



## iCare / iCarePro Hid Fargo Id Card Printer On-site Warranty Support Agreement

### A. Term & Term Renewal

The terms of this Agreement shall be for the contract term stated. Thereafter, at Customer's written request and subject to the then acceptance of ICARESUPPORT ("ICARE/ICAREPRO") at its sole discretion, this Agreement may be renewed for an additional one (1) year period at ICARESUPPORT's then applicable rates as quoted to the Customer and to be paid at the time of any such renewal. In the event of such renewal, Customer, at ICARESUPPORT's request, agrees to execute ICARESUPPORT's then applicable form of this Agreement.

### B. Services Provided by ICARESUPPORT

1. ICARESUPPORT will provide onsite warranty support service availability during its normal business hours, 9:00 am. to 6:00 pm. Customer's local time, Monday through Friday, excepting holidays observed by ICARESUPPORT, at Customer's facilities with regard to each unit of equipment specified herein. Services provided outside of normal business hours, where specifically requested by the customer, shall be performed at then current applicable time and material rates, including travel on a per incident basis for said service.
2. Onsite Support service shall include required repair, if any, of the nonfunctioning equipment and any such preventative maintenance and adjustments as ICARESUPPORT shall deem necessary.
3. ICARESUPPORT shall use its best efforts to provide a response time during business hours in accordance with the service level selected. ICARESUPPORT Standard response time shall be within 48 hours of service request receive from Customer
4. Repairs not covered as a result of the exclusions set forth in this Agreement will be made subject to then current ICARESUPPORT time and material or fixed rates applicable to such unit of equipment and shall be preapproved by Customer before being performed.
5. Services under this Agreement specifically exclude, without limitation, printhead, wear & tear components, unless printhead or wear and tear component replacement is preapproved by ICARESUPPORT. Printheads and wear and tear components will be replaced and charged to the Customer according to the current ICARESUPPORT parts list rates or as stated on the face of this Agreement.
6. Services under this agreement will only covers customer sites within 30KM radius from ICARESUPPORT EMaintenance address thru out Malaysia (The address is stated under appendix a). For any support that is over the 30KM service radius from ICARESUPPORT EMaintenance support center will be subject to ICARESUPPORT Current charges for Mileage, or flight and accommodation for those location unable to be access by road

### C. Additional Exclusions

Without limitation, the scope of ICARESUPPORT's On-site Warranty Support Service **does not** include support for the following:

1. General usage and "how to" questions with HID Fargo printer software / driver over 30 days of purchase.
2. Configuration, installation and validation of non-ICARESUPPORT supplied software, applications or drivers/fixes
3. OS/BIOS/Firmware upgrades for non-HID Fargo branded systems, unless part of fault resolution.
4. Backing up and restoring customer's data
5. Non-critical failures that fall within industry specified tolerances e.g. noise, color matching, pixels/resolution, sharpness/clarity, etc.
6. Unauthorized tampering/modification of the equipment.
7. Use of the equipment for other than the use for which designed.
8. Accident, misuse, abuse, neglect or disaster, including but not limited to, fire or flood.
9. Parts, cables, computers and/or accessories external to the equipment.
10. Preventative maintenance.
11. Shipping damage.
12. Any damages caused to the cartridge or printer from the use of any non-HID Fargo Certified consumables including 3rd party ribbon rolls / cartridges, refill kits or any 3<sup>rd</sup> party Cards not certified by the manufacturer.
13. To the extent that the use of non-Genuine supplies (media and/or ribbons), print heads, or wear and tear components shall have caused any defect in the printer for which a claim is made, any claim for service under this Agreement shall be null and void and the user shall be responsible for ICARESUPPORT's then current charges for labour and materials to repair such defect.

### D. Service Requests

Customers will initiate service requests through the internet by logging onto [www.iCare-Support.my](http://www.iCare-Support.my) or by calling **1-300-88-CARE(2273)** or Fax: **603-78065636**. Prior to initiating a service request to ICARESUPPORT. Customer shall:

1. Have available the serial number and/or contract number as assigned by ICARESUPPORT. A call back will be initiated within the selected response time to assist in troubleshooting and to schedule the onsite service.

