

A man with short dark hair, wearing a dark suit jacket over a white shirt, is sitting at a wooden desk. He is smiling and looking towards the camera. On the desk in front of him is a small, black, rectangular Brother device. The background is a blurred office setting with windows and blinds.

ADVANCED Service Pack

“At your side” every step of the way

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Brother Service Packs

Thank you for choosing one of our Service Packs!

We know you rely on your printers to keep business running smoothly, that's why we ensure each product is produced to the highest standards.

We've conducted years of research and development and hours of rigorous testing to ensure our products never let you down. However, from time to time things can go wrong, so we feel it's equally important to make sure expert help is at hand. That's why we have Service Pack offerings on all our thermal printers for that extra peace of mind.

ADVANCED

With our ADVANCED Service Pack you experience minimal downtime, meaning you don't need to worry about your operations being disrupted.

ADVANCED Service Pack offer same working day shipment** with Brother covering the reasonable cost of delivery both ways. You can take out ADVANCED Service Pack for 3, 4 or 5 years and experience hassle-free turnarounds to keep your label printing running smoothly.

You can find the full terms and conditions for Brother ADVANCED Service Pack on pages 4 to 11.

| Features | Brother 'ADVANCED' | | |
|----------------------------|--|---------|---------|
| Duration | 3 years | 4 years | 5 years |
| Technical support helpdesk | Monday - Friday* 9am to 5:30pm | | |
| Service type | Advanced exchange** | | |
| Level of cover | Mechanical failure*** | | |
| Repair turnaround time | Same working day shipment | | |
| Return shipping | Next working day (Brother covers the reasonable cost of delivery both ways) | | |

* Excluding bank holidays.

** Replacement printer sent to customer with same day shipment only applies if reported and validated by Brother service team before midday.

*** Includes printheads up to normal usage, see terms and conditions for further details.

Brother ADVANCED Service Pack terms and conditions

Terms and conditions applicable to Brother ADVANCED Service Pack

These terms and conditions set out the terms and scope of the Brother ADVANCED Service Pack. They do not affect your statutory rights or the obligations of Brother under any other contract. The purchase of Brother ADVANCED Service Pack is optional, and Brother ADVANCED Service Pack can be purchased within 28 days of the purchase of a relevant Product. Brother ADVANCED Service Pack cover is provided by Brother subject to the terms and conditions set out in this document.

1. Information about Brother and you

This Brother ADVANCED Service Pack is provided to the customer (you, your) by Brother UK Limited. We are a company incorporated in England with company number 00029301 and our registered office address is at Shepley Street, Audenshaw, Manchester, M34 5JD.

You agree to be bound by the terms and conditions set out in this document in respect of Brother ADVANCED Service Pack. By entering into the Brother ADVANCED Service Pack agreement with us, you warrant that you are legally capable of entering into contracts and are at least 18 years old.

2. The Brother ADVANCED Service Pack agreement

After placing an order and making a payment for Brother ADVANCED Service Pack, you will receive an information pack from Brother confirming your activation code. A contract is established between Brother and you once you have paid for the Brother ADVANCED Service Pack.

Your service will commence immediately on activation of Brother ADVANCED Service Pack on the Brother Online website. Your Brother ADVANCED Service Pack term will be stated on the back of your information pack and will commence from either the date of activation or, in the event of failure to activate Brother ADVANCED Service Pack within 28 days of purchase of your Brother Product, the original date of purchase of the Product. You agree that you will register your Product on Brother Online and then activate your Brother ADVANCED Service Pack on our website at **<https://atyourside.brother.co.uk/register-your-device>** within 28 days of purchase. The Brother ADVANCED Service Pack is valid in Europe only.

Subject to the provisions of this document, Brother assures that during the Brother ADVANCED Service Pack period, the Product (as defined in paragraph 3 below) will perform substantially in accordance with the written specification.

As a Brother ADVANCED Service Pack customer you are entitled to replacement of any faulty Product to which the Brother ADVANCED Service Pack applies during the Brother ADVANCED Service Pack term.

If you would like to learn more about your Product or troubleshoot any problems, you can refer to your Products user's guide, FAQ's and further technical support on our website **www.brother.co.uk**

3. Scope of Brother ADVANCED Service Pack

Brother ADVANCED Service Pack applies to the Brother product(s) against which Brother ADVANCED Service Pack is activated in your Brother Online account (the “Product”) and any installed Brother accessories only. The Brother ADVANCED Service Pack applies only to the PJ/TJ/RJ/TD series of Brother products and may not be activated against any other Brother product line.

