

TOUCH DYNAMIC STANDARD WARRANTY**Terms and Conditions of Sale**

These terms and conditions of sale ("**Terms**") apply to all orders accepted and all sales made by Touch Dynamic Inc., including, without limitation the sale of the Products listed in a product quotation, order acceptance or invoice issued by **Touch Dynamic** to which these Terms are appended or which reference these Terms or any other orders of Touch Dynamic Products ("**Order**"), unless otherwise approved by Touch Dynamic in writing. "**Buyer**" means an entity ordering the Products from a Touch Dynamic authorized distributor or reseller. Buyer and Touch Dynamic shall be referred to collectively as the "**parties**" and each individually as a "**party**".

1. GENERAL:

(a) These Terms constitute the sole and entire agreement between Touch Dynamic and Buyer with respect to the sale of the Products and the subject matter hereof. Any term or condition in any Quotation, purchase order, confirmation or other document furnished by Buyer or Touch Dynamic which is in any way inconsistent with, or in addition to, the Terms is hereby expressly rejected, and shall be superseded by these Terms, unless signed by both parties. Buyer undertakes to purchase all Products listed in the Quotation by any deadline set forth therein and subject to monthly minimum Quotation quantities set forth therein, if any. The parties agree that the governing language of a purchase of Products shall be English, unless otherwise agreed to by Touch Dynamic. Touch Dynamic may condition the acceptance of a blanket Quotation or purchase order upon the commitment by Buyer to a delivery schedule.

(b) Definitions. "**Component**" means a touch screen, touch controller or touch driver that cannot be used stand-alone and must be embedded in a Product or similar product to function. "**Product(s)**" means computer hardware and any other products provided hereunder. "**Service(s)**" means any and all services provided by Touch Dynamic as set forth in one or more written services agreement or other

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written agreement agreed to by the parties, including a Touch Dynamic offering agreement accepted electronically by Buyer, or otherwise accessed by Buyer through the internet or other remote means (such as websites, portals and cloud-based solutions). In the event of a conflict between these Terms and such separate agreement for Services, the terms of such separate agreement shall prevail. **"Software"** means any software, library, utility, tool or other computer or program code provided by Touch Dynamic to Buyer, whether installed locally on the Product hardware or otherwise accessed by Buyer through the internet or other remote means (such as websites, portals and cloud-based solutions), including any related documentation. **"Materials"** means all content and other items included with or as part of the Products, Software or related deliverables, tangible or intangible, including reports, studies, base cases, drawings, findings, manuals procedures and recommendations prepared by Touch Dynamic or its suppliers, licensors or subcontractors in the course of performing any Services or otherwise, text, graphics, logos, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, music, sounds and software. **"Third Party Products"** means any non-Touch Dynamic-branded products, Software or services sold by Touch Dynamic to Buyer or made available to Buyer in conjunction with any Product.

2. LIMITED WARRANTY; SUITABILITY:

(a) Touch Dynamic warrants to Buyer that the Products (the **"Warranty"**) (a) shall be free of defects in materials and workmanship from the date of invoice for the period of time identified by Product on in this document or in the Materials included with such Products (each a **"Warranty Period"**), and (b) shall be free of liens and encumbrances when shipped to Buyer. Touch Dynamic's Warranty will not apply to any Product with respect to which there has been (i) improper installation or testing, (ii) failure to provide a suitable operating environment, external causes, such as accident, abuse, misuse, excessive exposure to liquids and heat, the use of improper power supplies (iii) use of the Product for purposes other than that for which it was designed, (iv) failure to monitor or operate the Product in accordance with applicable Touch Dynamic specifications and good industry practice, (v) combination or use of

