



6950 South Tucson Way, Suite 100  
Centennial, CO 80112  
303.740.8370 (Office)  
888.772.1990 (Toll Free)

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## Terms and Conditions of Limited Warranty

By purchasing the Product, the Buyer, or the owner of the Product ("you") are agreeing to be bound by the terms of this limited warranty. The Company provides the following limited warranty coverage as applicable to the Product. The warranty period begins from the date of shipment and expires 180 days thereafter. The warranty covers the workmanship on in-house refurbishments and repairs.

### Warranty Claim Procedure

1. Buyer requests RMA for warranty claim from [sales@bellatm.com](mailto:sales@bellatm.com).
2. Item must be securely packed.
3. Item is shipped to Bell ATM at Buyer's expense.
4. Upon receipt, if the item is found to be functional, the customer will be charged a \$99 test fee, repair fee, (if applicable) plus return shipping & handling.
5. If the item is found to have malfunctioned under normal use, the part will be repaired immediately and shipped to the Buyer at no additional cost.
6. Advanced warranty replacements (only for VIP members): for urgent warranty claims, we may send an advanced replacement part (subject to availability). Advanced replacements are subject to full credit card preauthorization. The original part must be returned within five (5) business days. The pre-authorization amount will remain in effect until the part is received. If the part is not received within five (5) business days OR the part is found to be functional or damaged, the card will be charged for full price of the part and any applicable shipping.

Subject to the terms and conditions of the Limited Warranty as set forth herein (the "Terms and Conditions of Warranty"), a Product shall be considered a "Deficient Product" if Buyer provides written notification of the occurrence of the following within the associated warranty period enumerated below and proves to BELL ATM SERVICE's satisfaction that the defect exists.

The Limited Warranty applies exclusively to the Buyer, and third parties will have no rights or benefits under the Limited Warranty. The Limited Warranty is non-assignable, except upon the written consent of BELL ATM SERVICE. Claims for a breach of the Limited Warranty can only be made: (i) during the relevant Limited Warranty periods as set forth above, (ii) with a proof of purchase as was issued by BELL ATM SERVICE to Buyer which includes the Product purchase date and (iii) written notification of such Limited Warranty claim being given in writing within thirty (30) days of the alleged occurrence giving rise to the Limited Warranty claim to BELL ATM SERVICE at [sales@bellatm.com](mailto:sales@bellatm.com).

Subject to the exclusions and claim procedure set out below, the Company warrants each refurbished part to be free from defects in materials and workmanship that performs under normal use and service. The Company will, at its option and discretion, repair or replace any system or system component that is defective in materials or manufacture within a specific timeframe after purchase—the Warranty Period (the "Warranty"). Additionally, specific items within the system may have extended warranty protection as noted.

The Company shall be entitled, at its discretion, to use new and/or reconditioned parts or products in performing warranty repair or providing a replacement Product in accordance with the Warranty Coverage.

If the Company repairs or replaces a Product in accordance with the Warranty Coverage, the Warranty will continue to apply and remain in effect for the balance of the Warranty Period calculated from the date you purchased the Product from the Company (the "Date of Purchase") and not the repair or replacement date.

If the Company chooses to offer a credit towards the purchase of new Product in accordance with the Warranty Coverage, then the warranty applicable to the new product shall apply. All credits must be used within 90 days of issuance from the Company towards the purchase of new Product or such credits become null and void.

Shipping the Product to the Company's factory remains at the expense and responsibility of the Buyer. The Warranty does not cover import fees, duties, and taxes.



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### **What the Warranty Does Not Cover**

The Warranty does not provide coverage for the following which are expressly excluded from the Warranty:

Failure due to normal wear and tear of the Product;

Failure caused by improper user programming of Product settings through computer software supplied with or associated with the Product;

Failure due to accident, abuse, misuse, liquid contact, neglect, improper installation, generalized corrosion, biological infestations, or input voltages that create operating conditions beyond the maximum or minimum listed in the Company's specifications;

Products which have been repaired or altered other than by the Company or as authorized by its employees or agents;

Products that have their original identification (including, but not limited to, trademarks or serial numbers) markings defaced, altered, or removed;

Products utilized as a component part of a product expressly warranted by another manufacturer;

Operation or storage of the Product outside the specification ranges disclosed by the Company, and/or alteration or deployment of the Product other than in accordance with any published or provided user, storage, or maintenance requirements; Specifically, the warranty does not cover storage of the Product for more than 180 days.

Failure that is in any way attributable to the improper use, storage, maintenance, installation, or placement of the Product;

Failure caused by use in violation or contravention of any applicable laws, statutes, rules, regulations, and ordinances or any applicable standard, code, or instructions for use in installations, including, but not limited to, those contained in the National Electrical Code and published by the Standards for Safety of Underwriters Laboratory, the International Electrotechnical Commission, the American National Standards Institute, and the Canadian Standards Association;

Failure caused by any acts of God, including, but not limited to, earthquakes, lightning strikes, and flooding; and

Any additional costs required to repair or replace the defective Product, including, but not limited to, legislatively imposed fees where applicable.

