



## **Canon U.S.A., Inc. Parts Return Terms and Conditions**

These terms and conditions are part of the Canon U.S.A., Customer Parts Return Policy. Capitalized terms used herein are defined in the Canon U.S.A., Inc. Customer Parts Return Policy associated with these terms and conditions.

### **1. ACCEPTANCE; RETURN OF NON-CONFORMING PARTS**

- 1.1 The Customer shall inspect the Parts immediately upon receipt and shall apply for a Return Parts Authorization (RA) with Canon within thirty (30) days of the invoice date (“Notice Period”) if the Parts are damaged or do not conform to the Parts ordered (collectively, “Non-Conformance”). If the Customer fails to notify Canon in writing of the Non-Conformance within the Notice Period, the Customer shall be deemed to have accepted the Parts.
  
- 1.2 In the event of a Non-Conformance, the Customer must ship the Parts to Canon within forty-five (45) days of the date that Canon issues the Return Parts Authorization number. The Customer must return the Parts in accordance with the Canon U.S.A., Inc Customer Parts Return Policy, in their original packaging, along with any documentation, and any other items that were included in the original shipment. Additional shipping packaging should be included to protect the original Shelf Box.
  
- 1.3 Non-conforming Parts returned by the Customer to Canon must be insured for their full value. Canon is not responsible for any loss or damage occurring to the Parts during transit. In the event of such loss or damage, the Customer shall bear full responsibility and liability thereafter.
  
- 1.4 Parts to be returned must include the Return Authorization (RA) documentation obtained from Canon. RA Authorization can be obtained by contacting the Parts Order Center (866-481-2569) or through the CNA website, at [www.cna.cusa.canon.com](http://www.cna.cusa.canon.com). For more information on how to obtain a USERID and Password to the CNA website, please contact your respective Canon business contact.

### **2. LIMITATION OF LIABILITY**

If Canon breaches these Terms and Conditions, Customer’s remedy is limited to direct damages only, which, in no circumstances, shall exceed the price of the Parts which are the subject of the breach. Except to the extent required under applicable law, under no circumstance shall Canon or its affiliates be liable for any indirect, incidental or consequential loss or damage whatsoever in connection with any transaction arising hereunder.

### **3. WAIVER**

No waiver by Canon (whether express or implied) in enforcing any of its rights under these Terms and Conditions shall prejudice its rights to do so in the future. Any waiver of any rights of Canon under these Terms and Conditions must be in writing and signed by Canon in order to be enforceable.

#### **4. FORCE MAJEURE**

Canon shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including, but not limited to, acts of God, strikes, lock outs, accidents, war, fire, terrorism, threats of terrorism, breakdown of plant or machinery, or shortage or unavailability of raw materials from a natural source of supply.

#### **5. SEVERANCE**

If any term or provision of these Terms and Conditions is deemed invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect, as if these Terms and Conditions had been agreed upon with the invalid, illegal, or unenforceable provision eliminated.

#### **6. CHANGES TO TERMS AND CONDITIONS**

Canon shall be entitled to change these Terms and Conditions at any time without notice. However, the terms and conditions in effect at the time of purchase of the Parts shall apply to the Parts so purchased.

#### **7. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of the State of New York, without reference to its conflict of law provisions. In any dispute arising under these Terms and Conditions. Except to the extent prohibited by applicable law, Customer hereby consents to the exclusive personal jurisdiction and venue in the State and Federal Courts located in New York City, State of New York, U.S.A.