



## **Triton Systems of Delaware, LLC Warranty Statement**



Triton Systems of Delaware, LLC  
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## **TRITON WARRANTY STATEMENT**

**The Manufacturer warrants that the products delivered to a distributor will perform in accordance with the Manufacturer's published specifications as detailed below from date of shipment from Long Beach, MS.**

The Manufacturer's warranty shall not apply to any damage resulting from abuse, negligence, accident, or to any loss or damage to the Products while in transit.

Written notice and explanation of circumstances surrounding any claims that the Products have proved defective in material or workmanship shall be given promptly from the Distributor to the manufacturer. No claim may be made, or action brought, by or through a Distributor after the expiration of the warranty period following any alleged breach of warranty. **DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF DEFECT IS EXPRESSLY LIMITED TO THE REPLACEMENT OR CORRECTION OF SUCH DEFECTIVE PARTS BY THE MANUFACTURER AT ITS ELECTION AND SOLE EXPENSE, EXCEPT THAT THERE SHALL BE NO OBLIGATION TO REPLACE OR REPAIR ITEMS WHICH BY THEIR NATURE ARE EXPENDABLE.** If Manufacturer is unable to replace or repair the defective parts, Manufacturer shall refund to the Distributor that portion of the purchase price allocable to such goods.

No representation or other affirmation of fact not set forth herein, including but not limited to statements regarding capacity, suitability for use, or performance of the goods, shall be or be deemed to be a warranty or representation by the Manufacturer for any purpose, nor give rise to any liability or obligation of the Manufacturer whatsoever.

**EXCEPT AS SPECIFICALLY PROVIDED IN THIS DOCUMENT, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE.**

### **LIMITATION OF LIABILITY**

**IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR LOSS OF PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY BREACH OF THIS CONTRACT OR OBLIGATIONS UNDER THIS CONTRACT.**

### **DEFENSE OF INFRINGEMENT CLAIMS**

If notified promptly in writing of any action (and all prior claims relating to such action) brought against the Distributor based on a claim that the Distributor's use of the goods infringes a patent or other intellectual property right, and if given access by the Distributor to any information the Distributor has regarding such alleged infringement, the Manufacturer agrees to defend the Distributor in such action at its expense and will pay any costs or damages finally awarded against the Distributor in any such action, provided the Manufacturer shall have had sole control



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of the defense of any such action and all negotiations for its settlement or compromise. In the event that a final injunction shall be obtained against the Distributor's use of the goods or any of their parts by reason of infringement of a patent or other intellectual property right or if in the Manufacturer's opinion the goods are likely to become the subject of a claim of infringement of a patent or other intellectual property right, the Manufacturer will, at its option and at its expense, either procure for the Distributor the right to continue using the goods, replace, or modify the same so they become non-infringing or grant the Distributor a credit for such goods as depreciated and accept their return. The depreciation shall be an equal amount per year over the lifetime of the goods as established by the Manufacturer. The Manufacturer shall not have any liability to the Distributor under any provision of this clause if any infringement, or claim thereof, is based upon: (i) the use of the goods in combination with other goods or devices which are not made by the Manufacturer; (ii) the use of the goods in practicing any process; (iii) the furnishing to the Distributor of any information, data, service, or applications assistance; or (iv) the use of the goods with modifications made by the Distributor. The Distributor shall hold the Manufacturer harmless against any expense, judgment, or loss for infringement of any patent or other intellectual property right which results from the Manufacturer's compliance with the Distributor's designs, specifications, or instructions. No costs or expenses shall be incurred for the account of the Manufacturer without the written consent of the Manufacturer. **THE FOREGOING STATES THE ENTIRE LIABILITY OF THE MANUFACTURER WITH RESPECT TO INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE GOODS OR ANY PART THEREOF, OR BY THEIR OPERATION.**

#### **INTERPRETATION AND OTHER PAROL EVIDENCE**

This writing is intended by the parties as final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in these terms and conditions. Acceptance or acquiescence in a course of performance rendered under these terms and conditions shall not be relevant to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code, as adopted in Mississippi, is used in these terms and conditions, the definition contained in the Code is to control.

#### **MODIFICATIONS**

These terms and conditions can be modified or rescinded only in writing, signed by both parties or their duly authorized agents.

#### **WAIVER INEFFECTIVE**

No claim or right arising out of or relating to a breach of these terms and conditions can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Waiver by either the Manufacturer or Distributor of a breach by the other of any provision of these terms and conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.



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## **STATUTE OF LIMITATIONS**

Any action by the Distributor or Manufacturer for breach of these terms and conditions must be commenced within one (1) year after the cause of action has accrued.

## **APPLICABLE LAW**

These terms and conditions shall be governed by and construed in accordance with the provisions of the Uniform Commercial Code as adopted by the State of Mississippi.

