



## WARRANTIES

1. This warranty applies onto to the initial end user (“BUYER”) who has purchased the prod-uct, which shall not be assigned to other individuals.
2. No representative, reseller or business partner of ePOS (“ePOS”) is authorized to modify terms and conditions of this warranty on behalf of ePOS.
3. This warranty shall not apply to products other than purchased as new from ePOS or its authorized representative.
4. This warranty shall only apply in the country and region where the product is purchased.
5. ePOS guarantees to the BUYER that products are free from defects under normal operat-ing conditions and that the product purchased from ePOS or its authorized representative will be supported for 12 months after the purchase date.
6. ePOS offers a warranty for all replaced products or spare parts for NINETY (90) DAYS of the date on which the product or spare part is delivered to the Buyer and which is acknowledged by the stamp of the authorized representative.
7. ePOS provides no warranties and accepts no claims related to compatibility of products sold by ePOS with third-party hardware or software.
8. ePOS accepts no claims with respect to and provides no warranties that operation of software products supplied with this product will be error-free and uninterrupted or all failures in the operation of software products will be eliminated.
9. ePOS shall not be liable for integrity of the BUYER's software and information stored in the memory of products accepted for warranty services by ePOS authorized service center and shall not undertake to recover the same.
10. To prevent loss of information, ePOS strongly recommends that users back up all software supplied with this product whenever they begin to use a new product.
11. ePOS shall not be liable for how adequately the BUYER installs and sets up the purchased product, complies with the rules of proper operation and compatibility with the operating environment in which the product is expected to operate.
12. The BUYER shall be responsible for making sure the purchased product meets their technical specifications and requirements.
13. To exercise their right to warranty services, the BUYER shall, during the warranty period, contact ePOS technical support department or ePOS authorized service center and submit a document acknowledging the purchase (a copy of receipt acknowledging

purchase from ePOS or its authorized representative), model number and serial number of the product, version number of the operating system installed on the BUYER's computer.

14. Contact details of ePOS technical support department or ePOS authorized service center can be found on ePOS website at: [www.eposcom.ru](http://www.eposcom.ru)
15. During the warranty period, ePOS technical support department or ePOS authorized service center shall establish the reason of malfunction or failure of the product or spare part. If it appears that the failure results from poor workmanship and/or defect in materials, ePOS shall generate an RMA (Return Material Authorization) number for the BUYER and instructions on returning the product to the authorized ePOS product acceptance department.
16. Any product or spare part returned to ePOS without an RMA number generated by ePOS or ePOS authorized service center will be returned to the owner.
17. Products officially returned by the BUYER shall be unpacked and visually examined, and the product model number shall be checked against the serial number of the product for which the RMA number was generated. The date and place of purchase of the product shall be checked in the document attached to acknowledge the purchase. ePOS may refuse to provide warranty services if visual examination establishes incompliance of the returned product or spare part to information provided by the BUYER for which the RMA number was generated, or if the product bears signs of being unsealed or repaired by an unqualified specialist.
18. After the products returned by the BUYER are unpacked, visually examined and tested, ePOS performs repair work or replacement with new or recovered products or spare parts by independently determining the scope of work required to recover operability of the product or spare part.
19. ePOS shall eliminate defects in the operation of the BUYER's product or spare part within maximum FORTY FIVE (45) DAYS of receipt of ePOS products officially returned by the BUYER to the authorized ePOS product return center.
20. Products supplied by ePOS may include, or supplied in a package with third-party software which is subject to separate end-user license agreements delivered by third-party software providers. This warranty of ePOS does not apply to such third-party software. Information about applicable warranties can be found in the end user license agreement that regulates the use of such software.
21. To a degree allowed by applicable laws, this warranty obligation does not apply to cases of natural wear and tear; damage or loss of data caused by interaction with current and/or future versions of operating systems or other current and/or future software and hardware; modifications (made by other than specialists of ePOS or ePOS authorized service centers); damage caused by an operator's fault or failure to follow instructions set out in user documentation or any other accompanying documents; damage resulting from the impact of natural phenomena, such as lightning, storm, hurricane, fire, earthquake, etc.; for products whose serial numbers have been forged or removed; inappropriate operation, negligent or undue handling; damage caused by excessive physical, temperature or electric exposure; for fake products; damage to or loss of data caused by a

computer virus, worm, Trojan or damage to memory contents; failures of the device caused by an accident, undue or inappropriate operation (including, but not limited to, inappropriate installation, connection to networks or power supply sources with inappropriate voltage); failures caused by products supplied by other than ePOS; damage caused by moisture, aggressive environments, power surges or during transportation of undue operating conditions; and operation of the product outside the country or region it is intended to be used in.

22. In full compliance with the law, ePOS and its suppliers shall not be liable for any damages arising out of negligent operation and resulting from loss of information or data and hereby limits its obligations only to repair, replacement or a full refund of the purchased product.

23. This warranty is subject to legal rules of applicable laws of the Russian Federation that do not contravene the UN Convention on Contracts for the International Sale of Goods.

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