

Limited Guarantee

This document outlines the limited guarantee which applies to the Equipment manufactured by TCGM.

1 Limited Guarantee Overview

- 1.1 This document represents a limited guarantee agreement (the “Limited Guarantee”) between the Customer and the Service Provider.
- 1.2 This Limited Guarantee forms an extension of the Customer Agreement. The definitions and terms outlined in the Customer Agreement are extended for use herein.
- 1.3 This Limited Guarantee applies to all Equipment sold by the Service Provider world-wide, within the region the Equipment was delivered. Regions are hereby defined as:
 - a) North America
 - i. Including the State of Hawaii
 - b) South America
 - c) The United Kingdom and Ireland
 - d) Europe
 - e) Asia
 - f) Africa
 - g) Australia and New Zealand
- 1.4 Any subsequent purchasers or transferees must return the Equipment to the region of the original purchase to receive service regardless of the region in which such purchaser or transferee may have purchased the Equipment, unless agreed upon by TCGM in writing.

2 Transfer of Guarantee

- 2.1 This Limited Guarantee is transferrable at no cost to any person(s) who subsequently and lawfully assume(s) ownership of the Equipment after the first retail purchaser within the described limitations of this Limited Guarantee.

3 Duration

- 3.1 This Limited Guarantee is valid for the following periods, based on the plan selected by the Customer per their Customer Agreement:
 - a) Rental – For the duration of the rental period
 - b) Rent to Own – For one year from the Delivery date
 - c) Purchase – For one year from the Delivery date
- 3.2 This period may be extended by purchasing an additional Limited Guarantee, with pricing determined at the time of the purchase of the additional Limited Guarantee, except that the automatic renewal of this Limited Guarantee under clause 3.5 shall be priced in accordance with that clause.
- 3.3 Additional Limited Guarantees may only be purchased for the Equipment:
 - a) During the effective period of an existing Limited Guarantee;
 - i. additional Limited Guarantee purchased during an active Guarantee period will extend the period of the active Guarantee;
 - b) No later than fourteen (14) calendar days from the end of the previous Limited Guarantee period which covered the Equipment;
 - c) Within thirty (30) calendar days following the exchange of the entirety of the Equipment with new or refurbished Equipment provided by the Service Provider.
- 3.4 Any Modules or components sent to the Customer by the Service Provider, whether replaced under this Limited Guarantee or purchased separately from the Service Provider, are individually guaranteed under this Limited Guarantee for a period of thirty (30) calendar days or one hundred (100) hours of ART, whichever occurs first.
- 3.5 Renewal of this Limited Guarantee is governed by the Customer Agreement.

4 Shipping

4.1 Shipping charges for any materials, Modules or components required for repair efforts under this Limited Guarantee shall be borne by the Service Provider if those repair efforts are:

- a) required for repair of the Equipment during the first thirty (30) calendar days following the Delivery date or one hundred (100) hours of ART, whichever occurs first;
- b) required to supplement the repair of a Module replaced within thirty (30) calendar days of the Module's delivery

4.2 All shipping charges not covered by clause 4.1 shall be borne by and charged to the Customer.

4.3 The Customer is strongly advised to retain the original packaging used to ship the Equipment and Modules to avoid additional expense if return shipping is required.

