BARCODE SCANNER AND ACCESSORIES LIMITED WARRANTY TERMS AND CONDITIONS

Brady Worldwide, Inc. ("Brady") extends this Limited Warranty to the Original End-User (defined below) of a Barcode Scanner and/or related accessories ("Product" or "Products"). This Limited Warranty provides specific legal rights, obligations, and limitations, pertaining to the Products in addition to rights provided by law. Except where prohibited or restricted by law, there are no warranties which extend beyond the Warranty Terms and Conditions herein.

For the purposes of these Warranty Terms and Conditions, an "**Original End-User**" is defined as the first individual or entity to use a Product covered by these Warranty Terms and Conditions for its intended purpose after purchasing the Product new from Brady or from an authorized Brady distributor or reseller.

These Warranty Terms and Conditions supplement Brady's <u>Terms and Conditions of Sale</u>, which continue to apply in full force, except where explicitly modified by the provisions herein.

1. Limited Warranty Period: Brady warrants only to the Original End-User that the Products will be free from defects in materials and workmanship under normal use and service for a limited time period ("Limited Warranty Period"). If a valid warranty registration has been completed for a Product, the Limited Warranty Period for the Product begins upon shipment of the Product to the Original End-User. If a valid warranty registration has not been completed for a Product, the Limited Warranty Period for the Product begins on the last Product shipment date recorded in Brady's records. The specific duration of the Limited Warranty Period applicable to each Product is as specified below:

Product	Limited Warranty Period	
Handheld Barcode Scanners:	3 years	
V2200, V3200, V4500		
Cradles: V1300, V1400	3 years	
Battery and Accessories for	1 year	
Handheld Barcode Scanners		
Fixed Barcode Scanners:	1 year	
V6100, V6110, V6180, V7000	-	

2. Limitations:

- (a) This Limited Warranty does not apply to:
 - (i) any cosmetic damage to a Product, including but not limited to scratches, dents, or broken plastic;
 - (ii) any Product on which the Brady serial number has been removed, altered, or defaced; or

- (iii) any defect that is the result of accident, neglect, tampering, mishandling, unauthorized repair, or failure to provide reasonable care for the Product.
- (b) This Limited Warranty shall be null and void in the following circumstances:
 - (i) the Product is subjected to abuse, misuse, flood, fire, or other unusual physical or electrical stress;
 - (ii) the Product is used with non-Brady products or peripherals, including batteries, power supplies, cables, and/or docking stations/cradles;
 - (iii) the Product is immersed in fluids or exposed to cleaning products not approved by Brady;
 - (iv) the Product is handled in a manner or for purposes other than those approved or instructed by Brady;
 - (v) the Product is modified or repaired by anyone other than an authorized Brady service provider.
- **3. Repair Process:** In order to avail itself of this Limited Warranty, and as a condition precedent thereto, the Original End-User must take the following actions:
- (a) Obtain a return authorization ("**RA**") from Brady, 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 Brady and immediately returned to the sender, freight collect.
- (b) Ship the Products being returned to Brady, freight prepaid, together with a written description of the claimed defect.
- (c) Pack the Products being returned in the original packing carton or equivalent. Damage in transit is the Original End-User's responsibility and may be cause to void the warranty claim.
- 4. Transportation Costs: Brady will pay freight only to return Products to the Original End-User. However, if Brady determines in the exercise of its reasonable but sole discretion that the Products returned for warranty service are not defective, or do not otherwise qualify for warranty service, the Original End-User shall be liable for all costs of handling and transportation. For Brady to cover shipping costs as indicated above, the Original End-User must use the shipping method and the account number provided by Brady technical support. Standard ground shipping methods will be used in all cases, except as otherwise agreed upon in writing by Brady.

<u>For Central and South America and parts of Mexico and Canada:</u> Restrictions apply and the transportation policy may differ from that stated herein. Please contact your local Brady office for details.

