Verifone®

VERIFONE, INC. STANDARD LIMITED WARRANTY, US PETROLEUM MARKET PRODUCTS

- These warranty terms apply to Verifone's petroleum market products for the United States market, as listed in the table below (the "Products"). For customers purchasing any other Verifone products, please see Verifone's Standard Limited Warranty, US, All Products (except Petroleum Market Products). As used herein, the petroleum market means fuel service stations, including convenience stores, car washes and other associated business provided at the fuel service station.
- 2. The Product warranty periods are as set forth in the table below. Verifone reserves the right to change these warranty terms, including the warranty period for a specific Product. Any change to the warranty terms shall be effective only for purchase orders placed after the date of such change. The current version of these warranty terms can be found at http://verifone.com/terms. (Please select the applicable country and product as directed on the Verifone site.) Customer is responsible for checking the Verifone site prior to placing its Product order to confirm the then applicable warranty terms (including the warranty period).
- 3. Verifone warrants that, for the warranty period for a Product, such Product shall be free from faulty workmanship and defective materials. This warranty does not cover on-site labor or travel costs.
- 4. During the warranty period for a Product, Verifone shall repair or replace such Product if it is in breach of the warranty in <u>Section 3</u> above, subject to the following:
 - (a) Customer (either itself or through its Verifone Authorized Service Contractor ("VASC")) must return the defective Product to Verifone, at Customer's expense, in accordance with the MRA return process set forth below (the "MRA Process"). Verifone shall have no obligation to Customer under the warranty in <u>Section 3</u> above if Customer fails to return the Product to Verifone in accordance with the MRA Process.
 - (b) Subject to Customer's compliance with the MRA Process, upon Verifone's receipt of the Product, Verifone will: (1) in Verifone's sole discretion, repair or replace such Product, and (2) ship such Product to return it to the United States location designated by Customer (or its VASC) pursuant to the MRA Process. Verifone will ship the repaired or replacement Product back to such location, at Verifone's expense. For avoidance of doubt, Verifone will not return ship Product to any location outside of the United States. Verifone shall use commercially reasonably efforts to ship the repaired or replacement Product back to such location within 7-10 business days of receipt (excluding bulk returns or special projects). This turn-around time may vary, including due to parts availability, volume of returns and force majeure events.
 - (c) Repair or replacement of a Product does not extend the warranty period for such Product.
 - (d) When a Product is replaced, the replacement Product becomes Customer's property and the replaced Product becomes Verifone's property.
 - (e) Customer must use a VASC to service the Products, including to deinstall the Product for shipment to Verifone under the MRA Process and to install the replacement Product. Customer is responsible for any labor and travel costs incurred by the VASC in servicing the Products.
 - (f) The warranty in <u>Section 3</u> above does not cover provision of a replacement Product to Customer while Customer's Product is being repaired under warranty. If Customer wishes to use a replacement Product while Customer's Product is being repaired, Customer will need to purchase such replacement Product from Verifone, its distributor or VASC, or contract with Verifone for on-site maintenance services (see below).
 - (g) Verifone offers on-site maintenance services for purchase. If Customer enrolls in Verifone's on-site maintenance services, Customer would be entitled to on-site services that include Product repair or replacement at time of service (subject to the terms of such on-site maintenance services). Customer may purchase such services directly from Verifone or through a Verifone distributor. If you are interested in such services, please contact Verifone support at 888-297-7604 or your distributor.
- 5. Customer's VASC (but not Customer) may return to Verifone the defective field replaceable parts of a Product during the warranty period for such Product, in lieu of returning the entire Product. These warranty terms apply to any such defective field replaceable Product parts; and accordingly, all references to "Product" herein shall be deemed to also refer to any such returned parts. For a list of field replaceable Product parts, Customer's VASC should check the Verifone Premier Portal.
- 6. Verifone is not liable for, and the warranty in <u>Section 3</u> above does not apply to, Product defects resulting from (a) improper or inadequate installation or maintenance (other than by Verifone), including without limitation failure to install the Product in accordance with Verifone's installation guide; (b) Customer or third party supplied software, products, interfaces or supplies; (c) improper testing, use or operation by Customer or a third party; (d) any loss or damage in

transit; (e) any misuse, abuse, negligence, accident or liquid spillage (other than while the Product is in Verifone's possession), or any acts of nature such as flood or lightning damage (each, an "**Out of Scope Condition**"); or (f) any failure of electrical power, air conditioning or humidity control (other than while the Product is in Verifone's possession). In the event Customer (either itself or through its VASC) returns a Product to Verifone under the MRA Process and Verifone determines that such Product is defective due to an Out of Scope Condition, Customer may elect to have Verifone repair such Product, scrap such Product or return such Product to Customer. Verifone shall charge Customer Verifone's then current fee for the option selected by Customer.

