



Evolis Card Printer Limited Warranty

Including the following printer models: Dualys Card Printer

1) INSPECTION OF PRODUCT UPON RECEIPT

You must examine all components of the Evolis brand card printer delivered to you immediately upon receipt. In the event that any component is missing, damaged or visibly defective, you must notify Evolis or the Evolis Reseller who sold you the printer within ten (10) days from the date of delivery of the product. If you fail to give notice as required, you will be deemed to have accepted the product and waived any claim you may have against Evolis and/or the Evolis Reseller with respect to damage or defects discoverable at delivery.

2) WHAT IS COVERED

Evolis Card Printer ("Evolis") warrants to the original purchaser that the printer (printer model(s) mentioned above) will be free from defects in materials or workmanship for a period of two (2) years from date of original purchase. The original purchaser must be able to demonstrate the purchase or must register the printer on the www.evolis.com internet site.

If the printer proves to be defective in materials or workmanship during the warranty period, Evolis will choose either, to repair, replace or refund the price paid for the printer. A printer that is repaired or replaced under the warranty period will be warranted for the remainder of the original warranty.

In order to make a warranty claim you must contact an Evolis Reseller. You will be responsible for packaging the printer for shipment and the costs of shipping and insurance of the printer from the point of use of the printer to the Evolis Reseller. The Evolis Reseller will bear the costs of shipping and insuring the printer from the repair location to the address from which the printer was shipped.

3) WHAT THIS WARRANTY DOES NOT COVER

Evolis is not responsible for warranty service should the serial number label be removed from the printer.

Evolis is not responsible for warranty service should the printer fail to be properly maintained or fail to function properly as a result of:

- Non observance of the installation instructions described in the printer manuals,
- Duty cycle abuse with cleaning of the printer and/or print head not conform with the instructions described in the printer manuals,
- Use of other but Evolis ribbons. For instance, the use of other but Evolis ribbons may affect the quality and reliability of the printing works, by causing poor quality printouts, or may even affect the operation of the printer. The warranty does not cover material damage or quality problem caused by the use of other but Evolis ribbons,
- All printer modifications or adaptations not expressly reported to and approved by Evolis.
- The use of options not manufactured / supported by Evolis,
- The use of printing support (cards) not supported by Evolis,
- Inappropriate shipping (the resending of the printer in any packing that is not the original packing),
- Damage caused by disasters such as fire, flood, and lightning,
- Service other than by an Evolis Reseller or certified Evolis Repair Centre (ERC).

Postage, insurance or shipping costs incurred in presenting your Evolis printer for warranty service are your responsibility. If a claimed defect cannot be identified or reproduced in service, you will be held responsible for cost incurred.

Evolis is not bound by any obligation to repair, replace or reimburse while the customer does not return the faulty product to Evolis.

If Evolis is unable to repair the faulty material covered by the warranty, Evolis will proceed to replace it with a new or second hand product as long as the functions are at least the same as those of the original product it replaces.

No goods may be returned to Evolis without an RMA (Return Material Authorisation) number. To obtain an RMA number, contact an Evolis Reseller or an Evolis Repair Centre (ERC).

For all goods returns, the Evolis Reseller or the Evolis Repair Centre (ERC) may ask you to provide proof of purchase of the material.

You are responsible for all damage caused in resending in any other but original packaging. Evolis Card Printer may refuse to accept reception of the goods.

4) PRINT HEAD WARRANTY

Evolis warrants that, under normal use and service, the thermal print head supplied with your printer shall be free from defects in materials and workmanship for a period of two (2) years from the date of original purchase of the printer.

In the event a warranty claim is submitted for a defective print head, Evolis reserves the right to inspect the printer, the print head and your blank or/and printed cards for the purpose of verifying that any such claim defect has not been caused by non-Evolis certified ribbons and/or cards that do not meet Evolis specifications, or by foreign particles or substances which have caused abrasion damage. Evolis' decision in any such claim shall be final.

In the event you believe a print head is defective you should call an Evolis Reseller or an Evolis Repair Centre (ERC) for assistance.

In the event the print head is found to be defective, Evolis, as its sole obligation under this warranty, will replace the defective print head or refund the purchase of the print head. The replacement print head will be warranted for the remainder of the original warranty.

5) SPARE PARTS WARRANTY

Evolis warrants that all spare parts shall be free from defects in materials and workmanship for a period of six (6) months (unless otherwise stated) from the date of the original purchase. This warranty no longer covers the product if it is modified, poorly installed, poorly used or damaged by accident of neglect.

6) LIMITATION OF LIABILITY

THE FOREGOING WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

PURCHASER'S SOLE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE AS EXPRESSLY SET FORTH ABOVE.

NEITHER EVOLIS CARD PRINTER NOR THE RESELLER OF THE EQUIPMENT OR SYSTEMS SET FORTH ABOVE SHALL BE LIABLE TO YOU FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EITHER SIMILAR DAMAGES OR CLAIMS, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR ANY OTHER COMMERCIAL DAMAGE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL EVOLIS CARD PRINTER OR ITS RESELLER BE LIABLE FOR ANY DAMAGES TO YOU OR ANY THIRD PARTY EXCESSIVE PRICE PAID FOR THE PRINTER REGARDLESS OF THE NATURE OR FORM OF THE CLAIM.

THE ACTUAL WARRANTY IS GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE FRENCH LAWS IN FORCE. EXCEPTED CONTRARY PROVISIONS ACCEPTED BY EVOLIS CARD PRINTER, THE BRUSSELS CHAMBER OF COMMERCE IS THE ONLY ONE COURT OF JURISDICTION COMPETENT FOR ANY LITIGATION BOUND DIRECTLY OR INDIRECTLY TO THE ACTUAL WARRANTY.