STANDARD PRODUCTS AND PARTS WARRANTY LIMITATIONS OF WARRANTIES AND REMEDIES FOR PRODUCTS AND PARTS

A. LIMITED WARRANTIES

1. **PRODUCT WARRANTY**

SUBJECT TO THE TERMS SET FORTH BELOW, REVOLUTION RETAIL SYSTEMS LLC, A DELAWARE LIMITED LIABILITY COMPANY ("Revolution"), WARRANTS ONLY TO THE PERSON OR ENTITY WHO PURCHASES THE PRODUCT DIRECTLY FROM REVOLUTION ("Direct Buyer") OR FROM A REVOLUTION AUTHORIZED RESELLER ("End User") THAT, should the cash management equipment ("Product") prove defective by reason of improper workmanship or materials, Revolution will replace all necessary electrical, electronic and mechanical parts with new or factory reconditioned replacement parts, without a charge for the parts, for ninety (90) days following the original installation of the Product, PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THIS LIMITED WARRANTY EXTEND FOR MORE THAN SIX (6) MONTHS AFTER THE DATE THE PRODUCT IS SHIPPED BY REVOLUTION, ITS AGENT, OR CONTRACT MANUFACTURER. It shall be Revolution's sole decision whether to use new, factory, reconditioned or replacement parts in any such repair or replacement.

2. PARTS WARRANTY

SUBJECT TO THE TERMS SET FORTH BELOW, REVOLUTION WARRANTS ONLY TO THE DIRECT BUYER OR END USER THAT should the replacement part(s) for Revolution's Products prove defective by reason of improper workmanship or materials, Revolution will repair or replace, with new or factory reconditioned parts, all such replacement parts, without charge for the parts or labor for a period of ninety (90) days after the original installation of such parts.

3. EXCLUSIONS

The Limited Warranty herein does not include any loss, cost, expense, damage or service required due to: (i) coin or note jams, including without limitation any currency jam in any mechanism that is a part of the Product; (ii) abuse, neglect, misuse, accident, or vandalism of the Product or its component parts or from Direct Buyer's or End User's failure to maintain the security of the Product; (iii) operation of the Product other than for its normal and intended purposes or use or operation of the Product or any of its parts contrary to or in violation the instructions, warnings or manual for the Product or any of its parts; (iv) failure of or damage to the Product due to the acts or actions of End User, Direct Buyer or third parties; (v) failure to timely follow defined cleaning and maintenance procedures or to timely or properly perform preventative maintenance of the Product or any of its parts; (vi) service, relocation, alteration, or installation of the Product or any parts, including without limitation, its electrical, electronic or mechanical parts, including without limitation all note recyclers and coin acceptors and dispensing modules, if any, by a party not authorized by Revolution to perform such service; (vii) Product not connected to a dedicated, grounded electrical outlet: and/or (viii) Product or parts with removed or altered serial numbers. Parts that are considered consumable (including but not limited to paper, cleaning supplies and kits, and drop bags and tags) are not included in this limited warranty except to the extent that these items are shipped in new, properly working condition from the Revolution manufacturer with the Product.

THE REMEDIES DESCRIBED HEREIN SHALL BE THE SOLE, EXCLUSIVE AND ONLY REMEDIES OF DIRECT BUYER AND END USER FOR BREACH OF THIS LIMITED WARRANTY.

B. DISCLAIMER OF WARRANTIES

REVOLUTION DISCLAIMS ANY WARRANTY WHATSOEVER AND THE LIMITED WARRANTIES CONTAINED HEREIN WILL BE VOID OR VOIDABLE BY REVOLUTION IF:

