

Evolis

Limited warranty

Printer model: Badgy100 & Badgy200 (hereafter referred to as "Product")

1) INSPECTION OF PRODUCT UPON DELIVERY

At the time of taking delivery of the Product, the purchaser (hereafter referred to as the "Client") must carry out a thorough inspection of the Product and all its components. In the event of a missing, damaged or visibly defective component, the Client must bring the fact to the notice of the supplier of the Evolis Badgy printer within two (2) days from the date of receipt of the Product. If the Client fails to give timely notice to the supplier in compliance with the routine procedure, the Client will be deemed to have fully accepted the Product in letter and spirit. Subsequent to this period, any claim(s) raised by the Client against Evolis and/or the Evolis Reseller with respect to visible damages or defects in respect of the Product, will not be valid.

2) SCOPE OF THE MANUFACTURER'S WARRANTY

Evolis warrants to the Client that its Product is free from manufacturing and/or operating defects for a period of one (1) year (hereafter referred to as the "Warranty Period") from the date of its original purchase. To benefit from the warranty conditions offered by Evolis, the Client should be in a position to furnish evidence of the purchase (the original Invoice bearing the date of purchase and printer model). Evolis reserves the right to waive the warranty if such proof/evidence is not made available, is incomplete, not legible, or, in general, if the requirements for a legitimate claim under the warranty are not fully met with.

The Client must return the Product to the supplier of its Evolis Badgy printer in compliance with the procedure defined by the supplier of the Badgy printer. The Client must contact the supplier of the Evolis Badgy printer and obtain full information on the warranty claim procedure. The Client also undertakes to provide correct packaging for the printer and to bear the shipping and insurance expenses related to the return of the Product.

If the printer proves to show manufacturing and/or operating defects during the Warranty Period, Evolis will repair/replace the printer, or any defective parts, at its own expenses, as per the terms of the warranty. Evolis reserve its right to replace defective components with new or refurbished ones. Evolis will retain ownership rights on all original replaced parts of the Product.

Any repaired or replaced printer will continue to enjoy the warranty for the unexpired portion of the original warranty period.

In the event the returned Product is outside of the Warranty Period or not covered by the Warranty as per conditions of the warranty stated herein, Evolis will duly notify the Client and furnish a quote for repairing, restoring and return shipment of the Product.

3) APPLICATION OF THE MANUFACTURER'S WARRANTY

The Manufacturer's Warranty is restricted to the country of purchase of the Product.

To benefit from this warranty, it is in the interest of the Client to contact the supplier of his Evolis Badgy printer for more information on the procedure for warranty claims.

4) PRINT HEAD PRECAUTIONS

The print head is subject to wear and tear and is made of very delicate components. Its lifespan might be shortened in case the immediate environment of the printer, print head or the cards is not clean and free from dust. The Client must take judicious care in inserting cards that are clean, free from dust, and without any foreign matter. Moreover, the frequency and precautions taken during the cleaning process are key factors in ensuring that the user extends the lifespan of the print head. Evolis has always emphasized that the Client must be very careful while cleaning the print head, and should strictly adhere to the instructions provided in the Product User Guide.

Evolis warrants that, under normal use and service, the thermal print head supplied with the printer shall be free from manufacturing defects for a period of one (1) year from the original date of purchase of the Product.

In the event a warranty claim is submitted for a defective print head, Evolis reserves the right to inspect the printer, the print head, the ribbon and the blank and/or printed cards for the purpose of verifying that any such claim of defect has not been caused by ribbons unendorsed by Evolis, or cards that do not meet the Evolis specifications, or by foreign particles or substances which may have caused abrasion or damage to the print head. Evolis' decision in any such case of claim shall be final and binding.

Should the Client believe the print head is damaged, the supplier of the Evolis Badgy printer should be contacted for assistance. Evolis, as per its obligation under this warranty, will replace the defective print head. The replacement print head will continue to be warranted for the remainder of the original Warranty Period.

5) WARRANTY OF SPARE PARTS

Evolis warrants that all spare parts shall be free from structural or manufacturing defects for the remainder of the original Warranty Period, or for a period of six (6) months from the date of replacement/purchase of the spare part if the original Warranty Period ceases before these six (6) months.

This warranty cover of the spare part will cease to be valid if the spare part is modified, incorrectly installed, improperly used, mishandled by the user or damaged by accident.

