

## DataCard Corporation (“Datacard”) Limited Warranty

### Including the Following Models:

Datacard® SR200 Retransfer Card Printer  
Datacard® SR300 Retransfer Card Printer

Datacard® LM200 Desktop Laminator  
Datacard® LM300 Desktop Laminator

### INSPECTION OF PRODUCT UPON RECEIPT

You must carefully examine all components of your Datacard® SR Series card printer (“Printer”) and Datacard® LM Series desktop laminator (“Laminator”) (collectively, “Equipment”) immediately upon its receipt at the final shipping destination, as indicated on the shipping label. In the event that any Equipment component is missing, damaged or visibly defective, you must notify Datacard or the Datacard authorized reseller (“Reseller”) who sold you the Equipment. You must provide this notice in writing and within thirty (30) days from the date of receipt of the Equipment to the shipper’s address identified on the shipping label. You must also provide a clear description of why you have concluded that there is a missing, damaged or defective Equipment component(s). If you fail to give this notice as directed, you understand and agree that you will be deemed to have fully accepted the Equipment and effectively waived any claim you may have against Datacard and/or the Reseller with respect to damage or defects discoverable upon receipt.

### EQUIPMENT WARRANTY

Datacard warrants that your Equipment will be free from defects in materials or workmanship for a period of twenty-four (24) months from the first date of any type of use of the Equipment. By way of illustration, which shall not be interpreted as exhaustive, “any type of use” includes the instance of turning the Equipment on. Notwithstanding the foregoing, in no event shall the warranty period exceed 25 months from the date of shipment from Datacard.

If the Equipment proves to be defective in materials or workmanship during said warranty period, Datacard will, at its option, repair, replace or refund the price paid for the Equipment. Equipment that is repaired or replaced under the warranty will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. All parts replaced under warranty will become the property of Datacard.

Datacard’s obligation under this warranty is conditioned upon (i) the proper use, maintenance, management and supervision of the Equipment, (ii) use of the Equipment with supplies or consumable materials supplied by Datacard, (iii) providing a suitable operating environment for the Equipment; and (iv) the absence of any intentional or negligent act or other cause external to the Equipment affecting its operability (collectively, these four conditions are hereinafter referred to as “Obligations”).

In order to make a warranty claim you must first contact Datacard’s technical phone support at 1-800-328-3996 or the Datacard authorized service provider noted in the packing slip. You will be responsible for packaging the Equipment, for shipment and insurance costs from the location where it was used to a designated Datacard service location or a designated Datacard service provider, as instructed by Datacard. Datacard or the designated service provider will bear the costs of shipping and insuring the Equipment from the repair location and back to the address from which the Equipment was shipped. However, in the event Datacard determines that the complained-of defect or damage was caused by a breach of any of the Obligations, you understand and agree that you will bear the shipment and insurance costs of returning the Equipment to the usage address.

Equipment that is repaired following a breach of the Obligations will be billed at Datacard’s then-current time and materials rates. All parts replaced will become property of Datacard.

### FACTORY REFURBISHED PRINTER WARRANTY

Datacard warrants that your refurbished card Printer (“Refurbished Printer”) will be free from defects in materials or workmanship for a period of ninety (90) days from the first date of any use of the Refurbished Printer. By way of illustration, which shall not be interpreted as exhaustive, “any type of use” includes the instance of turning the Refurbished Printer on. Notwithstanding the foregoing, in no event shall the warranty period exceed 120 days from date of shipment from Datacard.

If the Refurbished Printer proves to be defective in materials or workmanship during the warranty period, Datacard will, at its option, repair, replace or refund the price paid for the Refurbished Printer. A Refurbished Printer that is repaired or replaced under the warranty will be warranted for the remainder of the original warranty. All parts replaced under warranty will become the property of Datacard.

Repairs, adjustments or parts replacement required due to breach of any of the Obligations will be charged using Datacard’s then-current time and materials rates.

In order to make a warranty claim you must first contact Datacard’s Technical Phone Support at 1-800-328-3996 or a Datacard authorized service provider noted in the packing slip. You will be responsible for packaging the Refurbished Printer, for shipment and insurance costs from the point of use of the Refurbished Printer to a designated Datacard service location or a designated Datacard service provider, as instructed by Datacard. Datacard or the designated service provider will bear the costs of shipping and insuring the Refurbished Printer from the repair location to the address from which the Refurbished Printer was shipped. However, in the event Datacard determines that the complained-of defect or damage was caused by a breach of any of the Obligations, you understand and agree that you will bear the shipment and insurance costs of returning the Refurbished Printer to the usage address.

## **PRINT HEAD WARRANTY**

Datacard warrants that the thermal print head delivered with your Printer ("Print Head") will be free from defects in materials or workmanship for the life of the Printer.

If the Print Head proves to be defective in materials or workmanship during the warranty period, Datacard will, at its option, repair, replace or refund the price paid for the Print Head at a pro-rated rate to reflect wear and tear. A Print Head that is repaired or replaced under the warranty will be warranted for the remainder of the original warranty. All parts replaced under warranty will become the property of Datacard. The replacement Print Head will carry a ninety (90) day warranty or the remainder of the original warranty, whichever is longer.

Repairs, adjustments or parts replacement required due to breach of any of the Obligations will be charged using Datacard's then-current time and materials rates.

## **LIMITATION OF LIABILITY**

THE FOREGOING WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OR NON-INFRINGEMENT.

YOUR SOLE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE AS EXPRESSLY SET FORTH ABOVE.

NEITHER DATACARD NOR THE RESELLER OF THE EQUIPMENT SET FORTH ABOVE SHALL BE LIABLE TO YOU FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR OTHER SIMILAR DAMAGES OR CLAIMS, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR ANY OTHER COMMERCIAL DAMAGE EVEN IF DATACARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL DATACARD OR ITS RESELLER'S AGGREGATE LIABILITY FOR ANY DAMAGES TO YOU OR ANY THIRD PARTY EXCEED THE PRICE PAID FOR ANY OF THE EQUIPMENT SOLD HEREUNDER, REGARDLESS OF THE NATURE OR FORM OF THE CLAIM.