

Brady 360™ 5-Year Warranty for Benchtop Printing Systems

rev 1-6-2020

This Brady 360™ 5-Year Printer Warranty for Benchtop Printers ("Warranty") is made by and between the original end user company (the "Company" or "end user") of the covered printer and Brady Worldwide, Inc. This Warranty 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.

This Brady 360™ 5 Year Printer Warranty for Benchtop Printing Systems comes standard and at no charge to the customer on the following products in all optional configurations except refurbished models:

- BBP®12 Label Printer
- BBP®30 Label Printer
- BBP®31 Label Printer
- BBP®33 Label Printer
- BBP®35 Label Printer
- BBP®37 Label Printer
- BBP®85 Label Printer
- BBP®72 Label Printer
- BSP®31 Label Attachment System
- i3300 Industrial Label Printer
- i5100 Industrial Label Printer
- i7100 Industrial Label Printer
- IP® Series Printer
- S3000 Label Printer
- S3100 Label Printer

Other Brady printers not listed here (including portable printers, applicator systems and any refurbished models) are covered under separate warranty terms and have different years of coverage.

1. LIMITED WARRANTY.

A. **Warranty and Warranty Periods.** Brady warrants only to the original end user that 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)	5 YEARS
THERMAL PRINT HEADS	5 YEARS or 3,000,000 LINEAR INCHES OF USE (whichever comes first) Limit: 1 print head per covered printer
WEARABLE PARTS	NOT COVERED
SPARE PARTS INCLUDED IN REPAIRS	3 MONTHS
ACCESSORIES	3 MONTHS

B. **Print Heads.** The thermal print head 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 print head warranty. Print head warranty, including thermal print head, does not cover print heads that have been misused, altered, neglected, handled carelessly, or damaged due to improper cleaning or unauthorized repairs.

C. **Wearable Parts.** Wearable parts vary by printer model and include, but are not limited to, print rollers, cutting blades, belts and batteries (internal & user-installable). The print head is a wearable part and is covered under a separate clause in this warranty. Brady tech support can confirm any additional wear parts that may apply to a specific printer model.

D. **Additional Coverage Benefits.** In addition to the Limited Warranty provided in the Section 1A, coverage also includes the following additional items pursuant to the terms contained herein:

1. Free loaner printer availability during any depot repair service of covered printer. Loaner printer will ship out same day if requested before 12:00PM Central Time.
2. One (1) free Brady 360™ Stress-Free Setup Service per covered printer.
3. One (1) free Brady 360™ Preventive Maintenance Service per covered printer during the first 12 months of warranty coverage period
4. For Central and South America and parts of Mexico and Canada: Restrictions apply and/or services may not be offered and are excluded from coverage—contact local Brady office for details

- E. **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, or
 3. Failure to provide reasonable expectation of care of the printer including, but not limited to, regular cleaning of the print head and printer by the end user or third party; or
 4. Damage by accident or neglect, of any covered product or part by the end user or any third party; or
 5. 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
 6. Failure by the end user or any third party to use Brady print heads or other parts; or
 7. Failure by the end user or any third party to use **only Brady ribbons and media** if use of such causes or contributes to the damage for which warranty service is sought; or
 8. Failure by the end user to follow the Return Authorization Repair Process set forth below.
- F. **Repair Process.** In order to avail itself of this Limited Warranty, and as a condition precedent thereto, end user must:
1. Obtain a return authorization ("RA") from Brady, which will include an RA number that must be prominently displayed on the outside of the shipping container. Returns without an RA number will 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.
- G. **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. For Brady coverage of shipping costs as outlined above for covered products or loaners, Company must use 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.
- For Central and South America and parts of Mexico and Canada:** restrictions apply and transportation policy may differ from that stated herein—contact local Brady office for details.
- H. **Brady's Obligation Under Warranty & Disclaimer of all other Warranties.** 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. 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.
- I. **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. 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.

