



## National Retail Solutions, Inc. POS Extended Replacement Warranty • Terms and Conditions - Effective 1.6.26

1. **General.** Customers of National Retail Solutions, Inc. (“NRS”) can purchase the NRS POS Extended Replacement Warranty (the “Warranty”). The Warranty is subject to these terms and conditions.
2. **Warranty Period.** The Warranty can be purchased by customers up to six months after the initial purchase of an NRS POS terminal or NRS POS Bundle. The Warranty coverage period does not begin until the POS manufacturer’s standard warranty has expired. Customers can purchase a one, two or three year Warranty period option.
3. **Eligible Covered Hardware.** The following NRS POS hardware is covered by the Warranty:
  - POS Terminal (Puma or Cheetah units only);
  - Standard POS Accessories: Thermal Receipt Printer; Barcode Scanner; Cash Drawer; IP Kitchen Printer; and
  - Any other POS hardware that is listed at [nrsplus.com/warranty](https://nrsplus.com/warranty)The Warranty only covers eligible hardware items that are purchased at the time of the initial POS or POS Bundle purchase or within six months of that initial purchase. No other NRS hardware is covered by the Warranty, including without limitation the backup battery unit.
4. **Covered Incidents.** The Warranty only covers the following incidents:
  - Theft (police report required);
  - Defects in materials and workmanship; and
  - Damage or malfunction caused solely by normal wear and tear.Any potentially covered incident must occur and be reported to NRS during the Warranty coverage period.
5. **Exclusions (Non-Covered Incidents).** All other incidents, damages, defects, deterioration and all costs associated therewith regarding the covered hardware that are not specifically listed in Section 4 (Covered Incidents) above are excluded from the Warranty, including without limitation:
  - Damages or defects caused by the customer or by third parties (including scratches, breakage, water or other damage); and
  - Installation costs for replacement items.
6. **Deductible.** The deductible for the POS terminal is 10% of the retail cost for a replacement. The deductible for Standard POS Accessories is 25% of the applicable retail cost for replacement. The applicable deductible must be paid in advance to make a claim and receive a replacement unit or component under this Warranty. The retail cost for a replacement item may vary over time.
7. **Replacement Policy.** The following replacement policies govern the replacement of covered hardware under the Warranty:
  - Refurbished POS Units Only - only refurbished POS units are offered as a POS replacement (replacement POS units will not be new);
  - Other Covered Hardware Replacement – for other covered hardware, new units will be provided
  - Maximum Redemption – only one replacement per covered piece of hardware per 12-month period;
  - Deductible - must be paid on each replacement item;
  - Shipping - replacement systems and components will be shipped in accordance with NRS standard shipping terms.
  - Replacement Only – the only remedy available to a customer under this Warranty is a replacement of the affected covered hardware. No cash back, account credit or other consideration is permitted; and
  - Eligibility Determination - NRS reserves the right to determine if the covered hardware is eligible for replacement.
8. **Warranty Service Fee.** A customer must pay and continue to pay the required Warranty service fee when due to make a claim under the Warranty. If a customer fails to pay the service fee in a timely manner, then the Warranty will be void. A customer may cure any payment default prior to making a claim under the Warranty. A customer must be in good standing with NRS and their NRS services to make a claim under this Warranty.
9. **No Other Warranties.** The Warranty and its remedies are the exclusive remedies for a customer regarding the covered hardware, and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied (other than the POS manufacturer’s standard warranty). NRS disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law.
10. **Limited Liability.** To the maximum extent permitted by law, NRS is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to: loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of or damage to or corruption of data; or any indirect or consequential loss of damage howsoever caused including any costs of recovering, programming or reproducing any data stored in or used with the POS or any failure to maintain the confidentiality of information stored in the POS. The foregoing limitation shall not apply to death or personal injury claims or any statutory liability for intentional and gross negligent acts or omissions. NRS disclaims any representation that it will be able to repair a POS under this Warranty or replace any covered equipment without the risk to or loss of information stored on the POS. Because some jurisdictions do not permit these exclusions or limitations, this section may be inapplicable to you and NRS’s liability in such jurisdictions shall be limited to the extent permitted by law. **New Jersey consumers and prospective consumers: this section is unenforceable or inapplicable to you.**
11. **Governing Law.** No NRS reseller, representative, agent, or employee is authorized to make any modification, extension, or addition to the Warranty. If any term of this Warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. The Warranty is governed by and construed under the laws of the country in which the POS purchase took place. This Warranty is governed by and will be construed under the laws of the State of New Jersey without regard to its choice of law rules regardless of where the hardware was purchased.
12. **Disputes.** Any disputes regarding the Warranty shall be resolved by arbitration, including any dispute as to the interpretation or application of this Section. The arbitration will be conducted in the State of New Jersey by the American Arbitration Association under its rules. All fees and expenses of the arbitration shall be divided equally. The decision of the arbitrator shall be final and may be entered and enforced in any court of competent jurisdiction. The proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.
13. **Force Majeure.** NRS will not be in breach of this Warranty or responsible for any failure in performance, loss or damage that it is due to any event beyond its reasonable control, including without limitation, fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers and acts of regulatory or governmental agencies.
14. **General.** NRS reserves the right to change or terminate this Warranty at any time with prior notice. If there is an inconsistency between the terms of this Warranty and any advertising material regarding the Warranty, then the terms of this Warranty shall control. All decisions of NRS regarding the Warranty and these terms are final and binding on all customers. Any waiver of any condition or term of this Warranty must be in a writing signed by the party making the waiver.