

Terms & conditions and warranties

for all Matica printers

V1.05



1.0 General terms and conditions of delivery and payment

1.1 Area of application

Goods and services (hereinafter jointly referred to as 'PRODUCTS') are sold and supplied by Matica (hereinafter jointly referred to as "MATICA" exclusively on the following TERMS AND CONDITIONS (hereinafter jointly referred to as "CONDITIONS"). These CONDITIONS shall apply to any future contract between MATICA and its customers (hereinafter "Customer") being commercial traders, if the contract forms part of their commercial business.

1.2 Prices

- a) Subject to the following CONDITIONS, the agreed prices, or the list prices effective on the date of delivery, shall be charged for PRODUCTS of MATICA at the discretion of MATICA.
- b) Price lists of MATICA shall constitute no contract offer and any reference as such to the price lists shall not in itself constitute a fixed price.
- c) It shall be the obligation of the Customer to pay all present and future taxes, duties, corporate taxes, tariffs, fees and other charges of a government or taxing authority or subdivision or agency thereof of any country through which the PRODUCTS have to pass en route to the country of destination, including but not limited to charges concerning excise, import, purchase, sale, use, turnover, added value, gross receipts and consular matters. If MATICA has paid any of these taxes, duties, tariffs, fees and other charges and expenses incidental thereto, the Customer shall reimburse the amount paid upon presentation of the respective invoice.

1.3 Payments

- a) Until a commercial credit line is opened, payment terms are "advance payment" or "cash on delivery" unless otherwise agreed in writing. Invoices issued by MATICA under an agreed commercial credit line shall be payable net within 30 days with effect from the invoice date.
- b) If the agreed credit term is exceeded, MATICA shall be entitled, without prejudice to any other right or remedy, to charge interest at 5%. If MATICA is able to prove a higher loss, the aforesaid higher loss may be claimed. The Customer shall be entitled to prove that the loss is lower than the higher loss as claimed by MATICA.
- c) Stamp duty and bank charges incurred on bills of exchange shall be reimbursed to MATICA promptly without any deduction.
- d) Cheques and bills of exchange will be considered as fulfilment of the payment obligation only after the cheque or bill of exchange has been irrevocably accepted by the bank. A Letter of credit will be considered as fulfilment of the payment obligation only after the amount has been received in full by the bank of MATICA. If cheques, bills of exchange or letters of credit are not honored or accepted by the bank of MATICA, MATICA shall be entitled to demand immediate cash payment.

1.4 Delivery and dispatch

- a) Delivery shall be made "EXW" ("EX WORKS") in accordance with the latest version of Incoterms.
- b) The risk of the PRODUCTS shall pass to the Customer once the goods have been made available.
- c) The minimum order value shall be Euro 250 / USD 300. In the case of orders with a value of less than Euro 250 / USD 300, MATICA will charge a handling fee of Euro 25 / USD 30.
- d) MATICA shall charge 3% of the order value for additional costs for deliveries to third parties on behalf of the Customer, with a minimum of Euro 25 / USD 30.
- e) The Customer shall inspect the relevant goods upon receipt and notify the carrier promptly in case of damages during transport. MATICA shall not handle any communication between the Customer's forwarder and the Customer in case of transport damages or losses of goods.
- f) MATICA is entitled to charge cost of storage 30 (thirty) days after Matica's written announcement of the availability of the goods if the Customer has not picked up the goods.

1.5 Delayed delivery

- a) MATICA shall make every effort to comply with the agreed delivery dates.
- b) If MATICA is in delay with delivery for more than 6 weeks, the Customer shall be entitled to withdraw from the contract in accordance with the relevant statutory provisions; damage claims and claims for reimbursement of expenses shall be excluded. Late delivery due to Force Majeure shall be excluded herefrom.