6) WARRANTY EXCLUSION

Evolis will not provide any warranty service should the Product's label bearing its serial number is removed, modified, erased or made illegible. Evolis will not provide any warranty service if the defective printer has not been properly maintained or fails to operate appropriately as a result of:

- Non-compliance with the instructions for installation described in the printer manual, or negligence in usage by the Client.
- Use of ribbons that are not endorsed by Evolis. For instance, using ribbons that are not endorsed by Evolis may alter the quality and reliability of the print jobs by delivering poor quality printouts. Or consumables that may even alter the very operation of the printer. This warranty does not cover material/property damages or quality issues caused by the use of ribbons that are not endorsed by Evolis.
- All printer modifications or adaptations not expressly reported to and/or approved by Evolis.
- Use of options not endorsed/supported/expressly recommended by Evolis.
- Use of printing media (cards) not endorsed by Evolis.

- Inappropriate shipping (for example, shipping back the printer in a packing different from the original packing).
- Damages caused by disasters and acts of God, such as arson, riot, fire, flood and lightning.
- Damages caused by accidents, spilled liquids or chemicals and other such substances, high temperature, inadequate air circulation, power surges, unstable/erratic/faulty power supply.
- Repair services carried out at a service center(s) not endorsed by Evolis.

This warranty does not cover periodical maintenance, repairs/replacement of parts because of normal wear and tear, and consumables (parts that are required to be changed on a regular and routine basis during the lifespan of the Product, such as the ribbons).

The legal warranty for defects and latent defects will apply in compliance with Sections 1641 to 1649 of the French Civil Code.

If a defect claimed by the Client while returning the Product to the supplier of the Evolis Badgy printer cannot be identified or demonstrated during repair, the Client will be liable for all shipping and troubleshooting costs involved. Evolis will not be bound by any obligation to repair, replace or refund the value of the Product if the Client does not return the defective Product in compliance with the procedure mentioned by the supplier of the Evolis Badgy printer. If Evolis is unable to repair the defective warranted Product, Evolis will replace it with a new or second-hand Product with features as closely resembling those of the Product it replaces or better.

The foregoing warranties are in lieu of any and all other warranties, expressed or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose.

7) DISCLAIMER AND LIMITATION OF LIABILITY

EVOLIS WILL BE HELD LIABLE ONLY FOR DIRECT DAMAGES, AND UNDER NO CIRCUMSTANCES FOR THE CONSEQUENCES OF A DAMAGE IN TERMS OF LOSS OF REVENUE OR PROFIT, EVEN IF EVOLIS HAS BEEN NOTIFIED OF THE POSSIBILITIES OF SUCH DAMAGE.

WHATEVER THE CIRCUMSTANCES, THE LIABILITY OF EVOLIS WILL BE LIMITED TO THE COST PAID BY THE CLIENT FOR THE PRODUCT THAT HAD GENERATED THE SUFFERED DIRECT DAMAGE.

IN CASE THE LAWS THAT ARE IN FORCE PROHIBIT OR RESTRICT LIMITATIONS OF LIABILITIES, EVOLIS LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT THAT IS AUTHORIZED BY FORCEFUL LAWS.

THE CLIENT EXPRESSEDLY AGREES WITH THIS LIMITATION OF LIABILITY FOR EVOLIS. THIS LIABILITY IS ONE OF THE CLAUSES OF EVOLIS' AGREEMENT WITH THE CLIENT. WITHOUT THIS CLAUSE, EVOLIS WOULD NOT HAVE COMMITTED ITSELF TO THIS AGREEMENT WITH THE CLIENT.

THE APPLICABLE WARRANTY IS NOTIFIED TO BE IN COMPLIANCE WITH FRENCH LAWS IN FORCE. ANY LITIGATION ARISING FROM THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE PLACE OF DOMICILE OF THE HEAD OFFICE(S) OF EVOLIS, UNLESS STATED OTHERWISE.

8) CONTACT DETAILS OF EVOLIS AND OF THE SUPPLIER OF THE EVOLIS BADGY PRINTER

Evolis' contact details are available from www.evolis.com

The Client may contact Evolis to obtain the contact details of the supplier of the Evolis Badgy printer. Evolis will ask for the Product serial number in order to locate the concerned supplier, and will provide the Client with the contact's details as soon as possible.

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