

# PDC Corporation Warranty for Portable Thermal Printing Systems(US and CANADA Only)

This Precision Dynamics Corporation (PDC) Warranty for Portable Thermal Printing Systems ("Warranty") is made by and between the original end user company (the "Company" or "end user") of the covered printer and PDC. This Warranty constitutes the entire agreement between Company and PDC 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 Warranty comes standard and at no charge to the customer on the following products in all optional configurations except refurbished models:

- PORTICO M2-20 Portable Direct Thermal Printer
- PORTICO M4-20 Portable Direct Thermal Printer

Other PDC printers not listed here (including portable printers, any refurbished models) are covered under separate warranty terms and have different coverage period.

## 1. LIMITED WARRANTY.

A. **Warranty and Warranty Periods.** PDC 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	APPLICABLE WARRANTY PERIOD
PRINTER (excluding specific parts listed below)		1 YEAR
PRINT HEAD		1 YEAR or 1,000,000 LINEAR INCHES OF USE (whichever comes first)
BATTERIES		1 YEAR
SPARE PARTS INCLUDED IN REPAIRS		1 YEAR
ACCESSORIES		1 YEAR

B. **Print Heads.** The thermal print head warranty is valid only if a PDC approved thermal label media is used, as defined in the PDC list of approved thermal/thermal transfer media in use at the time of the warranty claim, a copy of which is available from PDC upon request. Failure to use PDC-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.

For Customers outside US and Canada, additional restrictions apply and/or services may not be offered and are excluded from coverage—contact local PDC representative for details.

C. **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 PDC 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 PDC print heads or other parts; or
8. Failure by the end user to follow the Return Authorization Repair Process set forth below.

D. **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 PDC, which will include an RMA number that must be prominently displayed on the outside of the shipping container. Returns without an RMA number will be rejected by PDC and immediately returned to end user, freight collect.
2. Ship the items being returned to PDC, 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.

**E. Transportation Costs.** For covered products, PDC will pay freight only to return product to end user and will ship via standard ground shipping methods with the United States and Canada. However, if PDC 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 PDC coverage of shipping costs as outlined above for covered products or loaners, Company must use the method and account number provided by PDC Technical support. Shipping by any method other than by such method approved by PDC or shipping paid for by Company will not be paid for by PDC.

**For Customers outside US and Canada, additional restrictions apply and/or services may not be offered and are excluded from coverage—contact local PDC representative for details.**

**F. PDC’s Obligation Under Warranty & Disclaimer of all other Warranties.** PDC’s sole obligation under the above warranty shall be to repair or replace products and parts during the warranty period. PDC does not assume responsibility for delays in replacement or repair of products or parts. Products and parts repaired or replaced by PDC 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 PDC 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.

**G. Limitations. The Limited Warranty is valid only in the United States and Canada (as applicable).** No salesperson, representative, or agent of PDC 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 PDC to be valid, binding, and enforceable. The Limited Warranty shall not apply to the use or compatibility of any PDC 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 warranty or warranty. PDC 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 PDC PRODUCTS AND/OR PARTS. PDC’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. CONTACTING PDC TECHNICAL SUPPORT.** PDC Technical support may be contacted by phone or email. Certain countries may be excluded from tech support and/or the provisions of this Warranty; Contact PDC for details.

Country	Telephone	E-Mail	Hours
United States	1-800-435 4242	pid_support@bradycorp.com	8:30am-5pm EST, M-F

**3. LIMITATION OF LIABILITY.** In no event shall PDC 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 PDC or could have reasonably been foreseen by PDC. PDC’s liability under this Agreement shall never exceed the fees received by PDC from Company. The limitations specified in this Section 3 will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

**4. 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 goods 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.

**5. 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.

**6. 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.