Brother ADVANCED Service Pack does not extend to:

- Accessories or print heads and platen rollers which are not included with your Product (inside the Product packaging);
- Other consumable or service items including tapes, labels or batteries. These items are covered under their own right by warranty against manufacturing defect in materials or workmanship, for 12 months, or the appropriate life cycle of the consumable, whichever is the soonest;
- Print heads and platen rollers which were included in the box but which have either exceeded normal usage as defined by Brother below or not been maintained and cleaned in accordance with Brother’s reasonable instructions;
- Products which are outside of the PJ/TJ/RJ/TD series of Brother products;
- Accidental damage and damage caused by inappropriate use (including use which is not in accordance with Product instructions or operating manuals), exceptional environmental conditions, inappropriate operating conditions or the Product having come into contact with unsuitable materials;
- Damage caused by the chemical or electrochemical effects of water;
- Minor variations to the Product specification which are of no significance to the Product’s value or fitness for purpose;
- Damage to third party items or parts, materials or equipment not manufactured by Brother;
- Loss or damage outside of Brother’s reasonable control, such as transport damage for which we are not responsible, poor maintenance or failure to observe operating or assembly instructions.

For your information, normal usage for print heads and platen rollers is defined according to product series as set out below. Brother reserves the right to assess Product usage on a case by case basis.

| Product | Normal printhead usage | Normal platen roller usage |
|---|------------------------|----------------------------|
| PJ-7 Series | 100,000 pages | 100,000 pages |
| RJ Series (RJ-2035B, RJ-2055WB, RJ-3035B, RJ-3055WB) | 30km | 50km |
| RJ Series (All RJ models excl. the above row) | 30km | 30km |
| TD-2 and TD-2D Series | 30km | 30km |
| TD-4D and TD-4T Series | 30km | 50km |
| TJ Series | 30km | 50km |

Brother reserves the right to withdraw Brother ADVANCED Service Pack in the following circumstances:

- Where repairs to the Product have been performed by persons not authorised by Brother to carry out such repairs or the Product has been tampered with, altered or modified, except by Brother authorised service personnel (including the installation of any unauthorised software);
- Where the Product is damaged by non-original spare parts, accessories or consumables. Although you are not required to use Brother original supplies (media and/or ribbons), if the use of non-Brother supplies (media and/or ribbons) is found to have caused damage to the Product (including but not limited to fault/damage/malfunction of print heads) for which a claim is made, any claim for service under these terms may be rejected at the discretion of Brother;
- Where Brother reasonably believes that you are in breach of the terms and conditions of Brother ADVANCED Service Pack;
- Where the Product has been subjected to unusual physical or electrical stress, abuse or forces or exposure beyond normal use within the specific operational and environmental parameters set forth in the applicable Product specification;
- Where the price for the Product has not been paid by the due date for payment;
- In the event of physical or verbal abuse of Brother staff.

In the event of the occurrence of any of the exclusions listed above, Brother shall notify you that the claim is not covered by the Brother ADVANCED Service Pack and you may opt to direct to Brother to repair such defect at Brother's applicable rates for repairs, plus any applicable VAT and/or sales taxes.

Repairs or replacements provided under Brother ADVANCED Service Pack neither extend the standard warranty or Brother ADVANCED Service Pack period nor commence a new Brother ADVANCED Service Pack period for the Product. The Service Pack period for any spare parts, print heads and platen rollers provided under the Brother ADVANCED Service Pack ends with the expiry of the standard Service Pack period of the Product.

Where services are unreasonably or dishonestly requested by you, whether during the Brother ADVANCED Service Pack term or otherwise, Brother reserves the right to charge you an appropriate amount for the replacement of the Products. Any charges or sums shall be payable by you, plus any applicable VAT and/or sales taxes.

Repair, spare parts and replacements

When you request Brother ADVANCED Service Pack services for your Product, Brother will determine whether rectification of defects will take the form of a replacement of the Product. Where Products need to be returned to Brother, we will issue instructions for return which you must follow. Brother will cover the reasonable cost of returns for customers who have purchased a Brother ADVANCED Service Pack.

Brother reserves the right to request evidence of purchase of the Product prior to issuing replacements.

Replacement Products provided under Brother ADVANCED Service Pack may be new or refurbished items equivalent in performance.

Upon receipt of a valid Brother ADVANCED Service Pack claim for a replacement Product which is verified by Brother before 12 noon, Brother commits to issue a replacement Product for next working day delivery. Any claims verified after 12 noon shall be processed for delivery the following working day. You must return your faulty Product to Brother within 30 days using the delivery method communicated to you and any failure to do so will invalidate your Brother ADVANCED Service Pack. If you fail to return a faulty Product in accordance with Brother's instructions, you will be liable for the cost of the replacement Product.

