

WARRANTY AGREEMENT

Point-of-Sale (POS) Systems, Hardware & Implementation Services

Last Updated: May 4, 2026

This Warranty Agreement (“**Agreement**”) is entered into as of the Effective Date set forth below by and between:

Provider:

Armagh Cash Register Limited
operating as Armagh POS Solutions
180 Dundurn Street South, Hamilton, Ontario, Canada L8P 4K3
("Provider", "Armagh", "we", or "us")

Customer:

[Customer Legal Name]
operating as [Customer Operating As Name]
[Customer Address, City, Province, Postal Code]
("Customer", "you", or "your")

Effective Date: [Insert Date, e.g., MM/DD/YYYY or upon execution of applicable Sales Order or Purchase Agreement]

1. Introduction and Purpose

This Agreement defines the limited warranty coverage for POS systems, hardware, peripherals, and related equipment provided or implemented by Provider. This Warranty Agreement is intended to be read in conjunction with, and is incorporated into, the applicable Master Services Agreement, Sales Order, Quotation, or other Underlying Agreement between the parties (the “**Underlying Agreement**”). The Provider’s Privacy Policy and Service Level Agreement (SLA), available at www.armaghpos.com/legal, are incorporated by reference and form part of the overall contractual framework. In the event of any conflict between this Agreement and the Underlying Agreement, the terms of the Underlying Agreement shall control. This approach avoids unnecessary duplication and ensures consistency across all customer documentation.

2. Definitions

For purposes of this Agreement:

- “**Implemented System**” means any POS hardware, software, or complete system that has been sold and professionally installed, configured, and commissioned by Provider at Customer’s business location(s).
- “**Parts-Only Purchase**” means individual hardware components, peripherals, or replacement parts purchased from Provider on a run-rate, over-the-counter, or walk-in basis without accompanying implementation, installation, or configuration services by Provider.
- “**Rental / SaaS / PaaS Equipment**” means hardware and/or software provided to Customer under a monthly recurring service, subscription, or rental agreement (including equipment bundled with services from vendors such as Square/Block, Shift4/Skytab, Global Payments/Genius, or other payment processors and technology partners), where ownership typically remains with the vendor or Provider and is not transferred to Customer.
- “**Standard Warranty Period**” means the initial one (1) year period of coverage for Implemented Systems as described in Section 3.
- “**Onsite Service**” means warranty repair or replacement service performed at Customer’s premises by Provider’s technician.
- “**Business Day**” has the meaning set forth in the SLA.

3. Standard Warranty for Implemented Systems

For all Implemented Systems, Provider provides a limited warranty covering defects in materials and workmanship in the hardware and in the quality of installation workmanship for a period of **one (1) year** from the date of successful installation and commissioning (the “Standard Warranty Period”).

Coverage includes:

- All necessary replacement parts (at Provider's discretion, new or refurbished of equivalent quality)
- All labour required for diagnosis, repair, or replacement
- Onsite service at Customer's location, provided the location is within a 2.5-hour travel radius of Provider's principal office at 180 Dundurn Street South, Hamilton, Ontario L8P 4K3. For locations outside this radius, Provider may, at its option: (a) charge reasonable travel time and expenses at then-current rates; (b) arrange depot/ship-in repair; or (c) provide enhanced remote support.

This warranty applies only to defects that arise under normal use, service, and environmental conditions in accordance with Provider's and the manufacturer's specifications and instructions. It does not cover normal wear and tear or consumable items (e.g., receipt paper, ribbons, cleaning supplies).

4. Parts-Only Purchases

For Parts-Only Purchases, Provider does not provide its own labour or parts warranty. Instead, such items are covered solely by the applicable manufacturer's warranty (if any). Provider will, upon request and where feasible, provide reasonable assistance to Customer in initiating and processing manufacturer warranty claims (e.g., providing proof of purchase, serial numbers, or shipping coordination). However, Customer remains solely responsible for all shipping costs, any manufacturer-imposed fees, and for following the manufacturer's warranty procedures. Provider makes no representations or warranties regarding the duration, scope, or honouring of any third-party manufacturer warranty.

5. Rental, SaaS, PaaS, and Subscription-Based Services

Hardware, software, and related services provided under any SaaS, PaaS, rental, or monthly service agreement (including but not limited to those involving Square/Block, Skytab/Shift4, Genius/Global Payment Systems, other payment processors, or third-party technology vendors) are expressly excluded from this Standard Warranty. All warranty, maintenance, support, replacement, and uptime obligations for such equipment are governed exclusively by the terms and conditions of the applicable underlying vendor agreement, EULA, or service contract between Customer and the respective vendor (or Provider, as applicable). Customer should refer to those documents for warranty details. Provider will use commercially reasonable efforts to facilitate communication and claim coordination with such vendors for Customers who maintain an active service relationship with Provider, but Provider has no direct warranty obligation or liability for rented/subscription equipment under this Agreement.

