



Brady 360 Wraptor A6500 and BradyPrinter A5500 depot customer care agreement

This Brady 360 Wraptor A6500 and BradyPrinter A5500 Depot Customer Care Agreement (this "Agreement") is made by and between the company listed below (the "Company" or "end user") and Brady Worldwide, Inc., ("Brady") a Wisconsin corporation located at 6555 W. Good Hope Road, Milwaukee, WI 53223. This Agreement constitutes the entire agreement between Company and Brady with respect to the subject matter hereof and it specifically supersedes all prior or contemporaneous agreements, arrangements, representations and communications, whether oral or written regarding its subject matter, including without limitation quotations, acceptance or acknowledgement forms which add to, vary from, or conflict with the terms of this Agreement. Any changes made to this Agreement by Company are null and void.

1. Limited warranty

A. Warranty and warranty periods. Brady warrants only to the original end user that the products and parts set forth below will be free from defects in material and workmanship from the date of purchase for the applicable warranty periods set forth below:

<u>PRODUCT OR PART</u>	<u>APPLICABLE WARRANTY PERIOD</u>
PRINTER (excluding specific parts listed below)	12 MONTHS
PRINT SERVERS	36 MONTHS
PRINTHEADS	6 MONTHS OR 1,000,000 LINEAR INCHES OF USE (WHICHEVER COMES FIRST)
BATTERIES AND SPARE PARTS	3 MONTHS
ACCESSORIES	1 MONTH
STAND-ALONE KEYBOARDS	12 MONTHS

B. Brady's obligation under warranty. Brady's sole obligation under the above warranty shall be to repair or replace products and parts during the warranty period. Brady does not assume responsibility for delays in replacement or repair of products or parts. Products and parts repaired or replaced by Brady under warranty shall be warranted for the balance of the original warranty period or ninety (90) days, whichever is longer.

C. Printheads. The thermal printhead warranty is valid only if a Brady approved thermal label media is used, as defined in the Brady list of approved thermal/thermal transfer media in use at the time of the warranty claim, a copy of which is available from Brady upon request. Failure to use Brady-approved media voids the thermal printhead warranty. Printhead warranty, including thermal printhead, does not cover printheads that have been misused, altered, neglected, handled carelessly, or damaged due to improper cleaning or unauthorized repairs.

D. Disclaimer of all other warranties. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE GIVEN, AND BRADY EXPRESSLY DICLAIMS ALL OTHER WARRANTIES, INCLUDING AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow limitations on how



long an implied warranty lasts, so the above limitations may not apply to particular end users.

E. Limitations. No salesperson, representative, or agent of Brady is authorized to make any guarantee, warranty or representation that contradicts the terms contained in this Limited Warranty. Any waiver, alteration, addition, or modification to the warranties contained herein must be in writing and signed by an executive officer of Brady to be valid, binding, and enforceable. The Limited Warranty shall not apply to the use or compatibility of any Brady product or part with other equipment. Character or page yield is also not a covered warranty service, as it is influenced by customer application, printer contrast settings, operating environments, printer conditions, and paper type. All statements, technical information, or recommendations relating to the products or parts are based upon tests believed to be reliable, but do not constitute a guaranty or warranty. **BRADY SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY PARTY FOR LOSS OF PROFITS, DIMINUTION OF GOOD WILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH BRADY PRODUCTS AND/OR PARTS.** Brady's maximum liability for warranty claims is limited to the invoice price of the product claimed defective. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to particular end users, but, in such event, all other terms and conditions of this Limited Warranty shall remain in full force and effect.

F. What may void warranty. This Limited Warranty shall be null and void in the following circumstances:

1. Modification or repair of any covered product or part by the end user or anyone other than an authorized Brady service provider; or
2. Improper use or installation, failure to conduct regular maintenance or cleaning, or damage by accident or neglect, of any covered product or part by the end user or any third party; or
3. Failure of the end user or any third party to exercise caution to protect any covered product or part from electrostatic discharge, adverse temperature and humidity conditions, or physical abuse; or
4. Failure by the end user or any third party to use Brady printheads or other parts; or
5. Failure by the end user or any third party to use only Brady media if use of such media causes or contributes to the damage for which warranty service is sought; or
6. Failure by the end user to follow the Return Appointment Process set forth below.

