

Avery Dennison® Terms/Conditions/Limited Warranty

Thank you for purchasing a Monarch®-brand product ("Product"). Avery Dennison Retail Information Services, LLC ("Avery Dennison") warrants that your Product will be free from defects in material and workmanship for a period of one (1) year from the date of shipment by Avery Dennison. Please read this warranty very carefully. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REMEDIES, WHETHER IN LAW OR EQUITY. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE, NON-INFRINGEMENT OF ANY STATUTORY OR COMMON LAW INTELLECTUAL PROPERTY INTEREST, INCLUDING ANY PATENT, TRADEMARK, COPYRIGHT, TRADE DRESS, TRADENAME, OR TRADE SECRET INTEREST, OR OTHERWISE, EXCEPT AS SET FORTH HEREIN (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO PRODUCTS SOLD BY AVERY DENNISON. AVERY DENNISON MAKES NO REPRESENTATIONS OR WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, EVEN IF AVERY DENNISON HAS BEEN MADE AWARE OF SUCH RIGHTS OR INFRINGEMENT. AVERY DENNISON SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. AVERY DENNISON SHALL NOT BE LIABLE TO PURCHASER FOR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS OR ANY OTHER AGREEMENT. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS (INCLUDING, WITHOUT LIMITATION, ANY TERMS CONTAINED ON ANY PURCHASE ORDER WHICH CONFLICT WITH THE TERMS CONTAINED HEREIN) SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF AVERY DENNISON. It is expressly agreed and understood that Avery Dennison's sole obligation and your exclusive remedy under this warranty, shall be limited to repair or replacement of defective Product(s) without charge at Avery Dennison's plant or at the location of Product (at Avery Dennison's election), or in the event replacement or repairs is not commercially practical, to Avery Dennison's issuing you a credit reasonable in light of the defect in the Product.

ENTIRE AGREEMENT – All orders for the Products are specifically governed by these Terms and Conditions of Sale ("Terms and Conditions"), which are the exclusive terms upon which Avery Dennison will sell its Products and services to the customer thereof. These Terms and Conditions may not be altered except in a writing signed by an authorized officer of Avery Dennison.

GENERAL – Any terms or conditions contained in customer's purchase order, confirming memorandum, or other document or documents which are inconsistent with or additional to these Terms and Conditions shall not be binding on Avery Dennison and shall not be deemed a part of these Terms and Conditions or any agreement of which they form a part ("Agreement"). All such terms are hereby expressly rejected, and Avery Dennison's obligations under any such Agreement are expressly conditioned on acceptance by customer of these Terms and Conditions, together with any additional or supplemental (but not contradictory) terms contained in Avery Dennison's order acknowledgement.

Warranty Period – The limited warranty starts on the day the Product is shipped from Avery Dennison and ends after a period of one (1) year or when the Product's life has been exceeded, whichever occurs first.

Warranty Claims – To process a claim under this warranty the failure must have resulted solely from a manufacturing defect or deterioration of the Product due to such manufacturing defect. Without limiting the generality of the foregoing, there is no warranty for the failure of the Products due to storage, handling, installation, maintenance, vandalism or mischief. Avery Dennison has published instructional bulletins pertaining to the storage, handling, and use of Product, approved (collectively, the "Procedures"). Avery Dennison reserves the right to reject any warranty claim where the customer cannot satisfactorily prove or demonstrate that the Avery Dennison Procedures were utilized. The date of installation, warranty registration, and claim Procedures established by Avery Dennison must be followed, and failure to follow such Procedures shall void this warranty. Replacement Product carries only the unexpired warranty portion of the Product it replaces, if any.

Inspection and Acceptance - Customer will inspect all Products for obvious physical damage immediately upon receipt thereof and may reject any Product that fails in a material way. Any Product not properly rejected within fifteen (15) days of receipt of that Product by Customer (the "Rejection Period") will be deemed accepted. To reject a Product, Customer will, within the Rejection Period, notify Avery Dennison in writing of its rejection and request a returned material authorization number from Avery Dennison.

Parts and Labor – Avery Dennison, at its option, will provide new or remanufactured parts and labor, free of charge, to correct defects in material and workmanship for the Product(s) covered by the limited warranty during the warranty period.

For Mobile Work Stations, during the first sixty (60) days of the warranty period, labor and travel by an Avery Dennison Representative is included. Labor and travel will be charged after the initial sixty (60) days. Replacement parts are warranted for ninety (90) days from the date installed, labor is warranted for thirty (30) days from the date of service. Support Agreements are also available upon request.

Shipping – The customer is responsible for inbound transportation charges and Avery Dennison is responsible for return transportation charges (via ground) to correct defects in material and workmanship during the limited warranty period. It may be necessary to contact Avery Dennison for a return material authorization number prior to shipping the Product.

Packaging – Products returned shall be packaged in the original packaging and shipping container to the extent available and suitable for return or comparable container and packaging to protect the Product during shipment. In the event the Product is not packaged properly or if shipping damage is evident, Avery Dennison will not accept the Product for service under warranty. Products received in unsuitable containers will be returned in Avery Dennison -approved packaging at the customer's expense.

