



WARRANTY STATEMENT RETURN POLICY END USER AGREEMENT



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TRITON WARRANTY STATEMENT

The Manufacturer warrants that the Merchandise delivered to a distributor will perform in accordance with the Manufacturer's published specifications as detailed below from date of shipment from Long Beach, MS.

The Manufacturer's warranty shall not apply to any damage resulting from abuse, negligence, accident, or to any loss or damage to the Merchandise while in transit.

Written notice and explanation of circumstances surrounding any claims that the Merchandise has proved defective in material or workmanship shall be given promptly from the Distributor to the manufacturer. No claim may be made, or action brought, by or through a Distributor after the expiration of the warranty period following any alleged breach of warranty. DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFECT IS EXPRESSLY LIMITED TO THE REPLACEMENT OR CORRECTION OF SUCH DEFECTIVE PARTS BY THE MANUFACTURER AT ITS ELECTION AND SOLE EXPENSE, EXCEPT THAT THERE SHALL BE NO OBLIGATION TO REPLACE OR REPAIR ITEMS WHICH BY THEIR NATURE ARE EXPENDABLE. If Manufacturer is unable to replace or repair the defective parts, Manufacturer shall refund to the Distributor that portion of the purchase price allocable to such goods.

No representation or other affirmation of fact not set forth herein, including but not limited to statements regarding capacity, suitability for use, or performance of the goods, shall be or be deemed to be a warranty or representation by the Manufacturer for any purpose, nor give rise to any liability or obligation of the Manufacturer whatsoever.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS DOCUMENT, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR LOSS OF PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS CONTRACT OR OBLIGATIONS UNDER THIS CONTRACT.

INTERPRETATION AND OTHER PAROL EVIDENCE

This writing is intended by the parties as final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in these terms and conditions. Acceptance or acquiescence in a course of performance rendered under these terms and conditions shall not be relevant to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code, as adopted in Mississippi, is used in these terms and conditions, the definition contained in the Code is to control.

MODIFICATIONS

These terms and conditions can be modified or rescinded only in writing, signed by either parties or their duly authorized agents.

WAIVER INEFFECTIVE

No claim or right arising out of or relating to a breach of these terms and conditions can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Waiver by either the Manufacturer or Distributor

of a breach by the other of any provision of these terms and conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

STATUTE OF LIMITATIONS

Any action by the Distributor or Manufacturer for breach of these terms and conditions must be commenced within one (1) year after the cause of action has accrued.

APPLICABLE LAW

These terms and conditions shall be governed by and construed in accordance with the provisions of the Uniform Commercial Code as adopted by the State of Mississippi.

BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Distributor, or in the event of the appointment, with or without the Distributor's consent, of an assignee for the benefit of creditors or of a receiver or of a liquidator, then the Manufacturer shall be entitled to cancel any unfilled part of these terms and conditions without any liability whatsoever.

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The information in this publication has been carefully checked and is believed to be accurate. However, Triton Systems of Delaware, LLC assumes no responsibility for any inaccuracies, errors, or omissions that may be contained in this document. In no event will Triton Systems of Delaware, LLC be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect or omission in this manual, even if advised of the possibility of such damages.

In the interest of continued product development, Triton Systems of Delaware, LLC reserves the right to make improvements in its documentation and the Merchandise it describes at any time, without notice or obligation.

PARTS ONLY LIMITED MANUFACTURER'S WARRANTY

ATMs

Triton Systems of Delaware, LLC warrants the components of each model, excluding software and related documentation, against any defect in materials and/or workmanship for a period of thirteen (13) months from the shipping date. If a component fails due to defects in materials and/or workmanship within the warranty period, Triton will furnish an equivalent component, at its discretion. Triton will ship the replacement via economy shipping/freight. If requested, the Purchaser is responsible for expedited shipping/freight charges. Triton shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to Triton at the Purchaser's expense. Triton shall not be responsible for misuse or abuse of a unit, and any attempts to remove or deface the serial number or date code on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by Triton shall void this warranty.

Smart Safes

Triton Systems of Delaware, LLC warrants the components of each model, excluding software and related documentation, against any defect in materials and/or workmanship for a period of thirteen (13) months from the shipping date. If a component fails due to defects in materials and/or workmanship within the warranty period, Triton will furnish an equivalent component, at its discretion. Triton will ship the replacement via economy shipping/freight. If requested, the Purchaser is responsible for expedited shipping/freight charges. Triton shall not be responsible for labor or other costs associated with installing the component, and the failed component

shall be returned to Triton at the Purchaser's expense. Triton shall not be responsible for misuse or abuse of a unit, and any attempts to remove or deface the serial number or date code on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by Triton shall void this warranty.

