

PRINTER MODEL: **Badgy, Badgy100 & Badgy200** (here after referred to as "Product")

The General Conditions for the Evolis Badgy After-Sales Service listed below, are meant to support the Owner or Supplier of the Product (hereafter referred to as the "Client") if the Product has a manufacturing defect, or develops any operating defects. These conditions are a supplement to the document of "Warranty Conditions and Limitations" which is shipped with the Product.

Evolis – The Product Manufacturer – has set up its dedicated organization, processes and infrastructure for After-Sales Service, to enable quick and efficient support to those who need assistance.

After-Sales Service starts from the Product's invoice date. Any request for support made to the Evolis Badgy After-Sales Service implies that the Client expressly accepts, without reservation, all general conditions stated herein.

Evolis reserves the right to update the After-Sales Service General Conditions at any time and without prior notice to the Client. The Client can review the most up-to-date After-Sales Service General Conditions on the Web at www.badgy.com.

1) Inspecting the potential defective Product by Evolis Badgy Technical Support.

If the Product does not seem to be operating according to the standard operating characteristics, Evolis invites the Customer to check the www.badgy.com website where several support and troubleshooting tools and resources are available. If need be, the Client may contact the Evolis Badgy Technical Support by email via our website www.badgy.com (or by phone). Upon acknowledgment of the Client's request, the Evolis Badgy Technical Support will analyze all symptoms exhibited by the defective Product. The Client may be asked to supply additional information if required.

In case the defect cannot be rectified through distant support, The Evolis Badgy Technical Support will ask the Client to formally register a request for support regarding the defective Product.

2) Request for support for a defective Product

If the Evolis Badgy Technical Support confirms that the Product is defective, the Customer will get a Return Material Authorization number (hereafter referred to as "RMA"). Clients who do not have access to the Internet may request support by phone from the Evolis Badgy Technical Support.

3) RMA and defective Product

Based on the information supplied by the Client (information on Product issue as well as proof and details of purchase), the Client will receive a support confirmation that provides an RMA number specific to their Product. The RMA number makes it possible to ship a defective Product to the address stated in the confirmation email, and will thus trigger the repair or replacement process. Note that it is the prerogative of Evolis alone to decide whether the defective Product is to be repaired or replaced.

A unique RMA number will be assigned to each support request involving a defective Product. This RMA number enables tracking the allegedly defective Product throughout the After-Sales Service processes, and provides the Client with the best levels of service.

The RMA number and additional instructions supplied in the support confirmation email are unique and applicable only to that particular defective Product designated in the RMA request. Therefore, the RMA number can be used only with the Product to which it has been assigned.

The Product must be shipped by the Client in its original packaging, along with the power supply, cables (and other supplies/accessories such as ribbon and cards, if so required by the Technical Support), a proof of original purchase and a printout of the RMA document (confirmation email stating that the defective Product will be supported). Should the product not be shipped back in its original packaging, the client will bear all the charges related to any damaged occurring during the transportation. In addition, for the shipment back of the product to the Client, a new packaging will be invoiced to the Client.

The Client will bear all shipping and insurance costs linked to the Product shipment. Evolis reserves the right to make use of the supplies returned by the Client to replicate the Product's fault/defect. Any remaining supplies that can still be used by the Client will be shipped back to the Client.

4) Terms and conditions for technical support

When shipping a defective Product to an Evolis Badgy Customer Service Center, and providing that the defect is compliant with the warranty conditions as stated in the document of "Warranty Conditions and Limitations" supplied with the Product, the repair or replacement will not amount to any additional costs accruing to the Client. If the Product is outside the scope of the warranty conditions, then Evolis reserves the right to charge repair or replacement fees upon authorization by the Client.

5) Return material without RMA

Evolis does not warrant that a Product shipped without a valid and unique RMA will be processed. Note that any package that is not correctly identified upon receipt may not reach its appropriate destination, or, it may even be misplaced.

In case the delivered parcel/package is identified at the Evolis repair site, and is not eligible for support, the Client may choose to reclaim their product by sending a formal request to the Evolis Badgy After-Sales Service. In such a case, a minimum amount of 50 € (excl. VAT) or \$70 will be charged to cover the expense of processing this request. The shipping costs will be in addition to 50\$ or \$70 and will be invoiced according to the estimated cost of shipping.

