



BRADY360 Wraptor On-site Customer Care Agreement

This Brady360 Wraptor On-site 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 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 Wraptor 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.

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
PRINTERS (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 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, the 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.** Brady will pay surface freight to return products or parts covered by this Limited Warranty. 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. **Wraprot On-Site.** In addition to the Limited Warranty provided in Section 1, Wraprot On-Site includes the following items pursuant to the terms contained herein:
- A. Extension of the Limited Warranty, as provided herein, for an additional year from date of expiration of the Limited Warranty (including printhead). Wrapper V-Block replacement part# 6073 is not covered under this Limited Warranty Extension.
 - B. Parts and labor for repairs included.
 - C. Preventative On-Site Maintenance will be scheduled at the Company's direction per the agreement purchased.
 - I. BRADY360,WRAPTOR,1VISIT 1YR provides one visit within the period agreement validity.
 - II. BRADY360,WRAPTOR,2VISIT 1YR provides two visits within the period agreement validity.
 - III. BRADY360,WRAPTOR,4VISIT 1YR provides four visits within the period agreement validity.
 - D. Additional Wraprot Units owned by Company within a 2 mile radius are eligible for the same level of service at the BRADY360,WRAPTOR,ADDITIONAL UNIT pricing. Additional unit agreements must be purchased at the same time as initial unit.
5. **Shipping Cost Coverage.** Shipping costs of Company's Wraprot and Wraprot 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 freight 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.
6. **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 Wraprot loaner pursuant to the following:
- I. Dispatch of Loaner. If it is determined, in Brady's sole discretion, that a Company's Wraprot 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 Wraprot 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 Wraprot will be shipped the following business day. Wraprot loaner will be shipped 2nd Day freight service.
 - II. Loaner Configuration. Wraprot loaners will ship with default settings and power cord only. Printer loaner will not include any options or accessories (Quickstart guide, installation CD, CF card, etc.).
 - III. Use of Loaner. Company will be responsible for any repair costs associated with negligence, misuse or abuse of the loaner Wraprot.
 - 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 Wraptor rental rate.

7. **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
8. **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.
9. **On-Site Preventative Maintenance Service.** Company will be responsible for scheduling the preventative maintenance through Brady's Technical Support department. Each Company Wraptor that is the subject of this Agreement is eligible for the number of on-site preventative maintenance visits outlined in section 2C, within the Agreement term. Any additional Wraptors outlined in section 2D must be available for servicing on the same day as original Agreement Wraptor or Company will be responsible for Emergency On-Site Repair conditions and rates. Service is only available during normal business days and hours and is subject to Brady Support Engineer availability. Brady Support Engineer will be available for 7 Hours per visit. On-Site Preventative service is only available at no charge provided it is scheduled 3 weeks in advance of service and is within the Agreement term. If Company desires to schedule preventative maintenance past the last day of Agreement term, a \$50 per month surcharge for each month after the last day of Agreement term 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. Printhead Cleaning
 - II. Printhead replacement if needed
 - III. General cleaning
 - IV. Wrapper mechanism realignment
 - V. Various clutch adjustments
 - VI. Sensor testing and cleaning
 - VII. General Calibration including Label Feed Position
 - VIII. Firmware Upgrades
 - IX. Critical Hardware upgrades
 - X. Operator Training
 - XI. Advanced Maintenance/Technician training for troubleshooting
10. **Emergency On-Site Repair.** Wraptor Units under Agreement will be eligible for emergency On-Site repair at ½ the normal daily rate plus travel expenses. Emergency On-Site Repair will be scheduled and performed on a best effort basis during normal business days and hours. Daily Emergency On-Site Repair rate will be waived if Company chooses to use remaining day of Preventative On-Site service for Emergency visit. Brady Support Engineer will also perform preventative procedures at the time of service. Company would be responsible for travel expenses.
11. **Pre-Program Inspection Fee.** Any Wraptors 2 months beyond original Warranty or On-Site Agreement validity period are subject to a Pre-Program Inspection Fee (Part#110362). This fee must be purchased at the same time as On-Site agreement in order for On-Site agreement to be valid. Brady reserves the right to not offer On-Site agreement if Wraptor is 5 years beyond delivery date, over 5 million cycles, and/or has been damaged from misuse/abuse.
12. **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 advance written notice. Company may request a prorated refund. In no event shall such refund exceed an amount equal to 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.
13. **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
13. **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.
14. **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.

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.



Brady Worldwide, Inc.
6555 West Good Hope Road
Milwaukee, WI 53223
1-888-311-0775
www.bradyid.com

Brady Canada
355 Apple Creek Blvd.
Markham, ON L3R 9X7
1-800-263-6179
www.bradycanada.com



SERVICE AGREEMENT ORDER# _____

- BRADY360,WRAPTOR,1VISIT 1YR
- BRADY360,WRAPTOR,2VISIT 1YR
- BRADY360,WRAPTOR,4VISIT 1YR
- BRADY360,WRAPTOR,ADDITIONAL UNIT
- 360-WRAPTOR-PRE

(If no service level is selected, service level indicated on Company PO shall apply)

CONTACT INFORMATION

Company: _____
 Contact: _____
 Address1: _____
 Address2: _____
 City: _____
 State: _____
 Zip: _____
 Email: _____

EQUIPMENT SERIAL NUMBER(S): _____

In witness whereof and intending to be legally bound, the below named authorized representatives of the indicated parties have duly executed this Agreement as of the Effective Date.

BRADY WORLDWIDE, INC.

By: _____
 Title: _____

COMPANY

By: _____
 Title: _____

NOTICE! This agreement is not active until this page is filled out and returned to Brady Tech Support:

Brady Worldwide, Inc.
 ATTN: Tech Support
 6555 W Good Hope Road
 Milwaukee, WI 53223

or

Fax: 414-358-6767

or

email: BRADY360@bradycorp.com