Note Dispensing Units

Triton Systems of Delaware, LLC warrants the components of each model, excluding software and related documentation, against any defect in materials and/or workmanship for a period of thirteen (13) months from the shipping date. If a component fails due to defects in materials and/or workmanship within the warranty period, Triton will furnish an equivalent component, at its discretion. Triton will ship the replacement via economy shipping/freight. If requested, the Purchaser is responsible for expedited shipping/freight charges. Triton shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to Triton at the Purchaser's expense. Triton shall not be responsible for misuse or abuse of a unit, and any attempts to remove or deface the serial number or date code on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by Triton shall void this warranty.

Limited Warranty covers normal use. Triton does not warrant or cover damage:

- occurring during shipment of the Merchandise or components from or to Triton facility;
- caused by accident, impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
- caused by a disaster such as fire, flood, wind, earthquake, lightning, or other acts of God;
- caused by failure to provide a suitable installation environment for the Merchandise, including but not limited to, faulty wiring in the building in which the Merchandise is installed, installation in a facility with uncontrolled environmental conditions, failure to provide a dedicated electrical circuit on which the Merchandise operates, and/or lack of proper earth grounding for the Merchandise;
- caused by the use of the Merchandise for purposes other than those for which it was designed;
- resulting from improper maintenance; and
- caused by any other abuse, misuse, mishandling, or misapplication.

Under no circumstances shall the Manufacturer or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the Merchandise, or any associated Merchandise, cost of capital, cost of substitute or replacement Merchandise, facilities or services, downtime, Purchaser's time, the claims of third parties, including customers, and injury to property.

DISCLAIMER OF WARRANTIES

The warranty stated above is the only warranty applicable to this product. All other warranties, expressed or implied (including all implied warranties of merchantability or fitness for a particular purpose or quality of service), are hereby disclaimed. No oral or written information or advice given by the Manufacturer, its agents, or employees shall create a warranty or in any way increase the scope of this warranty.

OTHER CLAIMS: SHIPPING DAMAGE

The organization or individual purchasing the Merchandise assumes responsibility for the Merchandise once it leaves the Manufacturer's facilities. Merchandise is shipped FOB, Manufacturer's facilities.

Under no circumstances does the Manufacture authorize the Purchaser to repair Merchandise sustaining structural damage in the field. Therefore, the Manufacturer does not offer replacement of primary structural parts, such as a cabinet head or main cabinet body, damaged in transit. If the Merchandise receives structural damage during transit and the Merchandise is deemed inoperable upon receipt, the Manufacturer will ship replacement Merchandise as soon as possible.

After inspection and unboxing of the replacement Merchandise, the Purchaser should reuse the packaging materials from the replacement Merchandise to package the return. The Manufacturer requests pictures of the packaged return prior to pick-up to ensure adequate protection and to support a potential shipping damage claim occurring during return transit, if applicable. The Purchaser is billed for the replacement Merchandise when shipped. The Manufacturer will repair the damaged Merchandise upon receipt and credit the Purchaser's account for the full purchase price of the damaged Merchandise, minus the cost of returning the Merchandise to a "like new" condition, at its discretion.

Should the Merchandise incur damage in the process of shipment or delivery to the place of destination, the Manufacturer recommends the following course of action.

- Inspect each carton and pallet (if applicable) for damage immediately upon receipt. If detected, notify the driver before he or she departs and take pictures of the damage to the carton and/or pallet (i.e. punctures, creases, snapped banding, cracked boards, etc.).
- Open the carton and inspect the Merchandise with the driver present. If the Merchandise is deemed inoperable, refuse the shipment. Otherwise, take pictures of the damaged area(s). The driver may call the shipping company to initiate a claim.
- If no obvious damage is detected to the Merchandise, still denote "Potential Shipping Damage" and/or mark the appropriate box on the delivery receipt in the event the damage may be concealed. Concealed damage must be reported within 7 days of receipt and cannot move from the original ship to location to initiate a claim with the carrier.
- Notify CSS at 1.866.787.4866 to report the concern, establish disposition, and email pictures. Maintain the original packaging for inspection by the shipping company.
- Leave the damaged Merchandise as received until inspected by the carrier.

