



Global POS Solutions

TERMS AND CONDITIONS OF SALE

ORDERING. Posplanet.net is a website ran and maintained by Optimum Pos Solutions. Orders and/or quote requests if not taken on site by an Optimum Pos Solutions representatives, may be submitted online at www.posplanet.com, by email or by phone at (702) 485-1975. **PAYMENT.** We accept cash, company checks, leasing company checks, cashier's checks and credit cards. All credit cards payments are to be made on our website through PayPal secured and encrypted payment page. Credit card payments are accepted on the website up to \$9,000. Split credit card payment or check is required for any payment above \$9,000.00. All orders are payable in full at the time of ordering. **SHIPPING & DELIVERY.** All orders are shipped promptly and as specified below. Buyer bears all shipping costs. Orders are always shipped GROUND, unless other arrangements are made at the time of ordering. Any extra cost resulting from special shipping request is customer's responsibility. For orders without onsite installation, delivery takes from two to five business days. When paying by check, a two to seven business days hold is placed by the bank(s). If such occurs, the same delay would apply to shipping/delivery dates. For orders with onsite installation, depending on the destination, two to four business weeks advanced notification is required between the date of the order and the first day of installation. Orders, delivery and/or installation will be automatically cancelled if payment is not received. If received after substantial delay, the same delay will apply to shipping, delivery and/or installation. All boxes must be inspected at the time of the delivery, before signing the release to the delivery driver and then stored in a dry safe and secured place to avoid theft or damages. Any visible or obvious damage to the boxes at time of delivery must be reported immediately to delivery driver and to Optimum Pos Solutions before signing the delivery slip, or shipment must be refused for same reason. Notification of damages must be recorded as well on shipping receipt. Pictures of the damage are also required in any case to document the claim. If in doubt, consult with Optimum Pos Solutions first. Any damages discovered after delivery and/or after opening the boxes, need also to be documented and reported immediately. If the equipment is defective, but not damaged, the replacement or repair will be covered by the corresponding manufacturer's warranty. In case of installation onsite by an Optimum Pos Solutions technician, follow the same directives as above but do not open the boxes after accepting delivery. Boxes are to be opened by Optimum Pos Solutions installer. In any case, Optimum Pos Solutions will make sure that any damage to equipment caused by shipper, defects or missing parts, due to manufacturers' negligence, are taken care of by the responsible party in a timely manner. Any damaged equipment will be replaced only after the cause of damage has been determined and the responsible party has been identified. All equipment repair and/or replacement costs associated with the equipment being damaged onsite and after delivery, by any party other than Optimum Pos Solutions technician, are customer's entire responsibility. Optimum Pos Solutions does not ship COD. **EXCHANGE. All sales are final.** No returns accepted. **Only exchanges** are accepted according to the following: all equipment is covered under manufacturers' warranty (parts, labor and return shipping ~ not forward shipping unless also provided by manufacturer). Warranty is automatically voided, and exchange will not be provided, if the problem is due to an Act of God such as, but not limited to, extreme weather conditions, earthquake, flood, fire, tornado, accident of any type, power outage, power surge, intentional or unintentional damage by any individual, animal or entity, equipment has been mishandled, hit, dropped, spilled on, broken, stolen, modified and/or disabled by third party individual or software, and/or foreign material, accidentally or not, or foreign objects have been inserted inside. In other words, any failure or breakage due to anything other than the equipment or its components failure or assembly defects will not be covered under the manufacturer warranty. If the shipper is responsible for the damage, the equipment will be replaced by new one in a timely manner. Each case being different, it will be handled accordingly by optimum Pos Solutions. **There is no exchange, return or refund on any software products or malfunction of any software products, third party applications and/or**