G. Repair process. In order to avail itself of this Limited Warranty, and as a condition precedent thereto, end user must:

1. Obtain a return material authorization ("RMA") from Brady, which will include an RMA number that must be prominently displayed on the outside of the shipping container. Returns without an RMA number must be rejected by Brady and immediately returned to end user, freight collect.
2. Ship the items being returned to Brady, freight prepaid, together with a written description of the claimed defect.



3. Pack the items being returned in the original packing carton or equivalent. Damage in transit is end users responsibility and may be cause to void the warranty claim.

H. Transportation costs. For covered products, Brady will pay freight only to return product to end user and will ship via same method by which end user shipped covered product to Brady. However if Brady determines in the exercise of its reasonable but sole discretion that the product or part returned for warranty service is not defective, or does not otherwise qualify for warranty service, end user shall be liable for all costs of handling and transportation.

2. Shipping cost coverage. Shipping costs of Company's A6500 / A5500 and A6500 / A5500 loaner will be covered by Brady, provided that Company uses the method and account number provided by Brady Technical support. Shipping by any method other than by such method approved by Brady or shipping paid for by Company will not be paid for by Brady. Standard ground shipping methods will be used in all cases EXCEPT in the shipment of a Loaner to Company where 2nd Day freight service will be used.

3. Loaner usage. In the event there is a warranty claim made pursuant to the terms of this Agreement, Company may request the use of a A6500 / A5500 loaner pursuant to the following:

I. Dispatch of Loaner. If it is determined, in Brady's sole discretion, that a Company's A6500/A5500 is in need of a depot repair after Brady Technical Support tried to correct an issue with due diligence over the phone; Company may request a loaner A6500/A5500 from Brady Technical Support. If a loaner request is made before 12:00PM CST, a loaner will be shipped to Company the same day that such request is made. If the request for a loaner printer is made after 12:00PM CST, a loaner A6500/A5500 will be shipped the following business day. A6500/A5500 loaner will be shipped 2nd Day freight service.

II. Loaner Configuration. A6500/A5500 loaners will ship with default settings and power cord only. Printer loaner will not include any options or accessories (Quickstart guide, installation USB, SD card, etc.).

III. Use of Loaner. Company will be responsible for any repair costs associated with negligence, misuse or abuse of the loaner A6500/A5500.

IV. Return of Loaner. Company will be responsible for return shipping of loaner unit at Brady's expense. Loaner must be returned in original packaging and the power cord must be included. Printer loaner must be shipped to Brady within three (3) working days of receipt of Company's repaired IP printer. In the event of a late return, Company will be charged at Brady's then current A6500/A5500 rental rate.

4. Stress free system setup. Brady's Stress Free System Setup is an "over the phone" setup service available at no charge. This service can be scheduled by calling 1-800-643-8766, menu option 4 or online at www.bradyid.com/setupservice

5. Advanced label design workshops. Company will be contacted through the contact information provided in this Agreement via email about upcoming advanced label design workshops. Advanced label design workshops will be held at Brady's sole discretion at such times, locations, and frequencies as deemed appropriate by Brady.



6. Satisfaction guaranteed. If at any point Company is dissatisfied with Brady's performance or nonperformance of the terms of this Agreement, Company may terminate this Agreement by giving five (5) days advanced notice. Company may request a prorated refund. In no event shall such refund exceed an amount equal the total amount paid by Company pursuant to this Agreement multiplied by calendar days of the agreement remaining divided by the calendar days from the Agreement's remaining divided by the calendar days from the Agreement's execution date.

7. Brady Technical Support. Brady Technical support may be contacted by telephone at 1-800-643-8766 from 7 a.m. to 7 p.m. CST, Monday through Friday or by email at tech_support@bradycorp.com

8. Limitation of liability. In no event shall Brady be liable to Company or any other third party for special, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever, whether arising under contract, warranty, or tort (including negligence and strict liability) or any other theory of liability even if the possibility of such damages were disclosed to Brady or could have reasonably been foreseen by Brady. Brady's liability under this Agreement shall never exceed the fees received by Brady from Company. The limitations specified in this Section 13 will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

9. Governing law. This Agreement is governed by the laws of the State of Wisconsin without regarding to the conflict of laws. The parties acknowledge and agree that this Agreement does not relate to the sale of good and will not be governed either by either the Uniform Commercial Code or the United Nations Convention on Contracts for the International Sale of Goods. Venue for any legal action shall lie in Milwaukee County, Wisconsin.

10. Force majeure. Other than for payment, neither party shall be liable for delays in performance or nonperformance in whole or in part due to any causes that are beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of government or other similar causes.

11. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

Thank you for your business.