When a Purchaser specifies a preferred carrier, the Manufacturer strongly recommends reviewing the carrier's policies and procedures regarding filing shipping damage claims prior to the selection.

TRITON RETURN POLICY

The Purchaser must adhere to the following guidelines when returning components under warranty.

- All returns require a Return Merchandise Authorization (RMA) obtained through Tech Support or CSS. Merchandise received in without an RMA are subject to return without processing of the warranty claim.
- Components must be returned in proper packaging. Damage resulting from improper packaging is subject to additional fees or return without processing of the warranty claim.
- Merchandise altered or modified outside the specifications set forth by the Manufacturer or Triton may not be accepted as a warranty return. Incomplete components (parts missing) may not be accepted as valid warranty returns. Triton reserves the final right in determining acceptance of a warranty claim.
- Merchandise received in that is not originally obtained through Triton or installed in the unit that the Purchaser initiated the warranty claim on will be returned without processing.
- Merchandise returned under warranty must be equivalent to the advanced replacement components. If not, the warranty claim may be denied or the Purchaser invoiced the difference in value. The Purchaser is notified of the option(s) prior to final disposition.

In addition to warranty returns, Triton offers a limited return program for unused Merchandise. Acceptance is determined on the condition, age, and reason for returning the Merchandise. Triton charges a restocking fee to cover the handling, testing, and verification of the returned Merchandise, at its discretion.

- A 10% restocking fee is charged if the Merchandise is returned in the original manufacturer's packaging unopened.
- A 25% restocking fee is charged if the opened Merchandise is returned intact.

Triton may refuse to accept if Merchandise is returned in inadequate packaging, subjected to abnormal environmental conditions, altered, modified, or used. Triton reserves the final right in determining acceptance of

returned Merchandise. The Purchaser will be notified with the reason(s) for refusal.

General return policies:

- An RMA opened for returning unused Merchandise is automatically canceled if not received within 90 days.
- Purchasers using a credit card for payment option must settle the payment within 90 days after the returned Merchandise is repaired. The Merchandise becomes the property of Triton thereafter.

ATMGURUS WARRANTY STATEMENT

The Manufacturer warrants that the Merchandise delivered to a Purchaser will perform in accordance with the Manufacturer's published specifications as detailed below from date of shipment from Long Beach, MS.

The Manufacturer's warranty shall not apply to any damage resulting from abuse, negligence, accident, or to any loss or damage to the Merchandise while in transit.

Written notice and explanation of circumstances surrounding any claims that the Merchandise have proved defective in material or workmanship shall be given promptly from the Purchaser to the Manufacturer. No claim may be made, or action brought, by or through a Purchaser after the expiration of the warranty period following any alleged breach of warranty. PURCHASER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFECT IS EXPRESSLY LIMITED TO THE REPLACEMENT OR CORRECTION OF SUCH DEFECTIVE PARTS BY THE MANUFACTURER AT ITS ELECTION AND SOLE EXPENSE, EXCEPT THAT THERE SHALL BE NO OBLIGATION TO REPLACE OR REPAIR ITEMS WHICH BY THEIR NATURE ARE EXPENDABLE. If Manufacturer is unable to replace or repair the defective parts, Manufacturer shall refund to the Purchaser that portion of the purchase price allocable to such goods.

No representation or other affirmation of fact not set forth herein, including but not limited to statements regarding capacity, suitability for use, or performance of the goods, shall be or be deemed to be a warranty or representation by the Manufacturer for any purpose, nor give rise to any liability or obligation of the Manufacturer whatsoever.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS DOCUMENT, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR LOSS OF PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS CONTRACT OR OBLIGATIONS UNDER THIS CONTRACT.

INTERPRETATION AND OTHER PAROL EVIDENCE

This writing is intended by the parties as final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in these terms and conditions. Acceptance or acquiescence in a course of performance rendered under these terms and conditions shall not be relevant to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code, as adopted in Mississippi, is used in these terms and conditions, the definition contained in the Code is to control.

MODIFICATIONS

These terms and conditions can be modified or rescinded only in writing, signed by each party or their duly authorized agents.

WAIVER INEFFECTIVE

No claim or right arising out of or relating to a breach of these terms and conditions can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Waiver by either the Manufacturer or Purchaser

of a breach by the other of any provision of these terms and conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

STATUTE OF LIMITATIONS

Any action by the Purchaser or Manufacturer for breach of these terms and conditions must be commenced within one (1) year after the cause of action has accrued.