- 7. The warranty in <u>Section 3</u> above does not apply to software provided by Verifone for the Products. If Customer enrolls in Verifone's software maintenance program, Customer would be entitled to software update services for such software in accordance with the terms of such software maintenance program.
- 8. In the event that Verifone determines that any Product returned by Customer (either itself or through its VASC) under the warranty in <u>Section 3</u> above is not defective in workmanship or materials (i.e., there is no trouble found ("NTF")), Verifone shall clean and test such Product and ship such Product back to the location designated by Customer (or its VASC) pursuant to the MRA Process, at Verifone's expense. However, in the event that Customer's NTF repairs for any Product type exceed ten percent (10%) of all such Products returned by Customer for repair in any quarterly period, Verifone may charge Customer Verifone's then current fee for Clean and Test services, plus shipping, on all such Products returned for repair in excess of such percentage.
- 9. THE WARRANTY IN <u>SECTION 3</u> ABOVE (I) DOES NOT APPLY TO PRODUCTS NOT MANUFACTURED BY VERIFONE OR TO CONSUMABLE ITEMS, AND DOES NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED OR SERVICED IN ANY RESPECT EXCEPT BY VERIFONE OR A VASC; (II) APPLIES ONLY TO PRODUCTS SOLD AND USED IN THE UNITED STATES (IT BEING ACKNOWLEDGED THAT THE PRODUCTS ARE DESIGNED FOR USE IN THE UNITED STATES ONLY, AND USE OUTSIDE THE UNITED STATES SHALL VOID ALL WARRANTIES); AND (III) IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN, ORAL OR STATUTORY, IS EXPRESSED OR IMPLIED. VERIFONE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.
- 10. IN ADDITION, THE WARRANTY IN <u>SECTION 3</u> ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF VERIFONE, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCTS, AND REPAIR OR REPLACEMENT (AT VERIFONE'S OPTION) IS CUSTOMER'S SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY.

Product	Standard Warranty Period
Ruby	12 months from original ship date from Verifone
Ruby2	
Sapphire	
Topaz XL	
C18	
Commander	
Ruby Cl	
Receipt Printer	
Customer Display	
Cash Drawer	
Forecourt Interface (FCI)	
iOrder	
UPS Power Supply	

Warranty Periods for Products:

<u>Original Ship Date</u>: If Customer has purchased the Products from a party other than Verifone, Customer is responsible for confirming with such party the original ship date from Verifone.

<u>Cables</u>: Cables are not covered under the warranty set forth in <u>Section 3</u> above.

MRA Return Process - How to Return a Product for Warranty Repair:

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- Customer must obtain a material return authorization ("**MRA**") from Verifone during the warranty period via Verifone's client portal as set forth below in order to return a Product to Verifone.
 - For Customers (and their VASCs) who have been set up, and have credit terms, with Verifone: <u>http://premier.verifone.com/verifone/vfi/bv/customerHome.do</u>
 - For all other Customers: http://premier.verifone.com/verifone/merchant/home.do#
- In the event Verifone's client portal is not available, Customer must obtain the MRA by emailing Verifone at <u>I_mra_help@verifone.com</u> or calling Verifone at 800-834-9133.
- Customer must provide Verifone the serial number of the unit needing repair and the return ship to information in order to obtain the MRA. If Customer emails Verifone, it must also provide Verifone with a description of the repair issue and the address to which Verifone should return the repaired or replacement Product.
- Once the Customer has received the MRA, Customer must return the Product to Verifone such that Verifone receives the Product during the warranty period or within ten (10) days after the end of the warranty period for such Product. Customer must include the MRA with the Product when it returns the Product to Verifone.
- Customer must ship the defective Product to Verifone's current warranty service provider, at the address set forth in the MRA.