2. LOANER PRINTER USAGE. In the event there is a warranty claim made pursuant to the terms of this Agreement, if needed Company may request the use of a loaner printer pursuant to the following:

- a. Dispatch of Loaner Printer. 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 printer may be shipped out 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. Upon request by Company, loaner printer will be dispatched during scheduled preventative maintenance service. All loaner printers will ship via standard ground shipping.
- b. Loaner Printer Configuration. Loaner printers will ship with default settings and power cord only. The loaner sent will be the base model version of the covered printer with no additional accessories or optional "bolt-ons"
- c. Use of Loaner Printer. Company will be responsible for any repair costs associated with negligence, misuse or abuse of the loaner printer.
- d. Return of Loaner Printer to Brady. 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 may be charged at Brady's then current Printer rental rate.

For Central and South America and parts of Mexico: restrictions apply and/or this service may not be offered and is excluded from the warranty—contact local Brady office for details.

3. BRADY 360™ STRESS FREE SYSTEM SETUP. *Brady 360™ Stress Free System Setup* is an over the phone basic setup and orientation service available through Brady's Technical Support department in certain countries. This service can be obtained by using the *Contacting Brady Tech Support* chart in section 5 of this warranty document.

For Central and South America: restrictions apply and/or this service may not be offered and is excluded from this warranty—contact local Brady office for details.

4. BRADY 360™ PREVENTIVE MAINTENANCE SERVICE. *Brady 360™ Preventive Maintenance Service* is available through Brady's Technical Support department in certain countries. Company will be responsible for scheduling the preventative maintenance service. Each Company printer that is covered is eligible for only one free preventative maintenance service within the term of the Agreement. The preventative maintenance service includes the following:

- a. Loaner printer use during preventative maintenance upon Company request (see *Loaner Printer Usage* section)
- b. Evaluation of printer performance
- c. Print head balance and calibration
- d. Print head cleaning
- e. General printer cleaning
- f. Replacement of common wearable parts (excluding print head)
- g. Printer firmware upgrades to current version (extra charge subject to approval from Company for any firmware upgrades which require a concurrent mechanical upgrade)

This service is available free of charge under the warranty provided it is scheduled in the first 12 months from the date of the end user purchase of the covered printer. Brady may, in its sole discretion, perform the preventative maintenance service before the 12th month 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 12th month from purchase normal fees will apply—contact Brady Technical Support in your area.

For Central and South America and parts of Mexico: restrictions apply and/or this service may not be offered and is excluded from this warranty—contact local Brady office for details.

5. CONTACTING BRADY TECHNICAL SUPPORT. Brady Technical support may be contacted by phone or email. The chart below is subject to change. Certain countries may be excluded from tech support and/or the provisions of this Warranty; contact Brady for details.

Country	Telephone	eMail	Hours
United States	1-800-643-8766	tech_support@bradycorp.com	7am-6pm CST, M-F
Canada	1-800-263-6179	bradycanada_technicalsupport@bradycorp.com	7:30am-3:30pm CST, M-F
Mexico (Tijuana)	1-800-643-8766 or 1-800 212-8181	soporte_tecnico@bradycorp.com	8am-5pm CST, M-F
Mexico (other areas)	1-800-212-8181	soporte_tecnico@bradycorp.com	8am-5pm CST, M-F
Central America	1-866-748-4424	soporte_tecnico@bradycorp.com	8am-5pm CST, M-F
Brazil	+55 11 4166-1500 ext 5	at@bradycorp.com	8am-5pm CST, M-F
Rest of South America	1-866-748-4424	soporte_tecnico@bradycorp.com	8am-5pm CST, M-F
Caribbean	1-866-748-4424	soporte_tecnico@bradycorp.com	8am-5pm CST, M-F

6. 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 7 will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

7. 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. Any disputes, claims or controversies arising under or relating to this Warranty shall be determined by binding arbitration. The arbitration shall be administered by the American Arbitration association ("AAA") and shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties. The arbitration shall take place in Milwaukee, Wisconsin. All fees and expenses of the arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proof. Under no circumstances may the arbitrator have the power to award consequential, incidental, special, indirect or punitive damages.

8. 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.

9. 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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