

# TouchTunes UK Product Warranty

## I. Product Warranty.

This product warranty ("Product Warranty") is provided by TouchTunes UK Limited ("TouchTunes") to the customer (the "Customer") with respect to TouchTunes Jukeboxes ("Jukeboxes") and related TouchTunes products, equipment and accessories purchased by Customer (collectively, the "Products") on or after 2 January 2024. TouchTunes warrants to the Customer that the Products will conform in all material respects with the Guide (as defined below) and will be free from material defects in design, material and workmanship under normal use for the applicable warranty periods. TouchTunes does not warrant that the operation of any Product will be uninterrupted or error free. This Product Warranty relates to new Products purchased by the Customer from TouchTunes or its authorized distributor and refurbished and used Products purchased by Customer from TouchTunes. If the Customer purchases a used Product from a third party or TouchTunes' authorized distributor, the remaining term, if any, under the Product Warranty applicable to such Product may be transferred to the Customer with the written consent of TouchTunes, which consent may be withheld by TouchTunes in its sole discretion. This Product Warranty is subject to the terms and conditions set forth herein. By accepting delivery of any Product, the Customer is deemed to confirm and ratify such terms and conditions.

## II. Product Warranty Term and Conditions.

Subject to the limitations of paragraphs 3.2, 3.3, 3.4 and 3.7 hereof, the term of the Product Warranty shall be as follows:

- 2.1 Each Product shall be covered by the applicable warranty period set forth in Attachment A hereto, which may be updated by TouchTunes from time to time.
- 2.2 Each warranty period shall commence on the date of purchase of such Product by the Customer.
- 2.3 Subject to paragraph 2.4, the terms and conditions of the applicable warranty periods set forth to Attachment A hereto apply unless otherwise specified in the Product and Warranty Section of the Customer's Tempo customer dashboard (located at <https://www.touchtunes.com/marketing/collateral/TT-Product-WarrantyUK.pdf>) or other password-protected area on TouchTunes' website, as of the date of Product purchase.
- 2.4 This Product Warranty shall be independent of, and TouchTunes shall have no obligation under, any warranty provided by a supplier or manufacturer other than TouchTunes for Products and shall not affect in any way the rights of the Customer under such other warranties.

## III. Product Warranty, Servicing and Replacement.

- 3.1 Subject to the limitations of Section 1 and paragraphs 3.2, 3.3, 3.4 and 3.6 hereof, and provided that the Customer gives notice to TouchTunes, during the applicable warranty period, that the Products do not comply with the Product Warranty herein, TouchTunes shall, at its sole expense and discretion, replace Products covered under this Product Warranty and shall bear the cost of shipment from TouchTunes to the Customer, if any, (except as set forth in paragraph 3.2). At TouchTunes' sole discretion, replacement Products may be either new or refurbished. This Product Warranty (Parts I, II and III) shall apply to any replacement Products supplied by TouchTunes.
- 3.2 Notwithstanding any provision herein to the contrary, this Product Warranty shall not apply to any Products that (i) require replacement or repair due to negligence, willful damage or vandalism or abnormal storage or working conditions, (ii) are found defective because of an Act of God or other external natural cause, accident, power surge, improper usage, treatment or handling, failure to comply with the Guide or improper use of software, or failure of the Customer to comply with paragraph 3.3 (including without limitation failure to use TouchTunes parts only), (iii) are beyond the warranty periods applicable thereto; (iv) are used by the Customer subsequent to notification under paragraph 3.1; (v) have a defect arise because the Customer failed to follow TouchTunes' oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Products or good trade practice regarding same; or (vi) are altered by the Customer (with the exception of repair purposes) without the written consent of TouchTunes. This Product Warranty does not apply to cosmetic damage, such as scratches, nicks or dents or to any Product that has a serial number that is defaced, altered, or removed. The Customer shall bear all costs (including the costs for such parts and all freight cost for the shipment to TouchTunes and back to Customer (if any)) relating to such Products not covered under this Product Warranty. In addition, this Product Warranty shall be null and void with respect to any Products to which it would otherwise apply in the event that (i) the Customer defaults in the payment of any obligation to TouchTunes under any agreement or any outstanding invoice related to equipment or parts payable to TouchTunes, or defaults under any agreement, in effect between the Customer and TouchTunes, and such default is not cured within the applicable time period specified in such agreement, or (ii) any such agreement is terminated by the Customer for any reason or no reason or by TouchTunes pursuant to the terms thereof.
- 3.3 TouchTunes shall provide the Customer with one copy per Jukebox of applicable technical documentation (the "Guide") to facilitate installation and maintenance of such Jukebox. The Customer, at its own cost and expense, will keep and maintain each Product in good repair, presentable condition and proper working order. The Customer shall promptly make any necessary repairs in accordance with the Guide, and all repair work shall be performed by properly trained and skilled personnel. The Customer shall only use spare or replacement parts supplied by TouchTunes and shall not use any non-TouchTunes parts on any Product without the written consent of TouchTunes. The Customer shall promptly execute from time to time any upgrade or repair requested by TouchTunes upon receipt by the Customer of the required upgrades or parts. The Customer agrees to comply with TouchTunes' procedures, as applicable from time to time, for ordering spare or replacement parts. Upon approval by TouchTunes, should a replacement part be required to repair a Jukebox, TouchTunes shall use commercially reasonable efforts to timely provide the part to the Customer.
- 3.4 Replacement parts to be provided by TouchTunes hereunder shall only be provided following approval through TouchTunes' Technical Support Hotline, which may be reached by calling 020 3817 8124 and issuance of a return authorization confirmation number by TouchTunes. Any part replaced pursuant to this Product Warranty shall be returned by the Customer to TouchTunes' designated return site in the UK or Ireland within thirty (30) days of TouchTunes providing the replacement part to the Customer. If any such part is returned after such thirty (30) days but before sixty (60) days, TouchTunes shall invoice the Customer for a £50 restocking fee. If any part replaced pursuant to this Product Warranty is not returned within sixty (60) days from TouchTunes providing a replacement part

