

# DFS EDGE & IBANK (standard)

Warranty Policy

### Warranty Policy

#### 1. Limited Warranty Notice (English)

This warranty will be provided by Dover Fueling Solutions ("DFS"). DFS provides the warranty set out in this document to the customer ("Customer"), in respect of this DFS branded product and/or accessories ("Product(s)") – should have a separate warranty for each product offered. The Product may only be purchased directly through DFS or one of its official distributors or Licensees.

#### 2. Scope of Device Use

This device is designed to be used for the obtaining data for the purposes of data processing applications associated with fuel station forecourt activities. This device is designed to be used within a normal office environment and must be kept within such conditions under the control of the customer. (Specifically, it requires a safe operating temperature range of between  $-5^{\circ}$ C and  $+55^{\circ}$ C).

#### 3. What is Covered by this Warranty?

DFS warrants that this Product will be free from defect in materials and workmanship under normal use and when used in accordance with the respective Device and Fair Usage Policy (defined below), during the agreed warranty period.

The Warranty is provided for a defined period (standard terms detailed below) and will commence from the point at which the device is confirmed as activated by a verified DFS technician, or by a DFS appointed contractor and begins communicating live data.

#### 4. In the Event of a Warranty claim

- During the Warranty Period DFS will replace the Product in the event of any defect in the materials and workmanship.
- The Product is provided as a replacement for a defective Product and shall be free from defect in materials and workmanship.
- The Customer shall not be charged for the replacement of a defective Product during the Warranty Period. All replaced defective Products, parts, boards or equipment should be returned by the customer to DFS and shall become the property of DFS.
- The Warranty in respect of a replaced Product shall continue unchanged by any replacement for the original duration of the Warranty Term.

- In the unlikely event that the Product to which a claim refers is not recognised in the DFS system
  database, the Customer will be required to provide the original retail purchase receipt or other
  documentation, or information requested or required by applicable legislation in respect of
  the date and place of purchase. In the event that such information is not presented or if it is
  incomplete or illegible, DFS reserves the right to refuse to provide the above service in respect of
  the Warranty claim.
- Any equipment warranty claim must originate with a service request from the Customer directly to the DFS Service Desk at https://wetstock.co within the warranty coverage period and be substantiated by DFS.
- Service Requests must be submitted as required by DFS.
- DFS will provide the accepted service request process to the Customer upon equipment commissioning. Generally, it is as detailed in Appendix A.

## Upon the Customer's submission of substantiated request as outlined above, DFS shall, at its option:

- i) either repair or replace its non-conforming Product(s)or
- ii) refund an equitable portion of the purchase price attributable to such non-conforming Product(s).

#### 5. Warranty Liability

- DFS shall not be liable for the cost of any unauthorised warranty work.
- DFS makes no representation regarding the stocking by DFS of spare parts for the Product.
- Repair or replacement of Products or refund of an equitable portion of the purchase price shall be DFS only obligation and the sole exclusive remedy of the Customer in the event of failure to confirm to the foregoing warranty.
- All software is provided subject to any license agreement that is part of the package provided by DFS.
- The Warranty includes shipping costs provided that Items are returned in accordance with Instructions provided.
- The Warranty excludes Import, or any other such duties and Products are shipped CIF (by sea) and CIP (by air) in accordance with INCOTERMS 2019.
- The Warranty does not include service visits, installation costs or any third-party costs.
- The Customer agrees that it will be bound by the license agreement once the Product is put into use. DFS does not warrant any software under this agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchases and use.

The foregoing warranty is exclusive and in lieu of all other warranties (except that of title), express
or implied, including, but not limited to the implied warranties of merchantability or fitness for a
particular purpose. Customer's failure to submit a claim as provided above shall specifically waive
all claims for damages or other relief including but not limited to claims based on latent defects.

#### 6. Limitation of Liability

IN NO EVENT WILL DFS BE LIABLE IN CONTRACT, IN TORT, IN STRICT LIABILITY OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUES, LOSS OF USE, NON-OPERATION OR INCREASED EXPENSE OF OPERATION OF EQUIPMENT, COST OF CAPITAL, OR CLAIMS OF CUSTOMERS FOR FAILURE OR DELAY IN ACHIEVING ANTICIPATED PROFITS OR PRODUCTS.

#### 7. Device & Fair Usage

- The Product must only be installed, accessed and amended by persons authorised by DFS (as per DFS installations guide).
- The Product must not be unplugged or removed without prior authorisation and circumstances within the customer's control. Removing the Product from its power supply can damage its ability to perform its operation.
- Equally, connections to the Product must to be tampered with. Doing so could damage the Product and impede DFS' ability to provide its services.
- An adequate and stable power supply must be maintained to the Product and it should be
  protected against electrical interference by means of a surge protector or uninterrupted power
  supply at all times.
- If, upon review by DFS, it is found that the Product has been deliberately damaged, is not at
  fault or it is found that the Product & Fair Use guidelines have been breached, then this warranty
  is void. In such circumstances, DFS may charge for the all associated replacement costs,
  including, but not limited to replacement product, shipping, parts and labour associated with
  inspection and assessment of the returned Product.