APPLICABLE LAW

These terms and conditions shall be governed by and construed in accordance with the provisions of the Uniform Commercial Code as adopted by the State of Mississippi.

BANKRUPTCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Purchaser, or in the event of the appointment, with or without the Purchaser's consent, of an assignee for the benefit of creditors or of a receiver or of a liquidator, then the Manufacturer shall be entitled to cancel any unfilled part of these terms and conditions without any liability whatsoever.

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The information in this publication has been carefully checked and is believed to be accurate. However, ATMGurus assumes no responsibility for any inaccuracies, errors, or omissions that may be contained in this document. In no event will ATMGurus be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect or omission in this manual, even if advised of the possibility of such damages.

In the interest of continued product development, ATMGurus reserves the right to make improvements in its documentation and the Merchandise it describes at any time, without notice or obligation.

PARTS ONLY LIMITED MANUFACTURER'S WARRANTY

ATMs

ATMGurus warrants the components of each refurbished model by item number prefix listed below, excluding software and related documentation, against any defect in materials and/or workmanship for a period of:

Item Number	Warranty Period
13000-xxxxx	(12) months from the shipping date;
23000-xxxxx	(6) months from the shipping date; or
33000-xxxxx	(3) months from the shipping date.

If a component fails due to defects in materials and/or workmanship within the warranty period, ATMGurus will furnish an equivalent component, at its discretion. ATMGurus will ship the replacement via economy shipping/freight. If requested, the Purchaser is responsible for expedited shipping/freight charges. ATMGurus shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to ATMGurus at the Purchaser's expense. ATMGurus shall not be responsible for misuse or abuse of a unit, and any attempts to remove or deface the serial number or date code on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by ATMGurus shall void this warranty.

Smart Safes

ATMGurus warrants the components of each refurbished model, excluding software and related documentation,

against any defect in materials and/or workmanship for a period of six (6) months from date of shipment. If a component fails due to defects in materials and/or workmanship within the warranty period, ATMGurus will furnish an equivalent component, at its discretion. ATMGurus will ship the replacement via economy shipping/freight. If requested, the Purchaser is responsible for expedited shipping/freight charges. ATMGurus shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to ATMGurus at the Purchaser's expense. ATMGurus shall not be responsible for misuse or abuse of a unit, and any attempts to remove or deface the serial number or date code on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by ATMGurus shall void this warranty.

Parts

ATMGurus warrants new and refurbished parts against any defect in materials and/or workmanship for a period of (180) days and for a period of (30) days from date of shipment for clearance parts. If a component fails due to defects in materials and/or workmanship within the warranty period, ATMGurus will furnish an equivalent component, at its discretion. ATMGurus will ship the replacement via economy shipping/freight. If requested, the Purchaser is responsible for expedited shipping/freight charges. ATMGurus shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to ATMGurus at the Purchaser's expense. ATMGurus shall not be responsible for misuse or abuse of a component, and any attempts to remove or deface the serial number or date code on a component, or any attempt to repair or replace any component by anyone other than a service technician authorized by ATMGurus shall void this warranty.

Repair Service

ATMGurus warrants serviced components against any defect in materials and/or workmanship for a period of (180) days from date of shipment. If a component fails due to defects in materials and/or workmanship within the warranty period, ATMGurus will furnish an equivalent component, at its discretion. ATMGurus will ship the replacement via economy shipping/freight. If requested, the Purchaser is responsible for expedited shipping/freight charges. ATMGurus shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to ATMGurus at the Purchaser's expense. ATMGurus shall not be responsible for misuse or abuse of a component, and any attempts to remove or deface the serial number or date code on a component or any attempt to repair or replace any component by anyone other than a service technician authorized by ATMGurus shall void this warranty.

Limited Warranty covers normal use. ATMGurus does not warrant or cover damage:

- occurring during shipment of the merchandise or components from or to ATMGurus facility;
- caused by accident, impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
- caused by a disaster such as fire, flood, wind, earthquake, lightning, or other acts of God;
- caused by failure to provide a suitable installation environment for the merchandise, including but not limited to, faulty wiring in the building in which the merchandise is installed, installation in a facility with uncontrolled environmental conditions, failure to provide a dedicated electrical circuit on which the merchandise operates, and/or lack of proper earth grounding for the merchandise;
- caused by the use of the merchandise for purposes other than those for which it was designed;
- resulting from improper maintenance; and
- caused by any other abuse, misuse, mishandling, or misapplication.

