

POSBANK[®] USA, INC. Limited hardware warranty

POSBank USA, Inc. branded hardware products purchased in the U.S. may come with a 90-day, 1-year, 3-year, or other limited hardware warranty. POSBank USA may offer different delivery methods for warranty service, including but not limited to parts and product, or mail-in service. Extensions of your limited hardware warranty may also be available. To determine the warranty that came with your hardware product(s), or the warranty extension that you purchased, see your invoice, or other sales documentation. Some components of the hardware you purchased may have a shorter warranty than that listed on your invoice, or other sales documentation. Additional details related to warranty duration are listed below.

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your POSBank USA, Inc. branded hardware products, including POSBank USA, Inc. branded peripheral products.

What is not covered by this limited hardware warranty?

- Software, including without limitation, the operating system and software added to the POSBank USA, Inc. branded hardware products through our factory-integration system, third-party software or the reloading of software.
- Hardware not purchased through POSBank USA, Inc.
- External causes such as accident, abuse, misuse or problems with electrical power.
- Servicing not authorized by POSBank USA, Inc.
- Usage that is not in accordance with product instructions.
- Failure to follow the product instructions or failure to perform preventive maintenance.
- Using accessories, parts or components not supplied by POSBank USA, Inc.
- Commercial hardware products that use, or in which have been installed, products or components that have not been provided by POSBank USA, Inc.
- Products with missing or altered serial numbers.
- Products for which POSBank USA, Inc. has not received payment.
- Normal wear and tear.

POSBANK USA, INC. RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA AND PROGRAMS CONTAINED ON THE PRODUCT'S HARD DRIVE OR OTHER STORAGE MEDIA TO PROTECT YOUR DATA AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES. IT IS YOUR RESPONSIBILITY TO KEEP A SEPARATE BACKUP COPY OF THE SYSTEM SOFTWARE, APPLICATION SOFTWARE, AND DATA. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION. POSBANK USA, INC. RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR POSBANK USA, INC. BRANDED PRODUCTS, POSBANK USA, INC. PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. POSBANK USA, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THE PRODUCT.

Hardware warranty support US Only 1-888-998-1767

Products Limited Warranty Period

Products Type	Limited Warranty Period	Advanced Exchange Period via Next Day Service	Advanced Exchange Period via Ground Service
All-in-One & BoxPOS	3 Years	3 Months	N/A
POSMO, 2nd Display (CDP), Thermal Receipt Printers, & Scanner	1 Year	1 Month	N/A
Cash Drawers	3 Months	N/A	1 Month
Open Box Products & Refurbished Products	3 Months	N/A	N/A

To be Eligible for Limited Warranty Coverage

Any person exercising a claim under this Limited Warranty must establish to the satisfaction of POSBANK USA, INC. Both the date of purchase and that the Product was purchased new. The sales receipt or invoice, showing the date of purchase of the Product is the proof of the date of purchase.

POSBANK USA, INC. provide Warranty service through one or more of the following options

IMPORTANT NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information regardless. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or damaged or lost.

Advanced Exchange Service

POSBANK USA, Inc. will provide you an exchange for your eligible inoperative POSBANK USA, Inc. product located in the continental United States, which excludes Alaska and Hawaii. Products provided as replacements may be new, refurbished or reconditioned at POSBANK USA, Inc., and will be the same as, or functionally equivalent to, your original Product. Product for which a replacement has been requested must be diagnosed by a POSBANK USA, Inc. technician to determine the nature of the problem, and whether the Product is eligible for service under the Product's Limited Warranty before an exchange will be made.

Once the exchange has been initiated, the POSBANK USA, Inc. RMA department will ship out the replacement product, prepaid by POSBANKUSA, Inc. if your request for this service is received by 3 PM EST Monday through Friday, except holidays. POSBANK is not responsible for delays caused by factors beyond its reasonable control.

Replacement Products are to be retained by you and will be covered the balance of the period remaining on the Limited Warranty for your original Product

The original Product must be received at the POSBANK USA, Inc. RMA department within 30 days of shipment of the replacement Product. Use the pre-paid shipping label (included with the exchange Product) with the Product box and packing material that came with the exchanged Product to ship the defective Product back to POSBANK USA, Inc. If you fail to return the original Product within 30 days of shipment of the replacement Product, you will be charged the "List Price" of the Product.

If the Product returned to POSBANK USA, Inc. under this Program is determined not to be eligible

for coverage under the Product's Limited Warranty, POSBANK USA, Inc. may, at its sole option, charge you the related "shipping charges" and/or "List Price" of the Product, which is set forth in the "What is not covered by this Limited Hardware Warranty" section.

The Advanced Exchange Service is subject to availability of replacement units. If a suitable replacement unit is not available at the time of your request, and your Product is otherwise eligible for coverage under the Limited Warranty, you may choose POSBANK USA, Inc. "Ship-in" repair service.

POSBANK USA, Inc. Advanced Exchange Program is subject to change without notice.

For Ship-in Service:

Customer supplies box, pays shipping: Upon a determination by POSBank USA Inc, that your product should be returned to POSBank USA Inc for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepay shipping charges and ensure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will return the repaired or replacement product to you. We will pay to ship the repaired or replaced product to you if located in the continental United States, which excludes Alaska and Hawaii.

Limitation of liability

IT IS UNDERSTOOD AND AGREED THAT POSBANK USA, INC.'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY AND INCLUDING ANY ERRORS OR OMISSIONS THEREIN, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY A PBUS TECH AUTHORIZED DISTRIBUTOR. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, POSBANK USA, INC. IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, AND COST OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE POSBANK USA, INC. PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OR INFORMATION STORED IN THE POSBANK USA, INC. PRODUCT.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION. SOME STATES DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Limitation on Bringing Action

No action, regardless of form, arising out of the agreement to purchase the Product may be brought by purchaser more than one year after the cause of action has accrued, unless such limitation is expressly prohibited under applicable law.

Governing Law

This Warranty shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision (of that or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California. The courts of Los Angeles County, California, United States of America, shall have exclusive jurisdiction over any claim, action or proceeding relating directly or indirectly to this Warranty. Should you have any questions concerning this Warranty, please call 1-888-998-1767 or email techsupport@posbankusa.com.

Mandatory Arbitration

All disputes between the parties arising out of or relating to this Warranty, including to interpret or enforce the terms herein, shall be settled solely on an individual basis by binding arbitration in the State of California, Los Angeles County, United States of America, before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator may award any legal or equitable remedy. The prevailing party shall be awarded its costs and expenses incurred in any arbitration proceeding, including administrative expense. The courts of Los Angeles County, California, United States of America shall have jurisdiction over the arbitrating parties and may enforce the arbitrator's award.

Severability

If any portion of this Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Warrant