operating system pre-installed. Exchange is accepted and processed after an RMA # (Returned Merchandise Authorization number), has been issued to the customer by the manufacturer. Optimum Pos Solutions can facilitate such exchange but only if customer has a valid annual service support agreement. No exchange will be accepted without RMA #. Instructions and RMA # will be provided upon its request. If a product is defective within thirty days of the delivery date, and according to the previous conditions described above, it will be replaced. After thirty days, it will be replaced or repaired depending of the gravity of the defect and at manufacturer's discretion. During the first thirty days, the defective product must be returned in its original packaging, so it is strongly recommended to keep the original boxes at least thirty days. RMA request must be made to Optimum Pos Solutions or to the manufacturer, or both, whichever applies, within thirty days of the order date and have a valid Return Merchandise Authorization number (RMA #). **ATTENTION: It is the buyer's responsibility to ensure that all products and services, and particularly software, fit buyer's needs, staff needs and business needs BEFORE purchasing any equipment or software.** No return or refund will be accepted based on customers complain that the software doesn't cover or achieve or reach or fit all their needs and expectations. Demo disc, demo on site or online demo are available to customers upon request, at any time before making their purchase to help in their decision process. Optimum Pos Solutions staff is also available 24/7 to answer any questions prior to customers' decision to buy. Extensive information is available online as well at www.optimumpos.com , www.aldelo.com, www.infotouch.com and www.logivision.com . Specific requirements or special requests, if any, must be transmitted to Optimum Pos Solutions prior to purchasing any products and/or services in order for Optimum Pos Solutions to confirm if those requirements and/or special requests will be or can be met by the software, the equipment and/or the services. **Dissatisfaction, financial distress, disappointment and/or change of mind are not acceptable reasons for any claim, refund or exchange of any kind, anytime.** Customers must make up their mind carefully before signing up on any purchase.******All sales are final and non-refundable******

FINANCING & PAYMENT ARRANGEMENTS. Optimum Pos Solutions and any of its subsidiaries do not extend any financing directly. Any request for financing will be forwarded to one of our financing partners. In very specific cases, and for local buyers only, a payment arrangement may be extended. If such is the case, buyers agree to return all the equipment if any or all of the payment arrangements have not been fulfilled and paid for. In case of refusal by buyer to return the equipment, a formal complaint will be made to the court and the authorities in order to recover the equipment with the sheriff department help.

LICENSING. Software, programs, including operating system and applications pre-loaded on computers are licensed pursuant to the manufacturers', suppliers', or publishers' terms and conditions, provided with each corresponding product. No additional license or right is represented or issued or implied by Optimum Pos Solutions and any of its subsidiaries. Optimum Pos Solutions and any of its subsidiaries will not held liable for any damage or mishaps or any loss of business and/or financial loss or profit loss due to use or misuse or malfunction of such software, programs, applications or operating system.

SUPPORT. If after referring to the user's manual for assistance, there are unsolved issues with any product purchased from Optimum Pos Solutions or its subsidiaries, contact customer service for assistance at (702) 485-1975. Optimum Pos Solutions always offer free support with every software and/or equipment purchase.

WARRANTY. All products are covered under the manufacturers' warranty. During that time, Optimum Pos Solutions will arrange for, or assist with repair or replacement of any manufactured system in whole or part, only if customer has a valid support service agreement with Optimum Pos Solutions. Optimum Pos Solutions reserves the right to verify / troubleshoot defects before replacement or repair. Optimum Pos Solutions does not cross ship or swap, unless prior agreement has been arranged between parties, or offered by manufacturer directly. Physical damage, intentional or unintentional, and/or user modifications to any product or equipment by anyone but Optimum Pos Solutions technician, will void any and all warranties. Support agreement, if any, will not cover such incidents. Malfunction as a result of user modifications of factory-installed software, including operating system and/or applications, is not covered under warranty and/or support agreement, and will result in repair or support costs to the buyer. Warranty does not cover Windows operating system problems or corruption or updates. Uninterrupted, error-free operation of a product is not warranted, nor does Optimum Pos

