



## FARGO<sup>®</sup> HDP5000 & HDPii Printer Limited Warranty

Together with the "HID Global Corporation General Warranty Policy", which is available at [www.hidglobal.com](http://www.hidglobal.com) and is incorporated by reference, the following limited warranty terms shall apply to the product enclosed with this warranty statement. If there is any conflict between this Limited Warranty statement and the "HID Global Corporation General Warranty Policy," the terms set forth in this Limited Warranty shall prevail.

### A. WHAT IS COVERED

HID Global Corporation ("HID") warrants to the original purchaser that the product enclosed with this Limited Warranty statement and used in the country of purchase will conform to the manufacturer's specifications and be free from defects in workmanship and materials for a period of two (2) years from the date of original purchase. This limited warranty does not extend other warranties offered by HID

### B. WHAT THIS WARRANTY DOES NOT COVER

This warranty covers only normal office-environment use in the country of original purchase. Thermal print heads are warranted separately under the terms of Section C below. HID is not responsible for warranty service should the HID label or logo or the rating label or serial number be removed or should the product fail to be properly maintained or fail to function properly as a result of misuse, abuse, improper installation, neglect, improper shipping, damage caused by disasters such as fire, flood, and lightning, improper electrical current, software problems, interaction with non-HID products, or service other than by a HID Authorized Service Provider. Postage, insurance, or shipping costs incurred in presenting your HID product for warranty service are your responsibility. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred by HID to investigate the claimed defect. **IMPORTANT:** if using a mechanical switch box between this printer and another printer, be certain that it includes surge protection. Non-warranty damage to your printer could result from the use of unprotected mechanical switch boxes.

### C. PRINT HEAD WARRANTY

HID warrants that, under normal use and service, for **HDP** Series printers, the thermal print heads will be free from defects and workmanship for the life of the HDP Series printer. In the event a warranty claim is submitted for a defective print head, HID shall have the right to inspect the printer, print head and your printed and/or blank ID cards for the purpose of verifying that any such claimed defect has not been caused by non-HID approved ribbon, by non-HID approved HDP film and/or by non-HID approved cards, by ribbon and/or cards that do not meet HID specifications or by foreign particles or substances which have caused abrasion damage. HID's decision in any such claim shall be final.

### D. LIMITATIONS OF LIABILITY

HID SHALL NOT BE HELD LIABLE FOR THE INTEGRITY AND/OR LONGEVITY OF ANY TEXT, PHOTOGRAPHIC IMAGES, DIGITIZED IMAGES, HOLOGRAPHIC IMAGES, GRAPHICS, PATTERNED OVERLAYS, BAR CODES, MAGNETIC STRIPE ENCODING, OR COMBINATION THEREOF THAT ARE PRODUCED, GENERATED, OR OTHERWISE TRANSFERRED TO IDENTIFICATION CARDS BY THE USE OF HID'S HARDWARE, SOFTWARE AND/OR SUPPLIES UNDER THIS WARRANTY STATEMENT.

THIS LIMITED WARRANTY IS EXCLUSIVE AND SETS FORTH THE FULL EXTENT OF HID'S WARRANTY OBLIGATIONS. THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE SPECIFICALLY EXCLUDED. IN NO EVENT SHALL THE LIMITED WARRANTY SET FORTH HEREIN REMAIN IN EFFECT FOR LONGER THAN THE PERIOD SET FORTH IN THIS WARRANTY STATEMENT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HID OR ANY HID AFFILIATE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE AND ANY NON-ECONOMIC LOSSES, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES MAY BE BASED AND EVEN IF A PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations shall apply notwithstanding the failure of the essential purpose of the limited warranty specified herein.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF HID AND ITS AFFILIATES AND SUPPLIERS FOR ALL DIRECT DAMAGES RELATING TO OR ARISING FROM THIS LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM HID'S BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, SHALL IN NO EVENT EXCEED THE AMOUNT HID RECEIVED FROM YOU FOR THE PARTICULAR PRODUCT ENCLOSED WITH THIS WARRANTY STATEMENT.

### E. GOVERNING LAW

This Limited Warranty is governed by the laws of the State of California, without regard to its conflict of law principles, and the venue for the resolution of any and all disputes shall be resolved in Orange County, California.

This warranty gives you specific legal rights, and you may also have other legal rights that vary from state to state and/or country to country.

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