



ZEBRACARE™ PRINTER MAINTENANCE AGREEMENT
Back-to Factory Coverage

1. Term & Term Renewal

The terms of this Agreement shall be for the contract term stated. Thereafter, at Customer's written request and subject to the then acceptance of Zebra Technologies International, LLC ("Zebra") at its sole discretion, this Agreement may be renewed for an additional one (1) or two (2) year period at Zebra's then applicable rates as quoted to the Customer to be paid at the time of any such renewal. In the event of such renewal, Customer, at Zebra's request, agrees to execute Zebra's then applicable form of this Agreement.

2. Services Provided by Zebra

- A. Zebra will provide factory repair service availability during its normal business hours, 7:00 am. to 3:30 pm. Monday through Friday, excepting holidays observed by Zebra, at Zebra's repair facilities with regard to each unit of equipment specified herein. Factory repair service shall include required repair, if any, of the nonfunctioning equipment and any such preventative maintenance and adjustments as Zebra shall deem necessary.
- B. Zebra shall use its best efforts to provide a repair turnaround time of five (5) business days or less, commencing as the date of receipt of Customer's covered equipment by Zebra to the date of shipment of the repaired equipment by Zebra. Where **Advantage** or **Advantage Overnight** service is selected, said turnaround time shall be two (2) business days or less.
- C. Repairs not covered as a result of the exclusions set forth in this Agreement will be made subject to then current Zebra time and material or fixed rates applicable to such unit of equipment and shall be pre-approved by Customer before being performed.
- D. Services under this Agreement specifically exclude, without limitation, printhead and battery replacement, unless battery or printhead replacement coverage is selected by Customer. Printheads and batteries will be replaced and charged to the Customer according to the current Zebra parts list rates or as stated on the face of this Agreement.
- E. Requests for expedited repair service will be charged at the then current Zebra "RUSH" repair service rate unless stated otherwise on the face of this Agreement.
- F. Where **Advantage PLUS** service is selected, Zebra will store and administer Customer owned spare units pool at the indicated level. Zebra will use its best efforts to continually replenish the spare units pool with Customer-owned repaired units so as to maintain the level of such pool to as close to the agreed upon level as possible.

3. Comprehensive Coverage

- A. Customers who select comprehensive coverage will be entitled to repair of non-cosmetic damage effecting the operation of the unit, with the exception of units where the damage is considered to be beyond economical repair as reasonably determined by Zebra. Such service will include replacement of failed printheads and repair of equipment that is damaged due to accident, misuse, or abuse. All other exclusions from coverage set forth in this Agreement will continue to apply.
- B. Customer must return the equipment to Zebra in order to receive comprehensive coverage. There will be no advance shipment of printheads or parts for comprehensive coverage.



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4. Battery Replacement Coverage

- A. Customers who select battery replacement coverage will be entitled to replacement by Zebra of a percentage of batteries that have failed (20%, 30% or 40%) from the total number of printers that are included under the replacement coverage. Such percentage and the number of printers to be covered are selected by the Customer at inception of the Agreement. A minimum of 10 printers must be covered in order to be eligible for battery replacement coverage.
- B. Zebra will determine the number of batteries to be provided to the Customer by “rounding up” to the whole number of batteries. For example, if a Customer purchases one year of battery coverage on 25 units under a 30% program, Zebra will provide 8 batteries to Customer. If a Customer purchases 2 years of battery coverage on 25 units under a 30% program, Zebra will provide 16 batteries to Customer.
- C. Customer must return the printer containing the used battery to Zebra in order to receive the replacement. There will be no advance shipments of replacement batteries.

5. Printhead Replacement Coverage

- A. Customers who select printhead replacement coverage will be entitled to replacement by Zebra of a percentage of printheads that have failed (20%, 30% or 40%) from the total number of printers that are included under the replacement coverage. Such percentage and the number of printers to be covered are selected by the Customer at inception of the Agreement. A minimum of 10 printers must be covered in order to be eligible for printhead replacement coverage.
- B. Zebra will determine the number of printheads to be provided to the Customer by “rounding up” to the whole number of printheads. For example, if a Customer purchases one year of printhead coverage on 25 units under a 30% program, Zebra will provide 8 printheads to Customer. If a Customer purchases 2 years of printhead coverage on 25 units under a 30% program, Zebra will provide 16 printheads to Customer.
- C. Customer must return the printer containing the failed printhead to Zebra in order to receive the replacement. There will be no advance shipment of replacement printheads.

6. Payment

Zebra shall invoice the Customer for amounts due hereunder. All amounts due shall be paid on or before 30 days from the date of Zebra’s invoice. Amounts that are not paid when due shall be subject to a late payment charge of 1.5% per month until paid.

7. Advantage Overnight Coverage

Customers who select **Advantage Overnight** coverage will be entitled to obtain all of the features of **Advantage** coverage, plus next day shipping via best way overnight. All deliveries are subject to the terms and conditions set forth by Zebra’s selected carriers, including availability. Once tendered to the carrier, Zebra is not responsible for lost or late shipments. Saturday delivery is excluded under this program.



