

# STANDARD HARDWARE WARRANTY AND EXTENDED MAINTENANCE POLICY (UNITED STATES)

NCR CORPORATION 864 SPRING STREET NW ATLANTA, GA 30308 USA

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## STANDARD WARRANTY AGAINST DEFECTS

All hardware items purchased by you as an end user merchant/customer directly from NCR Corporation ("NCR") or from an NCR authorized reseller include a standard 30 day non-transferable warranty against defects in manufacture, beginning on the date of purchase.

<u>Qualifications</u>: Hardware must be purchased new from NCR or from an NCR authorized reseller. The warranty against defects is only applicable to hardware purchased for use in the contiguous United States, including Alaska and Hawaii, with the NCR Silver or Aloha Cloud suite of applications. Wear and tear, damage, and misuse are excluded and not covered by this warranty against defects.

#### HARDWARE MAINTENANCE

<u>Purchased hardware</u>: Hardware maintenance is provided when current on **Aloha Cloud**, **NCR Silver Essentials or NCR Silver PRO Restaurant Software** subscription plan. Qualified hardware items as determined by NCR, receive maintenance coverage for 36 months from date of purchase. Hardware maintenance coverage commences immediately following the expiration of the standard hardware warranty period which begins on the date of purchase.

- Single hardware items may only be replaced a maximum of 3 times during the entire 36 month maintenance period, limited to a rate of once per 12 month period (with the initial 12 month period beginning on the date of purchase). This means that hardware replacements are limited to a maximum of 3 replacements across the combination of both the 30 day warranty and extended maintenance periods.
  - NOTE: Tablets and Apple Mac minis<sup>®</sup> hardware devices will only be replaced 1 time during the entire hardware maintenance period.
  - Hardware purchased prior to the effective date of the Aloha Cloud, NCR Silver Essentials or NCR Silver PRO Restaurant software service plan subscription is not covered.
  - Wear and tear, damage, theft, loss, and misuse are excluded and not covered.

<u>Subscribed hardware</u>: Hardware maintenance is included when current on **Aloha Cloud**, **NCR Silver Essentials or NCR Silver PRO Restaurant Software** subscription plan. Title to Subscribed hardware shall at all times remain with NCR and if NCR requires a label or other indicator of NCR's interest to be placed on the Equipment, Customer will so apply the label or not remove any such label already affixed to the Equipment.

• Damage, theft, loss, and misuse are excluded and not covered.

### The following conditions apply for both purchased and subscribed hardware:

- Hardware maintenance works on an advanced exchange basis, Next Business Day.
- NCR may replace defective units with refurbished units.
- Any break (cancellation, default, or breach) in the contract/service plan, billing terms, or NCR Merchant Agreement will automatically void hardware maintenance coverage.
- Hardware maintenance is non-transferrable.
- NCR's then-current retail list price (MSRP) will apply and you will be charged for any:
  - Defective hardware items not returned to NCR within 30 days of replacement.
  - Hardware items returned in a damaged state to NCR.
  - The return of a wrong hardware item (example: wrong serial number or product).
- Hardware returned for reasons other than malfunction or defect including, without limitation, reasons relating solely to physical appearance, aesthetic quality or other cosmetic factors, printer consumables, or broken cables and connectors will not be considered by NCR as qualifying for maintenance services.

## HOW TO MAKE A CLAIM

To make a warranty against defects claim in respect of any Hardware, you may contact the NCR Customer care team:

- by email at customercare@ncrsilver.com
- by telephone at 1-877-270-3475
- by text message at 1-877-270-3475