

Rebo BV Warranty

This **Rebo BV 3 Year Printer Warranty for Industrial Sign and Labelling Systems ("Warranty")** is made by and between the original end user company (the "Company" or "end user") of the covered printer and Rebo BV, Soest NL. This Warranty constitutes the entire agreement between Company and Rebo BV with respect to the subject matter hereof and it specifically supersedes all prior or contemporaneous agreements, arrangements, representations and communications, whether oral or written regarding its subject matter, including without limitation quotations, acceptance or acknowledgement forms which add to, vary from, or conflict with the terms of this Agreement.

This *Rebo BV 3 year warranty* comes standard and at no charge to the customer on the following products in all optional configurations except refurbished/ex demonstration models:

SMS R1. SMS 430. SMS TAG-ID.

Other offered devices and printers not listed here and not registered as a Rebo originated product (including portable printers, applicator systems and any refurbished models) are covered under separate warranty terms and have different years of coverage.

1. LIMITED WARRANTY.

- A. **Warranty and Warranty Periods.** Rebo BV warrants only to the original end user that products and parts set forth below will be free from defects in material and workmanship from the date of purchase for the applicable warranty periods set forth

PRODUCT OR PART	APPLICABLE WARRANTY PERIOD
PRINTER (excluding specific parts listed below)	3 YEARS
PRINT HEAD	3 YEARS. Limit: 1 print head per covered printer
Parts with high wear and tear	NOT COVERED
SPARE PARTS INCLUDED IN REPAIRS	3 MONTHS
ACCESSORIES	3 MONTHS

- B. **Print Heads.** The thermal print head warranty is valid only if a Rebo BV approved label media is used, as defined by the Rebo BV price listing of available materials per product in use at the time of the warranty claim, a copy of which is available from Rebo BV upon request. Failure to use Rebo BV approved media voids the thermal print head warranty. Print head warranty, including thermal print head, does not cover print heads that have been misused, altered, neglected, handled carelessly, or damaged due to improper cleaning or unauthorized repairs.

- C. **Wearable Parts.** Wearable parts vary by printer model and include, but are not limited to, print rollers, cutting blades, belts and user-installable batteries. The print head is a wearable part and is covered under a separate clause in this warranty. Rebo BV tech support can confirm any additional wear parts that may apply to a specific printer model.

What May Void Warranty. This Limited Warranty shall be null and void in the following circumstances:

1. Modification or repair of any covered product or part by the end user or anyone other than Rebo BV technical staff or an authorized Rebo BV service provider; or
2. Improper use or installation, or

3. Failure to provide reasonable expectation of care of the printer including, but not limited to, installing the supplied dust cover during periods of none use, regular cleaning of the print head and printer by the end user or third party; or
4. Damage by accident or neglect, of any covered product or part by the end user or any third party; or
5. Failure of the end user or any third party to exercise caution to protect any covered product or part from electrostatic discharge, adverse temperature and humidity conditions, or physical abuse; or
6. Failure by the end user or any third party to use Rebo BV print heads or other parts; or
7. Failure by the end user or any third party to use **only Rebo BV ribbons and media** if use of such causes or contributes to the damage for which warranty service is sought.

Repair Process. In order to avail itself of this Limited Warranty, and as a condition precedent thereto, end user must:

1. Obtain a return authorization ("RA") from Rebo BV Technical Support, which will include an RA number that must be prominently displayed on the outside of the shipping container. Returns without an RA number will be rejected by Rebo BV and immediately returned to end user, freight collect.
2. Ship the items being returned to Rebo BV, freight prepaid, together with a written description of the claimed defect.
3. Pack the items being returned in the original packing carton or equivalent. Damage in transit is end user's responsibility and may be cause to void the warranty claim.

Transportation Costs. For covered products, Rebo BV will pay freight only to return products to the end user method using the same method by which end user shipped the covered product to Rebo BV. However if Rebo BV determines in the exercise of its reasonable but sole discretion that the product or part returned for warranty service is not defective, or does not otherwise qualify for warranty service, end user shall be liable for all costs of handling and transportation. For Rebo BV coverage of shipping costs as outlined above for covered products or loaners, Company must use the method and account number provided by Rebo BV Technical support. Shipping by any method other than by such method approved by Rebo BV or shipping paid for by Company will not be paid for by Rebo BV. Standard ground shipping methods will be used in all cases EXCEPT upon the prior request of Company to ship the loaner printer via overnight shipping.