Brother shall not be liable for any delays or failures of its third party delivery and courier services.

User settings and machine configuration will be lost by the replacement of the Product and Brother shall not be liable for any such loss or change.

Your obligations

You shall:

- At all times keep the Product in the environmental conditions recommended by Brother;
- Use the Product only in accordance with Brother's instructions as to the use and operation of the Product as may be set out in the Product manual;
- Cooperate with Brother in attempting to resolve any Product issues via email, live chat or telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options;
- Return the appropriately packaged Product to Brother in accordance with Brother's instructions as soon as Brother confirms that it shall issue a replacement Product;
- Retain proof of purchase of the Product during the term of Brother ADVANCED Service Pack;
- Not allow any person other than Brother or its representatives and subcontractors to adjust or repair any part of the Product;
- Ensure that the product is registered with Brother Online, via the Brother website **<https://atyourside.brother.co.uk/register-your-device>**

You shall ensure that Brother's representatives or subcontractors have full and free access to the Product and to any records of its use kept by you to enable Brother to perform its duties.

You shall provide Brother with such information concerning the Product, its application, use, location and environment as we may reasonably request to enable us to carry out our duties.

You shall indemnify and keep Brother indemnified against all loss, damage, costs and expenses awarded or incurred by Brother in connection with any breach by you of these terms.

Liability

Except where Products are sold to a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

If you are a consumer, your statutory rights are not affected by these provisions.

Subject to the provisions of the paragraph below, the liability of Brother for any failure to comply with these terms and conditions shall not exceed the price paid for Brother ADVANCED Service Pack in respect of the relevant Product. Brother shall not be liable for any loss of profit or consequential damage or any other claim for compensation.

Nothing in these terms and conditions excludes or restricts Brother's liability for death or personal injury arising due to our negligence or for fraud, fraudulent misrepresentation or any other liability which may not be excluded or limited legally.

Without prejudice to the foregoing, Brother shall not be liable for any loss of data or information stored in the Product whether such loss is caused by a defect or malfunction of the Product or otherwise.

General

Notices: Any notices or other communication to be given under these conditions must be in writing and may be delivered personally or sent by post or email. Any notice or document shall be deemed to have been served immediately if delivered personally or within 48 hours if sent by post, by facsimile or by email.

Enforceability: The invalidity, illegality or unenforceability of any provision of any of these terms shall not affect the other terms.

No partnership: The relationship of the Parties shall be that of independent contractors. Nothing in the Agreement shall be construed to constitute a partnership between or joint venture of the Parties, nor shall either Party be deemed the agent or employee of the other or have the right to bind the other in any way without the prior written consent of the other.

Third party rights: A person who is not a Party to these terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Bribery and corruption: Brother warrants that it has and shall maintain processes and procedures that are in line with the requirements of relevant anti-corruption laws for the duration of the terms.

Assignment: Brother may assign, subcontract or otherwise transfer or purport to assign, subcontract or transfer its rights and obligations under these terms and conditions. You may not transfer, assign, charge or otherwise dispose of your rights and obligations under these terms and conditions without Brother's prior consent.

Sub-Contracting: Brother may sub-contract any of its obligations under these terms provided that Brother shall be fully responsible for the acts and omissions of such sub-contractors.

Waiver: Failure by either Party at any time to require the performance of any provision of the Agreement shall not affect the right of such Party to require full performance thereof at any time thereafter.

Variation: The terms may be changed from time to time by Brother and a copy of the latest terms and conditions shall be available on our website. Please visit <https://www.brother.co.uk/service-packs>

Conflict of terms: These terms and conditions shall take precedence over any other terms and conditions of sale in the event of a conflict but do not affect your statutory rights.

Law: The Agreement shall be governed by and construed in accordance with the laws of England without reference to conflicts of law principles. The Parties agree to submit to the exclusive jurisdiction of the English courts.

Brother

contact details

Expert help is at hand:

Website

www.brother.co.uk

Postal address

Brother UK Ltd
Shepley Street,
Audenshaw, Manchester
M34 5JD

Email

support@uk.brother.eu

Telephone

0333 777 4444

Your calls to us may be monitored or recorded for training purposes.

All terms and conditions are correct at the time of printing and are subject to change. Brother is a registered trademark of Brother Industries Ltd. Brand product names are registered trademarks or trademarks of their respective companies.



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