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any Product with software drivers, touch controllers, and or sensors or components that are not recommended by the Touch Dynamic Engineering staff, (vi) unauthorized attachment or removal or alteration of any part of the Product, (vii) unusual mechanical, physical or electrical stress, (viii) modifications, services or repairs done by anyone other than Touch Dynamic or a Touch Dynamic authorized service center, or (ix) Damage due to improper packaging, handing or shipment of the product by the licensee and/or their agents (x) any cosmetic damage not effecting the operation of the product (xi) Touch Dynamic products that have exceeded the length of the original warranty that was purchased at time of sale (xii) Touch Dynamic products missing, defaced modified or altered Serial Number Label (xiii) any other abuse, misuse, neglect or accident. In no event shall Touch Dynamic have any liability or obligation with respect to expenses, liabilities or losses associated with the installation or removal of any Product or the installation or removal of any components for inspection, testing or redesign occasioned by any defect or by repair or replacement of a Product (including to an equivalent or upgraded product). THESE WARRANTIES DO NOT APPLY TO THIRD-PARTY PRODUCTS. ANY WARRANTY ON A THIRD-PARTY PRODUCT IS PROVIDED BY THE PUBLISHER, PROVIDER, OR ORIGINAL MANUFACTURER. ALL THIRD-PARTY PRODUCTS ARE PROVIDED "AS IS." WITH RESPECT TO THE USE OF THE SOFTWARE OR SERVICES (1) TOUCH DYNAMIC DISCLAIMS AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS OR EFFECTIVENESS OF ANY REPORTS, DATA, RESULTS OR OTHER INFORMATION OBTAINED OR GENERATED BY BUYER RELATED TO BUYER'S USE OF THE HARDWARE; AND (2) THE SOLE RECOURSE BUYER MAY HAVE HEREUNDER FOR VIOLATION OF ANY HARDWARE RELATED WARRANTY IS TECHNICAL SUPPORT UNDER THE MAINTENANCE SERVICES OFFERED WITH THE HARDWARE. NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT TOUCH DYNAMIC'S WARRANTY OR LIABILITY FOR LOSSES THAT ARE EXPRESSLY PROHIBITED UNDER APPLICABLE LAW FROM BEING RESTRICTED OR LIMITED AS CONTEMPLATED HEREUNDER. AS SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO BUYER IN ITS JURISDICTION WILL APPLY TO IT, AND TOUCH DYNAMIC'S LIABILITY WILL BE

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LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW TO BE WAIVED, LIMITED OR RESTRICTED BY BUYER AS CONTEMPLATED HEREUNDER.

(b) Buyer shall notify Touch Dynamic in writing promptly (and in no case later than thirty (30) days after discovery) of the failure of any Product or Service to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall provide to Touch Dynamic the opportunity to inspect such Products as installed, if possible. The notice must be received by Touch Dynamic during the Warranty Period for such Product. Unless otherwise directed in writing by Touch Dynamic, within thirty (30) days after receipt of such notice, Buyer will package the allegedly defective Product in its original shipping carton(s) or a functional equivalent with the “**RMA**” (Return Merchandise Authorization) number furnished to them by the Touch Dynamic Technical Support Team written clearly and legibly on the box, and shall ship it to Touch Dynamic at Buyer's expense and risk.

(c) Touch Dynamic shall use reasonable efforts to repair or replace any Touch Dynamic product covered by the warranty within fifteen (15) business days of receipt of returned damaged/defective device. In the event that the repair or replacement shall require more than (15) business days, Touch Dynamic shall notify the customer via written communication.

(d) Within a reasonable time or fifteen (15) business days after receipt of the allegedly defective Product and verification by Touch Dynamic that the Product fails to meet the Warranty, Touch Dynamic shall correct such failure by, at Touch Dynamic's option, either (i) modifying or repairing the Product or (ii) replacing the Product with a substantially similar product. Such modification, repair or replacement and the return shipment of the Product with minimum insurance to Buyer shall be at Touch Dynamic's expense. Touch Dynamic will request payment for costs and expenses incurred by it for Products found to be "not defective" or performing at the levels specified in Touch Dynamic's technical specifications. A \$105.00 Labor fee plus cost of parts applies to all repairs made outside of the warranty period and the buyer will be provided the charges in advance for approval. THESE REMEDIES

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SHALL BE BUYER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, TOUCH DYNAMIC (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS) GRANTS NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, (I) REGARDING THE PRODUCTS AND SERVICES OR THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, THEIR NONINFRINGEMENT, PERFORMANCE, INCLUDING THOSE RELATING TO THIRD-PARTY PRODUCTS OR SERVICES; (II) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR TOUCH DYNAMIC'S PERFORMANCE OF THE SERVICES; OR (III) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR SERVICES OR THE RESULTS OF ANY RECOMMENDATION BY TOUCH DYNAMIC OR OTHERWISE. NO EMPLOYEE OF TOUCH DYNAMIC OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY FOR THE GOODS OTHER THAN THE WARRANTY SET FORTH HEREIN. TOUCH DYNAMIC'S LIABILITY UNDER THE WARRANTY SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT. IN NO EVENT SHALL TOUCH DYNAMIC BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS BY BUYER OR FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, TOUCH DYNAMIC SHALL NOT BE OBLIGATED TO PERFORM ANY OF THE WARRANTY OBLIGATIONS SET FORTH HEREIN IN THE EVENT THAT BUYER IS IN DEFAULT OF ITS PAYMENT OBLIGATIONS UNDER ANY QUOTATION OR ORDER.

