

## Brother 3 year warranty

Mobile and labelling products Information booklet

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# Welcome to Brother

Thanks for choosing one of our products. We've done our very best to make sure it never lets you down; years of research and development and hours of rigorous testing. However, from time to time things can go wrong, so we feel it's equally important to make sure expert help is at hand:

- Technical assistance is available 24/7 at
  www.brother.co.uk
- Take advantage of our comprehensive FAQ system
- Email us your question for a prompt and effective solution
- Call our UK based Contact Centre on 0333 777 4444
- All our operators are highly skilled and know all there is to know when it comes to our products
- All repairs are carried out by qualified Brother Authorised Technicians in the UK.

### **About Brother**

Brother UK is part of Brother International Ltd., a global company with headquarters in Japan and is a member of the Brother Group of Nagoya, Japan.

Brother UK market a versatile product portfolio including printers, all-in-one machines, fax machines, mobile printers, scanners and electronic labelling machines. Our products are available through a wide range of retailers and resellers.

At Brother UK, we have the range of product solutions to meet your individual requirements today, and the commitment and expertise to help you or your company in the constant search for improved efficiency and productivity. We are geared towards meeting these challenges as we work closely with our customers to establish long-term business partnerships.

We have all the advantages of belonging to a multinational company, alongside our local understanding which enables us to be dedicated to the principle of continuous improvement throughout every aspect of our operation. Brother UK is very proud to have achieved the quality standard BS EN ISO 9001 and ISO14001, an environmental Management Accreditation; (visit **www.brother.co.uk/green** for further information) so you can be assured that you are dealing with a company that can be relied upon.

Naturally the whole Brother Group ensures that during the design of our technologies and products, we are committed to developing and implementing environmental controls. Emission levels are minimised and recyclable materials utilised whenever possible.

### **Products**

Brother make a wide range of products that cater for any business and home environment.

#### **Printers/all-in-one**

Our range includes desktop models for single users and workgroup printers with superb paper handling capabilities. The models range from standalone machines to mono and colour flatbed all-in-one products. If you need printing, copying, scanning, faxing or document handling capabilities, then we are sure to have a product that is right for you.

#### Labelling

Brother UK are market leaders in electronic labelling machines, and have an extensive range of patented label tapes which offer superb durability. Waterproof, scratchproof and heat resistant.

P-touch labels can all be easily made, from a selection of handheld, desktop and PC compatible labelling machines. Brother also offers a great range of address labels too, perfect for home, office and logistical environments thanks to their extensive range of desktop label printers.

#### **Scanners**

In the busy office environment scanning documents for e filing or forwarding is an excellent time save; Brother have a comprehensive range of stand-alone scanners and multifunction devices to suit all requirements and help you comply with GDPR regulations.

# Introduction to your 3 year warranty

#### Brother UK Ltd ensures that each product is produced to the highest standards and fully inspected prior to despatch.

In addition to your statutory rights, for the first 3 years of ownership of your product it is also covered by a Supplier warranty which provides additional peace of mind to you in the event of any problems. The terms and conditions of this warranty are detailed in this booklet.

Brother UK Ltd have in some instances allowed your reseller to provide supplier warranty on our behalf. In this case, the terms and conditions of this warranty document are superseded by the reseller's warranty terms and conditions.

Brother products, when properly used will render excellent service. Therefore, users should read the user guide and any other literature supplied with the product carefully as misuse or failure to follow the instructions will render this warranty void.

This warranty is not transferable and excludes routine maintenance, consumables, and parts subject to normal wear and tear, service maintenance kits and damage caused by misuse or negligence. Any work arising from these instances will be chargeable.

NOTE: Nothing in this document excludes or restricts our liability for death or personal injury arising due to our negligence.

The above does not affect your statutory rights

#### **Terms and conditions**

Your supplier warranty will begin on the date you receive your product .