6. Extended Warranty

Upon or prior to expiration of the Standard Warranty Period for an Implemented System, Customer may elect to purchase an Extended Warranty for additional one-year (or other) periods. Extended Warranty coverage, pricing, and specific terms will be quoted separately and documented in a Sales Order or amendment to the Underlying Agreement. Extended Warranties are subject to a pre-extension inspection by Provider and may exclude equipment that shows signs of misuse or excessive wear. Contact Provider's sales or support team for current extended warranty options, pricing, and eligibility.

7. Warranty Claims, Response Times, and Service Process

To initiate a warranty claim, Customer must contact Provider's technical support team as soon as practicable after discovering a potential defect, using one of the following methods:

- Toll-Free: 1-888-528-5903
- Local: 905-528-5903
- Email or Support Portal: As directed on armaghpos.com or in your service documentation

Provider will acknowledge and respond to properly submitted warranty claims in accordance with the priority levels, Initial Response Times, Resolution Targets, and Status Update frequencies set forth in **Section 4.2 of the Service Level Agreement (SLA)**, which is incorporated herein by reference. Critical (P1) issues must be reported by telephone to ensure the fastest response.

Provider reserves the right to require reasonable proof that the defect is covered (e.g., serial numbers, installation date, description of symptoms, photos). If an issue is determined not to be covered under this warranty, standard time-and-materials service rates (as per the Underlying Agreement or SLA) will apply. Customer agrees to provide safe access to equipment and personnel during service visits.

8. Exclusions, Limitations, and Remedies

This warranty does not cover, and Provider shall have no obligation or liability for, any of the following:

- Damage resulting from misuse, abuse, negligence, unauthorized modifications, improper storage or handling, or failure to follow operating or maintenance instructions;
- Damage caused by Acts of God, natural disasters, fire, flood, power surges/spikes, lightning, or other Force Majeure events (as defined in the SLA);
- Issues arising from third-party hardware, software, networks, payment processors, or services not supplied or directly managed by Provider;
- Consumable supplies and normal wear items;
- Software defects or performance issues (these are addressed under the SLA and support services);
- Equipment that has been moved, relocated, or reinstalled by anyone other than Provider without prior written authorization;
- Any equipment for which the serial number has been altered, defaced, or removed.

Disclaimer of Warranties: Except as expressly set forth in this Agreement, Provider makes no other warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. The remedies provided herein are Customer's sole and exclusive remedies.

Liability Limitation: Provider's aggregate liability arising out of or related to this warranty or any related services shall not exceed the total Monthly Service Fees paid by Customer to Provider for the specific equipment giving rise to the claim during the twelve (12) months preceding the claim. In no event shall Provider be liable for indirect, incidental, special, consequential, or punitive damages, including lost profits or business interruption, regardless of the form of action or theory of liability. For complete limitations on liability and additional remedies, please refer to the Underlying Agreement and Section 6 (Remedies) and Section 9 (Exclusions and Limitations) of the SLA.

9. Customer Responsibilities

In addition to the Customer Responsibilities set out in Section 7 of the SLA (which are incorporated by reference), Customer agrees to:

- Maintain complete and current backups of all data, configurations, and software prior to any warranty service (Provider is not responsible for data loss except to the extent caused by its gross negligence or willful misconduct);
- Ensure that all equipment is used in a suitable environment (clean, temperature-controlled, stable power) as specified by Provider or the manufacturer;
- Promptly install any recommended firmware, software updates, or security patches provided or directed by Provider;
- Designate authorized contacts who can provide accurate information and grant access for service calls;
- Pay any applicable extended warranty fees or out-of-warranty service charges on time.

10. Privacy and Data Protection

During the course of providing warranty service, Provider may have access to Customer's systems, networks, or data. Provider will collect, use, disclose, and safeguard any personal information in accordance with its **Privacy Policy** (available at www.armaghpos.com/legal) and applicable Canadian privacy laws, including PIPEDA. Customer acknowledges that it is solely responsible for backing up its data and for ensuring that any sensitive or personal information is appropriately protected or removed prior to service visits where practicable. For full details on data handling practices, please refer to the Privacy Policy.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. Any dispute arising out of or relating to this Agreement shall be resolved exclusively in the courts of the Province of Ontario sitting in the City of Hamilton or Toronto, and each party irrevocably attorns to the jurisdiction of such courts, as more particularly set out in Section 11 of the SLA.

12. General Provisions

This Warranty Agreement, together with the Underlying Agreement, the SLA, the Privacy Policy, and any applicable Sales Orders or quotations, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous warranties, representations, or agreements (whether written or oral). If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Neither party may assign this Agreement without the prior written consent of the other, except that Provider may assign to an affiliate or successor in connection with a merger or sale of substantially all assets. This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original. No modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Warranty Agreement as of the Effective Date first written above.

PROVIDER:

Armagh Cash Register Limited
o/a Armagh POS Solutions

Per: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

[Customer Legal Name]
o/a [Customer Operating As Name]

Per: _____

Name: _____

Title: _____

Date: _____

— End of Warranty Agreement —