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Point of Sale (POS) Warranty Policy Statement

New Product Warranty for USA

GILBARCO® WARRANTS NEW SERVICE STATION EQUIPMENT IN ACCORDANCE WITH THE PROVISIONS STATED BELOW

Passport® Workstations (Server and Clients for cashiers, food ordering kiosks, and/or Express Lane kiosks), payment terminals, and Enhanced Dispenser Hub (EDH), (collectively, "POS Equipment") are warranted for one (1) year from the date of installation or 24 months from the date of Gilbarco®'s original invoice, whichever occurs first (the "Warranty Period"). Gilbarco warrants that, during the Warranty Period, the POS Equipment will conform in all material respects to Gilbarco's published documentation (the "Documentation").

During the Warranty Period, Gilbarco will repair or replace any POS Equipment (or parts in such POS Equipment) that do not conform to the warranty stated above. Gilbarco's obligations are subject to the following:

- All warranty work must be performed by a Gilbarco-authorized service contractor (ASC).
- Labor and travel costs incurred by the ASC while servicing the POS Equipment are not included.
- Gilbarco will supply new or rebuilt parts to replace parts that fail to conform to the warranty. Parts must be returned to Gilbarco pursuant to Gilbarco current process, must be shipped with transportation charges paid, and will be replaced with parts with transportation charges prepaid by Gilbarco.
- New POS Equipment installations must be registered with Gilbarco to receive warranty service.

SOFTWARE WARRANTY

The POS Equipment includes certain software (including any updates) that is necessary for the operation of the POS Equipment (the "Software"). Gilbarco warrants that the Software will conform in all material respects to the documentation during the first ninety (90) days of the warranty period or, in the case of updates, during the first ninety (90) days after installation of such update (collectively, the "Software Warranty Period"). During the Software Warranty Period, Gilbarco shall use commercially reasonable efforts to identify and correct any such non-conformities, at Gilbarco expense, and provide a corrected version of the Software. Gilbarco obligations are subject to the following:

- Within a reasonable time after notifying Gilbarco of any non-conformity, the retailer must provide Gilbarco with sufficient information (programs and/or instructions) to allow Gilbarco to reproduce the non-conformity.
- This warranty does not cover travel or labor.

SECURE SOFTWARE STANDARD (SSS) VALIDATION

The Gilbarco Passport EDH ("Passport") is PCI-SSS-validated as listed on the Payment Card Industry (PCI) validated applications website https://www.pcisecuritystandards.org/assessors_and_solutions/payment_software. However, the retailer is responsible for developing and maintaining business practices to ensure that the POS Equipment is used in accordance with the retailer's own PCI SSS requirements. Each retailer is responsible for achieving and maintaining PCI SSS validation relevant to its business. GILBARCO DOES NOT WARRANTY, AND SHALL HAVE NO RESPONSIBILITY FOR, RETAILER'S MISUSE OF THE POS EQUIPMENT OR RETAILER'S FAILURE TO MAINTAIN PCI COMPLIANCE.

ADDITIONAL WARRANTY CONDITIONS AND LIMITATIONS

In addition to the above, the following conditions must be met for the warranty to be in effect:

- POS Equipment must be registered (including serial numbers) with Gilbarco to activate the warranty.
- Each site must have a connectivity line installed (such as MNSP or broadband) for Remote Access Service (RAS). This connectivity line must be separate from the site's voice line. The retailer cannot receive warranty support without Remote Access Support connectivity.
- The retailer must request warranty service by calling the Gilbarco Support Center. Gilbarco will attempt to address the issue by assisting the caller or by Remote Access Support. Gilbarco will send an ASC, if necessary, to provide warranty support, and only if the warranty issue cannot be resolved over the phone or via Remote Access Support.
- The warranty does not include reloading software on POS Equipment unless it is attributed to an issue covered by the warranty.
- A qualified Uninterruptible Power Supply (UPS) is required for POS Equipment. Failing to install a qualified UPS voids the warranty.
- If an ASC determines that the issue is not covered by the warranty, the retailer will be responsible for the full cost of the service call.
- For service, call the Gilbarco Support Center at 1-800-800-7498. Gilbarco will not be responsible for services or repairs rendered without prior authorization and dispatching by the Gilbarco Support Center.

Peripherals (keyboards, PIN Pads, Uninterruptible Power Supply, and scanners) purchased with POS Equipment or in bulk have the same warranty coverage as POS Equipment.

Printers that are purchased with POS Equipment have the same warranty coverage as POS Equipment; however, the warranty period is ninety (90) days from the date of installation or 24 months from the date of Gilbarco's original invoice, whichever occurs first.

GENERAL EXCLUSIONS FROM WARRANTY

1. The warranties listed above do not cover defects related to: (i) connections of the POS Equipment to devices not specifically provided for in the Documentation, (ii) modifications to the POS Equipment, (iii) any defect related to such modification or connection, or (iv) viruses, worms, Trojan horses, or other noxious data or software.
2. Consumable items such as receipt paper, toner, or image drum are not warranted. The use of receipt paper or consumables not specified by Gilbarco will void the printer assembly warranty. Refer to *PT-1798 Consumables Parts List* for recommended consumables.
3. The warranties stated above apply only if the POS Equipment and Software have been installed and used in accordance with Gilbarco Installation, Operating, and Service Instructions. The warranties do not cover issues caused by faulty installation, improper maintenance, or service performed by anyone other than Gilbarco or an ASC.
4. The warranties stated above do not cover: (i) any damage resulting from shipping, accident, power surges, neglect, misuse, an act of nature, or abuse, (ii) any non-Gilbarco supplied equipment, (iii) use of non-Gilbarco replacement parts or retrofitted items, or (iv) service for database corruption or suspect corruption at sites without an installed UPS.

THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GILBARCO DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

GILBARCO IS NOT LIABLE FOR DAMAGES CAUSED BY: (i) THE FAILURE OF A NON-GILBARCO PRODUCT TO INTERFACE WITH A GILBARCO PRODUCT, EXCEPT AS PROVIDED IN THE DOCUMENTATION, (ii) MODIFICATIONS TO GILBARCO PRODUCTS, (iii) USE OF GILBARCO PRODUCTS IN A MANNER OTHER THAN AS PROVIDED FOR IN THE DOCUMENTATION, OR (iv) UNLAWFUL OR FRAUDULENT USE OF GILBARCO PRODUCTS. GILBARCO IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, PRODUCT DAMAGES, LOSS OF PRODUCT, THEFT OF PRODUCT, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER BUSINESS OR COMMERCIAL LOSS, EVEN IF GILBARCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

POS NEW PRODUCT WARRANTY CHART

Limited Warranty

PRODUCT	90 DAYS	1 YEAR
Passport server and clients (for cashiers, food ordering kiosks, and/or Express Lane kiosks) and EDH.	-	X
Peripherals (keyboard, PIN Pad, UPS, and scanners)	-	X
Printers	X	-

Gilbarco offers additional services for purchase such as regular software updates and access to the Help Desk after the warranty period. For more information on different levels offered, visit our website, https://www.gilbarco.com/us/passport-service-offering-pso, or contact Contract Services at (866) 606-8969.

For spare parts warranty and repair/rebuilt parts warranty, refer to *MDE-4955 Gilbarco New And Rebuilt Spare Parts Warranty Statement.*