

CRS Limited Warranty

What CRS's Limited Warranty Covers: Cash Register Sales, Incorporated ("CRS") warrants to a direct purchaser of Products from CRS or resellers purchasing from authorized Distributors of CRS (a "Reseller", and each of the foregoing a "Buyer"), that the Products identified on the CRS [Product's Limited Warranty Period and Repair Centers information sheet](#), excluding drivers, software and programming product and Products subject to the manufacturer's warranty, shall be free from defects in material and workmanship for the period of time applicable to the particular Product under CRS's standard warranty program in effect on the date of delivery of the Product (the "Limited Warranty"), as more fully set forth on CRS's [Product's Limited Warranty Period and Repair Centers](#) (current as of the date of delivery of the Product and available from CRS on request or on CRS's website www.crs-usa.com), from the date of delivery to a Buyer, or date of purchase by a Reseller, in normal use and service. Buyer or Reseller must provide proof of the date of the original purchase for warranty service. Extended **Service ShieldSM** warranty options and service plans may be purchased for an additional fee from CRS or its authorized Distributors. Copies of manufacturer's warranties are available from CRS or Resellers on request.

CRS's Limited Warranty Remedies: In the event of a claim under the foregoing CRS Limited Warranty, Buyer's or Reseller's sole and exclusive remedy shall be the repair or replacement (at CRS's option) of any Products, or parts therefore, sold hereunder by CRS. All warranty claims based on CRS's warranties shall be made directly to the original seller of the Product, either CRS or an authorized Distributor of CRS (each a "Seller") by Buyer or a Reseller. All claims regarding Products subject to CRS's Limited Warranty must be made pursuant to CRS's [Return Material Authorization \("RMA"\) Policy](#). All claims regarding Products subject to manufacturer's warranties shall be made directly to the respective manufacturer. Any replacement of the subject Products by CRS shall be with Products that are, in CRS's judgment, substantially equivalent in all material respects with the Products that are replaced. Replacement Products or parts will assume the remaining warranty period of the original product purchased and covered by this Limited Warranty, if any. Any Product replaced hereunder becomes CRS property. In the event CRS determines that the Products cannot be repaired or replaced, CRS may, in its sole discretion, in lieu of such repair or replacement, refund to Buyer the purchase price paid for the Product(s). In no event shall CRS be liable for indirect, special, incidental, or consequential damages arising out of or relating to the sale or use of any Products sold hereunder or any other cause whatsoever, whether under breach of warranty, breach of contract, negligence, tort, or any other legal theory. Distributor shall provide to any Reseller purchasing goods from Distributor a copy of this Limited Warranty and obtain an acknowledgement of receipt of these terms and conditions from such Reseller. Reseller shall provide customers with copies of warranties applicable to Products sold by Reseller. Claims under any warranty provided by Reseller inconsistent with the Limited Warranty or a manufacturer's warranty shall be the sole responsibility of Reseller.

What CRS's Limited Warranty Does Not Cover: This Limited Warranty does not extend to Products subject to misuse, neglect, accident, or improper installation or maintenance, improper power source, fire, water damage, static discharge, or which have been altered or repaired by anyone other than CRS or its authorized agents and representatives. This Limited Warranty does not apply to refurbished or reconditioned Products. CRS is not responsible for warranty service of Products with serial numbers defaced, modified or removed. Buyer or Reseller may be charged for the costs incurred by CRS or its authorized Distributor if the problem for which the warranty claim is made cannot be identified or reproduced. Any drivers, software or programming products, whether embedded in goods or provided as separate programs, are sold or licensed without warranty and are provided "AS IS, WITH ALL FAULTS". CRS will convey to Buyer or a Reseller any transferable manufacturer's warranties relating to the specific Product purchased. Any applicable Limited Warranty is not transferable to any third party. CRS reserves the right to modify warranties from time to time, with or without notice.

Disclaimer of Limited Warranty

CRS MAKES NO EXPRESS OR IMPLIED WARRANTY TO BUYER, RESELLER OR ANY THIRD PARTY THAT THE PRODUCTS SOLD HEREUNDER ARE COMPATIBLE WITH ANY SPECIFIC DRIVERS, SOFTWARE, HARDWARE OR PROGRAMMING PRODUCTS, WHETHER EMBEDDED OR OTHERWISE. THE WARRANTY CONTAINED HEREIN IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY, AND CRS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO PATENT OR COPYRIGHT INFRINGEMENT OR THE LIKE, OR ANY OTHER OBLIGATION ON THE PART OF CRS. CRS SPECIFICALLY DOES NOT WARRANT THAT THE OPERATION OF ANY DRIVERS, SOFTWARE, OR PROGRAMMING PRODUCTS LICENSED HEREUNDER, WHETHER EMBEDDED IN PRODUCTS OR AS SEPARATE PROGRAMS, SHALL BE UNINTERRUPTED OR ERROR FREE OR THAT FUNCTIONS CONTAINED IN SUCH DRIVERS, SOFTWARE, OR PROGRAMMING PRODUCTS SHALL OPERATE IN COMBINATION(S) WHICH MAY BE SELECTED FOR USE BY BUYER, RESELLER OR ITS CUSTOMERS OR OTHERWISE MEET BUYER'S, RESELLER'S OR ITS CUSTOMER'S REQUIREMENTS. ANY MODELS, DRAWINGS, PLANS, AFFIRMATIONS OF FACT, PROMISES, OR OTHER COMMUNICATIONS BY ANY PARTY WITH REFERENCE TO THE PERFORMANCE OF THE PRODUCTS SOLD HEREUNDER SHALL NOT IN ANY WAY MODIFY THE WARRANTY DISCLAIMERS OR EXPRESS OR IMPLIED WARRANTIES AS SET FORTH HEREIN. BUYER OR RESELLER ACKNOWLEDGES THAT IT IS PURCHASING THE PRODUCTS SOLELY ON THE BASIS OF THE COMMITMENTS OF CRS AS EXPRESSLY SET FORTH HEREIN AS TO WARRANTIES AND HAS NOT RELIED ON ANY SAMPLES, PRINTED MATERIALS OR STATEMENTS OR UNDERSTANDINGS, WHETHER ORAL OR WRITTEN, IN MAKING ITS PURCHASE DECISION. NONE OF BUYER, RESELLER, AGENTS OR OTHER PARTIES ARE AUTHORIZED TO MAKE ANY WARRANTIES ON BEHALF OF CRS OR TO ASSUME FOR CRS ANY OTHER LIABILITY IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCTS HEREUNDER.