Solutions warrant, imply or insure that any product acquired (software or hardware) will meet specific requirements not discussed prior to any purchase. Original manufacturers' or publishers' warranty supersede this warranty. Optimum Pos Solutions does not offer warranty services directly. For assistance with manufacturers' warranty, send email to aldelo@optimumpos.com, or call (702) 485-1975. All repaired products covered under warranty will be returned by ground service. All shipping costs are always customer's responsibility unless manufacturer provides prepaid return labels. Optimum Pos Solutions never covers shipping costs. Neither these remedies nor any product support services are available outside the continental United States (other conditions and costs apply for Hawaii and Alaska). To the maximum extent permitted by law, in no event shall Optimum Pos Solutions and its subsidiaries be liable for any incidental or consequential damages whatsoever. Optimum Pos Solutions disclaims all other warranties, either express or implied, as to the merchantability of any product and/or its fitness for a particular purpose. **CANCELATION.** There is no cancellation fee for the whole order being canceled within 24 hours of the signing of the order if order has not been shipped and/or if nothing has been purchased to or shipped from manufacturers and/or if no payment has been received and processed. After 24 hours, only partial cancellation is accepted if part of the equipment will not be needed but up to a third of the amount originally purchased. **Absolutely NO cancellation accepted for any software license purchased.** There will be a 25% of payment received cancellation fee if the equipment cancelled has already been purchased and/or shipped by manufacturers. Manufacturers' invoices date and/or shipping tracking numbers will be proof of purchase and shipping. In case of partial cancellation of some of the equipment before equipment has been installed, and any time after the equipment has been shipped by manufacturers and/or received by Optimum Pos Solutions or the buyer, a restocking fee of 10% of the payment received for that piece of equipment will be retained, unless this equipment is exchanged for another of same or higher value. All shipping cost involved in such event are buyer's responsibility. A credit for the equipment cost can also be applied to buyer's account for future transactions. **REFUND. All sales are final.** There is no refund on equipment, once it has been purchased from manufacturer and/or shipped by manufacturer, and/or if installation has been completed and/or at any time after that. If buyer does not like specific equipment, such equipment can only be exchange for another of same cost. Absolutely no refund or credit for services provided or prepaid support services. Refund only applies if Optimum Pos Solutions or manufacturers are unable to provide part or all of the equipment or product or services ordered, due to out of stock or product having been discontinued or any other reason making the delivery of such product impossible. In such case, refund is only for the value of the unavailable parts or services. Absolutely no refund, exchange or credit for any software products. **MENU BUILDING.** Menu building refers to the creation of the software database, not the creation of any list to be imported in the software. For us to create the database, the complete item list(s) with all the corresponding fields (Name, PLU, Price, Department, Sub-Department, etc...) must be provided to us by customer in a computer file that can be imported (Excel preferred). We do not build item lists nor do we count inventory at any time nor do we scan items into the database if no list is available. Our work consist only in importing the lists provided to us, into the software. Those lists (items, modifiers, wine, employees, etc...) must be provided in a timely manner so the database can be built promptly and on time. Building a database is a lengthy process and requires a reasonable amount of time to be done. This cannot be rushed. Since it is a repetitive process, errors can occur. ***It is customers' entire responsibility to verify that wording, names, tax rates, prices and all other data have been entered and/or imported correctly, before using the database or the software in "live" mode during business operation.*** Optimum Pos Solutions decline all responsibility and liability for any loss, financial or other and any inconvenience that could result from errors or mistakes accidentally entered or contained in the database. **SOFTWARE REGISTRATION & SYSTEM ACTIVATION.** No software can be registered or activated unless all payments have been received and processed by Optimum pos Solutions. NO EXCEPTION. Activation will be made locally or remotely through Internet connection. For customers without Internet access and without onsite installation, an Optimum Pos Solutions' technician will walk customer by telephone through the process of activation. **INTERNET SECURITY DISCLAIMER.** All equipment and software provided by manufacturers, credit card processors through Optimum Pos Solutions and its subsidiaries are certified PCI

compliant by those manufacturers and credit card processing companies. Optimum Pos Solutions and its subsidiaries assume no liability for customers' computers and/or network system security failure. Any computer connected to the internet is at risk if the system is being compromised. It is customers' entire responsibility to ensure that all the precautions and security measures pertaining to the security and protection of their computers and the data contained within, have been implemented. Optimum Pos Solutions and its subsidiaries assume no liability as for loss of data, data theft, hacking, network intrusion by any external unauthorized entity and/or any intrusion of the network and computers by any person or entity not authorized or not requested by customers. **DISCLAIMER.** When onsite installation is included, any and all non-major hardware or software issues, on products and services provided by or through Optimum Pos Solutions, remaining at the end of the last day of installation, are covered under the free service agreement and/or under the manufacturers' warranty. Remaining issues are usually minor in seriousness such as defective printer, defective card reader, some software configuration, missing cable or part, usually any issue that doesn't stop customer to do business and use the Pos system. Optimum Pos Solutions technicians always do their best to resolve those issues in a timely manner and within reasonable time. Those issues cannot be used as leverage or be construed as a reason for non-payment or withholding of the balance due if any. Optimum Pos Solutions cannot be held responsible and payment be withheld, because of delay caused by any other parties involved such as buyer, credit card processing company, third party software and/or hardware not provided by Optimum Pos Solutions, Internet provider, and/or any other third party contracted by buyer, and/or third party issues or any issues out of Optimum Pos Solutions control. In any case, and according to the above, the software cannot be activated if the remaining balance is being withheld. Optimum Pos Solutions reserves the right to suspend, cancel, deny, delay any help or service or software activation until the balance owed is paid in full. As a reminder, it is the buyer's responsibility to make sure before the order is completed that the software carries all the features and options needed to operate buyer's business. **OPTIMUM POS SOLUTIONS RESERVES ALL RIGHTS.**