(i) the Product or any parts, including, without limitation, its electrical, electronic or mechanical parts, and specifically including all note recyclers and coin acceptors and dispensing modules, if any, have been installed, relocated, altered, repaired or serviced by any individual or other entity not authorized by Revolution to provide such services; (ii) the serial number on the Product or any parts have been altered or removed; (iii) the Product or any parts have been subjected to accident, misuse, abuse, negligence or vandalism; (iv) operation of the Product other than for its normal and intended purposes or the Product or any of its parts have been used or operated contrary to or in violation of the instructions, warnings, or manuals for the Product or any of its parts, including without limitation the failure to timely or properly clean the Product or any of its parts or to timely or properly perform any preventative maintenance, defined cleaning or maintenance of the Product or any of its parts; or (v) the Product is not connected to a dedicated, grounded electrical outlet. Parts that are considered consumable (including, but not limited to, paper, cleaning supplies and kits, and drop bags and tags) are not included in this limited warranty except to the extent that these items are shipped in new, proper working condition from the Revolution Factory with the Product. This limited warranty does not cover any currency, coin or note jam in any mechanism that is a part of the Product. THE LIMITED WARRANTIES STATED HEREIN INCLUDE PARTS ONLY AS SET FORTH IN PARAGRAPH A ABOVE AND THE LIMITED WARRANTIES STATED HEREIN EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RELATING TO THE USE OR PERFORMANCE OF THE PRODUCT AND THE PARTS. WHETHER OR NOT PURPOSES OR SPECIFICATIONS ARE DESCRIBED OR PROVIDED BY **REVOLUTION WITH RESPECT TO THE PRODUCT OR PARTS.**

C. LIMITATIONS OF REMEDIES

REVOLUTION'S LIABILITY TO DIRECT BUYER AND TO END USER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE ACTIONS), OR OTHERWISE, ARISING IN CONNECTION WITH THE PRODUCT, PARTS OR THE FOREGOING LIMITED WARRANTIES SHALL BE LIMITED TO THE COST OF REPAIR AND REPLACEMENT OF THE PRODUCT OR PARTS IN ACCORDANCE WITH THE LIMITED WARRANTIES. REVOLUTION SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF OR INABILITY TO USE OF THE PRODUCT OR ASSOCIATED EQUIPMENT, COST OF CAPITAL, LOSS OF OPPORTUNITY, LOSS OF BUSINESS, DOWNTIME, INJURY TO PROPERTY, PERSONAL INJURY, OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH CLAIMS OF THIRD PARTIES.

D. INSPECTION OF THE PRODUCT OR PARTS; TIME LIMIT FOR CERTAIN CLAIMS

Direct Buyer and End User are responsible for inspecting and shall inspect the Product and any parts upon receipt and shall notify Revolution at 1840 Hutton Drive, Suite 130, Carrollton, Texas 75006 in writing by certified mail, return receipt requested (postage prepaid, deposited with the United States Postal Service) of any claims, including claims for breach of limited warranties, within thirty (30) days after Direct Buyer or End User discovers or should have discovered the facts upon which the claim is based. **THE FAILURE**

TO GIVE WRITTEN NOTICE OF A CLAIM TO REVOLUTION WITHIN THIS TIME PERIOD SHALL CONSTITUTE A WAIVER AND RELINQUISHMENT OF SUCH CLAIM.

E. REGISTRATION OF THE PRODUCT

The registration of the Product must be sent by the Direct Buyer or by the End User to Revolution Retail Systems LLC within ten (10) days after the date of original installation of the Product. A form of registration is attached and may be sent electronically to Revolution to <u>warrantyservice@rrs360.com</u> or mailed to Revolution's address at 1840 Hutton Drive, Suite 130, Carrollton, Texas 75006. If the registration is not on file at Revolution, then the installation date will be presumed to be thirty (30) days after the Product is shipped by Revolution, its agent, or contract manufacturer.

F. LIMITATION OF LIABILITY

The limited warranties of Revolution shall be subject in all respects to the limitations, disclaimers, and exclusions set forth herein. No action, regardless of form, arising out of this limited warranty may be commenced more than one (1) year after the cause of action has accrued.

G. CHOICE OF LAWS; VENUE

This document shall be construed, interpreted and enforced by applying the law of the state of Texas and without applying principles of conflicts of laws and without giving regard to any international convention for the sale of goods. The provisions stated in this document shall be enforced against Direct Buyer and End User to the maximum extent permitted under applicable law. All disputes arising hereunder shall be submitted to a state or federal court of competent jurisdiction within Dallas County, State of Texas.

To obtain for review a paper or tangible physical copy of this Standard Products and Parts Warranty and Limitations of Warranties and Remedies for Products and Parts, or for the name of your nearest Revolution service dealer or to contact Revolution about a claim or otherwise, contact:

> Local: 469-317-2910 Toll free: 1-855-616-3827 Revolution Retail Systems LLC 1400 Valwood Parkway, Suite 100 Carrollton, TX 75006