1.6 Complaints

- a) If delivered goods do not correspond to the details on the delivery note, the Customer shall promptly notify MATICA. The delivery note shall be enclosed with the Customer's complaint.
- b) If the quality and/or any features of the goods are rejected, the complaint shall be accompanied by a sample of the goods or pictures of the goods which shows the notified defect. In the event of complaints of consumable materials, the relevant delivery dates and production/batch number shall be stated as well. The RMA (Return Merchandise Authorization) form, available at MATICA, shall be used. Complaints, which fail to meet the aforesaid requirements shall be invalid.
- c) PRODUCTS, except the above-mentioned samples, may only be returned with the prior consent of MATICA. The goods in question must be undamaged and returned carefully packed in their original packaging with no change to any further details and the relevant serial number. Lettering, stamps and identification marks shall also be in original condition.
- d) In addition, the relevant statutory provisions shall apply, especially those regarding the time limit for enforcement of defects.

1.7 Installation and commissioning

Installation, trainings, and instructions concerning the PRODUCTS shall be made by specialists of MATICA or its designated sub-contracted agent/certified specialist upon request for a charge in accordance with the price list. Any additional costs of the installation (especially construction work and supply of electricity, gas, and water) shall be for the account of the Customer.

1.8 Reservation of title

- a) PRODUCTS shall remain property of MATICA pending full and complete settlement of the purchase price.
- b) The reservation of title shall also apply until all obligations in connection with the business relationship have been performed and until all cheques, bills of exchange and letters of credit have been cashed. The Customer shall keep the PRODUCTS properly stored, protected and insured. Delivered goods may not be pledged, assigned by way of security, or encumbered with third party rights in any other way and may only be sold in the ordinary course of business. Sales in the ordinary course of business shall only be permitted if no assignment ban has been agreed between the Customer and his/its buyer. Any such processing by the Customer shall be deemed to have been done on behalf of MATICA.
- c) Claims of the Customer in connection with the resale of delivered or processed goods shall hereby be assigned to MATICA which duly accepts the assignment. In the event of a sale together with third party goods, the assignment shall be limited to the price of the reserved goods.
- d) If insolvency proceedings are petitioned on the estate of the Customer or if the reserved goods are subjected to a pledge or any other third-party intervention, this shall be notified promptly to MATICA by registered mail.

1.9 Resale

PRODUCTS of MATICA shall be delivered subject to the following CONDITIONS:

- a) PRODUCTS must remain in their original packaging: identification marks, batch and/or serial numbers and additional details on the goods or packaging may not be covered, changed or removed.
- b) PRODUCTS shall only be sold by trained employees and in facilities which ensure satisfactory storage, display and business activities.
- c) PRODUCTS may be exported to member countries and associate countries or sold for export to the aforesaid countries. They may not be sold for export to such countries or re-imported from such countries if the applicable legal regulations permit such export and import restrictions.

1.10 Advertising

If MATICA makes advertising and exhibition material available to the Customer, this shall only be done for the use or exhibiting at business shows which are authorized to sell MATICA goods. The Customer shall in no way be permitted to create the impression that he is a representative of MATICA which would give rise to the assumption that the Customer is acting for the account and with the authority of the management of MATICA. Expressions such as "MATICA representative, MATICA branch office or MATICA business" may only be used in such a way that they do not create the impression that MATICA is responsible for the Customer in any way whatsoever.

1.11 Intellectual property

- a) The sale of PRODUCTS does not imply any grant of rights to the Customer to MATICA intellectual property, including any patents, trademarks, copyrights, trade secrets and know-how. The Customer shall not reverse engineer the PRODUCTS.
- b) The Customer shall only use or sell MATICA genuine media to operate the printers. The Customer agrees to not copy MATICA consumable codes, alter or change the firmware of the PRODUCTS.
- c) Trademarks of MATICA are duly protected by current laws and international contracts. Neither MATICA Customers nor third parties in general may use such trademark without previous authorization in writing from MATICA. If a customer uses trademarks of MATICA in his advertising, this shall only be permitted in the original design of the trademarks and only for original goods of MATICA which have not been subject to any change.

1.12 Confidentiality

MATICA undertakes to not make available to third parties and to keep confidential any drawings, spare part lists, blueprints, plans and other documents of the Customer.

Customers of MATICA shall likewise undertake not to make available to third parties and to keep confidential any drawings, spare part lists, blueprints, plans or any other documents of MATICA.

1.13 Offsetting and retention

The Customer shall only be entitled to set off counter claims if they are undisputed, recognized by MATICA in writing or have been established by declaratory judgement. All retention rights shall be excluded.