Thermal Printhead Warranty – The thermal printhead ("Printheads") is covered by a prorated limited warranty of six (6) months or one million (1,000,000) inches of use, whichever occurs first. Printheads used with Monarch® TUFF-MARK® supplies or Avery Dennison 611/612 printers are warranted for six (6) months or one hundred thousand (100,000) inches, whichever occurs first. Physical damage to the Printhead is not covered by the limited warranty.

Battery and Cable Warranty - Batteries and cables are covered by a prorated limited warranty of three (3) months from the date of shipment. Physical damage to the batteries or cables is not covered by the limited warranty. Use of non-Monarch®/Avery Dennison® or unapproved batteries in your device will void the warranty.

Cutters – Cutters are covered by one the following limited warranties: 9416® Printer - one (1) year or one hundred thousand (100,000) cuts (using 0.28 mm supply), or five hundred thousand (500,000) cuts (using 0.06mm to 0.12mm supply) whichever occurs first. 9855® Printer (926® Cutter) and ADTP1 Printer (933 Cutter) - one (1) year or one million (1,000,000) cuts, whichever occurs first. **Exception:** The limited warranty on cutters used in or with RFID printers is one (1) year from the date of shipment, or five hundred thousand (500,000) cuts, whichever occurs first.

Consumables – The Product limited warranty does not include or cover consumables or sundry items such as ribbons, tags, labels, batteries, cables or Printheads (see above battery, cable, Printhead, and cutter warranties).

Use of Supplies – Only genuine Monarch® or Avery Dennison® supplies are recommended for use in our products. This limited warranty does not cover service required as a result of the use of non-Monarch®/Avery Dennison® supplies.

Host Communication – Service required to develop or correct on-line host communications, including the use of non-Monarch® communications cables, is not covered by the Product warranty.

Operating Instructions – Proper operation of the Product requires the user to read and follow the operating instructions. The limited warranty does not cover service that is required as a result of operator negligence, error and/or failure to read and follow the documentation included with the Product and as updated from time to time and available on request or from Avery Dennison's website.

Installation and Training – Installation and training of the operators is a professional service that is available on a time and material basis. Installation and training is not covered by the limited warranty.

Misuse and Force Majeure – Avery Dennison has no obligations or liability under this warranty with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or installed. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to, vandalism, cleaning solutions, moisture or excessive temperature. This warranty does not cover damage to Printheads, batteries and cables caused by accident, abuse, violence, acts of God or use of non-approved supplies/parts, or those not meeting our specifications. Damage from fire, structural failure, lightning, accidents, and other force majeure events are not covered by this warranty.

LIMITATION OF LIABILITY: In no event shall Avery Dennison be liable for any incidental or consequential damages, including but not limited to loss of profit, loss of use or production or loss of capital, even if it has been advised of the possibility of such damages. The remedies of customer set forth herein are the sole and exclusive remedies of customer relating to the Products purchased from Avery Dennison. The total liability of Avery Dennison with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or use of any Products, whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, shall not exceed the purchase price of the Products upon which liability is based.

INDEMNITY: Customer shall defend and indemnify Avery Dennison against any and all losses, damages and expenses, including attorneys' fees and other costs, that Avery Dennison may sustain in defending any action based upon any claim of negligence, breach of implied warranty, or similar claim arising directly or indirectly from the act, omission or negligence of the customer in connection with or arising out of the use, operation, replacement or repair of any Product sold by Avery Dennison to customer.

COMPLIANCE: All Avery Dennison Products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and other applicable laws.

This limited warranty is valid only in the United States of America and Canada.

This limited warranty is the only warranty on which the customer can rely. Avery Dennison reserves the right to make changes in the products, programs and their availability at any time and without notice.

This warranty is void if the Product is altered or repaired by anyone except an authorized Avery Dennison service representative or contrary to the instructions provided.

If any court of competent jurisdiction or relevant government agency holds any provision of this warranty and limitation of liability to be illegal, void, invalid or unenforceable, whether in terms of any competition, legislation or otherwise, such provision shall be deleted and severable from this warranty and limitation of liability but deletion shall not affect the validity or enforceability of any other provisions hereof.

To Initiate a Warranty Claim – The customer must follow the steps below in order to make a warranty claim under the limited warranty:

Report your problem to our technical support center. For U.S. customers, call **(800) 543-6650**. For Canadian customers, call **(800)-387-4740**.

A technical support specialist will work with you to attempt to resolve the problem by telephone. If telephone resolution of your problem is unsuccessful, after consultation and authorization from your technical support specialists, return your Product prepaid, for warranty repair, subject to the terms of the limited warranty above.

SEVERABILITY: Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

CHOICE OF LAW: All contracts shall be governed by and construed in accordance with the laws of the State of Ohio and the United States of America with venue for such disputes in the courts located in Ohio. All statements, technical information and recommendations about Avery Dennison Products are based upon tests and information believed to be reliable but do not constitute a guarantee or warranty of any kind. All Avery Dennison products are sold with the understanding that Purchaser has independently determined the suitability of such products for its intended and other purposes.

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