(e) Buyer assumes the risk and agrees to indemnify Touch Dynamic against and hold Touch Dynamic harmless from all liability relating to (i) assessing the suitability for Buyer's intended use of the Products and of any system design or drawing and (ii) determining the compliance of Buyer's use of the Products and Software with applicable laws, regulations, codes and standards. Buyer retains and accepts full responsibility for all warranty and other claims relating to, or arising from, Buyer's products, which include or incorporate Products or components manufactured or

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supplied by Touch Dynamic. Buyer will indemnify Touch Dynamic and hold Touch Dynamic harmless from any liability, claims, loss, cost or expenses (including reasonable attorneys' fees) attributable to Buyer's products or representations or warranties concerning same.

(f) Touch Dynamic defines dead/defective on arrival (DOA) equipment as any new Touch Dynamic product that was discovered to be defective within 60 days of shipment. The standard RMA procedure listed at the bottom of this warranty document shall apply to all equipment deemed DOA.

3. LIMITATION OF LIABILITY:

NOTWITHSTANDING ANY OTHER PROVISION HEREIN OR IN ANY OTHER COMMUNICATION, (A) TOUCH DYNAMIC'S LIABILITY AND OBLIGATIONS WITH RESPECT TO ANY CLAIM(S) RESULTING OR ARISING FROM OR RELATING TO THESE TERMS, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE TOTAL PURCHASE PRICE RECEIVED BY TOUCH DYNAMIC FOR THE PRODUCTS, AND/OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING TOUCH DYNAMIC'S RECEIPT OF NOTICE OF THE RELEVANT CLAIM OR, IN THE CASE OF OBLIGATIONS RELATING TO PARTICULAR PRODUCTS OR SERVICES RENDERED IN CONNECTION HEREWITH, THE PURCHASE PRICE OF SUCH PRODUCTS RECEIVED BY TOUCH DYNAMIC IN THE TWELVE (12) MONTHS PRECEDING TOUCH DYNAMIC'S RECEIPT OF NOTICE OF THE RELEVANT CLAIM, AND (B) TOUCH DYNAMIC SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR CLAIMS OF ANY THIRD PARTIES.

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4. ACCEPTANCE; RETURNS:

Buyer shall inspect Products promptly upon their receipt. Nonconformities visible upon receipt have to be noted on the delivery note and/or Waybill presented by the delivering carrier. Unless Buyer notifies Touch Dynamic in writing within fifteen business days after the receipt of Products that the Products are nonconforming, describing the nonconformity in commercially reasonable detail, Buyer shall be deemed to have accepted the Products. Buyer may not revoke its orders or acceptance of Products and shall be barred from any remedy not explicitly set forth herein. No Products delivered and accepted under these Terms are subject to returns except upon written approval of Touch Dynamic at its sole discretion and subject to these Terms.

5. PROPRIETARY INFORMATION AND RIGHTS:

As used herein, the term "Proprietary Information" includes any information of a confidential or proprietary nature obtained from Touch Dynamic and any information obtained from Touch Dynamic which is not readily available to others in the public domain. Touch Dynamic retains all rights, title and interest in the Products methods by which the Services are performed, the processes that make up the Services and any Materials, all other Proprietary Information and all documentation which contains Proprietary Information, including the intellectual property (including all copyrights, patents, trademarks, trade secrets and trade dress) embodied therein and the methods and the processes incorporated therein, shall belong solely and exclusively to Touch Dynamic or the applicable suppliers or licensors, and Buyer shall have no rights whatsoever in any of the above, except as expressly granted in these Terms. Buyer shall not disclose, duplicate or reproduce, modify, remove, delete, augment, add to, publish, transmit, adapt or reverse engineer, decompile or disassemble the Products or Materials or any portion thereof or any other Proprietary Information nor shall Buyer use any Proprietary Information other than in the course of exercising its rights or performing its obligations hereunder. Buyer shall take all reasonable steps to prevent the disclosure, duplication or reproduction of any Proprietary Information. Notwithstanding the foregoing, Buyer shall not be required to refrain from disclosing

