

## **Menusifu Hardware Limited Warranty and Return Policy**

### **1. Limited Product Warranty**

Menusifu offers a limited warranty (“Limited Warranty”), for a period of one year from the date of the purchase (“Warranty Period”), to cover substantial defects in materials and workmanship in the hardware products purchased by Customers directly from Menusifu and installed by Menusifu (“Hardware”), excluding any products Menusifu purchased at Customers’ request. It is Menusifu’s sole discretion to refund, repair or replace Hardware with substantially same or similar models. Menusifu has no obligation to repair, replace or refund the price of Hardware to Customers for any Hardware that, in its sole discretion, has been subject to misuse, abuse, or damages from mishandling, accident, loss, theft, disaster, manufacturing defects not attributable to Menusifu, or servicing by unauthorized persons.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMITED PRODUCT WARRANTY SET FORTH HEREIN CONTAINS THE SOLE PRODUCT WARRANTY OBLIGATIONS OF MENUSIFU, AND CUSTOMERS’ SOLE AND EXCLUSIVE REMEDIES UNDER ANY THEORY OF RECOVERY, FOR ANY WARRANTY CLAIM WITH RESPECT TO HARDWARES, OR THEIR FAILURE TO PERFORM. MENUSIFU DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **2. Limitations and Exclusion of Liability**

OTHER THAN REFUND OF MONIES AS PROVIDED HEREIN, IN NO EVENT SHALL MENUSIFU BE RESPONSIBLE FOR ANY LIABILITY WITH RESPECT TO HARDWARE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANTICIPATED OR LOST PROFITS, LOSS OF TIME, OR OTHER INCIDENTAL/INDIRECT CONSEQUENTIAL LOSSES OF ANY KIND INCURRED BY CUSTOMERS OR ANY THIRD PARTY IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF HARDWARE, EVEN IF MENUSIFU HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. MENUSIFU’S ENTIRE AND AGGREGATE LIABILITY FOR ALL CLAIMS MADE BY CUSTOMERS, WHETHER FOR PRODUCT WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF HARDWARE CUSTOMERS PAID TO AND RECEIVED BY MENUSIFU.

### **3. Return and Refund Policy**

3.1 Refund Period. Customers can request a refund for the purchased Hardware within thirty (30) calendar days upon their receipt of Hardware (the “Refund Period”). Refund requests received by Menusifu after the expiration of the Refund Period are not acceptable. A full refund is available for any Hardware that is found to have manufacturer’s defects at the discretion of Menusifu. Refund request without defects in Hardware is subject to charges of labor and handling cost incurred by Menusifu, which shall be first directly deducted from the refund Customers may receive.

3.2 Return Process. All return requests must go through Menusifu’s return process, including an accurate and complete return form which is generated through the return process and to be filled in by Customers. Please be aware that no return request will be accepted and processed unless the aforesaid return process is strictly followed and the return form is delivered to Menusifu. Any improper return request will enable Menusifu to continually charge monthly subscription fee from Customer until such a

proper return request is in place. The return process may take a few days, and we appreciate your patience.

3.3 Refund for Store Credit. The purchased Hardware may only be returned for store credit, provided that the request of refund is in compliance with this Return Policy. Gift card sales are final and may not be returned.

3.4 Return Shipment. All returned Hardware must be shipped to Menusifu with the original or similar packaging including any documentation and accessories initially sent to the Customer, to the address designated by Menusifu Support so as to ensure safe and secure transportation. Hardware to be returned must be with the relevant Return Material Authorization (“RMA”) number issued by Menusifu marked on each package, which can be obtained by contacting Menusifu Support at 888-809-8867. An RMA will be provided to Customer at the discretion of Menusifu and it is determined that the return of Hardware is in response to Customers’ refund request during the Refund Period or Customers’ claims against the Limited Warranty of Hardware during the Warranty Period provided herein. The shipment terms contained in the RMA is at Menusifu’s sole discretion, which is subject to change from time to time. Menusifu currently uses the standard shipping terms provided by UPS. Menusifu shall not be liable for any lost or damaged returns. Menusifu reserves the right to refuse any returns or charge depreciation cost for any returns that do not meet the above requirements.

3.5 Shipment of Replacement. Menusifu will ship the replacement of Hardware (as applicable) in response to the Customers’ claims according to this Return Policy upon the receipt of (i) Customers’ approved RMA shipment of Hardware with the relevant RMA number marked on the packaging, or (ii) Customers’ execution of a RMA Payment Authorization Form with all required information therein provided. CUSTOMERS’ EXECUTION OF A RMA PAYMENT AUTHORIZATION FORM REPRESENTS CUSTOMERS AUTHORIZATION AND ACKNOWLEDGEMENT OF MENUSIFU TO CHARGE THEIR ACCOUNT FOR THE VALUE OF THE HARDWARE TO BE RETURNED, IF SUCH HARDWARE IS NOT RECEIVED BY MENUSIFU WITHIN 30 DAYS UPON MENUSIFU’S SHIPMENT OF THE REPLACEMENT (“NON-RETURN CHARGE”). THE NON-RETURN CHARGE WILL BE RETURNED TO CUSTOMERS WITHOUT INTEREST ACCRUED ONCE MENUSIFU RECEIVES THE HARDWARE TO BE RETURNED.