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Manufacturer's Product Warranty — Additional Services Terms and Conditions

Advance Exchange and Advance Exchange with OnSite Service (US & Canada)

Services

Advance Exchange and OnSite service contracts are available for purchase within 45 days of the equipment sale date. Upon determination by a Posiflex technician that a product covered under the Advance Exchange Warranty Service has failed, Posiflex will ship a replacement product to the customer. If the product is also covered by OnSite Service, Posiflex will provide an onsite technician to exchange the failed product.

The customer must provide a valid credit card or purchase order to authorize the return of the original equipment and to cover any charges incurred outside the scope of the Advance Exchange and OnSite Additional Services programs. These services are offered only to Posiflex customers; however, exchange units may be drop-shipped to end-user addresses as necessary for a nominal fee.

Posiflex will use commercially reasonable efforts to ensure the replacement product is shipped to the customer according to the schedule below.

Shipping Schedule

Requests submitted before 2:00 PM PT Monday through Friday (1:00 PM PT for Canada requests) are normally shipped the same day. Requests received after that time are normally shipped the next business day, excluding Saturdays, Sundays, and US public holidays. Requests submitted on a Saturday, Sunday, or public holiday are normally shipped the following business day.

Replacement products are shipped for next-day delivery, except where the next day is a Saturday, Sunday, or public holiday, in which case delivery is made on the following business day. Posiflex selects reputable shipping carriers but cannot guarantee carrier performance, and overnight delivery may not be available in all locations.

Where OnSite service is included in a customer's support package, or purchased on a per-occurrence basis, Posiflex will schedule an onsite technician for exchange service on the same day the replacement product is delivered. OnSite service is available in all US states and within 100 kilometers of the following Canadian metropolitan areas:

Toronto (Mississauga) — Ontario	Quebec City (Lévis) — Quebec
Montreal (Laval) — Quebec	Winnipeg — Manitoba
Vancouver (Surrey, Burnaby) — British Columbia	Hamilton (Burlington) — Ontario
Ottawa–Gatineau — Ontario/Quebec	London — Ontario
Calgary — Alberta	Kitchener (Cambridge, Waterloo) — Ontario
Edmonton — Alberta	St. Catharines–Niagara (Niagara Falls, Welland) — Ontario
Halifax — Nova Scotia	Oshawa (Whitby, Clarington) — Ontario
Victoria (Saanich) — British Columbia	Windsor (Tecumseh, LaSalle, Lakeshore) — Ontario

Equipment Return

The customer is responsible for physically exchanging the failed product with the replacement product unless OnSite Service was purchased. The customer agrees to return the failed product using the Posiflex-provided return shipping label, or to make the equipment available for pickup by call tag.

Return equipment must be packaged carefully using the Posiflex box and packing materials provided with the exchange; Posiflex is not responsible for product damage due to inadequate packaging or improper handling prior to or during transit. The RMA number must be clearly noted on the box (return label provided), or the return may be refused. Please remove any external attachments, cables, or power supplies, and back up business data and third-party applications as necessary.

Posiflex will pay freight and insurance costs for shipment of replacement products to the customer via an expedited overnight carrier (where available) or similar service, and for return of the original product from the customer to Posiflex via ground shipping or similar service.

The customer agrees to return the failed product to Posiflex within 15 calendar days of receiving the replacement product, and is responsible for retaining all shipment tracking information for products returned to Posiflex.

If the failed product, or any product component (e.g., power adapter), is not received by Posiflex in a timely manner and the customer cannot provide proof of shipment, the customer agrees to pay the replacement cost of the product or component, equal to 90% of Posiflex's then-current list price. Unpaid replacement invoices will place the customer's account on hold for future service and sales orders.

In the event of refused shipments or failed delivery attempts to the customer, freight costs for the replacement unit will be charged to the customer.

Service Details

The customer agrees to provide the serial number(s) of the failed POS equipment prior to commencement of Advance Exchange service. If the product received on return does not match the reported serial number, or the returned serial number is not covered by a valid Advance Exchange contract, Posiflex may charge the customer the replacement cost (90% of then-current list price) for the non-conforming return. Posiflex will make reasonable efforts to work with the customer to understand why the correct product was not returned. The customer agrees to cooperate with Posiflex technical support to determine the cause of failure and confirm the failure type is eligible for Advance Exchange.

Replacement products are drawn from a Posiflex pool of spares and are not necessarily new, but are refurbished to like-new condition. Posiflex will use reasonable efforts to ensure the replacement unit is drawn from a comparable or newer serial number range, and may substitute a more recent model if it is functionally similar or superior to the originally purchased product.

OnSite service technicians provide the following: unpacking the new hardware, attaching necessary peripherals, configuring the network with available information (domain name, IP address), testing the hardware to confirm proper operation, and packing the failed hardware for return to Posiflex. Restoring or downloading business software and data remains the customer's responsibility and is not included in OnSite service.

Service Exclusions & Limitations

- Advance Exchange service is valid only for Posiflex products identified on an original agreement, by model and serial number.
- Only POS equipment purchased from Posiflex, its distributors, or authorized resellers is covered by Advance Exchange or OnSite Service.
- If an exchange is required due to failure of parts not supplied or branded by Posiflex, an altered, defaced, or removed serial number, or damage from accident, abuse, misuse, faulty installation, unauthorized repair, or modification, Posiflex retains the right to charge a diagnostic fee plus the cost of repairs, exchange shipping fees, and the technician visit.
- If an exchange is required due to extreme environmental conditions, physical or electrical stress, power surges, static electricity, fire, or other causes outside normal system or component failure, Posiflex retains the right to charge a diagnostic fee plus the cost of repairs, exchange shipping fees, and the technician visit.
- If an exchange is requested and no problem is found with the returned unit, the customer will be charged a diagnostic fee in addition to exchange shipping fees and the technician visit.
- The customer is responsible for ensuring access and cooperation for a scheduled onsite visit. If an appointment is confirmed but the exchange cannot be completed due to lack of access or inadequate support for the technician, the customer may be charged for the visit.

If performance under this agreement is prevented, restricted, or interfered with due to fire, casualty, accident, strikes or labor disputes, unavailability of raw materials, power, or supplies, acts of war, or any law, order, or requirement of a governmental authority, Posiflex — upon giving prompt notice to the customer — will be excused from performance to the extent of the interference. Posiflex will use reasonable efforts to remove the cause of non-performance and resume performance as soon as reasonably possible.

Warranty

All exchanges assume the remaining warranty period of the original product, or any remaining extended warranty period purchased for that product's serial number. If a replacement product fails within 90 days, regardless of the applicable warranty period, Posiflex will issue an RMA number for repair or further Advance Exchange replacement service. If the original product is not returned, the replacement product assumes the standard 90-day refurbished equipment warranty.

NOTHING HEREIN SHALL BE DEEMED OR CONSTRUED TO CREATE ANY WARRANTY, EXPRESS OR IMPLIED, OR, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO MODIFY OR EXTEND ANY EXISTING PRODUCT WARRANTY.

Limitation of Liability

Posiflex's liability is limited to the cost of repair or replacement of the affected product for damage or loss occurring while in Posiflex's custody. Posiflex has no liability for indirect, special, exemplary, or consequential damages, including lost profits or revenue. Posiflex is not responsible for maintaining or restoring data or third-party applications and makes no warranty regarding the loss of business information.

Posiflex retains the right to change the terms or details of this agreement without advance notice.