## **BANKRUPTCY**

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Distributor, or in the event of the appointment, with or without the Distributor's consent, of an assignee for the benefit of creditors or of a receiver or of a liquidator, then the Manufacturer shall be entitled to cancel any unfilled part of these terms and conditions without any liability whatsoever.

## **All Rights Reserved**

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The information in this publication has been carefully checked and is believed to be accurate. However, Triton Systems of Delaware, LLC assumes no responsibility for any inaccuracies, errors, or omissions that may be contained in this document. In no event will Triton Systems of Delaware, LLC be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect or omission in this manual, even if advised of the possibility of such damages.

In the interest of continued product development, Triton Systems of Delaware, LLC reserves the right to make improvements in its documentation and the products it describes at any time, without notice or obligation.

## **PARTS ONLY LIMITED MANUFACTURER'S WARRANTY**

### **ATMs**

Triton Systems of Delaware, LLC warrants the components of each model listed in Addendum 1 to the Domestic Sales/Maintenance Representative Distributor Agreement, excluding software and related documentation, against any defect in materials and/or workmanship for a period of thirteen (13) months from the shipping date. If a component fails due to defects in materials and/or workmanship within the warranty period, Triton will furnish a new or refurbished component, at its discretion. Triton shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to Triton at the purchaser's expense. Triton shall not be responsible for misuse or abuse of a unit, and any



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attempts to remove or deface the serial number or date code on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by Triton shall void this warranty.

### **Smart Safes**

Triton Systems of Delaware, LLC warrants the components of each model listed in Addendum 2 to the Domestic Sales/Maintenance Representative Distributor Agreement, excluding software and related documentation, against any defect in materials and/or workmanship for a period of four (4) months from the shipping date. If a component fails due to defects in materials and/or workmanship within the warranty period, Triton will furnish a new or refurbished component, at its discretion. Triton shall not be responsible for labor or other costs associated with installing the component, and the failed component shall be returned to Triton at the purchaser's expense. Triton shall not be responsible for misuse or abuse of a unit, and any attempts to remove or deface the serial number or date code on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by Triton shall void this warranty.

### **Limited Warranty covers normal use. Triton does not warrant or cover damage:**

- occurring during shipment of the equipment or components from or to Triton's facilities;
- caused by accident, impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
- caused by a disaster such as fire, flood, wind, earthquake, lightning, or other acts of God;
- caused by failure to provide a suitable installation environment for the equipment, including but not limited to, faulty wiring in the building in which the equipment is installed, installation in a facility with uncontrolled environmental conditions, failure to provide a dedicated electrical circuit on which the equipment operates, and/or lack of proper earth grounding for the equipment;
- caused by the use of the equipment for purposes other than those for which it was designed;
- resulting from improper maintenance; and
- caused by any other abuse, misuse, mishandling, or misapplication.

Under no circumstances shall the Manufacturer or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the equipment, or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, purchaser's time, the claims of third parties, including customers, and injury to property.

### **DISCLAIMER OF WARRANTIES**

The warranty stated above is the only warranty applicable to this product. All other warranties,



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expressed or implied (including all implied warranties of merchantability or fitness for a particular purpose or quality of service), are hereby disclaimed. No oral or written information or advice given by the Manufacturer, its agents, or employees shall create a warranty or in any way increase the scope of this warranty.

#### **OTHER CLAIMS: SHIPPING DAMAGE**

All equipment is shipped FOB, Manufacturer's facilities. The organization or individual who has purchased the equipment assumes responsibility for the equipment once it leaves the Manufacturer's facilities.

Should the equipment be damaged in the process of shipment or delivery to your place of destination, we recommend the following course of action:

- If possible, call the shipping company before the driver leaves your delivery site. Make note of the damage on the "receipt of delivery" paperwork. If this is not possible, call them as soon as possible to report the damage.
- Take photographs of the damaged packaging prior to opening the boxes. If this is not possible, make note of key points, such as whether the equipment is on a pallet, if the banding is intact, how the boxes are damaged, etc. Keep all of the packaging for inspection by the shipping company.
- If you unpack the equipment, take photographs of the damaged equipment. If this is not possible, make note of the damages.
- You must file a claim with the shipper for shipping damages immediately after reporting the damages.

Should you specify the carrier, we recommend that you explore with this chosen carrier the policies and procedures regarding shipping damage claims prior to selecting them as your preferred carrier.

If the equipment receives structural damage and is in an un-installable condition, the Manufacturer will work with you to arrange for a replacement unit to be shipped as soon as possible. The purchaser will be billed for the replacement unit. The Manufacturer's Repair Technicians will repair the damaged unit after it is returned to our facilities. We will credit the purchaser's account for the full purchase price of the damaged unit, minus the cost of returning the unit to "like new" condition. Under no circumstances does the Manufacture authorize anyone to complete structural damage repairs in the field. Therefore, we will not ship primary structural parts, such as a cabinet head or main cabinet body, for repair in the field.