

# Brady360® 2-Year Warranty for Portable Printers

rev 11-9-2018

This Brady360 2-Year Printer Warranty for Portable 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 *Brady360 2-Year Printer Warranty for Portable Printers* comes standard and at no charge to the customer on the following products in all optional configurations except refurbished models:

- BMP®21-PLUS Label Printer
- BMP®21-LAB Label Printer
- BMP®41 Label Printer
- BMP®51 Label Printer
- BMP®53 Label Printer
- BMP®61 Label Printer
- BMP®71 Label Printer
- BradyPrinter M611 Label Printer

Other Brady printers not listed here (including other portable printers, benchtop printer models, and any refurbished printer model) 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)	2 YEARS
PRINT HEAD	2 YEARS
WEARABLE PARTS	NOT COVERED
SPARE PARTS INCLUDED IN REPAIRS	3 MONTHS
ACCESSORIES	3 MONTHS

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

C. **What May Void Warranty.** This Limited Warranty on the covered product including the print head, shall be null and void in the following circumstances:

1. Repair or modification of covered product or any part by the end user or anyone other than an authorized Brady service provider; or
2. 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
3. Damage by accident, neglect or improper use, of any covered product or part by the end user or any third party; or
4. Failure by end user or any third party to exercise caution to protect covered product from electrostatic discharge, adverse temperature and humidity conditions, or physical abuse; or
5. Failure to use Brady-approved media; or
6. Failure 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 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 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.

**E. 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, 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.

**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.

**F. 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.

**G. 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. 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	<a href="mailto:bradycanada_technicalsupport@bradycorp.com">bradycanada_technicalsupport@bradycorp.com</a>	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	<a href="mailto:at@bradycorp.com">at@bradycorp.com</a>	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

**3. 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.

**4. 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.

**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.

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