5. Brady's Obligations under this Limited Warranty and Disclaimer of all other Warranties:

- (a) If a valid warranty claim is received by Brady while the Limited Warranty is in effect, Brady's sole obligation shall be to either: (i) repair the defective Products using new parts or parts equivalent to new in performance and reliability, or (ii) replace the defective Products with new or refurbished Products with equivalent functionality and performance. Brady does not assume responsibility for delays in replacement or repair of Products. Products repaired or replaced by Brady under warranty shall be warranted for the balance of the original Limited Warranty Period or ninety (90) days, whichever is longer.
- (b) THE LIMITED WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF BRADY FOR LOSSES, EXPENSES, INCONVENIENCES, OR DAMAGES (WHETHER SPECIAL, INDIRECT, SECONDARY, OR CONSEQUENTIAL) ARISING FROM OWNERSHIP OR USE OF THE PRODUCTS.

6. Limitation of Liability:

- (a) No salesperson, representative, or agent of Brady is authorized to make any guarantee, warranty or representation that contradicts these Warranty Terms and Conditions. Any waiver, alteration, addition, or modification to the Warranty Terms and Conditions contained herein must be in writing and signed by an executive officer of Brady in order to be valid, binding, and enforceable.
- (b) All statements, technical information, or recommendations relating to the Products are based upon tests believed to be reliable, but do not constitute a guaranty or warranty.
- (c) BRADY SHALL NOT BE LIABLE TO ANY PARTY FOR LOSS OF PROFITS, DIMUNITION OF GOOD WILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES WITH RESPECT TO ANY CLAIMS IN CONNECTION WITH THE PRODUCTS.
- (d) Brady's maximum liability for warranty claims is limited to the invoice price of the Products that are claimed to be 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. In such event, all other Warranty Terms and Conditions provided herein shall remain in full force and effect.
- (e) Brady is not responsible for backing up or restoring any software, data, or configuration settings, or reinstalling any of the foregoing, on any Products that Brady repairs or replaces.

7. Contacting Brady Technical Support: Brady technical support may be contacted by phone or email. The chart below is subject to change. Certain countries may be excluded from technical support. Please contact Brady for details.

Country	Telephone	Email	Hours
United States	1-800-643-8766	tech_support@bradycorp.com	7am–6pm CST, M–F
Canada	1-800-263-6179	bradycanada_technicalsupport@bradycorp.com	7:30am-3:30pm CST, M-F
Mexico (Tijuana)	1-800-643-8766 or 1-800 212-8181	soporte_tecnico@bradycorp.com	8am–5pm CST, M–F
Mexico (other areas)	1-800-212-8181	soporte_tecnico@bradycorp.com	8am–5pm CST, M–F
Central America	1-866-748-4424	soporte_tecnico@bradycorp.com	8am–5pm CST, M–F
South America (except Brazil)	1-866-748-4424	soporte_tecnico@bradycorp.com	8am–5pm CST, M–F
Brazil	+55 11 4166-1500 ext. 5	at@bradycorp.com	8am-5pm CST, M-F
Caribbean	1-866-748-4424	soporte_tecnico@bradycorp.com	8am-5pm CST, M-F

- 8. Limitation of Liability: In no event shall Brady be liable to the Original End-User 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 Brady or could have reasonably been foreseen by Brady. Brady's liability under this agreement shall never exceed the fees received by Brady from the Original End-User. The limitations specified in this Section 8 will survive and apply even if any limited remedy specified in these Warranty Terms and Conditions is found by a court of competent jurisdiction to be defective or invalid.
- **9. Governing Law:** These Warranty Terms and Conditions are governed by the laws of the State of Wisconsin without regarding to the conflict of laws. The parties acknowledge and agree that these Warranty Terms and Conditions will not be governed by either the Uniform Commercial Code or the United Nations Convention on Contracts for the International Sale of Goods.
- **10. Force Majeure:** Brady shall not be liable for delays in performance or nonperformance in whole or in part due to any causes beyond Brady's reasonable control, such as acts of God, fire, strikes, embargo, acts of government, or other similar causes.
- **11. Severability:** If any provision of these Warranty Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these Warranty Terms and Conditions shall remain in full force and effect.