

## Want to continue protecting your investment in Intermec devices a year from now?

Renew your Silver Medallion plan, or upgrade to our Gold or Platinum onsite plans. When your one-year contract expires, you will no longer be able to take advantage of the fast turnaround time and reduced pricing on repairs represented by Medallion contracts, as compared to regular service center flat rate charges (on average three times higher than the 2-day depot Medallion rate). You will also lose your priority telephone-based technical support entitlement for your hardware devices.

### Need Assistance?

- Step 1** Call Intermec at **1-800-755-5505**.
- Step 2** Follow the telephone options to contact Service, and then choose the option for service contracts.



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SmartADC Service and Support Card



P/N 943-057-002

## SmartADC Service and Support Card

### You're Covered!

#### Medallion Maintenance Plan for your Intermec SmartADC hardware devices.

Thank you for purchasing from Intermec and welcome to the Intermec Medallion<sup>®</sup> brand maintenance program—premium coverage for your Intermec hardware devices.

Silver-level Medallion maintenance one-year plans have been included as part of your SmartADC<sup>™</sup> system. This Silver Medallion maintenance plan entitles you to a 2 business day turnaround time on depot repair services for the following items included in your kit:

- Mobile Computer (one unit)
- Cisco<sup>®</sup> Access Point (one unit)
- Printer (one unit)
- Single Charging Dock (one unit)

Silver-level Medallion maintenance also entitles you to priority telephone-based technical support for the equipment listed above. These service and support entitlements last for the one-year Medallion plan agreement. For assistance, call 1-800-755-5505.

Medallion maintenance provides faster turnaround times than warranty repair, which is typically 15 business days, and helps ensure that your equipment is back in service and “good as new” as soon as possible.

### Need Assistance?

- For system installation support or software support, call POSitive Technology at **1-800-264-7776, extension 110**.



## MEDALLION® SERVICE PACKAGE TERMS AND CONDITIONS

Small-to-medium business offerings including EasyADC, SmartADC, and BasicADC solutions.

Intermec Technologies Corporation (Intermec) and the Customer agree that the following terms and conditions will apply to any Customer order accepted by Intermec to provide maintenance services (“Services”) for Equipment located within countries where Intermec Maintenance Agreements are available. “Equipment” as used herein refers to hardware Products manufactured or distributed by Intermec, unless specifically stated otherwise. The term of the Agreement is stated on the cover page(s).

### 1.0 MAINTENANCE SERVICE:

**1.1 Repair:** Intermec agrees to provide maintenance service to keep Equipment in, or restore to, good working order. Services include lubrication, repair and/or replacement of whole units or maintenance parts, as determined by Intermec. Replacement whole units and maintenance parts will be furnished on an exchange basis, and replaced units/parts will become the property of Intermec.

**1.2 Support:** Customer shall have access to Intermec technical support personnel for support of the Equipment covered by the Agreement. Telephone support is available from 5 A.M. to 5 P.M. US Pacific Time, Monday through Friday excluding Intermec holidays, unless otherwise designated by Intermec. Online support is also available at [www.intermec.com](http://www.intermec.com).

### 2.0 CUSTOMER REQUIREMENTS:

**2.1 Equipment Condition:** Customer warrants all Equipment is in working condition as of the effective date of this Agreement. Equipment may be subject to inspection at current on-site inspection rates if Intermec deems necessary. If remedial repairs are required, Intermec will provide a cost estimate at current parts and labor rates. Such repairs must be completed before Equipment can be covered under this Agreement.

**2.2 On Site Conditions:** Customer agrees to provide a suitable environment for the Equipment, as specified by Intermec, and, when Services are provided at Customer site, to provide Intermec full and safe access to the Equipment.

**2.3 Customer Data:** Customer is responsible for implementing appropriate safeguards to preserve and protect Customer data.

**3.0 EXCLUSIONS:** Services under this Agreement do NOT include: 1) support or repair of equipment not listed by Serial Number on the cover page(s) of this Agreement, unless otherwise approved by Intermec; 2) troubleshooting of systems or networks of which the Equipment is a part; 3) support of application software; 4) replacement of rechargeable main batteries, thermal printheads, or cutter assemblies; 5) painting or refinishing the Equipment, or furnishing material therefore; 6) electrical work external to the Equipment; 7) installation, maintenance or removal of alterations, attachments or other devices not furnished by Intermec; 8) such service which is impractical for Intermec to render because of alterations in, or attachments to, the Equipment; 9) services for accessories, including external memory card, or other external, ancillary device unless the device is covered by its own Agreement; 10) repair of Equipment damage, replacement of maintenance parts or increase in repair time caused by: a) misuse, including use of Equipment for purposes other than intended, designed, or specified; b) neglect, including inadequate transit packaging; vandalism; or periods of loss including theft; c) accident; or exposure beyond its specified moisture, wind, dust, pressure, shock, temperature, or over-voltage ratings; or d) damage to LCD or other display type.