Your product is supplied with a 3 year warranty as standard. You should therefore register your product promptly using our website, **www.brother.co.uk**, in order to obtain specific details of your warranty.

#### **User manual**

All Brother products are supplied with a user manual. Should you encounter problems please consult the troubleshooting section within this manual before getting in contact with Brother.

### Website technical support

Technical support for Brother products is available on the Brother website **www.brother.co.uk** and includes the following:

- Initial product set-up / user manuals
- Product overviews
- Product specifications
- Product consumables
- Product software drivers
- Product frequently asked questions and troubleshooting.

#### Assistance

If you are still unable to resolve your technical issue then please contact us ensuring that you have the model number, serial number, date of purchase and contact details:

E-mail via Support Contact Us page at www.brother.co.uk

Live Chat via www.brother.co.uk

Telephone 0333 777 4444

### Brother UK Ltd Warranty terms and conditions

In these conditions, unless the context requires otherwise:

- "Supplier" means Brother UK Ltd.
- "Buyer" means the company, firm, body or person purchasing the product.
- "Product" means the goods sold to the Buyer under the contracts.
- "Writing" includes facsimile and e-mail.

#### 1. Services to be provided

#### This contract provides the following:

- 1.1 Technical help and support by telephone between the hours of 9.00am and 5.30pm Monday to Friday exclusive of observed holidays (normal working hours). The Supplier shall have no obligation to provide any services to the Buyer outside normal working hours.
- **1.2** Repair or replacement of faulty products as deemed appropriate by the Supplier.

#### 2. Limitations

This warranty covers the Product and any installed Brother accessories only and all equipment must have been installed in accordance with the installation instructions provided.

The warranty DOES NOT COVER consumables or service items including the following:

- Toners, drums, ink cartridges, tapes, labels or any other consumable items
- Service maintenance kits

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. The warranty will be invalidated if any of the terms and conditions of the warranty are not adhered to, including installation of the product incorrectly or in an unsuitable position, or if the user does not provide proper or adequate maintenance. Please read the documentation that came with your product for full detail of these conditions.

This warranty does not cover any damage to third party items.

### 3. Charges

- 3.1 If the services are unreasonably requested, whether during the warranty period or otherwise for any defect in or malfunction of the product due to causes not covered by these warranties, the Buyer shall be liable to pay the Supplier's standard charges from time to time in force for such services.
- 3.2 All charges and other sums payable by the Buyer under the contract are exclusive of any applicable value added tax, which shall be additionally payable by the Buyer together with the charge or sum in question.

Please be advised that Brother UK Ltd can attribute some faults to the use of non-Brother Original Supplies; you will be advised if this is the case and charged if appropriate.

### 4. Warranties and liabilities

- 4.1 Subject to the provisions set out in the warranty document, the Supplier assures that during the warranty period, the Product will perform substantially in accordance with the written specification and any Services will be performed with reasonable care and skill by qualified personnel.
- 4.2 The Supplier shall be under no liability in respect of any defect in the Product arising from any drawing, design or specification supplied by the Buyer.
- 4.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, or failure to follow the Supplier's instructions (whether oral or in writing) including but without limitation:
- damage or sub-optimal performance attributed to the using of consumables other than Brother Original Supplies
- (b) electrical work external to the Product
- (c) any error or omission relating to the operation of the Product made by a third party without the written consent of the Supplier
- (d) the subjection of the Product by the Customer to unusual physical or electrical stress or any failure or fluctuation of electrical power, air conditioning, humidity control or other environmental controls
- any other cause which is not due to the neglect or default of the Supplier, its employees, agents or subcontractors
- (f) the subjection of the Product by the Customer to duty cycles in excess of those quoted for the product

- 4.4 The Supplier shall be under no liability under this warranty (or any other warranty, condition or guarantee) if the price for the Product has not been paid by the due date for payment
- 4.5 The above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Buyer shall only be entitled to the benefit (if any) of any such warranty or guarantee as is given by the manufacturer to the Supplier
- 4.6 Except where the Products are sold to a person dealing as 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
- 4.7 Where the Products are sold under a consumer transaction (as defined Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these provisions
- 4.8 The liability of the Supplier shall not exceed the price of the Product and/or services, except in the case of death or personal injury caused by the Supplier's negligence. The Supplier shall not be liable for any loss of profit or consequential damage or any other claim for compensation
- 4.9 Without prejudice to the foregoing, the Supplier 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.