as per the return authorization approval, the Customer shall be invoiced for the value of the replaced part. Any parts returned to TouchTunes' designated return site in the UK or Ireland after sixty (60) days will be returned to the Customer at the Customer's expense and the Customer shall own the replaced part. Anything returned by the Customer that is determined by TouchTunes not to be the Product subject to the return authorization confirmation number approved by TouchTunes shall be returned to the Customer (at the Customer's expense) and no return will be deemed to have been made. The Customer will pay the expense to return a replaced part to TouchTunes' designated return site in the UK or Ireland, provided that if a return authorization is issued by TouchTunes for a Product that was provided to the Customer from TouchTunes in the past ninety (90) days, then TouchTunes will pay the expense, if any, to ship such Product from the Customer to TouchTunes' designated repair site in the UK or Ireland.

- 3.5 At TouchTunes' request, the Customer shall provide TouchTunes with the current status and operating condition of any Jukebox subject to this Product Warranty.
- 3.6 Except as provided herein, TouchTunes shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in Part I.
- 3.7 THESE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF THIS PRODUCT WARRANTY. EXCEPT AS IS SPECIFICALLY AND EXPRESSLY STATED HEREIN, TOUCHTUNES MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY PRODUCTS, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE. SUCH STATUTORY PROVISIONS (INCLUDING WITHOUT LIMITATION SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979) ARE TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THIS WARRANTY AND OTHER AGREEMENTS BETWEEN TOUCHTUNES AND THE CUSTOMER. NO EMPLOYEE OF TOUCHTUNES OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY FOR THE PRODUCTS OTHER THAN THE WARRANTY SET FORTH HEREIN. TOUCHTUNES' LIABILITY UNDER THIS PRODUCT WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL TOUCHTUNES BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE PRODUCTS BY THE CUSTOMER NOR SHALL TOUCHTUNES BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.
- 3.8 Any term or condition in any order, purchase order, confirmation or other document furnished by the Customer or TouchTunes which is in any way inconsistent with, or in addition to, this Product Warranty is hereby expressly rejected, and shall be superseded by this Product Warranty.
- 3.9 If any provision or part-provision of this Product Warranty (Parts I, II and III) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Product Warranty (Parts I, II and III).
- 3.10 This Product Warranty (Parts I, II and III) and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 3.11 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Product Warranty (Parts I, II and III) or its subject matter or formation (including non-contractual disputes or claims).

Attachment A	
Product Category	Warranty Period
<b>Jukeboxes</b>	
Jukeboxes (New)	3 Years
Jukeboxes (Refurbished – purchased from TouchTunes)	1 Year
Jukeboxes (Used - purchased from TouchTunes)	90 Days
<b>Jukebox Parts &amp; Accessories</b>	
<b>Field Replaceable Units</b>	
FRUS – New	1 Year
FRUS (Refurbished/Used)	90 Days
<b>Jukebox Hard Drives (SATA/SSD)</b>	Individual Jukebox Term set forth in the applicable Operator Agreement
<b>Playdium Core</b> (Refurbished/Used) (includes one (1) computer, one (1) monitor, two (2) amplifiers and one (1) power supply)	90 Days
<b>Angelina Modular Hardware Platform</b> (includes one (1) computer, two (2) amplifiers, one (1) power supply and one (1) backplane)	
Angelina Modular Hardware Platform (New)	2 Years
Angelina Modular Hardware Platform (Refurbished/Used)	90 Days
<b>Currency Validators</b>	
Coin Acceptors	1 Year
Coin Acceptors (Refurbished/Used)	90 Days
<b>Miscellaneous</b>	
Test Fixtures	1 Year
24” Angelina TouchScreen Monitor	3 Years
<b>Accessories</b>	
Remote Controls, DI-Boxes, EQs, all other accessories, kits and parts	90 Days