

Printer model:

Badgy (hereafter referred to as “Product”)

The technical support guidelines for the Product illustrate the delivery of technical support. It also outlines Evolis’ duties and obligations towards the Product. Technical support is on call for the Product and is delivered by a team of specialized Technical Advisors who are trained on a regular basis and whose role is to provide answers and solutions to customer questions and problems at the earliest opportunity during customary business hours.

1) Terms and conditions of access to the technical support

Technical support is available to the Owner or Supplier of the Product (hereafter referred to as the “Client”).

The Owner is requested to contact the Product Supplier who will notify the Owner the appropriate remedial procedure, so as to benefit from this support.

Depending on the provisions of the contract between Evolis and the Supplier of the Product, the Supplier may provide first-level technical support. If this provision is not part of the commercial contract between Evolis and the Supplier, Evolis will provide first-level technical support to all Owners who have purchased their Product from a Supplier without a contract with Evolis.

Evolis undertakes to provide technical support to Clients who have purchased the Product in their country and from a Supplier of this country (a reminder: the manufacturer’s warranty is applicable only in the country of purchase of the Product).

The Evolis Technical Advisors will not be held accountable for support requests on any product other than the Product, the Badgy ribbons from Evolis, other supplies from Evolis and the Office-Cards software. Evolis disclaims any responsibility for products modified with non-Evolis parts or modified by a non-Evolis authorized supplier.

2) Process for requesting support

The Client is expected to seek advice through the assistance of all available tools and resources that provide first-level support:

- The User Guide and setup CD supplied with the Product
- Technical support help and troubleshooting tools available from the www.badgy.com website (Frequently Asked Questions and printer drivers, for example).

If the Client does not find an appropriate answer to his or her issue or cannot have the issue solved, the Client may contact the Evolis Badgy technical support, preferably via electronic mail so that the request can be processed efficiently. The contact details of the Evolis Badgy Technical Support are available on www.badgy.com.

For all support requests, the Client must always provide the Evolis Badgy technical support department with the Product serial number and date of purchase. The Client must also provide his full contact details (name and address), as well as a detailed description of the issue in question.

Upon receipt of the Client’s request via email or any other method of communication (telephone or regular mail, for example), the Evolis Badgy Technical Advisors will analyze the information contained in the request, and/or any symptoms related to the Product issue. The Client could be asked to supply additional information/clarification, or to proceed as per instructions on manipulations of the Product. The Client will receive an answer by email or telephone at the earliest opportunity.

All requests must be made either in French or in English.

If the Client does not receive a reply from the Evolis Badgy Technical Support within 3 business days, the Client is advised to resend their electronic mail/communication, and request a proof of receipt from Evolis.

The Evolis Badgy Technical Support will use reasonable efforts to support and provide the best guidance to the Client, according to the information supplied. Support is supplied in a remote way and the Client cannot hold Evolis accountable (and Evolis does not warrant and disclaims any claims) for any compensation with regards to possible operating damages, time and cost of communication, and any other issue that may arise from providing remote support and troubleshooting guidelines to the Client. IN NO EVENT SHALL COMPANY BE LIABLE TO END USER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EVOLIS DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

It is expressly reminded that the quality of remote troubleshooting and support greatly depends on the accuracy of the information communicated to Evolis by the Client.

3) Processing a faulty product

Based on the information supplied by the Evolis Badgy Technical Advisors, the troubleshooting tasks may reveal that the Product is faulty. In such a case, the Client must review the After Sales Services terms and conditions described in the « Customer Service General Conditions » and get in touch with his Product Supplier to enforce the warranty conditions.