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8. Additional Exclusions

Unless covered under the Comprehensive Coverage program, services provided by Zebra under this Agreement do not include repairs, testing or replacement of equipment or parts caused by:

- A. Unauthorized tampering/modification of the equipment.
- B. Use of the equipment for other than the use for which designed.
- C. Accident, misuse, abuse, neglect or disaster, including but not limited to, fire or flood.
- D. Parts, cables, computers and/or accessories external to the equipment.
- E. Shipping damage.
- F. To the extent that the use of non-Genuine supplies (media and/or ribbons), printheads, or batteries shall have caused any defect in the printer for which a claim is made, any claim for service under this Agreement shall be null and void and the user shall be responsible for Zebra's then current charges for labor and materials to repair such defect.

9. Shipment

Prior to returning equipment to Zebra, Customer shall:

- A. **Obtain a Zebra Return Material Authorization (RMA) Number by calling 847.913.2259**
- B. Ship the equipment, **transportation and insurance pre-paid**, to Zebra; and include with the complete unit or subassembly, a written description of the claimed defect. RMA # must be outside of box.
- C. Unless Zebra authorizes the return of the complete unit, Customer shall return only the faulty subassembly; provided, that complete printers must be returned to Zebra for battery and printhead replacement. Complete units or subassemblies returned shall be packed in the original shipping container or comparable strong cartons. In the event equipment is not so packaged and shipping damage occurs or if shipping damage is evident, the equipment will only be accepted for service on a time and material basis at Zebra's then current rates.
- D. Surface transportation charges for the return of equipment to the Customer shall be paid by Zebra within the contiguous forty-eight (48) United States and District of Columbia unless otherwise stated on the face of this Agreement. The Customer shall pay all shipping costs, customs clearance and other related charges outside of the designated area unless otherwise stated on the face of the Agreement.
- E. Where Customer has selected the **Advantage PLUS** service, Zebra shall use its best efforts to ship for next business day delivery, excluding Saturday delivery, Customer-owned replacement units to designated location(s). Zebra must receive the defective unit prior to shipping replacement unless otherwise specified. Cutoff time for shipping from Zebra will be at 2 pm. CST. Overnight transportation charges for return of equipment to the Customer shall be paid by Zebra within the contiguous forty-eight (48) United States and District of Columbia unless otherwise stated on the face of this Agreement. The Customer shall pay all shipping costs,



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customs clearance and other related charges outside of the designated area unless otherwise stated on the face of the Agreement.

- F. If Zebra determines that the equipment returned for service is not defective and Customer did not make reasonable effort to determine the nature of failure before returning the equipment to Zebra, Customer shall pay the then applicable minimum service charge and transportation.

10. Disclaimer and Limitation of Liability

- A. Zebra's sole obligation under this Agreement shall be to use its best efforts to repair, subject to the terms of this Agreement, any unit of defective equipment specified herein.
- B. Units of equipment determined by Zebra to be non-repairable will be returned to Customer (unless Customer elects to abandon such item of equipment at Zebra's premises), surface transportation prepaid by Zebra, and that specific item of equipment shall be deemed removed from this Agreement. No credit under this Agreement shall be allowed for any such item of equipment so removed.
- C. Zebra shall not under any circumstances whatsoever be liable to Customer or any other party for lost profits, diminution of goodwill or any other special or consequential damages whatsoever with respect to any claim hereunder. In addition, Zebra's liability for service claims shall not, in any event, exceed the amount paid by Customer pursuant to this Agreement for the then current applicable term, nor shall Zebra be liable for delays in replacement or repair of equipment hereunder caused by matters beyond its reasonable control.

11. Assignment

Customer shall have the right to assign its rights under this Agreement to any purchaser of the equipment herein described. Any such assignment shall be in writing and an executed copy thereof shall be delivered to Zebra by Customer.

12. General

- A. Zebra shall have the right to suspend its services hereunder or terminate this Agreement in the event 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 Zebra, in which event Zebra'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.
- B. Zebra shall have the right to modify these terms and conditions to be effective during any extension period subsequent to the then applicable Agreement term and Customer agrees that such modifications, if any, shall be applicable to any extension period. The Customer represents that it is the owner of the equipment covered under this Agreement. Any Zebra services provided outside the scope of this Agreement will be furnished at Zebra's then applicable time and material or fixed rates then in effect.
- C. Printers that have been approved for inclusion into this Service Agreement via the "Service Agreement Self-Inspection" form may be subject to a 30-day exclusion from coverage under this



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Agreement at the sole discretion of Zebra. Zebra will accept printers under this Agreement “sight unseen” if they are less than one year old or if coming off an existing contract. Printers which are more than one year old which are tendered for repair within 30 days after the acceptance of this Agreement by Zebra will be subject to a standard service check, along with any charges for labor and parts at Zebra’s then current rates to return the printer to factory standards.

- D. This Agreement shall be deemed to be made in Illinois and shall be governed by the laws of the State of Illinois. 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 Cook County, Illinois, and Customer hereby submits to the jurisdiction on such courts. Claims against Zebra under this Agreement shall only be litigated in the state or federal courts located in Cook County, Illinois.
- E. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, communications, discussions and correspondence concerning the subject matter hereof.

13. Cancellation Policy

You may cancel this Agreement by written notice to Zebra for a full refund within thirty (30) days of receipt of purchase order or before Zebra’s receipt of the first printer, whichever comes first.