The right of the Customer to withhold payments of the purchase price and to plead defenses shall be excluded with the exception of cases in which MATICA, despite a written warning, has materially breached its contractual obligation to deliver goods or to transfer the ownership thereof and if no commensurate security has been offered.

1.14 Force majeure

- a) If MATICA or its suppliers are affected by force majeure, MATICA shall, at its discretion, be entitled to postpone the previous delivery notification or to cancel the contract with no compensation claims arising thereof as a result.
- b) The following events or occurrences shall be regarded as force majeure: strikes, lockouts, riots, revolutions, mobilization, war, epidemics, pandemics, official regulations, transport difficulties, operational disruptions, breakdowns of machinery, fire, lack of deliveries and any other cases of force majeure unless the performance impediment forms part of the risk of MATICA or if it is only of a temporary nature.

1.15 Buying terms and conditions of customers

If orders or any other customer documents include terms and conditions which are contrary to these conditions or which include additional rules and regulations, such rules and regulations shall not become part of the contractual agreement unless agreed by MATICA in writing. Any agreement between MATICA and the Customer shall only be binding if concluded in writing.

1.16 Legal venue and applicable law

- a) Swiss law shall apply for all business relationships between MATICA and its Customers. The applicability of the UN Convention on Contracts for the Sale of Goods shall be excluded.
- b) The exclusive legal venue for all disputes, including those about checks and bills of exchange, possibly arising from the business relationship with MATICA shall be Zug, Switzerland. MATICA shall also reserve the right to convene the court at the Customer's principal place of business or any other court being competent according to any national or international law instead.
- c) If a ruling of a Swiss court on a matter concerning the parties passed in favor of MATICA and to the detriment of the Customer is recognized and/or enforced abroad, the defeated Customer shall bear the costs of the recognition or execution proceedings.

1.17 Invalidity

If a provision of these CONDITIONS should become completely or partially invalid, the validity of the other provision shall not be affected thereby. The contracting parties shall undertake to replace the invalid provision or the invalid part of a provision by a legally valid and practicable provision, which comes as close as possible to the original economic and technical intentions of both parties and the purpose of the invalid provision.

1.18 Written form

- a) No modifications or amendments, including no modification or amendment to this clause, shall be binding unless agreed on in writing and signed by both parties.
- b) The parties agree that no verbal commitments have been made which might supersede these CONDITIONS.

2.0 Matica limited warranty

2.1 General

- a) MATICA ensures that all PRODUCTS delivered under this Agreement will be defect-free as far as material and workmanship is concerned. No warranty is given as to their use, merchantability, fitness or sufficiency for any application purpose whatsoever of the PRODUCTS supplied, unless explicitly stated in writing by MATICA.
- b) MATICA warrants that title, to all PRODUCTS delivered hereunder, shall be free and clear of all liens, encumbrances, security interests or other claims.
- c) MATICA guarantees the customer that the product will conform to the manufacturing specifications of Matica and will be free of defects in workmanship and materials for a period under the conditions specified in the table "Annex I: Warranties."
- d) The warranty starts from the date of the invoice. To benefit from this warranty, the customer shall provide, when requested by MATICA, the product invoice on where the purchase date and the product description are stated.
- e) Matica reserves the right to refuse the application of the warranty if these documents are not valid, provided as requested or if conditions giving rights to this warranty are not met. In order that Matica repairs, replaces or proceeds with reimbursement of the product, the customer shall return the product according to the terms and procedures set forth herein.
- f) In the event that the product shows a manufacturing or functional defect during the warranty period, and insofar as all of the maintenance conditions have been complied with by the customer (especially acting in compliance with the instructions mentioned in the equipment manual), Matica undertakes at its own discretion, either to repair or replace the product at no cost to the customer, insofar as it represents a repair that an authorized partner of Matica or the customer cannot carry out themselves, and is subject to this warranty.
- g) Matica reserves the right to replace defective product components by parts or products that are new or reconditioned at the factory. A product that has been repaired or replaced is granted with a warranty until the end of the original product warranty period and will not benefit from any original warranty period extension. The parts or products used for the repair of the original product have a warranty of 6 months (if it is a wearable part) or benefits of a warranty until the end of the warranty period of the original product (if it is not a wearable part) as detailed in the Annex I: "Warranties".