### 5. Indemnity

The Buyer shall indemnify and keep the Supplier indemnified against all loss, damage, costs and expenses awarded or incurred by the Supplier in connection with any breach by the Buyer of these provisions, the contract and/or the conditions.

#### 6. Buyer's obligations

- 6.1 The Buyer shall:
- (a) At all times keep the Product in the environmental conditions recommended by the Supplier;
- (b) Use the Product only in accordance with the Supplier's instructions as to the use and operation of the Product as may be set out in the Supplier's manual
- (c) Cooperate with Brother in attempting to resolve the problem 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
- (d) Not allow any person other than the Supplier's representative and subcontractor to adjust or repair any part of the Product
- (e) Ensure that the product is registered with Brother, via the Brother UK website **www.brother.co.uk**

- 6.2 The Buyer shall ensure that the Supplier's representative or subcontractor have full and free access to the Product and to any records of its use kept by the Buyer to enable the Supplier to perform its duties
- 6.3 The Buyer shall provide the Supplier with such information concerning the Product, its application, use, location and environment as the Supplier may reasonably request to enable it to carry out its duties
- 6.4 The Buyer shall take all such steps as may be necessary to ensure the safety of any of the Supplier's representatives who visit any premises of the Buyer
- 6.5 The Buyer shall provide at all times routine day-to-day maintenance and care of the Product in accordance with the instructions set out in the manual and other documentation relevant to the Product.

# 7. Spare parts and replacements

- 7.1 When required the Supplier shall use all reasonable endeavours to supply spare parts and replacement components required to repair the Product. The Buyer acknowledges that spare parts replaced under this provision may be new or refurbished items equivalent in performance
- 7.2 All spare parts and replacement components supplied by the Supplier shall become part of the Product and any parts and components removed from it shall become the Supplier's property.

#### 8. Force majeure

The Supplier shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Supplier's obligations in relation to the Product and/or services if the delay or failure was due directly or indirectly to any cause beyond the Supplier's reasonable control. Including but without limitation to act of God, explosion, flood, fire or accident, war or threat of war, prohibitions of any kind on the part of any governmental, parliamentary or local authority, embargoes, strikes, lockouts and difficulties in obtaining raw materials, labour, fuel, parts or machinery.

#### 9. General

- 9.1 The Supplier may assign, subcontract or otherwise transfer or purport to assign, subcontract or transfer its rights and obligations
- 9.2 The Product is to be located in a safe area and the Buyer shall comply with all statutory safety regulations
- 9.3 The provisions set out in the warranties together with the conditions in force from time to time and the contract represent the entire understanding and agreement between the two parties in connection with the services and/or the Product and no variations of such agreement shall be binding unless agreed in writing between authorised representatives of the Supplier and the Buyer.

#### 10. Notices

- 10.1 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 electronically
- 10.2 Any notice or document shall be deemed to have been served immediately if delivered personally or within 48 hours if sent by post, or by e-mail.

#### 11. Invalidity

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

### 12. Law and jurisdiction

English law shall govern the contract and the parties must submit to the exclusive jurisdiction of the English Courts.

The above does not affect your statutory rights

## **Brother UK**

Important contact details

#### **Postal address**

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

#### **Telephone**

**0333 777 4444** Your calls to us may be monitored or recorded for training purposes.

#### **Websites**

Visit our website at: www.brother.co.uk

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Brand product names are registered trademarks or trademarks of their respective companies.



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