



nextScan Limited Product Warranty

TERMS AND CONDITIONS AGREEMENT

For All Apex by nextScan[®], Eclipse[®], FlexView[™], FlexScan[®], and FlexScan+[™] Series Scanners

What the warranty covers:

nextScan, a division of Digital Check Corp. ("nextScan"), warrants the above listed product(s), if used in accordance with all applicable instructions, to be free from original defects in material and workmanship during the applicable warranty period. If a product proves to be defective in material or workmanship during the warranty period, nextScan will, at its sole discretion and subject to these terms and conditions, repair or replace the product with a similar product as your exclusive remedy, and nextScan's sole and exclusive liability, for nextScan's breach of this Limited Product Warranty (this "Warranty"). Replacement products or parts may include remanufactured or refurbished parts or components. Products not listed above are not covered under this Warranty.

Length of the warranty:

The standard warranty period for our Apex by nextScan[®], Eclipse[®], FlexView[™], FlexScan[®], and FlexScan+[™] series scanners is twelve (12) months.

nextScan's products are warranted from original defects in material or workmanship for parts and labor during the applicable warranty period unless nextScan has agreed in a written contract with you to provide a different warranty period. Unless nextScan otherwise agrees in writing, the warranty period begins the day the product is purchased by the end user. Replacement parts, components, and modules shall become your property; the replaced parts, components, and modules shall become nextScan's property. nextScan shall have no obligation to return replaced parts, components, and modules to you. All nextScan refurbished or exchanged products provided pursuant to this Warranty will be covered by, and subject to this Warranty for, the balance of the time remaining on the initial limited warranty period or, if longer, an additional ninety (90) days.

Who the warranty protects:

This Warranty is valid only for the original purchaser/end user of the product and is non-transferable. Proof of purchase is required.

What the warranty does not cover:

In the event a returned product is determined by nextScan, in its sole discretion, to be malfunctioning because of non-warranty related causes, nextScan reserves the right to assess a fee, in an amount determined by nextScan, in addition to shipping and handling costs. You are responsible for fees associated with non-warranty claims, including but not limited to cleaning, inspection, no trouble found, declined repairs, and customer induced damage.

Non-warranty related causes include (a) foreign objects, such as tap or film splice material, jammed inside the product; (b) liquids found inside the product, such as third-party lubricants; (c) excessive build-up of dust or film residue resulting from not performing regular recommended cleaning; (d) operating the product outside the recommended normal duty cycle or recommended electrical or environmental conditions; or (e) unauthorized service or repair. See exclusions below for an expanded list of non-warranty related items. If a product is determined by nextScan, in its sole discretion, to be non-repairable due to user negligence or abuse, you will be responsible for the costs associated with replacing the product.

Exclusions:

1. Any products on which the serial number has been defaced, modified or removed.
2. Consumable items, all of which are listed on Attachment A hereto.
3. nextScan provides no warranty for third-party software.
4. Damage, deterioration or malfunction resulting from:
 - a. Accident, misuse, abuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
 - b. Repair or attempted repair by anyone not authorized by nextScan.
 - c. Damage to, or loss of, any programs, data or removable storage media.



- d. Software or data loss occurring during repair or replacement.
 - e. Any damage of the product due to poor packaging or during shipment.
 - f. Removal or installation of the product, other than any damage or malfunction caused by nextScan's negligent installation of the product.
 - g. Causes external to the product, such as electric power fluctuations or failure, acts of God, war, invasion or act of foreign enemy, terrorism, cyberattack, hostilities, civil war, rebellion, strikes, lockouts, labor disturbances, or civil commotion.
 - h. Use of supplies or parts not meeting nextScan's specifications.
 - i. Normal wear and tear.
 - j. Failure to follow manufacturer's instructions, specifications, or user manuals.
 - k. Failure to perform recommended periodic product maintenance.
 - l. Any other cause that does not relate to an original product defect.
 - m. Cosmetic damage.
 - n. Third party acts, including theft and vandalism.
 - o. Damage to, or abuse of, the coating on the surface of the product from inappropriate cleaning.
5. Removal, installation, and set-up service charges.
 6. Shipping from your location to nextScan.
 7. Any product that has been serviced, repaired, refurbished, or exchanged other than pursuant to this Warranty.
 8. Any product that has been transferred or resold by the original purchaser/end user.
 9. Any product manufactured according to a customer's specifications.
 10. Training, including user or maintenance training.
 11. Setting-up or maintaining your network.
 12. Parts, hardware, or upgrades required to run the latest nextStar software or operating system.
 13. Service necessary to comply with requirements or regulations of any government body or agency arising after the date on which the product was purchased.

How to get service:

For information on obtaining warranty service, contact your nextScan reseller, nextScan Customer Support (email support@nextscan.com) or visit our web site at <https://www.nextscan.com/support/create-support-request/>.

You will be required to provide:

1. A copy of the dated sales slip or other proof of purchase and installation.
2. Your name.
3. Your shipping address, email address and phone number.
4. The model number and serial number of the product.
5. A description of the problem.

In addition, upon the request of nextScan, and as a condition to obtaining warranty service hereunder, you may be required to provide copies of business records evidencing your operation and maintenance of the Products in accordance with the terms and conditions of this Warranty and all applicable manufacturer's instructions, specifications, and user manuals.

You are responsible for packing, shipping, and returning the product prepaid in the original container, with all original accessories and packed as originally received and in accordance with our packing and unpacking instructions, to nextScan. If the factory packaging is not available, you may contact nextScan to purchase packaging. It is recommended you obtain insurance on the product you are returning should it be damaged during shipping. Upon receipt of the returned product, nextScan will examine the product and determine, in its sole discretion, whether the product is defective. Except as otherwise provided herein, all products are returned to the user via standard ground shipment at no charge to you. Expedited shipment is available at the then-current price.

No warranty service will be provided, and nextScan is not responsible for, any returned product without an assigned Return Material Authorization (RMA) number. All shipments to nextScan must have the RMA number clearly marked on the packaging and/or shipping label.

Disclaimer and limitation of implied warranties:

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE UNDER "WHAT THE WARRANTY COVERS",



NEXTSCAN MAKES NO WARRANTY WHATSOEVER (WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE) WITH RESPECT TO THE PRODUCT OR ASSOCIATED SOFTWARE, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN.

Exclusion of damages:

NEXTSCAN'S LIABILITY FOR ANY BREACH OF THIS WARRANTY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT. **THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND NEXTSCAN'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. NEXTSCAN'S TOTAL LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. THE EXPRESS WARRANTY HEREIN AND THE REMEDIES SPECIFIED ABOVE ARE EXPRESSLY CONDITIONED ON YOU GIVING WRITTEN NOTICE TO NEXTSCAN OF ANY BREACH OF SUCH WARRANTY, REASONABLY DESCRIBED, WITHIN 10 DAYS AFTER YOU DISCOVER OR OUGHT TO HAVE DISCOVERED THE BREACH.**

NEXTSCAN SHALL NOT BE LIABLE FOR ANY OTHER LOSSES OR DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE, AND WHETHER DIRECT OR INDIRECT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT OR ASSOCIATED SOFTWARE, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, LOSS OF SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, DIMINUTION OF VALUE, SERVICE INTERRUPTIONS, PROCUREMENT OF SUBSTITUTE SERVICES, OR OTHER OR INTANGIBLE COMMERCIAL LOSS.
2. LOSS OF, OR DAMAGE TO, DATA FROM ANY CAUSE.
3. ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE USE, OPERATION, OR MAINTENANCE OF THE PRODUCT AND ASSOCIATED SOFTWARE.
4. ANY CLAIM AGAINST THE USER BY ANY OTHER PARTY.

You acknowledge and agree that the above limitations of liability, together with the other provisions in this Warranty that limit liability, are essential terms and that nextScan would not be willing to grant you the rights set forth in this Warranty but for your agreement to the above limitations of liability.

Effect of local law:

This Warranty gives you specific legal rights, and you may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This Warranty is otherwise governed by the laws of the State of Illinois, without reference to rules governing choice of law.

Disputes:

Most of your concerns about the product can be addressed by contacting us at the number listed above under "How to get service". In the event we cannot resolve any dispute relating to this Warranty, then we both agree that any controversy or claim arising out of or relating to this Warranty shall be settled exclusively by arbitration before a single arbitrator administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. **We both give up the right to resolve any controversy or claim arising out of or relating to this Warranty in court, whether in front of only a judge, or in front of a judge and a jury.** We agree to arbitrate solely on an individual basis and agree that this Warranty does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. Neither the AAA nor the arbitrator shall have the power to consolidate more than one person's claims or to otherwise preside over any form of a representative or class proceeding. A judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.



No action related to this Warranty may be brought more than two (2) years after the cause of action first accrued.

Other Provisions:

nextScan will NOT be liable or responsible to you, or be deemed to have defaulted under or breached this Warranty, for any failure or delay in fulfilling or performing its obligations hereunder when such failure or delay results from causes or circumstances beyond its reasonable control. Any failure or delay by nextScan in exercising any right or remedy hereunder will not constitute a waiver of future exercise of that right or remedy. The waiver of any right or remedy will be effective only if in writing and signed by nextScan. nextScan may assign this Warranty, or assign the right to receive payments, without your consent. nextScan may subcontract any services described in this Warranty to third parties selected by nextScan. You may not assign or otherwise transfer this Warranty or any of your rights or obligations under this Warranty without nextScan's prior written consent, and any purported assignment or transfer in violation hereof is null and void. This Warranty will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns. This Warranty does not and is not intended to confer any rights or remedies upon any person or entity other than you. This Warranty may be modified only in writing signed by nextScan. Each provision of this Warranty is severable, and if a provision is declared invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed severed from this Warranty in such jurisdiction such that the rest of this Warranty will remain in effect, and such invalidity, illegality, or unenforceability will not affect any other provision of this Warranty or invalidate or render unenforceable such provision in any other jurisdiction.



ATTACHMENT A – Consumables

The following parts are consumables, listed by product name.

System	Description	Part Number
FlexScan	N/A	N/A
FlexScan+	N/A	N/A
FlexScan Rollfilm Module	35mm Cleaning Roller	3-1020-025-35
	Capstan	3-1020-032
FlexScan Fiche Module	3/8" Supernut 10 Pitch	3-3011-003-010
	Anti-Backlash Nut HS	3-3011-009
Glass	5x8 Bottom	3-1020-265
	5x8 Top	3-1020-264
	4x6 Top	3-1020-276
	3x8 Top	3-1020-280
	3x5 Top	3-1020-277
FlexScan Fiche Loader	Large Belt	3-2030-027
	Medium Belt	3-2030-028
	Small Belt	3-2030-029
	Loader Cork	3-2030-023
	Drive Roller	3-2030-022
Eclipse	35mm Cleaning Roller	3-1020-025-35
	16mm Cleaning Roller	3-1020-025-16
	3/8" Supernut 16 Pitch	3-3011-003-016
	Capstan	3-1020-032
FlexView	Capstan	3-1020-032