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or using any Proprietary Information which has become known to Buyer if the original source of such Proprietary Information was not Touch Dynamic or any person or party affiliated with Touch Dynamic or having an obligation of confidentiality to Touch Dynamic. Trademark rights of Touch Dynamic are not transferred with the Products. Neither these Terms nor any purchase of Products hereunder shall be construed to confer upon Buyer or its customers any license under any patent or other proprietary rights of Touch Dynamic, except the right to use such Products for the purposes for which they are sold.

6. DEFAULT:

The following shall constitute events of default of the Buyer. If the Buyer: (a) defaults on any of its payment or other monetary obligations and such default continues for a period of ten (10) days after receipt of written notice of such default; or (b) fails to perform any other material obligations of Buyer hereunder and such failure continues for a period of fifteen (15) days after receipt of written notice of thereof; or (c) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall take any corporate action to authorize any of the foregoing, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due; or (d) has an involuntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 45 days, or an order for relief shall be entered against it, then Touch Dynamic may terminate these Terms (except for terms that by their nature survive termination) or cancel any purchase order. Termination of these

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Terms by Touch Dynamic shall not relieve Buyer of any liability for damages or otherwise which may have been incurred by any breach hereunder. Touch Dynamic's remedies hereunder shall be cumulative, and in addition to any other remedies available to Touch Dynamic at law, in equity or otherwise.

7. VENUE:

This warranty is valid to North American customers who have purchased product from a Touch Dynamic Distributor or an Authorized Touch Dynamic Reseller in the U.S.A., Canada or Mexico.

8. ENTIRE AGREEMENT; MODIFICATION:

These Terms supersede all prior written and oral agreements and understandings between Touch Dynamic and Buyer with respect to the Products and services specified herein. No representation or statement not contained herein shall be binding upon Touch Dynamic, including any purchase order. No addition to or waiver, modification or cancellation of any provision hereof shall be binding upon Touch Dynamic unless in writing and signed by a duly authorized representative of Touch Dynamic.

9. INVALIDITY; SEVERABILITY:

Should any provision of these Terms be or become invalid, such provision will be replaced by a valid provision to the maximum extent permitted by law satisfies the same legal, economic and originally intended purpose and other terms shall remain.

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10. WARRANTY PERIODS:

The following warranty information is provided on Touch Dynamic products. The warranty period begins on the date when the Touch Dynamic product is first shipped to the buyer.

3 Year Warranty	Breeze All In One, Pulse All In One, Pulse Ultra, Breeze <i>Performance</i> All In One, Breeze 185 All In One, Breeze Ultra, Acrobat All In One, Atlas All In One, Edge Kiosk, QK10 All In One, Saturn All In One, Suge 22" All In One, Orion Ultra PC, Saturn DV PC, Pulse Ultra & Breeze Touch Monitors, all Non-Epson Printers
2 Year Warranty	All Cash Drawers, Epson Printers
1 Year Warranty	Quest Tablet III & VIII, Quest Premium Dock
90 Day Warranty	Parts/Parts Purchased

11. To request or submit an RMA:

Please select one of the following options when requesting an RMA from Touch Dynamic:

Option 1: Visit <https://www.touchdynamic.com/support/rma-request/> and fill in all necessary information. You will be contacted by our technical support team with an RMA (Return Merchandise Authorization) # or for information they may still need.

Option 2: Contact technical support at 888-508-6824. Please have the serial # of the unit (s) ready and available

***Technical support will send an email with the RMA #, and instructions on how to send your unit in.**

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Distribution / Service locations:

Touch Dynamic Inc.
121 Corporate Blvd.
South Plainfield NJ, 07080

Touch Dynamic Inc.
6630 Roxburgh Drive, Suite 140
Houston, TX 77041

Touch Dynamic Inc.
25599 SW 95th Ave, Suite H
Wilsonville, OR 97070

Touch Dynamic Inc.
5525 N Nob Hill Rd
Sunrise, Florida 33351

RMA Submission Request:

Website; <http://www.touchdynamic.com/support/rma-request/>

Email; support@touchdynamic.com

Call support 888-508-6824