#### 8. Customer Responsibilities

- All issues must be reported directly to the DFS Help Desk at https://wetstock.co
- Customer must be prepared to assist with troubleshooting the issue. Requests may include, but are not limited to, cycling power and checking connecting cables.
- If the trained technician advises that the Product needs to be examined in more detail to

diagnose the fault it should be returned to DFS who will furnish a replacement upon receipt of a Purchase Order from the customer.

 All repairs determined to be the result of user abuse are the sole responsibility of the customer and not covered by Warranty.

#### 9. Security Disclaimer

On the date of connection, DFS warrants that data encryption meets or exceeds industry standard relative to other personal date security functionality. Data security issues, including but not limited to identity theft, resulting from tampering or modifications performed after shipment, are the sole responsibility of the Customer.

#### **10. Natural Disasters**

DFS may require the Product in areas struck by a natural disaster to be inspected and brought back to a warrantable condition to continue warranty coverage. Equipment must be revalidated by a DFS Authorised Service Organization. The warranty period shall not be extended.

#### 11. Breach of Contract

DFS may void any remaining portion of the warranty for any breach of the sales contract including, but not limited to, refusal to pay amounts due to DFS or its Distributors or Licensees.

#### IMPORTANT: The following situations are not covered by the DFS Warranty:

- Loss or damage outside of DFS' reasonable control, such as improper use, poor maintenance
  or failure to observe operating or assembly instructions. Failing to maintain the Product powered
  on continually, and where situations arise where a power down is required, failing to power down
  the Product correctly.
- Physical damage to the Product.
- Exceptional environmental conditions, inappropriate operating conditions, or the Product having meet unsuitable materials.
- Electrical Issues, i.e. power surge or outages, wiring or other infrastructure issues.
- Lightning/Acts of God/Fire.
- Customer misuse, abuse, vandalism, robbery, accident damage or operator error.
- Work performed by parties not recognized by DFS as an authorised service organization.

- Use of non-approved DFS parts and software.
- Any disassembly, repair, alteration or modification carried out by anyone other than a DFS technician or a DFS approved contractor.
- Damage resulting from improper cleaning methods.
- Problems related to third-party devices or software.
- Network related issues not related to DFS.
- Attendance for training or reprogramming of equipment.
- Upgrades to software or firmware necessitated by changes to interfacing equipment or thirdparty controllers.
- Failures that cannot be replicated.
- Lost profits or revenue related to down time.
- .
- The Warranty applies to the Product as originally supplied. The Warranty does not apply to any
  software or other equipment owned by DFS or third parties however, you should check the enduser license agreement, separate warranty/guarantee statement(s) and/or any exclusions which
  are provided or intended to apply to such items.

Equipment	1 yr	2 yr	3 yr	Terms
iBank (Standard)	$\checkmark$			Warranty start date commences on activation of the data collection unit
iBank (Extended)		$\checkmark$	$\checkmark$	If purchased, this extended warranty start date commences on activation of the data collection unit
DFS Edge (Standard)	$\checkmark$			Warranty start date commences on activation of the data collection unit
DFS Edge (Extended 1)		$\checkmark$	$\checkmark$	If purchased, this extended warranty start date com- mences on activation of the data collection unit

#### Appendix A - Summary Warranty Claim Process

- A. Customer raises notification of defective unit to Service Desk.
- B. Service Desk will acknowledge notification and will instigate a remote check to confirm that the produce is defective and will attempt to remotely correct any defect.
- C. If Service Desk cannot correct defect, Service Desk will request Purchase Order for cost of replacement product and will provide instructions for return of the product.
- D. Customer Issues purchase order and sends defective product to nominated location for assessment.
- E. Upon receipt of valid Purchase Order, Service desk will send replacement product.
- F. Upon receipt of defective product, Service Desk will inspect and assess product.
- G. If product is confirmed as being defective and no contravention of the fair usage policy is found, then no Invoice will be raised by the Service Desk.
- H. If product is confirmed as defective for reasons in contravention of the fair usage policy, then Service Desk will raise an Invoice for payment by the Customer in accordance with the payment terms of the Contract under which the Product was originally supplied.



©2019 Dover Fueling Solutions. All rights reserved. DOVER, the DOVER D Design, DOVER FUELING SOLUTIONS, and other trademarks referenced herein are trademarks of Delaware Capital Formation. Inc./Dover Corporation, Dover Fueling Solutions UK, Ltd. and their affiliated entities. 061819V1