2.2 Limitations of warranty

Matica will not consider any warranty claim if the product name or the serial number has been altered, made illegible, deleted, or removed from the product.

Warranty claims will also not be considered by Matica if the product has not been properly maintained or ceases to function due to:

- Installation instructions mentioned in the product manual not being properly followed.
- Printer and/or printing head cleaning cycle not performed according to the instructions mentioned in the printer manual.
- The use of non-genuine Matica consumables.
- The use of consumables that are not approved by Matica and might affect the overall printing, encoding and laminating quality and the product lifespan.
- Any product modification.
- Any firmware change or update.
- The use of cards showing faults such as bending, non-consistent flat surface and rough card edge cuttings being beyond the limits of tolerances under standard ISO/CEI 7810 or cards having special pre-coating on their surface.
- Inappropriate product return (packaging or transport conditions) leading to product integrity issues. It is strongly recommended to keep the original packaging to manage potential return.
- Damage caused by a catastrophe such as a fire, flood or storm, including lightning and other external forces and effects.
- Damage caused by accidents, liquid, chemical products and other substances, excessive heat, inadequate ventilation, electrical overload, excessive or inadequate electrical supply.
- Technical modifications or repair attempts carried out by non-Matica Technologies authorized partners.

The printing head warranty conditions and operating conditions are defined in **Section 2.6** of this document.

The customer bears all costs of transport and diagnosis in case the defect cannot be identified by Matica.

If Matica is unable to repair the product, a replacement or a refurbished product shall be delivered provided that functionalities and performance complies with the ones of the original product.

Matica shall not be held liable for the integrity and/or longevity of any text, photographic images, digitized images, holographic images, graphics, patterned overlays, bar codes, magnetic stripe encoding, or combination thereof that are produced, generated, or otherwise transferred to identification cards by the use of Matica's hardware, software and/or supplies under this warranty statement.

This warranty is exclusive and sets forth the full extent of Matica's warranty obligations.

2.3 Checking product upon receipt

Upon receipt of the product, customer shall promptly check that all components have been delivered.

In the event that there is a missing, damaged or a visibly defective item, it is the customer's duty to inform Matica within seven (7) working days from the date of receipt of the product. If the customer does not inform his supplier within seven working days from receipt, the product will be deemed to be in conformity, and it shall be within supplier's sole discretion to provide or replace such component.

In case of a hidden defect, it is customer's duty to inform Matica within seven (7) working days from the date of discovery of the defect. If the customer does not inform his supplier within (7) seven working days from the date of discovery, the product will be deemed to be in conformity, and it shall be within the supplier's sole discretion to provide or replace such component.

2.4 Warranty claim procedure

When receiving the warranted PRODUCT from the DISTRIBUTOR, MATICA shall evaluate the veracity and applicability of this warranty. The DISTRIBUTOR shall bear all associated shipment costs (except for DOA and MATICA related defects in which case MATICA may carry the costs for these) to the designated MATICA establishment.

The DISTRIBUTOR will ensure adequate and ample packaging when shipping the product to MATICA in conformity with RMA procedures by using the original packaging where possible so as to maximize PRODUCT protection. Once MATICA has verified the veracity and applicability of this warranty, MATICA will carry the associated return shipping costs to the DISTRIBUTOR.

2.5 Spare parts and wearable parts warranty

Matica warrants all after-market spare parts against material and manufacturing defects for six (6) months from the original date of purchase.

The spare parts considered non-wearable substituted or repaired under the equipment's original warranty period will benefit from and terminate when that equipment's original warranty period ends except parts considered as wearable parts listed in the table in Annex I: "Warranties".

The wearable parts are elements of the printer which require periodic maintenance, linked to the usage of the machine. The limited warranty for Matica's wearable parts is six (6) months from the original date of purchase.

2.6 Printing head and heat roller warranty and operating conditions

The original printing head delivered with the original product from the factory benefits from a limited warranty specified in the table shown in Annex I: "Warranties". Any new printing head replacing the original one benefits from the wearable parts warranty (see Section 2.5).