In case Evolis cannot identify a package received without an RMA, the Client will not hold Evolis responsible for this situation, nor claim any compensation for any incurred damage. The Client is liable for the absence of an RMA since this is not compliant with the After-Sales process described in this document.

6) Support cancellation for a defective product

By sending a defective Product to the Evolis Badgy After-Sales Service, the Client accepts that the Evolis Badgy After-Sales Service inspects and confirms the defective Product and related documents such as the Product Proof of Purchase or the Product Serial Number.

In the event this inspection should reveal information that is different from what has been submitted by the Client in their support request, the Evolis Badgy After-Sales Service reserves its right to provide or deny support for this Product.

The Client may choose to claim their product by sending a formal request to the Evolis Badgy After-Sales Service. In such a case, a minimum fee of 50 € (excl. VAT) or \$70 will be charged to cover the expense of processing this request. The shipping cost is not included in this amount and will be additionally invoiced according to the estimated cost of shipping.

7) Repair or replacement

The Evolis Badgy After-Sales Services reserves its right to repair or replace a defective Product. If the defective Product is replaced, the Client will receive, as per Evolis Badgy After-Sales Service's decision, a new or refurbished Product with features closest, and at least equivalent to those of the defective Product.

In case of a replacement, the Client will bear the cost of repairing the defective Product if the latter is not compliant with the document of "Warranty Conditions and Limitations" supplied with the Product. **8) Special case: defect identified when opening the package** (Dead on Arrival, hereafter referred to as "DOA") Any Product with the following characteristics will be considered as DOA:

- A visible defect on a Product component.
- Failure to power-on the Product according to the process described in the User Guide.
- An immediate failure when powering-on the machine, after the cards have been loaded, ribbon installed and subsequent to the first attempt to print a badge according to the procedure described in the User Guide.

Any Product showing such malfunctions will be replaced by the Product Supplier at the earliest opportunity. The Supplier may inspect the Product before it is considered as DOA.

For Evolis, a Product will be considered as DOA only if the Supplier has registered a support request on www.badgy.com within 10 days after the resale of the Product (see procedure described in Sections 2 & 3 of this document).

In case the Product inspection shows a defect that is not related to a hardware defect or a manufacturing defect from Evolis, the Product will not be considered as DOA. The Product Supplier will, therefore, bear all costs related to the DOA procedure, as well as all related handling, swap and shipping costs.

In case the Client notices the absence of a component in the package, the Client is expected to immediately refer to the instructions described in the document of "Warranty Conditions and Limitations" supplied with the Product, and follow the procedure. Missing components are not considered as DOA items.

9) Client Data

The Client expressly authorizes Evolis to make use of any information collected. Evolis undertakes to use such information only within the scope of its activities.

The Client is expected to duplicate all items and documents of information sent to Evolis. Evolis will not be held liable if such items of information are lost or stolen.

10) Transfer of ownership of a defective Product replaced by Evolis

When Evolis replaces a defective Product with a similar, or as similar as possible a Product, the Client expressly accepts that the ownership of the defective Product will be transferred to Evolis within two (2) weeks after the replaced product has been received by the Client.

During this timeframe of two (2) weeks, the Client may refuse the replaced Product. In such a case, the replaced Product must be sent back to Evolis and the Client must register a formal request before returning this Product to the Evolis Badgy After-sales Service. The Evolis Badgy After-Sales Service will confirm via email that the request has been taken into account. The Client must initiate a request for returning the replaced product as per the procedure stated in Sections 2 & 3 of this document.

In such a case, a minimum amount of 50 € (excl. VAT) or \$70 will be charged to cover the handling of this request. All shipping costs of the Replacement Product (shipping to the Client) and of the replaced Product (return to Evolis) will be borne by the Client.

After this timeframe of two (2) weeks, The Evolis Badgy After-Sales Service will be entitled to use the defective Product as it wishes.

12) Applicable Law

Any repair or replacement carried out according to the Customer Service General Conditions detailed herein, are governed by current French laws.