Under no circumstances shall the Manufacturer or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the merchandise, or any associated merchandise, cost of capital, cost of substitute or replacement merchandise, facilities or services, downtime, Purchaser's time, the claims of third parties, including customers, and injury to property.

DISCLAIMER OF WARRANTIES

The warranty stated above is the only warranty applicable to this product. All other warranties, expressed or implied (including all implied warranties of merchantability or fitness for a particular purpose or quality of service), are hereby disclaimed. No oral or written information or advice given by the Manufacturer, its agents, or employees shall create a warranty or in any way increase the scope of this warranty.

OTHER CLAIMS: SHIPPING DAMAGE

The organization or individual purchasing the merchandise assumes responsibility for the merchandise once it leaves the Manufacturer's facilities. Merchandise is shipped FOB, Manufacturer's facilities.

Under no circumstances does the Manufacturer authorize the Purchaser to repair merchandise sustaining structural damage in the field. Therefore, the Manufacturer does not offer replacement of primary structural parts, such as a cabinet head or main cabinet body, damaged in transit. If the merchandise receives structural damage during transit and the merchandise is deemed inoperable upon receipt, the Manufacturer will ship replacement merchandise as soon as possible.

After inspection and unboxing of the replacement merchandise, the Purchaser should reuse the packaging materials from the replacement merchandise to package the return. The Manufacturer requests pictures of the packaged return prior to pick-up to ensure adequate protection and to support a potential shipping damage claim occurring during return transit, if applicable. The Purchaser is billed for the replacement merchandise when shipped. The Manufacturer will repair the damaged merchandise upon receipt and credit the Purchaser's account for the full purchase price of the damaged merchandise, minus the cost of returning the merchandise to a "like new" condition, at its discretion.

Should the merchandise incur damage in the process of shipment or delivery to the place of destination, the Manufacturer recommends the following course of action.

- Inspect each carton and pallet (if applicable) for damage immediately upon receipt. If detected, notify the driver before he or she departs and take pictures of the damage to the carton and/or pallet (i.e. punctures, creases, snapped banding, cracked boards, etc.).
- Open the carton and inspect the merchandise with the driver present. If the merchandise is deemed inoperable, refuse the shipment. Otherwise, take pictures of the damaged area(s). The driver may call the shipping company to initiate a claim.
- If no obvious damage is detected to the merchandise, still denote "Potential Shipping Damage" and/or mark the appropriate box on the delivery receipt in the event the damage may be concealed. Concealed damage must be reported within 7 days of receipt and cannot move from the original ship to location to initiate a claim with the carrier.
- Notify CSS at 1.888.728.6487 to report the concern, establish disposition, and email pictures. Maintain the original packaging for inspection by the shipping company.
- Leave the damaged merchandise as received until inspected by the carrier.

When a Purchaser specifies a preferred carrier, the Manufacturer strongly recommends reviewing the carrier's policies and procedures regarding filing shipping damage claims prior to the selection.

ATMGURUS RETURN POLICY

The Purchaser must adhere to the following guidelines when returning components under warranty:

- All returns require a Return Merchandise Authorization (RMA) obtained through Tech Support or CSS. Merchandise received in without an RMA are subject to return without processing of the warranty claim.
- Components must be returned in proper packaging. Damage resulting from improper packaging is subject to additional fees or return without processing of the warranty claim.
- Merchandise altered or modified outside the specifications set forth by the Manufacturer or ATMGurus may not be accepted as a warranty return. Incomplete components (parts missing) may not be accepted as valid

warranty returns. ATMGurus reserves the final right in determining acceptance of a warranty claim.

- Merchandise received in that is not originally obtained through Triton or ATMGurus or installed in the unit that the Purchaser initiated the warranty claim on will be returned without processing.
- Merchandise returned under warranty must be equivalent to the advanced replacement components. If not, the warranty claim may be denied or the Purchaser invoiced the difference in value. The Purchaser is notified of the option(s) prior to final disposition.

In addition to warranty returns, ATMGurus offers a limited return program for unused merchandise. Acceptance is determined on the condition, age, and reason for returning the merchandise. ATMGurus charges a restocking fee to cover the handling, testing, and verification of the returned merchandise, at its discretion.

- A 10% restocking fee is charged if the merchandise is returned in the original manufacturer's packaging unopened.
- A 25% restocking fee is charged if the opened merchandise is returned intact.

