

POS-X Warranties - Terms and Conditions

All POS-X warranty service options are limited to repair or replacement of the product at the sole discretion of POS-X.

General Terms and Conditions

All warranty plans apply to products purchased as new through an authorized distributor only. They do not extend to any product which, in the sole judgment of POS-X, has been subjected to abuse, misuse, neglect, improper hardware or software installation or configuration, improper handling or storage, damage caused by natural or manmade disasters, or any damage due to but not limited to:

- Any catastrophic event independent of the normal functioning of the hardware such as flooding or other water damage, fire, transient power surges or insufficient line voltage (brown-out) or any event characterized as an "Act of God" causing damage to the Hardware
- A software virus obtained from 3rd party software
- A failure to follow instructions contained in the Product manual or other documentation provided with the Product.

Standard Warranty Coverage

POS-X offers its customers several options in the repair or exchange process to get their hardware up and running. Should a product be found to have a manufacturing defect POS-X will repair or replace it with a functionally equivalent unit using one of the following methods:

Depot Repair

Customer shall ship the faulty product to POS-X or one of its authorized repair depots. Customer will then receive the repaired/replaced Product(1) back again within 7 business days(2) from the date POS-X originally received the faulty product. Expedited return shipment is available at Customer's expense.

2-Day Advance Exchange

POS-X will provide a replacement product sent prior to receipt of the faulty unit, using a 2-day Shipping method(3). A credit card must first be authorized for up to the full MSRP value of the product. This authorization will then be removed upon receipt of the defective product. The defective or faulty product MUST be received within TEN(10)(4) business days. If the unit is returned within the proper time allowances, no charges will be finalized to the authorized credit card. If the product is not received within 10 business days, the credit card will be charged for the amount authorized. This method is only available in North America.

Overnight Exchange Warranty Service Upgrade

Available (in North America) via purchase from POS-X or its authorized distributor within 30 days of the purchase of the original product. If purchased, should a product be found to be defective, POS-X will repair or replace it with a functionally equivalent unit using the customer's choice of one of the following options:

Overnight Advance Exchange

POS-X will provide a replacement product sent prior to receipt of the faulty unit, using an Overnight Shipping method(3). A credit card must first be authorized for up to the full retail value of the product. This authorization will then be removed upon receipt of the defective product. The defective or faulty product MUST be received within TEN(10)(4) business days. If the unit is returned within the proper time allowances, no charges will be finalized to the authorized credit card. If the product is not received within 10 business days, the credit card will be charged for the amount authorized. This method is only available in North America.

Overnight Standard Exchange

If a credit card authorization is not available to the customer, POS-X will issue a ground call tag for the customer to return the defective unit. Once the unit is received at an authorized POS-X repair facility, a replacement will be sent via Overnight shipping. With the purchase of an Overnight Exchange, POS-X also provides its customers with one time use Accidental Damage coverage. This Accidental Damage Coverage covers unintentional damage that results from: liquid spills; electrical surges; and breakage due to drops, falls, or other collisions. Damage not covered by this coverage: damage in a fire, intentional damage, stolen and consumables such as batteries, ribbons, paper. POS-X has the right to determine any damage to the unit as not covered under these terms and conditions. In the event that one of your systems is accidentally damaged, you simply contact POS-X directly.

Additional Terms and Conditions

2-Day Advance Exchange and Overnight Advance Exchange are not available for the following circumstances:

- Customer requires hard drive data saved or transferred from a faulty computer or TouchPC
- Customer requires any original component of the original product for any reason
- Customer has altered or damaged the look of the product
- Product is outside of North America

All Warranty Plans Become Void If:

- The housing of the Product has been opened by anyone other than POS-X's repair department or authorized repair centers
- The Product is modified or disassembled by anyone other than POS-X's repair department or under supervision by an authorized POS-X support specialist
- The serial number of the Product is removed or unable to be deciphered.
- The product is damaged in shipping due to poor packaging.

In all cases, POS-X has the right to test and inspect the faulty Product and if in the sole judgment of POS-X the faulty Product is found not to be covered under any warranty or not faulty, POS-X will invoice accordingly (including, but not limited to charging a shipping and/or service fees, or full value of the replacement). Any outstanding invoices will result in the ineligibility for future repair or replacement until outstanding invoices are paid. Warranties becomes effective on the date of purchase of the product from POS-X's authorized distributors and terminates at the end of the product's specific warranty length (length of warranty varies by product, see individual product pages at www.pos-x.com for details). Each warranty replaces any other warranties or guarantees, either express or implied, and specifically excludes, without limitation, warranties of merchantability and fitness for a particular purpose under the uniform commercial code, or arising out of custom or conduct. The rights and remedies provided herein are exclusive and replace any other rights or remedies. In no event shall POS-X be liable for any indirect or consequential damages, incidental damages, damages to person or property, or effect on business or property, or other damages or expenses due directly or indirectly to the product, except as stated in the specific applicable warranty plan. In no event shall any liability of POS-X exceed the actual amount paid to POS-X or one of POS-X's authorized distributors for the product.

(1) The Replacement Hardware need not be new or have an identical make, model or part number. POS-X may in its sole discretion replace the defective Hardware (or any part thereof) with any reconditioned product that POS-X reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. Repaired or Replacement Hardware will be warranted for the remainder of the original warranty period from the date of original retail purchase.

(2) Repair time is contingent upon availability of parts. In the case that parts are not available, POS-X will inform the customer of what the expected repair time will be. POS-X can not guarantee repair times for products shipped outside the contiguous US.

(3) POS-X will not be held responsible for shipping delays outside of our control. All shipping charges for units shipped from POS-X will be free of charge if shipped within the continental 48 United States. Items shipped to Canada, Alaska, Hawaii or other U.S. territories may incur additional charges, but will not exceed actual shipping costs. POS-X is not responsible for any custom or brokerage fees that may occur. POS-X is not responsible for damages incurred during shipping. POS-X is not responsible for shipping charges for product travelling to POS-X or its authorized repair depots.

(4) POS-X reserves the right to charge a fee in the case of extreme delinquency in returning the item. The charging fee is at the sole discretion of POS-X