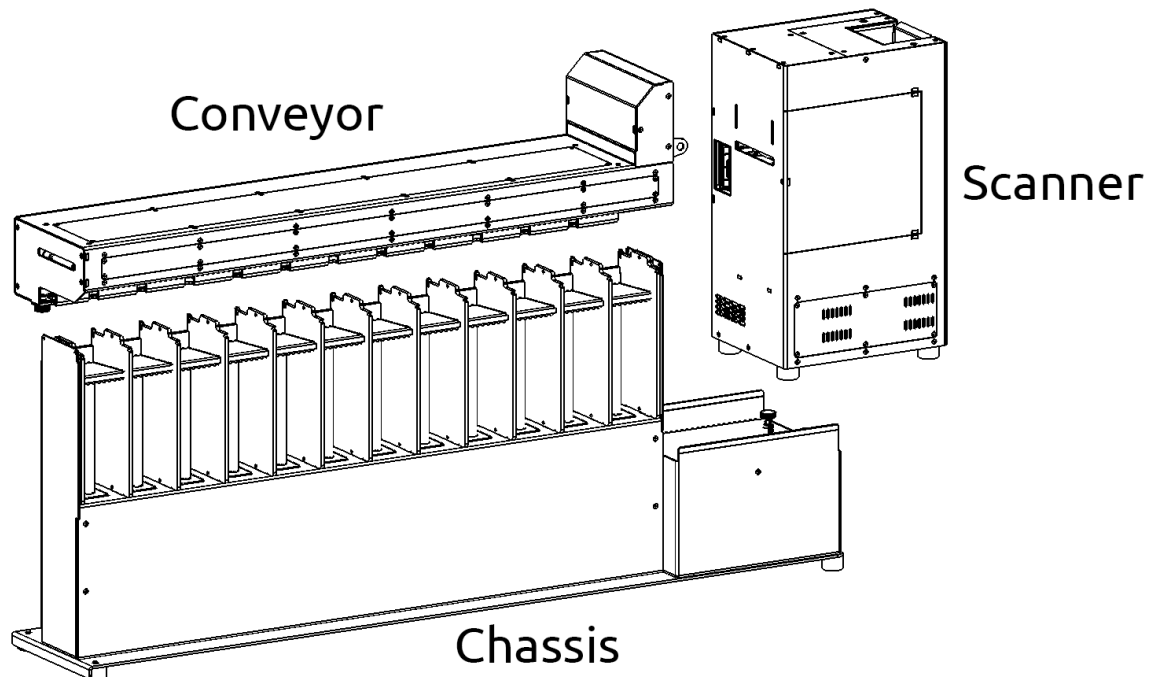
5 Shipping Damage

5.1 Upon receiving notice of delivery from the courier, the Service Provider will notify the Customer that the Equipment has been delivered within one Business Day, in accordance with the notice provisions of the Customer Agreement. If damage occurs to the Equipment, Modules or other parts during transit to the Customer, the Customer must inform the Service Provider within twenty-four (24) hours of that notice.

5.2 To prevent disputes, the Customer is strongly encouraged to take photos when the package arrives at their premises. The Customer may refuse delivery if the package appears to be damaged.

5.3 If the Service Provider does not receive notice of shipping-related damages from the Customer within twenty-four (24) hours of the Service Provider's notice to the Customer under clause 5.1, the Service Provider will have no obligation to cover the costs of replacement Equipment or parts under this Limited Guarantee.

6 Modules



6.1 Modules (the "Conveyor", "Chassis", and "Scanner") are individual components of the Equipment, which may be swapped out for ease of repair or upgrades.

6.2 Modules will be shipped by courier as arranged by the Service Provider. Upon delivery of a replacement Module to the Customer, the Customer will, with assistance from the Service Provider, have seven (7) calendar days to install the replacement Module.