2. Customer will be responsible for providing reasonable and safe access to the printer requiring service.

ICARESUPPORT reserves the right to terminate or refuse onsite services when in ICARESUPPORT's opinion, conditions at the Customer site(s) represent a safety or health hazard to ICARESUPPORT's representatives

3. If ICARESUPPORT determines that the equipment for which service was requested is not defective and Customer did not made reasonable effort to determine the nature of failure before the onsite service visit, Customer shall pay the then applicable minimum service charge and transportation.



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### E. Disclaimer and Limitation of Liability

1. ICARESUPPORT's sole obligation under this Agreement shall be to use its best efforts to repair, subject to the terms of this Agreement, any unit of defective equipment specified herein.
2. Units of equipment determined by ICARESUPPORT to be non-repairable will be returned to Customer (unless Customer elects to abandon such item of equipment at ICARESUPPORT's premises), surface transportation prepaid by ICARESUPPORT, and that specific item of equipment shall be deemed removed from this Agreement. No credit under this Agreement shall be allowed for any such item of equipment so removed.
3. ICARESUPPORT 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, ICARESUPPORT's liability for service claims shall not, in any event, exceed the amount paid by Customer pursuant to this Agreement for the then current applicable term, nor shall ICARESUPPORT be liable for delays in replacement or repair of equipment hereunder caused by matters beyond ICARESUPPORT reasonable control.

### F. Assignment

Customer shall have the right to assign its rights under this Agreement to any purchaser of the equipment herein described. Any such assignment shall be in writing and an executed copy thereof shall be delivered to ICARESUPPORT by Customer.

### G. General

1. ICARESUPPORT shall have the right to suspend its services hereunder or terminate this Agreement in the event of any default by Customer in any payment required to be made hereunder. Customer shall not be entitled to any refund or credit in either such event. Customer shall have the right to terminate this Agreement only in the event of any material default by ICARESUPPORT, in which event ICARESUPPORT's sole liability to Customer shall be to refund to Customer a pro rata portion of the amount paid by Customer for the unexpired then applicable term of this Agreement.
2. ICARESUPPORT shall have the right to modify these terms and conditions to be effective during any extension period subsequent to the then applicable Agreement term and Customer agrees that such modifications, if any, shall be applicable to any extension period. The Customer represents that it is the owner of the equipment covered under this Agreement. Any ICARESUPPORT services provided outside the scope of this Agreement will be furnished at ICARESUPPORT's then applicable time and material or fixed rates then in effect.
3. Printers that have been approved for inclusion into this Service Agreement via the "Service Agreement Self-Inspection" form may be subject to a 30-day exclusion from coverage under this Agreement at the sole discretion of ICARESUPPORT. ICARESUPPORT will accept printers under this Agreement "sight unseen" if they are less than one year old or if coming off an existing contract. Printers which are more than one year old which are tendered for repair within 30 days after the acceptance of this Agreement by ICARESUPPORT will be subject to a standard service check, along with any charges for labor and parts at ICARESUPPORT's then current rates to return the printer to factory standards.
4. This Agreement shall be deemed to be made in Malaysia and shall be governed by the laws of Malaysia. Customer agrees that any controversies arising hereunder, including claims for money owed for services rendered, may be litigated in the session or federal courts located in the state of Petaling Jaya, Selangor, Malaysia, and Customer hereby submits to the jurisdiction on such courts. Claims against ICARESUPPORT under this Agreement shall only be litigated in the Session or federal courts located in Petaling Jaya, Selangor, Malaysia.
5. 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.

### H. Cancellation Policy

Customer may cancel this Agreement by written notice to ICARESUPPORT for a full refund within thirty (30) days after ICARESUPPORT's receipt of Customer's purchase order or before first service request has been initiated by the Customer. Customer who entitled this On-Site Warranty Agreement for FREE, will not subject for a refund.