ATMGurus may refuse to accept if merchandise is returned in inadequate packaging, subjected to abnormal environmental conditions, altered, modified, or used. ATMGurus reserves the final right in determining acceptance of returned merchandise. The Purchaser will be notified with the reason(s) for refusal.

General return policies:

- An RMA opened for returning unused merchandise is automatically canceled if not received within 90 days.
- Purchasers using a credit card for payment option must settle the payment within 90 days after the returned merchandise is repaired. The merchandise becomes the property of ATMGurus thereafter.

**AUTOMATED TELLER MACHINE (“ATM”) SOFTWARE AND/OR SAFE
END-USER AGREEMENT IMPORTANT: PLEASE READ CAREFULLY:**

BY INSTALLING OR OTHERWISE USING THE ATM OR SAFE, YOU (AS THE OWNER OR LESSEE OF THE ATM OR SAFE), AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISION WHICH APPLY TO YOUR USE OF THE ATM OR SAFE SOFTWARE CONTAINED IN THIS ATM OR SAFE AND IS HEREBY LICENSED BY TRITON SYSTEMS OF DELAWARE, LLC. (“Triton”) TO YOU PURSUANT TO THIS AGREEMENT.

IF YOU DO NOT AGREE TO OR ARE NOT WILLING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT INSTALL OR OTHERWISE USE THIS ATM OR SAFE AND PROMPTLY CONTACT YOUR VENDOR. INSTALLING OR OTHERWISE USING THE ATM INDICATES THAT YOU ACCEPT THESE TERMS.

This ATM or safe is manufactured by, and utilizes proprietary software owned by Triton Systems of Delaware, LLC and/or its suppliers. All right, title and interest in and to all component software installed or embedded in the ATM (“ATM Software”)/safe including all associated intellectual property rights, are and will remain the property of Triton and/or its suppliers.

LICENSE: Triton grants you a limited, non-exclusive license to use the ATM or safe software but only in connection with the operation of this ATM or safe subject to the terms and restrictions set forth in this License Agreement. You are not permitted to use the ATM or safe software in any manner not expressly authorized by this License. You acknowledge and agree that ownership of the ATM or safe software and all subsequent copies thereof regardless of the form or media are held by Triton or its suppliers.

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DISCLAIMER OF WARRANTIES AND LIMITATION OF DAMAGES

TO THE EXTENT PERMITTED BY LAW, THIS ATM or safe SOFTWARE, INCLUDING ALL INCORPORATED THIRD PARTY SOFTWARE AND DERIVATIVES IS PROVIDED, “AS IS.” TRITON MAKES NO REPRESENTATIONS WITH RESPECT TO, AND DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU OR YOUR CUSTOMERS MAY OBTAIN BY USING THE ATM OR SAFE. TRITON SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF QUALITY PERFORMANCE, NON-INFRINGEMENT, AND MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

TRITON MAKES NO REPRESENTATIONS OR WARRANTIES AND ASSUMES NO OBLIGATIONS TO YOU OR YOUR CUSTOMERS WITH RESPECT TO ANY TRANSACTION OR SERVICES ACCESSED AND/OR UTILIZED IN CONSUMER-INITIATED TRANSACTIONS MADE FROM THIS ATM OR SAFE. IN NO EVENT WILL TRITON, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE TO YOU UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL,

SPECIAL OR SIMILAR DAMAGES, INCLUDING ANY LOSS PROFITS OR LOST SAVINGS, EVEN IF A TRITON AGENT OR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

YOUR SOLE REMEDY AGAINST TRITON FOR DEFECTIVE PERFORMANCE OF THE ATM OR SAFE SOFTWARE WILL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE ATM OR SAFE AND/OR THE ATM or safe SOFTWARE, AT TRITON'S SOLE DISCRETION.

Any warranty pertaining to the ATM or safe, its mechanical components exclusive of the ATM or safe software, shall be governed and controlled by any warranty given to you by Triton in a separate document accompanying this ATM or safe.

The foregoing limitation of liability and exclusion of certain damages will apply regardless of the success or effectiveness of other remedies.

GOVERNING LAW: This License Agreement shall be governed by the laws of the State of Mississippi and by the laws of the United States, excluding their conflicts of laws principles.

SEVERABILITY: In the event any provision of this License Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.

ENTIRE AGREEMENT: This License Agreement and the accompanying Limited Warranty set forth the entire agreement between you and Triton, supersedes all prior agreements, whether written or oral, with respect to the ATM or safe software, and may be amended only in a writing signed by both parties.