### 4.0 WITHDRAWAL/TERMINATION:

**4.1** Customer may withdraw any Equipment from this Agreement upon fifteen (15) days written notice to Intermec and if Equipment has been covered by this Agreement for at least thirty (30) days. Equipment covered by this Agreement for more than one hundred and eighty (180) days will not qualify for any refund or rebate in the event of Equipment withdrawal, or termination of this Agreement.

**4.2** Intermec may withdraw Equipment from this Agreement upon fifteen (15) days written notice to Customer 1) following any repetition of the need for repair of Equipment due to causes described in Exclusions 3.10(a), (b), (c) or (d), or 2) due to Intermec’s inability to support products after their End of Service date.

**4.3** Customer or Intermec may withdraw Equipment or terminate this Agreement at any time by written notice of default if the other party fails to cure any failure to comply with any term or condition of this Agreement within thirty (30) days after receipt of such notice of default. The parties’ rights and remedies herein are in addition to any other rights and remedies provided at law or in equity.

**5.0 PAYMENT:** Maintenance charges described in the Agreement cover pages will be invoiced in advance. Payment must be made within thirty (30) days of the date of the invoice.

**6.0 TAXES:** In addition to the charges due under this Agreement, the Customer agrees to pay any taxes applicable by law resulting from this Agreement, or any activities thereunder except for taxes based upon Intermec’s net income.

**7.0 RISK OF LOSS OR DAMAGE:** Customer is responsible for loss or damage to Equipment while Equipment is in Customer’s possession and in transit to Intermec. Intermec is responsible for loss or damage to Equipment while in Intermec’s possession and in transit to Customer.

### 8.0 DISCLAIMER AND LIMITATION OF LIABILITY:

**8.1 INTERMEC WILL IN NO EVENT BE LIABLE FOR LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF INTERMEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.**

**8.2 THIS SERVICE AGREEMENT DOES NOT CONTAIN OR OFFER ANY WARRANTIES BY INTERMEC, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

**9.0 INDEMNITY:** Intermec shall indemnify the Customer against and from all claims, liabilities, costs, expenses, and reasonable attorney’s fees incident thereto, for bodily injury, including death, or damage to property, to the extent it arises from any negligent act or omission or willful misconduct of Intermec arising from or connected to the presence on the Customer’s premises of Intermec; except to the extent any such claims, damages, liabilities, or causes of action are caused by the negligent or intentional misconduct of the Customer, its agents or employees.

**10.0 INSURANCE:** Intermec shall, at its own expense, obtain and maintain in full force and effect, with sound and reputable insurers and with no right of contribution by Customer, during the term of this Agreement, the following coverages: 1) Worker’s Compensation, as required by the law of the state of hire; 2) Employer’s Liability with a minimum limit of \$1 million of liability for each accident, and \$1 million for disease for each employee, including death at any time resulting therefrom, not caused by accident, and not less than \$1 million aggregate limit of liability per policy year; 3) Commercial General Liability against all hazards including coverage for blanket contractual liability and products and completed operations with a minimum limit of liability for personal injury, including death resulting therefrom, on an occurrence basis of \$1 million and \$5 million in the aggregate, and with a minimum limit of liability for property damage on an occurrence basis of \$1 million and \$5 million in the aggregate; and 4) Automobile Liability against liability arising from ownership, maintenance or use of all owned, non-owned and hired automobiles and trucks with a minimum combined limit of liability of \$1 million. Intermec shall provide Customer with certificates of insurance as evidence of coverages required hereunder upon request.

### 11.0 GENERAL:

**11.1** Services provided under this Agreement do not assure uninterrupted operation of Equipment. Failure or delay in Intermec’s rendering of Services due to any government order or other requirements, war, acts of terrorism, civil insurrection, riot, labor or transportation strikes, flood, fire, earthquake, volcanic eruption or act of God, shortages of materials or energy or any other causes beyond the reasonable control of Intermec shall not be deemed a breach of this Agreement, and the service period shall be extended by the length of any delay.

**11.2** The Customer shall not assign this Agreement or any obligations or rights hereunder without the express written consent of Intermec. This Agreement contains the entire Agreement between the parties, and no modification or waiver of any of the provisions, or any future representation, promise, or addition shall be binding upon the parties unless agreed to in writing. The mere acknowledgment or acceptance of any order with provisions that are ambiguous, in addition to or inconsistent with the terms of this Agreement, or the providing of maintenance service pursuant thereto shall not be deemed as acceptance or approval of such ambiguous, additional or inconsistent provisions.

**11.3** Customer represents that Customer either owns the Equipment under this Agreement or is authorized, in writing by the owner, to include such Equipment under this Agreement.

**12.0 GOVERNING LAW:** Any question concerning the validity, construction or performance of this Agreement shall be governed by the laws of the State of Washington, U.S.A. Sole venue and exclusive jurisdiction shall rest with the courts at Snohomish County, Washington, U.S.A.