### **Restrictions and Limitations to Warranty**

The Company is not responsible for repairs, disassembly, or re-assembly of other products that are not supplied, provided, or sold by the Company. The Company is not liable for any losses, expenses, damages, or costs incurred by you incidental or collateral to the Warranty, including, but not limited to, shipping, retrieval, and redeployment of the Product.

This Warranty is not transferable or assignable by you and only applies to you. Upon written notice to you, the Company may assign this Warranty. In other words, warranty claims can only be made by the company that purchased the products from the Company.

The Company does not warrant the results obtained from the implementation of recommendations made by the Company or its authorized distributors concerning the use, design, or application of the Product.

You assume all responsibility and liability for loss or damage resulting from your handling or use of the Product. The onus is on you to provide evidence satisfactory to the Company that any event that may invalidate the Warranty has not occurred, including, but not limited to, providing evidence of specific storage, maintenance, or operational procedures to assure Product performance.

The Company has the sole discretion in determining the validity of any Warranty claim and reserves the right to determine the cause of Product defect including examining patterns in Product usage, trends in Product failure, and to review your documentation of installation, use, maintenance, storage procedures, and test results.

The Company's liability on any claim, whether in warranty, contract, negligence, or any other legal theory, for loss, damage, or injury arising directly or indirectly from or in relation to the use of the Product shall in no event exceed the purchase price paid by you for the Product as stated in the original invoice.



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The repair or replacement of the Product or granting of credit by the Company in accordance with the Warranty Coverage shall be your sole remedy and IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY YOU WHETHER FORSEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF GOODS (EXCLUDING THE PRODUCT), LOSS OF BARGAIN, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, OR LOSS OF REPUTATION.

The Warranty set out above is the sole warranty granted by the Company with respect to the Product. No oral understanding, representations or warranties shall be of any effect and the Company makes no further warranties, express or implied, concerning the Product other than the Warranty. You, where permitted by applicable law, hereby expressly waive any statutory or implied warranties including, but not limited to, that the Product shall be merchantable, fit for a particular purpose, or durable. All other warranties, conditions, and representations are hereby cancelled and are null and void. This Warranty may only be modified or amended by written agreement signed by the Company.

This Warranty Terms shall be governed exclusively by the laws of the state of Colorado, United States excluding rules of international law that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply to this Agreement. If Buyer's principal place of business is located within the United States, the parties hereby irrevocably attorn and submit to the exclusive jurisdiction of Colorado, United States of America in respect of all disputes arising under or in respect of this Agreement. If Buyer's principal place of business is located outside of the United States of America, then all disputes arising out of or in respect of this Agreement shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Denver, Colorado, United States of America. The language of the arbitration shall be English.

To the extent that this Warranty is inconsistent with mandatory applicable laws, this Warranty shall be deemed modified to be consistent with such mandatory applicable local laws.

BELL ATM SERVICE shall, at its sole option and discretion, either repair or replace with a comparable product, or give a credit to Buyer ("Remedy"). Buyer and BELL ATM SERVICE acknowledge and agree that the Remedy is BELL ATM SERVICE's sole and exclusive obligation and Buyer's sole and exclusive remedy under this Limited Warranty and with respect to the Product. Where a Deficient Product is no longer being manufactured by BELL ATM SERVICE, BELL ATM SERVICE reserves the right to supply another type. Absence of BELL ATM SERVICE's receipt of written notification within the applicable warranty period in compliance with the terms and conditions set forth herein shall constitute a waiver of all claims under the Limited Warranty.

BELL ATM SERVICE's performance of a Remedy shall not cause the beginning of a new warranty period, nor otherwise extend the applicable warranty period. BELL ATM SERVICE's cumulative aggregate liability under this Limited Warranty shall not exceed the original purchase price of the Product. Buyer shall bear all costs of shipment and transportation related to the repair or replacement of Deficient Product.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, BELL ATM SERVICE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER REGARDING THE PRODUCT AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

IN NO EVENT SHALL BELL ATM SERVICE BE LIABLE FOR, AND BUYER HEREBY AGREES TO INDEMNIFY BELL ATM SERVICE FROM AND AGAINST, ANY AND ALL CLAIMS AND COSTS, INCLUDING ATTORNEY'S FEES, ARISING IN ANY WAY FROM THE SALE, USE OR INABILITY TO USE THE PRODUCT, BASED ON: LOSS OF USE, REVENUE OR PROFIT; DIRECT, INDIRECT, SPECIAL, PUNITIVE, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGE; OR INJURY TO PERSONS OR PROPERTY.

The rights, obligations and limitations contained herein are specifically negotiated as part of the agreement between the parties, and represent the specific intent to allocate risks, including those arising due to each party's own negligence or breach, and the potential of the Limited Warranty failing of its essential purpose.



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Neither the sales personnel of BELL ATM SERVICE nor its distributors are authorized to make warranties or representations, whether oral or written about the Products beyond those set forth in these Warranty Terms and Conditions, and no other warranties are given to Buyer other than the Limited Warranty set forth herein. These Warranty Terms and Conditions constitute the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement and supersedes all prior agreements, warranties, or statements regarding Products or any warranty associated with the Products. These Warranty Terms and Conditions cannot be amended, altered or modified in any way except in writing signed by an authorized officer of BELL ATM SERVICE. These Warranty Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws.