



GENERAL TERMS AND CONDITIONS

Sentry Business Systems LLC, doing business as Safescan USA
6565 South Dayton St.
Suite 3700
Greenwood Village, CO 80111
U.S.A.

Toll-Free Telephone (in U.S.): 1-844-386-1192

1. Applicability

These provisions are applicable to the relationship between Safescan USA, hereinafter to be referred to as the Supplier, and customers making purchases from Safescan USA, hereinafter to be referred to as the Customer.

2. Agreement

The goods displayed on the website (www.safescan.com) form an offer by the Supplier to the Customer subject to these general terms and conditions. Any offer by the Supplier is subject to the availability of the good or goods in question; if a good is not in stock or readily available, the entire offer is considered to be null and void.

3. Prices

3.1 All prices are in United States Dollars. The price is the price displayed on the website at the time the customer places the order, subject to printing and typing errors.

3.2 The prices listed on the website are exclusive of taxes and shipping costs to be borne by the Customer. The taxes and shipping costs will be calculated as specified during the ordering process. These will also be stated in the order confirmation.

3.3 For orders placed by Customers outside the fifty United States of America, increased shipping costs and other costs such as export documentation, import duties, import taxes and import fees may apply and these costs will be borne solely by the Customer. These will not be automatically calculated on the website nor included in the order. Customers wishing to place orders for delivery outside the fifty United States should contact the Supplier; the Supplier will provide an estimate for these shipping and other costs.

4. Payment

Payment will take place in advance in the manner stated on the website. The Supplier will not deliver the ordered good until payment has been received.

5. Delivery

5.1 The delivery period or delivery date stated on the website is a best estimate. It remains an estimate, however, and this period or date is therefore not binding. The Supplier will attempt to comply with this period or date as much as possible. However, any overrun of the delivery period or delivery date will not grant the Customer any right to terminate the agreement and/or demand compensation for loss.

5.2 When part of an order is ready, the Supplier is authorized to offer this part for shipment, or to wait until the entire order is ready.

6. Transport

6.1 The good ordered by the Customer will be shipped to the delivery address specified by the Customer at the time the order is placed. The shipping address will also be stated in the order confirmation. Transportation will take place in a manner to be determined by the Supplier.

6.2 Ownership of and risk of loss of the ordered good is transferred to the Customer on delivery.

7. Complaints and Discrepancies

7.1 The Customer must check, immediately after delivery, whether the quantities of goods delivered are in accordance with the order confirmation. Any discrepancies between the order confirmation and that which has been delivered must be notified to the Supplier by email within 48 hours of delivery; if no notice of discrepancy is given to the Supplier within 48 hours of delivery, the Customer affirms that the delivered quantity of goods is in accordance with the order confirmation.

7.2 The Customer must check the received goods immediately after delivery for any signs of damage. The Customer must notify the Supplier of any damage by email within 48 hours of delivery. If the damage is attributable to the Supplier, and assuming that notification is received within 48 hours of delivery and the good is returned by the Customer, the Supplier will send a new good as replacement, or will refund the purchase amount, taxes and shipping costs. The choice of sending a replacement or making a refund will be at the sole discretion of the Supplier. If notification of damage is not received within 48 hours of delivery, the Customer affirms that the good was received in satisfactory condition.

7.3 If a good becomes defective within 7 days of delivery receipt by the Customer, the Supplier will replace the good and bear the shipping costs for both the returned defective item and the replacement good sent to the Customer. In order to take advantage of this defective good policy, the Customer must notify the Supplier and, after receiving approval from the Supplier, submit a return request through the website (www.safescan.com). The defective good being returned must be returned in its original packaging; any defective good not returned in its original packaging is not eligible for replacement according to the terms of this paragraph and will instead be treated as a warranty repair according to the terms of article 10.

7.4 The Customer will not return a good to the Supplier without a return merchandise authorization (hereinafter referred to as "RMA"). To obtain an RMA, the Customer must follow the return instructions as described on the website. The return shipment of the good must have been received by the Supplier no later than 14 days after the RMA is issued.

8. 30 Day Money-Back Guarantee

8.1 The Customer is entitled to return the ordered good to the Supplier within 30 days of delivery. The Supplier will use its best effort to refund the purchase amount within 30 days of receipt of the returned good.

Shipping costs are not included in the purchase amount within the meaning of this article. The Customer bears the shipping cost and risk for returning the good back to the Supplier under the terms of the 30 day money-back guarantee.

Condition for refunding the purchase amount is that the Customer has handled the good and its packaging carefully and that the good is returned in its original packaging and that all manuals, cables, adapters, packaging and other components are returned as well.

The refund of the purchase amount may be reduced if the Customer returns a damaged or incomplete good or if the item has been obviously used or if any components delivered with the good are missing.

The Customer must only unpack or use the good to the extent necessary in order to determine the nature, characteristics and operation of the good. The provisions in this paragraph do not affect the provisions in article 7.1 and 7.2.

8.2 The Customer will not return a good to the Supplier without an RMA. To obtain an RMA, the Customer must follow the return instructions as described on the website. The return shipment of the good must have been received by the Supplier no later than 14 days after the RMA is issued.

8.3 The money-back guarantee referred to in article 8.1 does not apply to software supplied by the Supplier with regard to which (i) the seal has been broken or (ii) the software has been downloaded from the website. This software cannot be returned and the Customer will not be entitled to a refund of the purchase amount.

8.4 Goods forming part of a bundle offer, in which respect a good has been offered for free on the purchase of one or more goods, whether different or the same, can only be returned together. If the Customer returns a good from a bundle offer without returning the good received for free, the Supplier will be entitled nevertheless to charge the Customer for the good received for free. The same applies if the Customer has received a discount in the context of the purchase of multiple goods. If the Customer returns one or more of these multiple goods, the Supplier will be entitled to withdraw the discount and nevertheless charge the amount corresponding to this to the Customer.

9. Force majeure

If the Supplier cannot meet its obligations, or can only meet them with difficulty, as a result of force majeure, it will be entitled wholly or partially to suspend or terminate the agreement with the Customer without judicial intervention. In such cases, the obligations under the agreement will wholly or partially be ended, without the parties being entitled to claim any compensation for loss or any other benefit from one another. In the event of partial compliance by the Supplier, the Supplier will return transfer the part of the purchase amount pertaining to the part not complied with.

10. Warranty

10.1 The manufacturer, Safescan B.V., warrants the proper functioning of the good supplied for a period which depends on the good in question. The duration of the warranty period is listed on the website for each good. The website also states under which conditions the warranty period can be extended. "Proper" means that the good possesses the properties which may be expected of it on the grounds of the agreement for the duration of the warranty period listed on the website for each good. If the delivered good displays a fault during this period, the Customer will be entitled to repair of the good under the warranty extended by Safescan B.V.

10.2 If the Customer needs to make use of the warranty extended by the manufacturer, Safescan B.V., the Customer should contact the Supplier according to the terms of this agreement. The Supplier acts as the manufacturer's local representative and assists in the handling of warranty claims. In its role as representative, the Supplier can choose to replace the good with one which is at least equivalent or refund the purchase price rather than repair if repair cannot reasonably be executed in the Supplier's opinion. For the avoidance of doubt, any and all warranty claims, as well as any resulting replacement of goods, reimbursements or payments of any kind related to the warranty, are the sole responsibility of the manufacturer, Safescan B.V. The Customer agrees that the Supplier does not offer any warranty of any kind, does not assume any responsibility whatsoever for the warranty and is not responsible in any way for the approval or payment of any warranty claims as the warranty is extended solely by the manufacturer, Safescan B.V. The Supplier may assist in replacing goods or making payments, but it does so only in an assisting role on behalf of the manufacturer and does not assume any responsibility for the warranty.

10.3 With regard to the good repaired or replaced on the grounds of the first paragraph, the original commencement date of the warranty period will remain applicable. A new warranty period therefore does not commence for a repaired or replaced good.

