

POS-X Warranties - Terms and Conditions

All POS-X warranty service options are limited to repair or replacement of the registered product at the sole discretion of POS-X and are valid only within the United States and Canada.

2-Day Rapid Replacement

Standard with all products purchased on or after July 1, 2009. 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:

Advanced replacement sent using a 2-day Shipping method⁽¹⁾. A Refurbished or New Product⁽²⁾ will be sent prior to receipt of the faulty unit. Processing times can be up to one business day after determining the product is faulty. The customer has up to ten-days (10)⁽³⁾ to return the faulty unit to POS-X after receipt of the replacement. A credit card must first be authorized for up to the full retail value of the product; if the unit is returned within the proper time allowances, no charges will be finalized to the authorized credit card. Replacement sent, using a 2-day Shipping method⁽¹⁾ within one business day of receipt by POS-X of the faulty unit.

2-Day Rapid Replacement is not available for customers with 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 physically altered or damaged the look of the product

*Standard Depot Repair will be substituted if one of these circumstances occurs

Overnight Rapid Replacement

Available only via special 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:

Advanced replacement sent, using an Overnight Standard Shipping method⁽¹⁾. A Refurbished or New Product⁽²⁾ will be sent prior to receipt of the faulty unit. Processing times can be up to one business day after determining the product is faulty. The customer has up to ten-days (10)⁽³⁾ to return the faulty unit to POS-X after receipt of the replacement. A call tag will be provided by POS-X to pay for the return shipping. A credit card must first be authorized for up to the full retail value of the product; if the unit is returned within the proper time allowances, no charges will be finalized to the authorized credit card.

Replacement sent, using an Overnight Shipping method⁽¹⁾ within one business day of receipt by POS-X of the faulty unit. A call tag for ground shipping will be provided to pay for shipping to POS-X (expedited shipping is only available at customer expense).

Advanced Replacement (option #1 above) is not available for customers with 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 physically altered or damaged the look of the product

*If one of these circumstances occurs, repair time may take up to an additional two business days

Depot Repair

Standard for all products purchased prior to July 1, 2009 or if 2-Day or Overnight Rapid Replacement is not available. Customer shall ship the faulty product to POS-X or one of its authorized repair depots. POS-X will then ship the repaired/replaced Product⁽²⁾ back to the End User via ground standard⁽¹⁾ (expedited return shipment is available at Customer's expense) within three business days.

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 man-made 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.

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 to be faulty, POS-X will invoice accordingly (including, but not limited to charging a shipping and/or service fees). Any outstanding invoices will result in the ineligibility for future repair or replacement until outstanding invoices are paid. Warranties become effective on the date of purchase of the product from POS-X or its 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⁾ 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 (except for those purchasing the Overnight Rapid Replacement plan).

⁽²⁾ 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.

⁽³⁾ 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.