

## Miura M10 – Warranty as per terms laid down by Miura Systems Limited

1. The manufacturer, Miura Systems Limited provides a warranty chain which passes from the Manufacturer to the Distributor (Secure Retail) to Payworks, CardAlpha's partner for terminal software and card reader procurement. The warranty chain is also passed from Payworks to CardAlpha and to the Merchant (end customer).
2. As per the terms of the Miura Systems Limited warranty:-
  - a. The Devices will remain free from defects caused solely by faulty materials or poor workmanship for a period of twelve months from the date of delivery.
  - b. The Device Software will perform substantially in accordance with its accompanying documentation for a period of twelve months from the date of delivery to Customer and that the documentation correctly describes the operation of the Device Software in all material respects. No warranty is given that the performance of the Device Software will be uninterrupted or error free.
  - c. Miura shall at its option repair or replace Device which are not in conformance with the warranty.
3. Miura's liability is subject to , in respect of any claim for a defective Device,
  - a. End Customer giving written notice of any claim as soon as possible and in any case within twelve (12) months of delivery specifying with reasonable detail the way in which it is alleged that Device are defective; and
  - b. End customer returning the defective Device to an address specified by Payworks (in most cases this will be the Secure Retail address);
  - c. End customer shall not despatch the Device unless it has obtained CardAlpha or Payworks instructions;
  - d. The defect is due solely to defective materials or workmanship in manufacture;
  - e. The Device having not been misused or subjected to neglect, carelessness or abnormal conditions or involved in any accident or attempt at repair, replacement or modification or dealt with contrary to any instructions given by Miura; and
  - f. End customer having paid for Device in full.
  - g. This is the full extent of Miura's liability in respect of damaged or defective devices.