



## **HOWARD KIOSK LIMITED WARRANTY AND RETURN POLICY**

### **Limited Warranty**

Howard Technology Solutions, a division of Howard Industries, Inc. (“Howard”) warrants to the original purchaser that its Kiosks will be free from defects in materials and/or workmanship under normal use and service (“Limited Warranty”) for the specific warranty period purchased beginning on the date of delivery (“Warranty Period”). Howard will, during the Warranty Period, restore the Kiosk to good working order by repairing defective parts, components, and/or hardware (collectively, “Parts”) or, at Howard’s election, by replacing defective Parts with new, serviceable and/or comparable used Parts. Replacement Parts required to correct any covered defects during the Warranty Period will be supplied at no charge and will be supported by phone consultation with Howard technical support representatives.

What is not covered by this Limited Warranty?

1. Products located and/or operated outside the contiguous United States, Alaska, and Hawaii
2. Products purchased from anyone other than Howard or an authorized reseller/agent of Howard
3. Accessories or peripherals or other parts not sold as part of a Howard-branded system
4. Expendable parts (such as batteries, toner, paper)
5. Materials provided by the customer for inclusion in or on the Kiosk
6. User-installed hardware and software products
7. Routine cleaning
8. Cosmetic and mechanical wear
9. Damage caused by the following:
  - Misuse, abuse, neglect, modifications, improper operating environment, failure to perform routine maintenance or tampering with installed components acts of God, fire, vandalism, civil disturbances, or war
  - Failure to follow product instructions and/or guidelines
  - Failure to perform preventive maintenance
  - External electrical power problems
  - Use outside of the parameters for which the product was designed
  - Parts installed in or on the product which were not approved by Howard
  - Repairs or replacements performed by anyone other than Howard personnel or a Howard authorized service partner
  - Other external causes

To obtain services under this Limited Warranty, Howard technical support must be contacted within the Warranty Period. Howard's toll-free technical support services are available at 888-323-3151, seven (7) days a week, 24 hours a day, excluding holidays as published on [www.Howard.com](http://www.Howard.com). Technical support personnel at Howard’s help desk will work to resolve issues in a professional and timely manner; however, reasonable assistance must be provided by the customer to facilitate and receive support services. It is the responsibility of the customer requesting services to gain access to the Part(s) in question, to contact the Howard help desk and to perform any basic troubleshooting procedures which may be directed telephonically by a Howard technical support representative. In the event that Howard technical support is unable to return a product to proper working order,

Howard may authorize the replacement of the defective Part(s), with PRODUCT REPLACEMENT CONSIDERED AN OPTION OF LAST RESORT. The determination of the repair or replacement method utilized will be in the discretion of Howard. d The repair or replacement of Parts or products will not extend or modify this Limited Warranty. Replaced parts and products must be returned to Howard. The customer will be billed for the total cost of any replaced parts and/or product not returned. In the event that a replaced Part or product is found not to be defective, the customer will be responsible for all applicable shipping and service charges.

This Limited Warranty is non-transferable.

**THE WARRANTIES EXPRESSLY SET FORTH HEREIN ARE IN LIEU OF, AND HOWARD HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

**HOWARD'S ENTIRE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR BREACH OF THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO RESTORATION OF THE KIOSK TO GOOD WORKING ORDER BY REPAIR OR REPLACEMENT OF THE DEFECTIVE PARTS OR, IF ALL REASONABLE ATTEMPTS TO RESTORE THE KIOSK HAVE BEEN EXHAUSTED, THEN, AT HOWARD'S ELECTION, EITHER REPLACEMENT OF THE KIOSK OR A REFUND OF THE PURCHASE PRICE (LESS ANY APPLICABLE TAXES, CHARGES OR OTHER FEES). HOWARD SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSSES IN PROFITS, LOSSES IN REVENUE, LOSSES IN SAVINGS, LOSSES OF DATA, DOWNTIME, COSTS OF CAPITAL, COSTS OF REPLACEMENT EQUIPMENT (TEMPORARY OR PERMANENT), COSTS OF TIME, THIRD PARTY CLAIMS, AND INJURY TO PROPERTY.**

### **Warranty Upgrades available at the time of Purchase**

Various options to modify and/or upgrade the Limited Warranty are available at the time of purchase. Call 1-888-912-3151 and talk to your sales representative for more details and pricing.

#### *Next day service:*

If purchased, next business day on-site warranty service is provided for the coverage period purchased (listed on the packing slip or invoice), which begins as of the date of delivery of the product. Howard's toll-free technical support services must first be contacted at 888-323-3151, seven (7) days a week, 24 hours a day, excluding holidays as published on [www.Howard.com](http://www.Howard.com). Technical support personnel at Howard's help desk will first work to resolve issues. Onsite service will be dispatched if it is deemed necessary after telephonic and electronic troubleshooting methods have been completed. The dispatched technician will contact and schedule a time convenient with the customer to take place during normal business hours. Onsite service will normally be scheduled the next business day after the arrival at the customer site of parts deemed necessary for the repair, with the hours of available service being Monday – Friday from 8:00 AM to 5:00 PM CST excluding holidays as published on [www.Howard.com](http://www.Howard.com). Note that responding to calls received after 3:00 PM or delays because of the lack of availability of parts, unit location, or other factors beyond Howard's

control may impact onsite response time and Howard's ability to provide the on-site service on the next business day. A Howard-authorized third party vendor may provide the on-site service. Contact personnel and all keys (to include any needed for internal components or access panels) must be provided by the customer and available at the time of the scheduled onsite visit. If the on-site technician arrives at the scheduled appointment time and is unable to perform the required repair due to the site or equipment being un-accessible, the customer will be responsible for all associated costs.

### **Warranty Extensions and Upgrades available after Purchase**

Howard offers various options to extend or upgrade the Limited Warranty available after purchase. Extensions and upgrades are only available for purchase for units currently covered under an existing warranty plan purchased from Howard Technology Solutions. Warranty extensions are available up to 5 years maximum from the date of initial purchase of the kiosk. A service call will have to be performed first at the customers expense to review the unit(s) requesting to be covered under additional warranty terms. This will allow assessment of the unit(s), components, maintenance performed, and other factors that will determine the warranty extension or upgrade to be allowed if possible and the associated cost. Call 1-888-912-3151 and talk to your sales representative for more details.

### **Post-Warranty Parts Availability:**

Following the Warranty Period, Parts may be purchased from Howard, subject to availability. Howard does not guarantee the availability of replacement Parts for out-of-warranty products. Howard may be available to assist with Parts acquisition after the warranty period. Call 888.912.3151 for post-warranty assistance.

### **Returns**

All orders placed are final and may not be changed or cancelled unless approved in writing by Howard. Howard may condition its acceptance of a change or cancellation on the customer being liable for all costs incurred by Howard with respect to such order including, without limitation, products and/or materials purchased and any associated processing and handling costs.

### **Freight Claims**

Claims for damage, shortage, or errors in material must be reported as follows:

- a) Claims for damage and/or shortage caused by shipping must be made by the consignee to the shipper within five (5) calendar days of delivery
  - 1) All items in question must be kept in their original cartons and at the original delivery point for inspection by the carrier
  - 2) If notified, Howard will provide reasonable assistance to the purchaser with respect to processing the claim
- b) Claims involving shortages or errors will not be considered unless noted on the delivery receipt and reported to Howard within five (5) calendar days of delivery