

## Brady 360™ Product Protection & Care Agreement

This Brady 360™ Product Protection & 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 shall not be valid unless and until Company returns a complete and fully executed copy of the Agreement to Brady within thirty (30) days of Company's purchase of the Printer which is the subject of this Agreement. This Agreement constitutes the entire agreement between Company and Brady 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.

The following products in all optional configurations are eligible for the *Brady 360™ Product Protection & Care Agreement*:

- **GlobalMark®2 Industrial Label Maker – all models**
- **PowerMark® Sign & Label Maker**
- **MiniMark™ Industrial Label Printer**

### 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:

PRODUCT OR PART	APPLICABLE WARRANTY PERIOD
PRINTER (excluding specific parts listed below)	12 MONTHS
STAND-ALONE KEYBOARDS	12 MONTHS
BATTERIES AND SPARE PARTS	3 MONTHS
ACCESSORIES	1 MONTH

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 may void 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 DISCLAIMS 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, 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 any non-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 user's 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. BASIC level.

In addition to the Limited Warranty provided in Section 1, Basic level includes the following additional items pursuant to the terms contained herein:

- A. Extension of the Limited Warranty on the printer, as provided herein, for an additional 2 years.
- B. Parts and labor for repairs included
- C. Free loaner printer availability during any depot repair service, with overnight shipping available on request at no additional charge. Loaner printer will ship same day if requested before 12:00PM Central Time.

## 3. PREFERRED level.

In addition to the Limited Warranty provided in Section 1 and the additional items in the BASIC level as listed in Section 2, PREFERRED level includes the following additional items pursuant to the terms contained herein:

- A. 1 free *Brady 360™ Stress-Free Setup Service*
- B. 2 free hours of *Brady 360™ Professional Tech Support Services*
- C. 1 free *Brady 360™ Preventative Maintenance Service* during the 22<sup>nd</sup> through 24<sup>th</sup> months of warranty coverage period (includes free printer firmware-only upgrades applicable on a covered printer)

4. **Shipping Cost Coverage.** Shipping costs of Company's covered product and any loaner printer 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 upon the prior request of Company to ship the loaner printer via overnight shipping.

5. **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 loaner printer pursuant to the following:

- I. **Dispatch of Loaner.** If it is determined, in Brady's sole discretion, that a Company's Printer 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 printer 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 printer will be shipped the following business day. Unless overnight shipping is requested by Company simultaneously with the printer loaner, the printer loaner will be shipped second day shipping. Printer loaners will be dispatched during scheduled preventative maintenance service under the PREFERRED levels only. Printer loaners shipped in conjunction with scheduled preventative maintenance will be shipped via standard ground shipping.

- II. **Loaner Configuration.** Printer loaners will ship with default settings and power cord only. The loaner sent will be the base model version of the printer under the Brady 360 agreement. The following configurations are the designated base configurations available for Brady 360:
  - #76798 - GlobalMark2 Monocolor printer
  - #76801 - Globalmark2 Color & Cut printer (this base model will also be sent for covered GlobalMark2 Multicolor models)
  - #13500 - PowerMark printer
  - #52041 - MiniMark printer
- III. **Use of Loaner.** Company will be responsible for any repair costs associated with negligence, misuse or abuse of the loaner printer.
- 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 printer. In the event of a late return, Company will be charged at Brady's then current Printer rental rate.

**6. Brady 360™ Stress Free System Setup.** *Brady 360™ Stress Free System Setup* is an "over the phone" basic setup and orientation service. This service can be scheduled by calling 1-800-643-8766, menu option 4 or online at [www.bradyid.com/setupservice](http://www.bradyid.com/setupservice)

**7. 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.

**8. Brady 360™ Preventative Maintenance Service.** Free *Brady 360™ Preventative Maintenance Service* is available only on the PREFERRED level. Company will be responsible for scheduling the preventative maintenance through Brady's Technical Support department. Each Company Printer that is the subject of this Agreement is eligible for only one preventative maintenance service within the term of the Agreement. This service is only available at no charge provided it is scheduled between the 22<sup>nd</sup> and 24<sup>th</sup> month from the date of the invoice provided by Brady. Brady may, in its sole discretion, perform the preventative maintenance service as early as the 16<sup>th</sup> week from the invoice date if Company's covered product is already at Brady for repair service. If Company desires to schedule preventative maintenance past the 24<sup>th</sup> month from delivery, a \$50 per month surcharge for each month after the 24<sup>th</sup> month will be charged to perform the service. Such surcharge is due and payable prior to Brady performing the preventative maintenance service. Failure of Company to pay such surcharge shall relieve Brady of any obligations under this Section. The preventative maintenance service includes the following:

- I. Loaner use during preventative maintenance (see Loaner Usage section)
- II. Evaluation of printer performance
- III. Printhead balance and calibration
- IV. Printhead cleaning
- V. General cleaning
- VI. Replacement of common wearable parts (excluding printhead)
- VII. Printer firmware upgrades (extra charge for firmware upgrades which require concurrent mechanical upgrade)

**9. Brady 360™ Professional Tech Support Services.** Under the PREFERRED level, hours of professional services will accrue for each number of levels purchased pursuant to the terms of this Agreement. Professional service hours must be used within the Agreement period. Professional service hours may be used towards any of the services in the *Brady 360™ Professional Tech Support Services* offering. Requests for *Brady 360 Professional Tech Support Services* should be emailed to [proservice@bradycorp.com](mailto:proservice@bradycorp.com) or call 800-643-8766 option 4.

**10. 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 execution date.

**11. 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](mailto:tech_support@bradycorp.com)

**12. 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.

**13. Governing Law.** This Agreement is governed by the laws of the State of Wisconsin without regard 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.

**15. 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.

**16. 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.

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