The printing head and the heating element are the most sensitive parts of a card printer, and they shall be maintained in good operating conditions (listed below) at all times:

- Avoid the printer operating in a dusty environment.
- Make sure that there is no presence of solid, liquid, or abrasive element in the printer's direct environment, and more specifically make sure that none of those can be inserted in the printer, even by mistake.
- Operate the printer according to the operating environment specifications and always use Matica Technologies certified consumables.
- Make sure that the cards do not carry any dust residues on the surface (usually due to wrong card production process or wrong storage), and that the cut edge is even to avoid damaging the rollers' surface.
- Always perform the cleaning cycle as described in the printer's manual and perform a printer cleaning after any long period of inactivity.

In the event of a claim due to a defective printer head or heating element, Matica reserves the right to inspect the printer, the printer head, the transfer unit and the consumables to evaluate the validity of the claim (see point 2.2 in this section).

2.7 Legal warranty rights

The section contained in this document shall not be interpreted as an exclusion of legal warranty rights in any way.

2.8 Governing law

The warranty shall be governed by and enforced in all respects in accordance with the laws of the Swiss Confederation with exclusion of the UN-CISG. Place of jurisdiction shall be Zug, Switzerland.

2.9 Repair orders

Repair orders with no specific designation shall apply for the rectification of established defects by using new spare parts based on MATICA's discretion.

If MATICA considers, during the repair work, that the necessary costs are disproportionately high, MATICA shall contact the Customer in order to agree further steps.




Annex 1: Warranties

This section describes the specific warranty period and conditions for each product line:

- Printers, direct-to-card
- Printers, retransfer
- Financial printers
- Laser systems
- Optional modules
- Passport printers

All data is subjected to "Matica Limited Warranty" section in the Terms & Conditions document from Matica.

Printers - Direct-to-card


	MC110	MC210	MC310 series
			
Printer warranty	24 months	36 months	48 months
Original thermal printhead warranty¹	Limited to 50,000 passes	Limited to 75,000 passes	Limited to 100,000 passes
Specific printer warranty conditions	Limited to 50,000 passes	Limited to 75,000 passes	Limited to 100,000 passes
Mandatory cleaning requirement²	Every 1,000 passes. At least once a month.	Every 1,000 passes. At least once a month.	Every 1,000 passes. At least once a month.
Wearable parts³	<ul style="list-style-type: none">• Printhead• Cleaning roller• O-Ring	<ul style="list-style-type: none">• Printhead• Cleaning roller• O-Ring	<ul style="list-style-type: none">• Printhead• Cleaning roller• O-Ring

¹ The original printing head is the one delivered within the printer from the factory. This is an independent warranty to that of the equipment.

² Please check the user/technical manual for more details on equipment's care and mandatory cleaning requirements.

³ Wearable parts are elements of the printer which require periodic maintenance, linked to the usage of the machine. The limited warranty for Matica's wearable parts is six (6) months from the original date of purchase. Other parts not listed in this section used as a replacement of the original part will benefit from a warranty period equal to the equipment actual warranty period.

Printers - Retransfer




	XID 8300	XID 8600	XL 8300	MC660
				
Printer warranty*	36 months	36 months	36 months	36 months
*Printer warranty (India)	24 months	24 months	24 months	36 months
Original thermal printhead warranty¹	Lifetime	Lifetime	Lifetime	Lifetime
Specific printer warranty conditions	Limited to 100,000 passes	Limited to 100,000 passes	Limited to 100,000 passes	Limited to 100,000 passes
Mandatory cleaning requirement²	Every 1,000 passes. At least once a month.	Every 1,000 passes. At least once a month.	Every 1,000 passes. At least once a month.	Every 1,000 passes. At least once a month.
Fan filter cleaning	Every 10,000 passes. At least once a year.	Every 10,000 passes. At least once a year.	Every 10,000 passes. At least once a year.	Not applicable
Wearable parts³	<ul style="list-style-type: none"> • Printhead • Heat roller • Bend remedy • Cleaning roller • Platen roller 	<ul style="list-style-type: none"> • Printhead • Heat roller • Bend remedy • Cleaning roller • Platen roller 	<ul style="list-style-type: none"> • Printhead • Heat roller • Bend remedy • Cleaning roller • Platen roller 	<ul style="list-style-type: none"> • Printhead • Heat roller - • Cleaning roller • Platen roller

¹ The original printing head is the one delivered within the printer from the factory. This is an independent warranty to that of the equipment.

