

PIONEER POS SOLUTION, INC.  
THREE-YEAR STANDARD LIMITED WARRANTY

FOR MODEL: ASTERIXTOUCH-X5

SHOULD ANY HARDWARE OF MODEL ASTERIXTOUCH-X5 (“PRODUCTS”) SUPPLIED BY PIONEER POS SOLUTIONS, INC. (“PIONEERPOS”) PROVE DEFECTIVE BY REASON OF IMPROPER WORKMANSHIP OR MATERIAL AS DETERMINED BY PIONEERPOS WITHIN THIRTY SIX (36) MONTHS FROM THE DATE OF ORIGINAL INVOICE FROM PIONEERPOS, PIONEERPOS WILL, AT ITS SOLE OPTION, REPAIR OR REPLACE THE PRODUCTS (HARDWARE ONLY) IN ACCORDANCE WITH PIONEERPOS’S STANDARD TERMS AND CONDITIONS OF SALE AND RMA (RETURNED MERCHANDISE AUTHORIZATION) POLICY. PIONEERPOS RESERVES THE RIGHT TO AMEND, CHANGE OR OTHERWISE MODIFY ITS STANDARD TERMS AND CONDITIONS OF SALE AND RMA POLICY. THIS WARRANTY STATEMENT DOES NOT COVER OR APPLY TO ADDITIONAL PERIPHERALS OR DEVICES THAT ARE ATTACHED TO THE PRODUCTS, SUCH AS CD-RW DRIVE, DVD DRIVE, MEDIA READER, USB WIRELESS NETWORK, USB HUB, BARCODE LASER SCANNER, PRINTER, OR RECEIPT PRINTER.

**EXCEPT AS SET FORTH HEREIN, PIONEERPOS DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES; PIONEERPOS DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OTHER THAN THOSE EXPLICITLY SPECIFIED IN THIS CONTRACT; ANY WARRANTIES, IF SEPARATELY PROVIDED IN WRITING, ARE EXTENDED ONLY TO THE ORIGINAL CUSTOMER WHOSE NAME IS SHOWN ON THIS INVOICE/CONTRACT BY PIONEERPOS; WARRANTIES DO NOT COVER PRODUCTS DAMAGED BY ACCIDENT, IMPROPER INSTALLATION, MISUSE, WEATHER CONDITIONS, LIGHTNING, POWER SUPPLY OR SOURCE, FIRE, WATER, OR ANY ACTS OF NATURE OR GOD, OR PRODUCTS THAT ARE ALTERED OR REPAIRED BY ANYONE NOT AUTHORIZED BY PIONEERPOS; PIONEERPOS SHALL NOT BE OBLIGATED TO PROVIDE ANY WARRANTY SERVICE OR OBLIGATIONS UNLESS CUSTOMER HAS PAID ITS INVOICES IN FULL UNDER THIS OR ANY OTHER INVOICE.**

**CUSTOMER’S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AT PIONEERPOS’S SOLE DISCRETION. IN NO EVENT SHALL PIONEERPOS BE LIABLE FOR ANY LOSS OF USE, REVENUES, OR ANTICIPATORY PROFIT, OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE PRODUCTS PURCHASED FROM PIONEERPOS. TO THE EXTENT PERMITTED BY LAW, PIONEERPOS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PIONEERPOS’S LIABILITY EXCEED THE AMOUNT OF THE PARTICULAR DEFECTIVE PRODUCT CHARGED BY PIONEERPOS.**