



WARRANTY

ReceiptNOW® / ReceiptNOW Elite

Digital Check warrants that Digital Check branded equipment will be free from defects in material and workmanship and will substantially conform to relevant Digital Check published specifications, from its date of delivery to the purchaser for the period specified in the terms of sale (the "Equipment Warranty Period") subject to the limitations set forth below. Equipment (a) may be newly manufactured, (b) may be assembled from new or serviceable used parts that are equivalent to new parts in performance, or (c) may have been previously installed. During the Equipment Warranty Period, Digital Check (or its designee) will replace any defective item of equipment promptly reported or sent to Digital Check (or its designee) by purchaser which Digital Check (or its designee) determines was defective due to faulty materials or workmanship. Purchaser will pay transportation and insurance costs to ship equipment to the location designated by Digital Check (or its designee). Digital Check (or its designee) will pay the return costs if the equipment is determined to be defective. Labor costs of diagnosis are not included in this warranty, and will be paid by purchaser, if the equipment is determined not to be defective.

Digital Check warrants that Digital Check branded software will conform substantially to the then current published functional specifications from its date of delivery to purchaser for a period specified in the terms of sale (the "Software Warranty Period") provided purchaser uses it properly. Digital Check will replace any defective software media or provide a workaround or correction for material errors in Digital Check branded software that prevent its use in a production environment, provided that purchaser reports the problem in writing to Digital Check during the Software Warranty Period.

The foregoing warranties do not cover repair of damage attributable to: (a) alterations to the equipment or use of the equipment with out-of-specification supplies; (b) alterations or modifications to the software not provided or authorized by Digital Check. (c) accidents, misuse, negligence or failure of purchaser to follow instructions for proper use of software and instructions for proper use of equipment and the care and cleaning of equipment; (d) external factors (e.g., failure or fluctuation of electrical power or air conditioning, fire, flood); or (e) failure by purchaser to comply with Digital Check environmental specifications.

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These limited warranties give you specific legal rights; you may have others, which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the equipment and/or software is defective and qualifies for service under this Warranty, the purchaser must first (a) perform problem determination procedures (which may include diagnostic testing) in accordance with furnished instructions, and (b) call its Digital Check supplier for further instructions on how to obtain warranty service.

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