I. Limitations. No salesperson, representative, or agent of Rebo BV is authorized to make any guarantee, warranty or representation that contradicts the terms contained in this Limited Warranty. Any waiver, alteration, addition, or modification to the warranties contained herein must be in writing and signed by an executive officer of Rebo BV to be valid, binding, and enforceable. The Limited Warranty shall not apply to the use or compatibility of any Rebo BV product or part with other equipment. All statements, technical information, or recommendations relating to the products or parts are based upon tests believed to be reliable, but do not constitute a guaranty or warranty. Rebo BV SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY PARTY FOR LOSS OF PROFITS, DIMINUTION OF GOOD WILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN

CONNECTION WITH Rebo BV PRODUCTS AND/OR PARTS. Rebo BV's maximum liability for warranty claims is limited to the invoice price of the product claimed defective. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to particular end users, but, in such event, all other terms and conditions of this Limited Warranty shall remain in full force and effect.

2. LOANER PRINTER USAGE. In the event there is a warranty claim made pursuant to the terms of this Agreement, if needed Company may request the use of a loaner printer pursuant to the following:

Dispatch of Loaner Printer. If it is determined, in Rebo BV's sole discretion, that a Company's Printer is in need of a return to base repair after Rebo BV Technical Support tried to correct an issue with due diligence over the phone; Company may request a loaner printer from Rebo BV Technical Support. If a loaner request is made an equivalent product will be shipped within 24 hours. This is conditional on the availability of suitable 'loaner' products being available or on stock at the time of the request. All loaner printers will ship via standard ground shipping.

Loaner Printer Configuration. Loaner printers will ship with default settings and power cord only. The loaner sent will be the base model version of the covered printer with no additional accessories or optional extras.

Use of Loaner Printer. Company will be responsible for any repair costs associated with negligence, misuse or abuse of the loaner printer.

Return of Loaner Printer to Rebo BV. Company will be responsible for return shipping of loaner unit at Rebo BV's expense. Loaner must be returned in original packaging and the power cord must be included. Printer loaner must be shipped to Rebo BV within three (3) working days of receipt of Company's repaired printer. In the event of a late return, Company may be charged at Rebo BV's then current Printer rental rate.

3. Rebo BV easy installation and set-up.

This is achieved via the Getting Started URL which is delivered to all end users on purchase. Additional support to install and set-up Rebo BV products is available either direct from Rebo BV technical support or the local distributor.

4. CONTACTING REBO BV TECHNICAL SUPPORT. Rebo BV Technical support may be contacted by phone or email.

E Mail : support@rebo.nl Tel: + 31 35 60 169 41

6. LIMITATION OF LIABILITY. In no event shall Rebo BV be liable to Company or any other third party for special, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever, whether arising under contract, warranty, or tort (including negligence and strict liability) or any other theory of liability even if the possibility of such damages were disclosed to Rebo BV or could have reasonably been foreseen by Rebo BV. Rebo BV's liability under this Agreement shall never exceed the fees received by Rebo BV from Company. The limitations specified in this Section 7 will survive and apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose.

7. GOVERNING LAW. This Agreement is governed by the laws of the country of the Netherlands without regarding to the conflict of laws. The parties acknowledge and agree that this Agreement does not relate to the sale of good and will not be governed either by either the Uniform Commercial Code or the United Nations Convention on Contracts for the International Sale of Goods. Any disputes, claims or controversies arising under or relating to this Warranty shall be determined by binding arbitration. The arbitration shall be administered by the appropriate Dutch authorities and shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties. The arbitration shall take place in the Netherlands. All fees and expenses of the arbitration shall be borne by the parties equally, however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proof. Under no circumstances may the arbitrator have the power to award consequential, incidental, special, indirect or punitive damages.

8. FORCE MAJEURE. Other than for payment, neither party shall be liable for delays in performance or non-performance in whole or in part due to any causes that are beyond its reasonable control, such as acts of God, fire, strikes, embargo, acts of government or other similar causes.

9. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect