

## **SALE OF POS SUPPLIES SCHEDULE TERMS AND CONDITIONS**

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This schedule (“the **“Schedule”**”) to your Moneris Merchant Agreement (the **“Agreement”**) contains the additional terms and conditions that apply if we sell goods to you, including, but not limited to, POS hardware and accessories, paper, labels, stickers, or signage (**“POS Supplies”**). Capitalized terms used and not defined herein will have the respective meanings given to such terms in the Agreement. Please ensure that you read carefully this Schedule, as your acceptance of its terms and conditions will occur when you order POS Supplies. For greater certainty, this Schedule is part of the Agreement and remains subject to all of the other applicable terms and conditions of the Agreement. To the extent of any inconsistency between the terms and conditions of this Schedule and any other provision of the Agreement, the terms and conditions of this Schedule will govern with respect to your purchase of POS Supplies. We can change this Schedule at any time by giving you notice in accordance with the Agreement.

### **1. Orders**

There may be certain orders that we are either unable to accept or must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Possible circumstances involving our canceling an order may be limitations on quantities available for purchase or inaccuracies or errors in product or pricing information.

If a tracking number is provided by the shipping carrier, Moneris will update your order with the tracking information. Note that some orders may not include tracking numbers.

Moneris strives to ensure that every item is available and in stock. However, should an order be processed for an item that is not available, you will be notified and refunded the total amount of your order through your original payment method.

Due to high demand, some items may not be in stock at the time you place your order. In this case, you will be notified and the item you have ordered will be placed on backorder and delivered to you upon receipt of the stock as well as upon receipt of the payment. Stock on backorder is not subject to an additional delivery charge.

### **2. Taxes**

All prices quoted exclude sales tax. Federal, Provincial and Harmonized sales tax will be added to purchases where applicable, based on the "Ship to" province.

### **3. Shipping**

Moneris currently ships with competitive rates and reasonable delivery times across Canada. Shipments outside of Canada are not available at this time. Shipping costs are based on both the weight of your order as well as the delivery method and your delivery location, as reflected in your Moneris Card Acceptance Form or as agreed to with a Moneris sales representative. Shipping charges are based on our transport contractor's standard courier rates.

### **4. Delivery Time**

Orders received before 4:00 PM EST are shipped on the same business day, excluding weekends and holidays. There are no mail deliveries on weekends and/or holidays.

Transit time is based on the courier's delivery times. The standard delivery is typically three to five business days for most urban areas. For smaller towns, please add one to two business days.

If there are any damages on the packaging delivered, please contact us within 10 days.

### **5. Returns and Exchanges**

If you receive a defective item, please contact us within 10 days of receiving your delivery. For any other issues with your order, please call a Moneris representative at 1-866-319-7450.

Hardware and POS supplies must be returned in its original condition and in its original packaging within 30 days of placing your order. All packaging must be returned and cannot be torn or damaged. If the item is not in its original condition, the return will not be accepted.

Items must be returned with all manuals, instructions and accessories, within the original packaging.

Refunds do not include the shipping charges shown on the original receipt. You will receive a refund for the cost of the item being returned only. Within four to six weeks of receipt of the item (provided that the item is returned in accordance with the above conditions), refunds will be issued via the same method used to originally purchase the item.

If an exchange was requested, the replacement POS Supplies will be deployed upon receipt and approval of the defective item.

### **6. Warranty**

Warranty period (a) in respect of hardware goods, is the period of 12 months after the date of Moneris's invoice and (b) in respect of software goods, is the period of 90 days after the date of Moneris's invoice.

Moneris warrants that the goods will be free from defects in materials and workmanship and will conform substantially to the published specifications for the goods or to any written mutually agreed to specifications between you and Moneris. This warranty applies only to defects notified to Moneris during the warranty period.

Warranty service will be performed in accordance with Moneris's standard limited warranty. Malfunctioning, defective or non-conforming goods will be replaced at Moneris's option and expense.

If Moneris replaces a good pursuant to this warranty, this warranty will extend to cover the replaced good for whichever is the longer of (a) the remainder of the Warranty Period applicable to the originally supplied POS Supplies, or (b) the period of 3 months from the date on which the replaced good is shipped to you.

This warranty is a "return to depot" warranty pursuant to which you must, at your risk and expense, return the relevant goods to Moneris or its nominated contractor and Moneris will, at its risk and expense, send you the replaced goods.

This warranty does not apply to any goods for which you have not paid Moneris the full purchase price or from or on which the serial number has been removed or altered. It also does not apply to any defect caused by (a) a negligent or willful act or omission by you or your contractors, agents or employees, (b) the use or operation of the POS Supplies other than in accordance with the published specifications or the relevant operating manual or in a manner not reasonably contemplated by Moneris including use of the POS Supplies with third party products not approved by Moneris, (c) modification or repair or attempted modification or repair of the POS Supplies without Moneris's prior written approval, (d) the POS Supplies being subjected to unusual or non-recommended physical, environmental or electrical factors, or (e) any other cause external to the POS Supplies, including accident, act of God or installation by anyone other than Moneris or its authorized contractors.

To the extent permitted by applicable law, POS Supplies sold but not manufactured by Moneris are sold "AS IS" and without warranties by Moneris of any kind, either express or implied (including but not limited to the above-noted warranty), including but not limited to the warranties of non-infringement of third party rights, title, merchantability or fitness for a particular purpose. Except as expressly provided to the contrary in this Schedule, all warranties and other terms, whether express, implied, statutory or otherwise relating in any way to the subject matter of the Agreement or to this Schedule generally, are excluded to the full extent permitted by law.