

CARDLOCK VENDING, INC. LIMITED WARRANTY

CARDLOCK VENDING, INC. ("CVI") warrants that the below listed products and their constituent parts, are free from defects in materials and workmanship and will perform in accordance with the specifications contained in the Installation Manual for the period of time listed from the date of installation, provided that the warranty does not exceed below listed total months from the date of shipment.

<u>Product</u>	<u>warranty period</u>	<u>total months from date of shipment</u>
CardMaster consoles	24 months	36 months
CardMaster Accessories	12 months	24 months
All other products	12 months	24 months

During this time frame CVI, at its sole and exclusive option, will either repair, or exchange, free of charge, any defective Product or part for a new or comparable rebuilt Product or part, if said defect is a manufacturing defect.

In no event, and at no time, shall CVI be responsible for the cost of field service. CVI shall not be responsible for the cost of installation or removal of the defective parts. In the event that CVI personnel are asked to make service calls, the cost of such calls shall be borne by the Product's owner. CVI shall ship any parts, free of charge, to a location designated by the Owner.

This warranty does not cover damage that occurs in shipment, or that results from accident, misuse, abuse, or neglect, of this product. This warranty does not cover any product sold by CVI, which was not installed by CVI, or not installed per CVI's written Installation Manual, as amended from time to time. Said failure includes, but is not limited to, failure to obtain a qualified installer, failure to follow any instructions or warnings, making any changes to or substitutions of the equipment, installation of any damaged product, or failure to operate in an approved environment. This warranty does not cover any product which has been repaired, or in any way altered, or replaced by anyone other than CVI, or the customer pursuant to CVI's written specifications. This warranty shall automatically become null and void immediately upon CVI's determination, at its sole and exclusive discretion, that failure of CVI's Product or parts is caused by any of the above.

Before warranty performance will be rendered, Owner must submit a purchase receipt or some other proof of purchase, and the entire purchase price of the Product must be paid in full.

Anything found which is broken, defective, or not as specified, notice shall be given in writing to CVI within three (3) days of the notice of the appearance of the defect so that CVI may correct the same. In the absence of such notice, no warranty claims for such defects or the like shall be allowed by CVI.

The warranty described in this agreement is in lieu of all other warranties. **THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT.** No claim of breach of warranty or that the quality of goods is not in accordance with the contract shall constitute a cause for cancellation of the original contract and addenda or any part of it. (Some states do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.)

Any claims for loss of use or enjoyment, when product is being repaired or replaced under this warranty, or otherwise, are disallowed. This warranty is offered in lieu of any such claims. Any defect in material of any one part shall not condemn the entire product described above. CVI shall in no event be liable for breach of warranty in an amount exceeding the purchase price of the product outlined above. Any other work not outlined above will not be warranted. Notwithstanding the foregoing, in no event shall CVI be liable for consequential or incidental damages, losses, or expenses, including, but not limited to loss of use or lost profits, arising out of or related to the use of the Product or its parts.

The invalidity or unenforceability of any particular provision in this warranty shall not affect the other provisions hereof. This warranty shall be construed in accordance with the laws of the State of Washington. Jurisdiction and venue of any suit between the parties concerning this Warranty shall be in Seattle Case Assignment Area of King County of the State of Washington. If any provision of this Agreement, is or becomes unenforceable to any extent, the remainder of this Agreement will not be impaired.

This writing is the final, complete and exclusive expression of the parties' warranty agreement. Any statements made by CVI, or CVI's agent that differs from the terms of this agreement shall have no affect. Upon the dissolution, bankruptcy, receivership, or cessation of business of CVI, this warranty shall become null and void.