

Datamax Extended Warranty Agreement

Agreement Number	
------------------	--

Section One: RESELLER INFORMATION

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

Section Two: END-USER INFORMATION

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

Section Three: PRINTER INFORMATION

Model		CID		Qty.	
List Serial Numbers					

Instructions:

- 1) Fill in all reseller, end-user 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	

Datamax Extended Warranty Agreement

1. Term

1.1. The term of this contract shall be for a period of thirteen (13) months from the original date of purchase of this contract, with no limit on the number of printed inches. During the first thirty (30) days a waiting period shall exist where no claims may be made against this contract. Coverage under this agreement is for Back-To-Factory service only

2. Provided Coverage

2.1 Datamax will provide factory repair service available during the normal Orlando Repair Center business hours. Factory repair shall include repair of the equipment specified in this contract with the exception of those conditions listed in section 2.3, and any preventative maintenance or adjustments deemed necessary by Datamax.

2.2. Datamax shall in its best effort provide a repair turnaround time of four business days or less, commencing on the date the covered printer is received by Datamax to the date of shipment from Datamax's Orlando Repair Facility.

2.3. This agreement extends Warranty coverage for electrical and/or mechanical failures Covered under the Datamax Limited Warranty with the following exceptions:

2.3.1 The Datamax limited warranty does not cover equipment or parts that have been misused, altered, neglected, handled carelessly, or used for purposes other than those for which they were manufactured. This warranty also does not cover loss, damages resulting from accident, acts of nature (lightning) or damages resulting from unauthorized service.

2.3.2 Printer failures caused by water intrusion or component failures caused by excessive humidity within the printer.

2.3.3 Missing, Modified or Unauthorized Parts – Printers received with missing parts, parts which have been altered in form, fit or function or with parts other than genuine Datamax Parts.

2.3.4 Printers with structural damage to chassis components including but not limited to the base plate and/or center plate.

2.3.5 Consumable Items, including but not limited to Printheads, and Drive Rollers

2.3.6 Damage incurred in the transportation of the covered printer to and from the Datamax Repair Facility shall be the sole responsibility of the customer. Any claims for shipping damage shall be between the customer and the carrier.

3. RETURN PROCESS

3.1 Should the printer fail during the term of this agreement, the end-user shall contact Datamax Technical Support at 407-523-5540 to determine if the printer issue can be resolved via the telephone. If Technical Support is unable to resolve the problem, a call number will be issued and the end-user will be transferred to Customer Care to complete the RMA process

3.2 Customer Care will issue an RMA Form to the end-user by fax. The end-user must attach the form to the outside of the packaging of the printer.

4. SHIPMENT

4.1 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 RMA form attached to the outside.

4.2 Datamax will ship the replacement printer by standard ground service 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.

5. GENERAL

5.1 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.

5.2 Any Datamax services provided outside the scope of this Agreement will be furnished at Datamax then applicable fixed rates then in effect.

5.3. 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, may be 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.

6. Cancellation Policy

6.1 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.