

# Hardware Limited Warranty Statement

(As of: February 2, 2021)

QSR Automations, Inc. (“**QSR**”) warrants to the original purchaser that the products listed below (“**Product(s)**”) will be free from defects in material and workmanship under normal use for the period of time as shown in the table below for each specific Product, beginning on the date QSR invoices the initial purchaser (“**Warranty Period**”), subject to the terms, limitations, and exclusions detailed below.

<b>QSR Product</b>	<b>Warranty</b>
KP-4000 Bump Bar	3 Years
KP-7500 Bump Bar	3 Years
KP-9000 Wireless Bump Bar	3 Years
TB-1000 Touch Bump	3 Years
DE-4000 ePic Video Controller	1 Year
DE-4100 xCeed Kitchen Controller	1 Year
DX-3000 eXpert Hospitality Controller	1 Year
Elite F-Series All-in-One	1 Year
Elite D-Series All-in-One	1 Year
Any QSR Product not specifically listed within this table	1 Year
Elo I-Series for Android 8.1	3 Years
Kitchen Armor for Android 7.1	1 Year
Any parts sold by QSR and used by third parties to perform repairs on QSR Products	30 Days

During the Warranty Period, QSR will, at its sole and exclusive option, (i) repair or replace defective components or parts (“**Parts**”) of the Product with new Parts or serviceable used Parts that are substantially equivalent to the original installed Parts in function and performance or (ii) provide a replacement Product of QSR’s choosing that is the same or at least as equivalent as the Product covered under this Limited Warranty.

QSR owns all Parts removed from repaired Products, and all Products for which replacement Products are provided. Repair or replacement of a Product or Part shall not extend the Warranty Period. Replacement Parts are warranted to be free from defects in material and workmanship under normal use for a period of sixty (60) days beginning on the date of shipment from QSR’s facilities in the U.S. or the UK or for the remainder of the Warranty Period for the Product in which the replacement Parts are installed, whichever is longer.

QSR will, at its sole option, repair or replace Products covered under this Limited Warranty that are returned to QSR’s facility. This Limited Warranty shall not obligate QSR to provide warranty services at any location or site other than QSR’s facility. To request warranty service, you must call or e-mail QSR within the Warranty Period and, if warranty service is warranted, QSR will issue a Return Material Authorization Number (“**RMA**”) to you. You must then ship the Product(s) back to QSR in its/their original or equivalent packaging using the RMA so issued to you, prepay all applicable shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. In any instance in which QSR issues a RMA, QSR must receive the Product(s) prior to the expiration of the Warranty Period in order for the repair or replacement to be covered by this Limited Warranty. QSR will ship the repaired or replacement Products back to you, freight prepaid, from QSR Automations, Inc. if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions) or from QSR AI, LLC if you use an address in the UK. Shipments to other locations will be made freight collect. If QSR determines that the Product returned to QSR pursuant to a proper request for warranty service is not actually defective, then QSR reserves the right to charge a fair and reasonable fee for the testing, handling, and return shipment of the Product to you.

BEFORE YOU DELIVER THE PRODUCT FOR WARRANTY SERVICE, IT IS YOUR RESPONSIBILITY TO KEEP A SEPARATE BACKUP COPY OF THE SYSTEM SOFTWARE, APPLICATION SOFTWARE AND DATA; TO DISABLE ANY SECURITY PASSWORDS AND TO REMOVE ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION FROM THE PRODUCT. YOU WILL BE RESPONSIBLE FOR REINSTALLING ALL SUCH SOFTWARE, DATA AND PASSWORDS. DATA RECOVERY IS NOT INCLUDED IN THE WARRANTY SERVICE AND QSR IS NOT RESPONSIBLE FOR DATA THAT MAY BE LOST OR DAMAGED DURING TRANSIT OR REPAIR.

In the unlikely event the Product has a recurring failure, or QSR otherwise determines that repair or replacement of the Product covered by this Limited Warranty is not commercially practical or cannot be completed in a timely manner, then QSR, in its sole and exclusive discretion, may elect to refund the actual purchase price paid for the covered Product in lieu of further warranty obligations.

This Limited Warranty does not cover damage due to external causes, including Acts of God, accident, abuse, misuse, problems with electrical power, servicing not authorized by QSR, usage not in accordance with Product instructions, failure to perform preventative

maintenance, failure due to dust or dirt, and problems caused by use of parts or components not supplied by QSR. This Limited Warranty does not cover any items in the following categories: (i) software; (ii) user data; (iii) external devices; (iv) accessories or parts added to the Product after being shipped from QSR; (v) accessories or parts added to the Product that are not installed at a QSR facility; and (vi) consumables and supplies.

QSR DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. QSR IS NOT RESPONSIBLE OR LIABLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS THAT CAME WITH THE PRODUCT. THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT. ANY AND ALL OTHER WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY SPECIFICALLY DISCLAIMED BY QSR. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED IN ALL RESPECTS TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL QSR OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, GOODWILL, DATA OR USE OF THE PRODUCT, WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT OR ANY SOFTWARE WHICH ACCOMPANIES THE PRODUCT, EVEN IF QSR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUSTOMER AGREES THAT REPAIR OR REPLACEMENT, AS APPLICABLE, UNDER THE LIMITED WARRANTY DESCRIBED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY AS SET FORTH HEREIN. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. You are advised to consult applicable laws for a full determination of your rights. This Limited Warranty is governed by the laws of the Commonwealth of Kentucky.

These provisions apply to QSR's limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you may receive.

These warranty provisions do not apply to: (i) any Product repaired by parties other than QSR, or to any parts used for said repair purposes, even if the third party is authorized to purchase said parts from QSR for the purpose of providing such repairs; (ii) any QSR Product for which non-QSR supplied components or replacement parts are added by you or some other third party who is not specifically authorized by QSR to use said components or parts; or (iii) any hardware products not actually manufactured or assembled by QSR, even if said third-party hardware products were sold to you by QSR.

These terms and conditions constitute the complete and exclusive warranty agreement between you and QSR regarding the Product(s) you have purchased from QSR. These terms and conditions supersede any prior agreements or representations including, without limitation, any representations made by QSR representatives or in any QSR sales literature that may have been made in connection with the purchase of the Products. No change to the conditions of this Limited Warranty shall be valid unless it is made in writing and signed by an authorized representative of QSR.