10.4. The warranty referred to in the first paragraph does not cover faults and defects which are wholly or partially the result of:

- a. incorrect, careless or inexperienced use, or noncompliance with operating instructions or maintenance rules;
- b. use in a manner other than that which is deemed normal use;
- c. external causes, such as fire damage or water damage;
- d. assembly, installation, or the reversal of these by parties other than the Supplier;
- e. the use of materials or goods which were provided by the Customer to the Supplier for processing or which were used at the instructions or request of the Customer;
- f. application of working methods and constructions according to the instructions of the Customer;
- g. application of statutory regulation;
- h. modifications not authorized in writing by the Supplier which are realized by the Customer or a third party in the products or in parts thereof which are supplied by the Supplier or are installed by or on behalf of the Supplier in the context of guarantee or maintenance.
- i. normal wear and tear;
- j. products or parts which the Supplier has sourced from a third party, inasmuch as the third party in question has not provided a guarantee to the Supplier.

10.5 The warranty referred to in the first paragraph will lapse in full if the Customer has not fully paid for the good on time or properly, or if the Customer repairs or remedies the good itself or has this carried out by a third party.

10.6 Work and the costs of repairs outside the context of this warranty will be charged by the Supplier in accordance with its customary fees.

10.7 If the Supplier deems it necessary in the context of the realization of the warranty obligations, the goods will be transported by the customer and at the expense and risk of the customer to a location to be determined by the Supplier.



11. Liability of Supplier

11.1 Any liability of the Supplier is limited to compliance with the warranty described in article 10 and up to the amount paid out for the case in question under the liability insurance taken out by the Supplier.

11.2 Except with regard to the provision in article 11.1, each liability of the Supplier is excluded.

11.3 Without prejudice to the provisions in article 7.1 and article 7.2 of these terms and conditions, each liability will lapse if the customer does not notify the Supplier in writing of the existence of a fault within five days of discovery of the fault or of the time at which any fault should reasonably have been discovered. This article has no effect on the provisions in articles 7.1 and 7.2. This article only pertains to situations which are not covered by articles 7.1 and 7.2.

12. Disclaimer

Safescan utilizes advanced counterfeit detection technology in its goods that feature counterfeit detection capability. Unfortunately, as counterfeiters also continue to make use of advances in technology to bypass such detection technology, the Supplier does not guarantee the genuineness or authenticity of any bank note, currency or credit card. The Customer agrees to hold the Supplier harmless for any and all damages related to the receipt of such counterfeit banknotes, currency or credit cards.

13. Return shipments

If the Customer does not have an RMA, the Supplier will be entitled to refuse the return shipment of the Customer. Taking receipt of a return shipment does not imply acknowledgement or acceptance by the Supplier of the reason for the return shipment stated by the Customer. The risk pertaining to a return shipped good remains with the Customer until the Supplier has received the returned good.

14. General

If one or more of the provisions in the agreement between the Supplier and the Customer – including these general terms and conditions – are void or become legally invalid, the rest of the agreement will remain in force. The parties will consult with one another regarding the provisions which are void or are deemed legally invalid, in order to make a replacement arrangement.

15. Applicable law

The obligations between the Supplier and the Customer as referred to in article 1 will be subject to the laws of the State of Colorado, to the exclusion of all other countries' and states' laws. Applicability of the Vienna Sales Convention (CISG) is ruled out.

16. Correspondence

Correspondence addressed to the Supplier must be sent to:

Safescan USA
P.O. Box 630085
Littleton, CO 80163

17. General

17.1 The headings above the articles in these terms and conditions only serve as an indication of the subjects to be covered by said articles. No rights may be derived from them.

17.2 The failure by the Supplier to invoke these terms and conditions in any case does not imply a waiver of the right to do so at a later stage or in a subsequent case.

17.3 Wherever applicable, the word "good" must also be read as "goods", and vice versa. Wherever applicable, the word "Customer" must also be read as "Customers", and vice versa.

18. Language

These general terms and conditions are drawn up in the English language. In the event of a dispute regarding the content or tenor of these general terms and conditions, the English text will be binding.

**19. Disputes**

Any disputes which may occur in the context of the agreement to which these general terms and conditions are applicable, or in the context of subsequent agreements related to it are subject to the laws of the State of Colorado and may only be put before the competent court in the County of Douglas in the State of Colorado.

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