

# DATAMAX<sup>®</sup> ER/24 SERVICE AGREEMENT

Agreement Number

## Section One: RESELLER INFORMATION

Company Name					
Contact					
Address					
City		State		Zip	
Phone /		Fax			
e-mail					

## Section Two: PRINTER INFORMATION

Model		CID	
Serial Number			
Contract Start		Contract End	
List All Dealer or End-User Installed Options			

All printers sent out in ER/24 exchange will be configured to the information provided above. It is recommended that the customer print a configuration label upon completion of printer set-up and returned the label with this form. If the configuration label is received, Datamax will set the exchange printer to the exact parameters as the original printer including firmware revision to ease installation. If no configuration label is received, the exchange printer will be set to current factory default setting.

### Instructions:

- 1) Fill in all reseller and printer information above. Only one model of Datamax printer can be covered on each form.
- 2) Review page 2 of this document for Terms and Conditions of this agreement.
- 3) Upon acceptance of the Terms and Conditions of this agreement, sign and date below and mail the document including PAGE 2 to Datamax Corporation at:

Datamax Corporation  
Attn: Warranty Administrator  
4501 Parkway Commerce Blvd.  
Orlando, FL 32808

- 4) Retain a copy of this agreement for your records. This document will serve as your conformation of coverage until your actual contract arrives

By signing this contract, the Customer acknowledges that this agreement has been read and understood and agrees to be bound by its terms and conditions as outlined on page 2. Further, you agree this is the complete contract between you and Datamax Corporation and supersedes all others oral or written relating to the subject matter of this order form and contract.

Reseller Signature	
Printed Name	
Date	

Express Replacement

# **DATAMAX<sup>®</sup> ER/24 SERVICE AGREEMENT**

## **TERM:**

The Term of this agreement shall be one (1) year from the original purchase date of the designated printer(s) by the customer.

## **SERVICES PROVIDED:**

1. Datamax will provide an identical replacement printer to the customer in the event of a product failure as defined in this agreement.
2. Datamax will ship the replacement printer on the same business day of warranty claim if warranty claim is made before 1 PM Eastern Standard Time
3. Datamax will ship the replacement printer on the next business day of warranty claim if warranty claim is made after 1 PM Eastern Standard Time.
4. The replacement printer will be, at the sole discretion of Datamax, either a new manufactured product or a re-manufactured product that meets new printer standards. The replacement printer will be built to the specifications of the Custom Identification Number (CID Number) located on the back of the printer. In addition, any dealer or end-user installed options that have been specified on this application or included in the warranty claim will be installed on the replacement printer.
5. The replacement printer will be configured to the current factory default settings and firmware revision unless a configuration label is received with the application. Printers with a printer configuration label on file will be set to matching configuration parameters before shipment. Replacement Printer shall carry balance of original Printer's warranty. Should the inch count of the Original Printer be unrecoverable, the Replacement Printer will have prorated inch count assigned to it for warranty purposes.

## **RETURN PROCESS**

1. Should the printer fail during the term of this agreement, the customer shall contact the **Datamax Technical Support at 407-523-5540** to determine if failure is caused by defects in material and/or workmanship as defined by the Datamax Barcode Products Limited Warranty Statement.
2. Once it is determined that the failure is caused by defects in material and/or workmanship the customer will be transferred to Datamax Order Services. Customer will provide a credit card to cover cost of the new printer. Order Services will enter the order in accordance with guidelines set forth in agreement.
3. Datamax must receive the original printer within 10 business days of the date of claim. If printer is not received within 10 business days, the full list price of the printer will be billed against the customers credit card.

## **SHIPMENT**

1. Shipment of original print back to Datamax shall be transportation and insurance pre-paid by the customer. The printer must be in original packaging with the Credit Return form attached to the outside of the packaging. In the event the printer is not packaged in original packaging and the printer is received with shipping damage, Datamax reserves the right to bill the customer for repairs at the flat rate fee in effect at that time.
2. Datamax will ship the replacement printer by next day air service and make best effort for delivery before 12 PM within the contiguous 48 United States and District of Columbia. Customer shall pay all shipping cost, customs and all other additional freight charges outside the contiguous 48 United States. Furthermore, Datamax shall not be held responsible for delay in shipping time caused by the carrier.

## **EXCLUSIONS**

1. Consumable items including but not limited to Printheads and Drive Rollers are not covered under the ER/24 Agreement.
2. Customer printers will be subjected to a service diagnostic test when received. Printers requiring repairs not covered by warranty will be billed to the customers credit card at the then applicable flat rate charge plus the cost of freight of the replacement printer.

## **GENERAL**

1. Datamax shall have the right to suspend its services hereunder or cancel this Agreement in case of any default by Customer in any payment required to be made hereunder. Customer shall not be entitled to any refund or credit in either such event. Customer shall have the right to terminate this Agreement only in the event of any material default by Datamax, in which event, Datamax's sole liability to Customer shall be to refund to Customer a pro rata portion of the amount paid by Customer for the unexpired then applicable term of this Agreement.
2. Any Datamax services provided outside the scope of this Agreement will be furnished at Datamax then applicable fixed rates then in effect.
3. This Agreement shall be deemed to be made in the state of Florida and shall be governed by the laws of the State of Florida. Customer agrees that any controversies arising hereunder, including claims for money owed for services rendered, maybe litigated in the state or federal courts located in Orange County, Florida, and Customer hereby submits to the jurisdiction on such courts. Claims against Datamax under this Agreement shall only be litigated in the state or federal courts located in Orange, County, Florida.

## **Cancellation Policy**

You may cancel this agreement through written notice to Datamax for a full refund within thirty (30) days of receipt of purchase order or before Datamax's receipt of the first printer, whichever comes first.

Express Replacement