- 6.3 The Module being replaced shall, unless expressly communicated otherwise in writing by the Service Provider, be packed by the Customer in the same manner and using the same packaging as the replacement Module was delivered to the Customer. Once the Module being returned is ready for pickup by a courier designated by the Service Provider, the Customer shall notify the Service Provider. This notification shall constitute the notice of return (the “Notice of Return”).
- 6.4 Unless waived by the Service Provider in writing, if the Customer fails to provide Notice of Return the Customer shall be charged a fee of **\$25 USD** for each calendar day which elapses beyond seven (7) calendar days from the date of delivery of the replacement Module, up to a maximum of thirty (30) calendar days’ accrual. The Parties agree this fee is a genuine pre-estimate of the Service Provider’s loss and not a penalty, to the extent permitted by applicable law. If the Module has not been returned within that thirty (30) day period, the Service Provider may instead invoice the Customer for the replacement cost of the Module, in addition to any other remedy available under the Customer Agreement or applicable law.
- 7 Reasonable Time for Repairs**
- 7.1 The Customer agrees that the Service Provider shall be allowed a reasonable amount of time to make repairs to the Equipment, and the Service Provider will promptly provide repair time estimates to the Customer in writing.
- 8 Card Damage**
- 8.1 The Service Provider shall make all reasonable efforts to repair the Equipment to meet the standard of Proper Function and Operation.
- 8.2 Isolated or minor card damage, such as light scratching or marking, occurring during normal use of the Equipment is not evidence of a defect and is not covered under this Limited Guarantee. Where cards are torn, cut, or otherwise significantly damaged with a frequency inconsistent with normal operation, the Service Provider will repair the Equipment to remedy the cause. Whether the frequency or severity of card damage is inconsistent with normal operation is determined by the Service Provider, acting reasonably.
- 9 Tax**
- 9.1 Some jurisdictions and/or local governments may require the collection of taxes for repairs. Where applicable law allows, these taxes are the responsibility of the Customer.
- 10 Guarantee Coverage, Limits and Disclaimer**
- 10.1 While in effect, this Limited Guarantee assures the Customer against defects in materials and workmanship in any part of the Equipment. Where such a defect exists, the Service Provider will repair or replace the Equipment, or the affected Module or component, at the Service Provider’s option, to remedy the defect, subject to the terms of this Limited Guarantee. If the Service Provider has made a reasonable number of attempts to repair the same defect without success, the Service Provider may instead replace the Equipment. Repair or replacement under this Limited Guarantee is the Customer’s sole and exclusive remedy for a covered defect.
- 10.2 The Service Provider’s disclaimers of warranties and limitations of liability are set out in the Liability section of the Customer Agreement and apply to this Limited Guarantee.
- 10.3 This Limited Guarantee also covers the repair or replacement of parts that have become worn through normal use of the Equipment during the Guarantee period.
- 10.4 The Limited Guarantee does not cover physical damage to the Equipment, whether accidental or deliberate, including damage caused by or resulting from abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including but not limited to:
- a) accidents, collisions or objects striking the machine;
 - b) installation of the Equipment outdoors;
 - c) theft, vandalism or riot;
 - d) installation of non-genuine parts or accessories;
- 10.5 The Limited Guarantee does not cover damage or malfunction caused by or resulting from the environment or an act of God.

10.6 In addition to the above exclusions and limitations, the Limited Guarantee does not include coverage for general appearance, noise, vibration or cosmetic damage.

10.7 The Limited Guarantee does not cover Cleaning Consumables or provided tools.

11 Statutory Rights

11.1 **Australia.** Where the Customer is a “consumer” for the purposes of the Australian Consumer Law, the following statement is required by law and forms part of this Limited Guarantee:

- a) Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
- b) This Limited Guarantee is given by the Service Provider: TCG Machines Inc., of 7019 8 Street NE, Calgary, Alberta, Canada, T2E 8A2, telephone 587.600.8244, email support@tcgmachines.com. To make a claim under this Limited Guarantee, the Customer must notify the Service Provider using the details above and follow the claim and notice procedures set out in this Limited Guarantee; the allocation of shipping and related expenses is dealt with in section 4.

12 Modifications and Waivers

12.1 No person or entity, including but not limited to, an employee or authorized representative of the Service Provider, can modify or waive any part of this Limited Guarantee, except as expressly provided in clause 3.5 (Automatic Renewal).

12.2 The Service Provider may occasionally offer to pay a portion or all the cost of certain repairs to the Equipment that are not covered by the Limited Guarantee on an ad hoc basis.

12.3 The Service Provider reserves the right to do the above, and TCGM reserves the right to make changes to machines manufactured or sold by TCGM and the applicable guarantees, at any time, without incurring obligation to make the same or similar payment or changes for machines TCGM previously manufactured or sold, or applicable guarantees including this Limited Guarantee.

12.4 Nothing herein shall imply that any TCGM product is free of defects.

13 Voided Guarantee

13.1 The Customer is responsible for the proper operation of the Equipment. The Limited Guarantee may be declared void if but not limited to:

- a) failing to comply with recall advisories;
- b) failing to comply with repair instructions from the Service Provider, or performing or arranging for an improper repair, or any repair other than in accordance with the Service Provider’s authorized repair guides and procedures;
- c) improper operation of the Equipment;
- d) defacing or altering the Equipment or Module serial numbers;
- e) if the Equipment has been labelled as dismantled, fire-damaged, flood-damaged, rebuilt, salvage, irreparable, or a total loss;
- f) the Equipment is declared a total loss by an insurance company.

14 Definitions

14.1 **ART – Active Run Time**, is the amount of time the Equipment has been actively processing cards. This is measured cumulatively as time in which one or more of the electric motors within the Equipment are spinning and an active sorting session is in progress.

14.2 **Cleaning Consumables** – disposable or expendable items used to clean, calibrate or maintain the Equipment during normal operation, including cleaning cards, cleaning solution, swabs and similar items.