

Warranties

(a) Ricoh will perform its Services (i) in accordance with the applicable manufacturer's specifications and (ii) to meet the Service Levels, as defined in Appendix C to DIR Contract No. DIR-CPO-4887 Statement of Work.

(b) Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Ricoh will reperform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed.

(c) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN DIR CONTRACT NO. DIR-CPO-4887, HEREIN, OR IN AN ORDER FORM, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM.