

www.discountecsupply.com 877-298-6939

First Data Hardware Services FD Care Advance Replacement Plan (ARP) Terms and Conditions

The FD Care Advance Replacement Plan ("ARP Program") is an optional service provided by First Data Hardware Services, Inc. ("FDHS") which includes replacement unit coverage associated with equipment failures. The ARP Program is subject to the terms and conditions of the agreement between Customer and FDHS for the purchase of the equipment, ("Agreement"). The ARP Program must be purchased in conjunction with new equipment from FDHS only. The ARP Program is effective upon the purchase date of the initial new equipment ("Effective Date"). Replacement equipment is covered through the initial ARP Program term (commencing on the Effective Date). In addition to providing replacement unit coverage, all freight, parts, materials and labor costs associated with repairing equipment are covered under the ARP Program. Equipment returned by Customer for valid repairs will be done so at no cost to Customer and returned to the FDHS owned and managed ARP replacement unit inventory ("FDHS Inventory") or Customer's owned inventory which is managed by FDHS ("Customer Inventory").FDHS will provide Customer with replacement equipment at no cost to Customer, for any defective equipment which fails prior to use (i.e., out-of-box failure) within thirty (30) days of purchase from FDHS. Replacement equipment from the FDHS Inventory will be refurbished equipment unless new equipment is requested and purchased by Customer at its own expense or Customer directs FDHS to provide replacement equipment from the Customer Inventory. The ARP Program is more particularly described in Exhibit A, including, but not limited to, the ARP Program fees

Returning Equipment for Repair:

A prepaid shipping label will be included with each approved ARP Program replacement unit, which must be used to return the defective equipment to FDHS. It is the sole responsibility of Customer to re-package the defective equipment (including the accessories as described in Exhibit A, as applicable) using the same shipment container provided with the replacement equipment. Upon receipt of the returned equipment, if the accessories described in Exhibit A (when applicable) are not included, FDHS reserves the right to charge Customer for the missing items. Fees associated with the missing items will be charged to Customer based on fair market value, as applicable. All defective equipment must be returned to FDHS within forty-five (45) days of receipt of the replacement equipment. FDHS will initiate a call tag (reminder) fifteen (15) days after the replacement equipment has been shipped. FDHS will initiate two (2) additional call tags fifteen (15) days apart commencing fifteen (15) days after the replacement equipment has been shipped. If Customer fails to return such defective equipment to FDHS within forty-five (45) days, FDHS will invoice Customer for the full-price of the replacement equipment.

No-Problem-Found (NPF) Repair Claims:

For each no-problem found claim, FDHS reserves the right to charge fees based on FDHS's thencurrent rates, as applicable. A NPF repair claim occurs when: (a) a reported problem or defect cannot be reproduced by a factory technician or, (b) the equipment performs to specifications within the factory's automated quality assurance testing program. Examples of NPF claims include, but are not limited to, software or site related issues not associated with equipment performance.

Equipment Cleaning Requirements:

Customer is expected to perform normal cleaning of the equipment on a regular basis as recommended by the equipment manufacturer. FDHS sells cleaning kits and other general cleaning materials for equipment cleaning to ensure maintenance and proper performance, ARP Program protection, and useful life of the equipment. It is recommended that Customer (1) observe a monthly cleaning cycle and (2) purchase cleaning kits and other general cleaning materials provided by FDHS. To order cleaning kits and other general cleaning materials from FDHS, please call 1-877-298-6939.

IN WITNESS WHEREOF

Customer and FDHS have executed this Addendum. Customer hereby agrees, by signing below, to be bound by terms set forth this ARP Program Addendum (including Exhibit A and B) and that such terms are made a part of the Agreement.

EXHIBIT A

ARP PROGRAM SERVICES DESCRIPTION			
Description	Terms	Notes	
	lin accordance with	All ARP Program Fees are due at the time of new equipment purchase pursuant to the terms of the Agreement.	
Replacement Equipment Orders	Web or Phone In	ARP swap order/replacement requests (i) must be completed and submitted by a FDHS certified level-one or level-two help desk provider prior to a replacement unit being approved for shipment by FDHS and (ii) may be made via FDHS's approved order entry methods including phone in, FDHS Web and FDHS approved websites. Customer must provide verification of the purchase of equipment (i.e., proof of purchase).	
Swap Desk	Included	Limited troubleshooting provided by FDHS on a case-by- case basis, as applicable.	

NPF Fee	\$50.00	NPF fees apply to all ARP Program equipment whether replacement equipment is provided from the FDHS Inventory or the Customer Inventory.
Outbound Shipping	Next Business Day	Included in ARP Program.
Inbound Shipping	Ground	Included in ARP Program.
Equipment Return Period	Forty-five (45) days after receipt of new equipment	Initial Call tag provided with replacement equipment shipment; 2nd and 3rd call tags initiated fifteen (15) days apart after replacement equipment has been shipped. FDHS will invoice Customer for the full-price of the unreturned replacement equipment after forty-five (45) days.
Cut-off Times	5:30 PM ET	All ARP Program orders placed by 4:00 PM CT will ship the same day. Otherwise, the order will ship next business day.
Out-of-Box Failure	Thirty (30) days	FDHS will replace out-of-box failure equipment free of charge within thirty (30) days of initial equipment purchase.
Accessories	Items to be Returned with Defective Equipment	The following accessories must be returned with defective equipment for all replacement equipment provided from the FDHS Inventory. Accessory return is not required for replacement equipment provided from the Customer Inventory. (a) Check Scanners: Power supply, USB cable, inkjet cartridge (b) Credit Card and Multi-lane Equipment: Power Supply and cables

^{*}Note: In the event Customer has purchased the Basic Care ARP Program and requests replacement equipment from the FDHS Inventory for service on damaged equipment resulting from abuse, misuse, negligence or force majeure events, Customer will pay fees based on FDHS's then current rates on a time and materials basis. Such additional service fees include, but are not limited to, a one (1) hour minimum labor charge and full replacement value of the un-repairable equipment. Upon FDHS's approval, Customer may choose to have the non-repairable equipment replaced with equipment from Customer's Inventory, in which event the foregoing costs shall not apply.