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Appendix A

ICARESUPPORT EMaintenance Support Center

STATE	CITY/TOWN	ADDRESS
Perlis/Kedah	Alor Setar	No 16 & 17, Jalan Zamrud 3, Taman Pelangi (Mergong), 05150 Alor Setar, Kedah.
Pulau Pinang	Seberang Perai	Lot T, G Floor, Ixora Hotel, 3096 Jalan Baru, Bandar Perai Jaya, 13600 Perai, Pulau Pinang
	Pulau Pinang	Unit No. 70-3-6, D'Piazza Mall, Jalan Mahsuri, Bayan Baru, 11900 Pulau Pinang
Perak	Ipoh	No. 101A, Hala Sepakat 15A, Taman Pinggir Rapat Perdana, 31350 Ipoh, Perak
Wilayah Persekutuan	Kuala Lumpur	Lot 2.43, Level 2, Plaza Low Yat, off Jalan Bukit Bintang, 55100 Kuala Lumpur.
	Labuan	IR12/62, 1st Floor, Lazenda Warehouse Phase 3, Jalan Kg.Rancha-Rancha, 87010 Labuan F.T.
Selangor	Petaling Jaya	GL31, Block C, Kelana Square, No. 17, Jalan SS7/26, Kelana Jaya, 47301 Petaling Jaya, Selangor.
Negeri Sembilan	Seremban	No 294-1, Jalan Haruan 5/7, Oakland 2 Commerce Square, 70300 Seremban, Negeri Sembilan.
Melaka	Melaka	13-1, Jalan MP16, Taman Merdeka Permai, 75350 Melaka.
Johor	Muar	No 14 - 16 Jalan Sierra 1, Pusat Komersial Sierra Maharani , 84000 Bandar DiRaja Muar, Johor
	Batu Pahat	12 & 14, Jalan Kundang 2, Taman Bukit Pasir, 83000 Batu Pahat, Johor.
	Johor Bahru	38-01, 1st Floor, Jalan Setia Tropika 1/24, Taman Setia Tropika, 81200 Johor Bahru.
Pahang	Kuantan	A33, 2nd Floor, Kuantan Perdana Commercial Centre, 25000 Kuantan, Pahang
Terengganu	Kuala Terengganu	Lot 5145, Tingkat Bawah, Dataran Emas, Jalan Sultan Sulaiman, 20000 Kuala Terengganu
Kelantan	Kota Bharu	6006, 1st Floor Jalan Hamzah, 15050 Kota Bharu, Kelantan.
Sarawak	Kuching	Lot 104, Lorong 5A, Jalan Datuk Abang Abdul Rahim, 93450 Kuching, Sarawak.
	Sibu	No.12, Ground Floor, Lane 1, Jalan Tuanku Osman, 96000 Sibu, Sarawak
	Bintulu	No. 29-30, 1st Floor, BDA-Shahida Commercial Centre, P.O. Box 774, 97008 Bintulu, Sarawak.
	Miri	Lot 2494, 1st Floor, Boulevard Commercial Centre, Jalan Bulat Sabit Merah, 98000 Miri, Sarawak
	Limbang	No 42, 1st Floor, Main Bazaar, 98708 Limbang, Sarawak.
Sabah	Kota Kinabalu	Lot 32-2, 2nd Floor, Lorong Lintas Plaza 3, Lintas Plaza, Jalan Lintas, 88300 Kota Kinabalu, Sabah.
	Sandakan	Block 2, Lot 16, 1st Floor, Prima Square, Mile 4 North road, 90000 Sandakan, Sabah
	Lahad Datu	MDLD 3278, Lot 13, Block 2, Ground Floor, Fajar Centre, Jalan Segama, 91125 Lahad Datu, Sabah
	Tawau	TB3338, Ground Floor, Wisma Jin Ho, Jalan ST. Patrick, 91000 Tawau, Sabah