



Limited Product Warranty

TERMS AND CONDITIONS AGREEMENT

CHEXPRESS, TELLERSCAN, and SMARTSOURCE Series Scanners, and
ReceiptNOW Printers

(Applicable only to sales in the United States and Canada)

I. **Warranty Coverage:**

Digital Check Corp. ("Digital Check") warrants its scanners, printers, and other specified devices, if used in accordance with all applicable instructions, to be free from original defects in material and workmanship during the applicable warranty period. If a product proves to be defective in material or workmanship during the warranty period, Digital Check, subject to these terms and conditions, will repair or replace, at its sole option, the product with a similar product as your exclusive remedy for Digital Check's breach of this Limited Product Warranty (this "**Warranty**"). Replacement products or parts may include remanufactured or refurbished parts or components.

You are responsible for packing and shipping your product to the repair location designated by Digital Check and for any damage during shipment.

II. **Length of Warranty:**

The standard warranty period for our CHEXPRESS, TELLERSCAN, and SMARTSOURCE series scanners is one (1) year and the standard warranty period for our ReceiptNOW printers is three (3) years. For additional information regarding the warranty period for your Digital Check product, please visit our warranty service website: <https://digitalcheck.com/support/warranty-service>.

Digital Check's products are warranted from original defects in material or workmanship for parts and labor during the applicable standard warranty period unless Digital Check has agreed in a written contract with you to provide a different warranty period. Unless Digital Check otherwise agrees in writing, the warranty period begins the day the product is shipped to the end user but in the case of sales from a reseller not later than three (3) months after shipment from Digital Check. All Digital Check refurbished or exchanged products provided pursuant to this Warranty will be covered by the balance of the time remaining on the initial warranty period or, if longer, an additional ninety (90) days.

III. **Warranty Protection:**

This Warranty is valid only for the original purchaser/end user and is not transferable. Proof of purchase is required. This Warranty only applies to sales of the above specified products in the United States and Canada.

IV. **Non-Warranty Repair (NWR) Claims:**

In the event a returned product is determined to be malfunctioning because of non-warranty related causes, Digital Check reserves the right to assess a flat rate repair fee, in addition to shipping costs. You are responsible for fees associated with non-warranty claims; including but not limited to cleaning, inspection, no trouble found, declined repairs, and customer induced damage.

Non-warranty related causes include (a) foreign objects, such as staples and paper clips, jammed inside the product; (b) liquids found inside the product, such as white-out, liquid paper, or beverages; (c) excessive build-up of paper dust and debris resulting from not performing regular recommended cleaning; (d) operating the product outside the recommended normal duty cycle, electrical, and environmental conditions; or (e) unauthorized service or repair. See exclusions below for an expanded

list of non-warranty related items. If a product is determined to be non-repairable due to user negligence or abuse, you will be responsible for the costs associated with replacing the product.

Exclusions:

1. Any product on which the serial number has been defaced, modified, or removed.
2. Consumable items or cleaning products, such as cleaning cards or swabs, feed rollers, inkjet cartridges, or canned air.
3. Digital Check provides no warranty for third-party software.
4. Damage, deterioration, or malfunction resulting from:
 - a) accident, misuse, abuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product;
 - b) repair or attempted repair by anyone not authorized by Digital Check;
 - c) damage to, or loss of, any programs, data, or removable storage media;
 - d) software or data loss occurring during repair or replacement;
 - e) any damage of the product due to poor packaging or during shipment;
 - f) removal or installation of the product;
 - g) causes external to the product, such as electric power fluctuations or failure, Acts of God, war, invasion or act of foreign enemy, terrorism, cyberattack, hostilities, civil war, rebellion, strikes, lockouts, labor disturbances, or civil commotion;
 - h) use of supplies or parts not meeting Digital Check's specifications;
 - i) normal wear and tear;
 - j) failure to follow manufacturer's instructions, specifications, or user manuals;
 - k) failure to perform recommended periodic product maintenance;
 - l) any other cause that does not relate to an original product defect;
 - m) cosmetic damage;
 - n) third party acts, including theft and vandalism; or
 - o) damage to, or abuse of, the coating on the surface of the product from inappropriate cleaning.
5. Removal, installation, and setup service charges.
6. Shipping from your location to Digital Check or its designated service provider. All products are returned to the user via standard ground shipment.
7. Any product that has been serviced, repaired, refurbished, or exchanged other than pursuant to this Warranty.
8. Any product that has been transferred or resold by the original purchaser/end user.

V. Out of Box Failures of New Purchases

If an out of box failure of a newly purchased product were to occur as a result of original defects in material and/or workmanship, Digital Check will replace that product the next business day where available and at no additional cost. This out of box quality guarantee applies during the first 200 items scanned for our check scanners or 50 receipts printed for our printers, as applicable. In the event of a reported out of box failure, contact Digital Check at the number listed below under "Obtaining Service". You will be sent a prepaid return label with the replacement product so the defective product can be quickly and easily returned. You are responsible for packing the defective product into the replacement unit packaging and ensuring it is shipped back to Digital Check. If the product is not returned within 30 days, you will be charged the cost of the replacement scanner.

VI. Obtaining Service:

For information on obtaining warranty service, contact your Digital Check Reseller, Digital Check Support (email support@digitalcheck.com, call 1-847-446-2285) or visit our website at <https://www.digitalcheck.com/service>.

You will be required to provide:

- 1) a copy of the dated sales slip or other proof of purchase and installation,
- 2) your name,
- 3) your ship to address, email address, and phone number,
- 4) the model number and serial number of the product, and
- 5) a description of the problem.

You are responsible for returning the product prepaid in the original container with the power cord and other associated accessories to Digital Check or its designated authorized service center. It is recommended that you obtain insurance on the product you are returning should it be damaged during shipping.

No warranty service will be provided, and Digital Check is not responsible, for any returned product without an assigned Return Material Authorization (RMA) number.

VII. Disclaimer and Limitation of Implied Warranties:

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION I ABOVE, DIGITAL CHECK MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT OR ASSOCIATED SOFTWARE, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VIII. Exclusion of Damages:

DIGITAL CHECK'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND DIGITAL CHECK'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. DIGITAL CHECK'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT.

DIGITAL CHECK SHALL NOT BE LIABLE FOR:

- DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- LOSS OF, OR DAMAGE TO, DATA FROM ANY CAUSE.
- ANY OTHER LOSSES OR DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE, AND WHETHER DIRECT OR INDIRECT.
- ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE USE, OPERATION, OR MAINTENANCE OF THE PRODUCT.
- ANY CLAIM AGAINST THE USER BY ANY OTHER PARTY.

IX. Effect of Local Law:

This Warranty gives you specific legal rights, and you may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This Warranty is otherwise governed by the laws of the State of Illinois.

X. Disputes:

Most of your concerns about the product can be addressed by contacting us. In the event we cannot resolve any dispute relating to this Warranty, then we both agree that any controversy or claim arising out of or relating to this Warranty shall be settled by arbitration before a single arbitrator administered by the American Arbitration Association (the "AAA") in accordance with its Consumer Arbitration Rules. **We both give up the right to resolve any controversy or claim arising out of or relating to this Warranty in court, whether in front of only a judge, or in front of a judge and a jury.** We agree to arbitrate solely on an individual basis, and that this Warranty does not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Neither the AAA nor the arbitrator shall have the power to consolidate more than one person's claims or to otherwise preside over any form of a representative or class proceeding. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

XI. Sales Outside the United States and Canada:

For Digital Check products sold outside the United States and Canada, contact your Digital Check reseller or Digital Check for warranty information and service.