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1 Term & Term Renewal

These Terms and Conditions (“T&C’s”) and the Enrollment Form on the front of these T&Cs (the “Enrollment Form”) are referred to herein as the “Agreement”. This Agreement will begin on the date accepted by Zebra Technologies International, LLC (“Zebra”) and will continue for a period of one (1) year thereafter. At its sole discretion, Zebra may automatically renew this Agreement for an additional one (1) year period by providing written notice to Customer. Zebra reserves the right to cancel this Agreement at any time, and will provide written notice to Customer if this right is exercised.

2 Zebra’s Obligations

- a. Zebra will send new genuine Zebra™ printheads (“New Printheads”) for the purpose of replacing Customer’s installation base of genuine Zebra printheads which fail during normal use (“Failed Printheads”). In order to obtain a New Printhead, Customer shall complete a Printhead Request Form (provided by their reseller or Zebra sales representative) (the “Printhead Request”) and send it to the address set forth on the Printhead Request. Zebra shall use its best efforts to ship the New Printheads to site locations in the U.S. and Canada (“Locations”) within two (2) business days from receipt of the Printhead Request. Best method ground transportation costs for the New Printheads shall be paid by Zebra. In the event Customer requires faster delivery of the New Printheads (e.g. via overnight courier or air delivery), Customer shall arrange for Zebra to ship the New Printheads collect through the Customer’s courier of choice.
- b. Unless stated otherwise on the Enrollment Form, Zebra will not accept a Printhead Request within thirty (30) days after the acceptance of this Agreement by Zebra.
- c. Printers covered under this Agreement that require a printhead replacement while at a Zebra repair facility are entitled to the replacement at no charge to the customer for the part. All other applicable repair charges still apply.
- d. Printheads that are damaged through (i) unauthorized tampering/modification or the equipment for which it was designed, (ii) use of the printheads for other than the use for which designed, or (iii) accident, misuse, abuse, neglect or disaster, including but not limited to fire or flood shall not be eligible for replacement under this Agreement.

3 Customer’s Obligations

- a. Customer shall use genuine Zebra™ media and ribbons exclusively in all printers covered under this Agreement. If non-Zebra supplies are used in any of said printers, Zebra reserves the right to invoice the account listed on the Enrollment Form for any New Printheads claimed under this Agreement at Zebra’s then current rates.
- b. Customer shall make reasonable efforts to facilitate inspections of the Locations by a Zebra representative in the event an inspection is requested by Zebra.

- c. Customer shall keep Failed Printheads available for shipment to Zebra for thirty (30) days after replacing them with New Printheads. If Zebra requests the Failed Printheads for evaluation and the customer cannot meet that request, Zebra reserves the right to invoice the account listed on the Enrollment Form for the New Printheads at Zebra’s then current rates.

4 Disclaimer and Limitation of Liability

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 claims shall not, in any event, exceed the amount paid by Customer in connection with this Agreement nor shall Zebra be liable for delays in the replacement of printheads caused by matters beyond Zebra’s reasonable control.

5 Assignment

Customer may not assign its rights under this Agreement to any purchaser of a Zebra printer covered under this Agreement.

6 General

- a. Zebra shall have the right to suspend its services hereunder or terminate this Agreement in the event of any default by Customer under this Agreement. Customer shall not be entitled to any refund or credit in 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 the amount paid by Customer in connection with this Agreement.
- b. This Agreement shall be deemed to be made in the State of 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 of such courts. Claims against Zebra under this Agreement shall only be litigated in the state or federal courts located in Cook County, Illinois.
- c. 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.

7 Cancellation Policy

Customer may cancel this Agreement by written notice to Zebra before submittal of the first Printhead Request.