² Please check the user/technical manual for more details on equipment's care and mandatory cleaning requirements.

³ Wearable parts are elements of the printer which require periodic maintenance, linked to the use of the machine. The limited warranty for Matica's wearable parts is six (6) months from the original date of purchase. Other parts not listed in this section used as a replacement of the original part will benefit from a maximum warranty period equal to the equipment actual warranty period.

Financial printers


	S3110	S3200	S3200HD
			
Printer warranty	48 months	36 months	36 months
Original thermal printhead warranty¹	Limited to 100,000 passes	Lifetime	Lifetime
Specific printer warranty conditions	Limited to 100,000 passes	Limited to 100,000 passes	Limited to 100,000 passes
Mandatory cleaning requirement²	Every 1,000 passes. At least once a month.	Every 1,000 passes. At least once a month.	Every 1,000 passes. At least once a month.
Fan filter cleaning	-	Every 10,000 passes. At least once a year.	Every 10,000 passes. At least once a year.
Wearable parts³	<ul style="list-style-type: none"> • Printhead • Cleaning roller • O-Ring 	<ul style="list-style-type: none"> • Printhead • Heat roller • Bend remedy • Cleaning roller • Platen roller 	<ul style="list-style-type: none"> • Printhead • Heat roller • Bend remedy • Cleaning roller • Platen roller

¹ The original printing head is the one delivered within the printer from the factory. This is an independent warranty to that of the equipment.

² Please check the user/technical manual for more details on equipment's care and mandatory cleaning requirements.

³ Wearable parts are elements of the printer which require periodic maintenance, linked to the use of the machine. The limited warranty for Matica's wearable parts is six (6) months from the original date of purchase. Other parts not listed in this section used as a replacement of the original part will benefit from maximum warranty period equal to the equipment actual warranty period.

Printer/laser systems

LCP9660	
	
Printer warranty	36 months
Original thermal printhead warranty ¹	Lifetime
Specific printer warranty conditions	Limited to 100,000 passes
Mandatory cleaning requirement for the printer ²	Every 1,000 passes. At least once a month.
Fan filter cleaning	Every 10,000 passes. At least once a year.
Wearable parts ³	<ul style="list-style-type: none"> • Printhead • Heat roller • Cleaning roller • Platen roller
Laser module warranty ⁴	24 months or 200,000 engraved cards (whichever comes first)





¹ The original printing head is the one delivered within the printer from the factory. This is an independent warranty to that of the equipment.

² Please check the user/technical manual for more details on equipment's care and mandatory cleaning requirements.

³ Wearable parts are elements of the printer which require periodic maintenance, linked to the use of the machine. The limited warranty for Matica's wearable parts is six (6) months from the original date of purchase. Other parts not listed in this section used as a replacement of the original part will benefit from a maximum warranty period equal to the equipment actual warranty period.

⁴ Conditions applying to MC-LX desktop laser module.

Optional modules

	ILM LS/DS laminator	MC-L laminator	MC-L2 laminator	Dual feeder
				
Module warranty	24 months	24 months	24 months	24 months
Original heat roller¹	24 months	24 months	24 months	-
Mandatory cleaning requirement	Every 1,000 passes.	Every 1,000 passes.	Every 1,000 passes.	Every 1,000 passes.
Wearable parts²	• Heat roller	• Heat roller • Cleaning rollers	• Heat roller • Cleaning rollers	• Cleaning rollers

¹ The original heat roller is the one delivered within the lamination module from the factory.

² Wearable parts are elements of the equipment which require periodic maintenance, linked to its use. The limited warranty for Matica's wearable parts is six (6) months from the original date of purchase. Other parts not listed in this section used as a replacement of the original part will benefit from a maximum warranty period equal to the equipment actual warranty period.

Passport printers

	<div>P402i</div> <div></div>
Printer warranty	12 months

