

Definitions:

Vendor- refers to the contracted and/or owner of item to be placed.

Item- refers to, any apparatuses for retail sales that need to be located.

Location- refers to the businesses accepting/ and or approving the item.

Placement- refers to the physical presence of the item at business.

Locator- refers to DK Locating and/or any principle thereof.

Retail operation- refers to any and all operations for successful retail sales.

Program- refers to the duration and attributes of the guarantee.

Guarantee- refers to an obligatory assurance of all parties bound by the *terms and conditions.

*Terms and Conditions Location Extension

1)The Vendor understands and accepts all responsibility involved in the terms and execution of this agreement, and understands and accepts, there is no deviation from terms and execution of said agreement without prior written consent.

2) DK Companies is obligated to, and bound by, this agreement to exercise with due diligence the pursuit of a replacement location as required.

3) Upon a verified business closing, and the vendor has upheld their obligations, DK Companies will replace said vendor's location with a new one.

4) DK Companies makes no distinctions or claims of the character or performance of the location replacement except that effort will be made to acquire one that is comparable.

5) Location replacements are for businesses that have closed, or have moved outside of the vendor's operational area or have moved outside of 50 miles of their closed location, or which ever is greater.

6) Notification of business closings to DK Companies must be made within 14 days from the time the vendor has received notification. Any time after 14 days a replacement will not be made or a fee may be charged.

7) DK companies only replaces the equipment that was at the closed location and if the equipment is not there a replacement will not be made or a fee may be charged.

8) Location replacement is for only one unit of equipment per closed location any other units to relocated, will be charged a fee at a reduced rate.

9) This extension only covers the free relocation of bulk machines and any other machine that needs to be relocated will be charged a fee at a reduced rate.

10) Location replacements will be provided only if the vendor notifies DK Companies in the manner set forth.

11) Vendor must notify of a business closing by means of our online extension notification form and its requirements. Failure to do so, delays or suspends relocation.

12) Warranty extensions are valid for one time each.

13) Failure of the vendor to fulfill their obligations or duties does not constitute failure of DK Companies. DK Companies' obligations end at location approval and accepted delivery.

14) Vendor refusals must be arbitrated between DK Companies and Vendor and the final decision lies within DK Companies.

15) Vendor cannot make any claims against DK Companies for failure to find a relocation if DK Companies verifies its efforts to fulfill its obligations.

16) The effort of a failure to get a relocation for the vendor by DK Companies does not negate its continuing obligation

17) All parties in this agreement agree to uphold its context in the capacity to form a reasonably amicable relationship and to fulfill each other's obligation without the interference of any party.

18) It is has always been DK Companies' practice to enter into any and all agreements honorably and responsibly without misrepresentation or fraud. Therefore, any misrepresentation or conscience fraud by Vendor voids all our contractual obligations.

**Guarantees

Once the item is placed DK Locating, by Federal Law, cannot guarantee the amount of vends or income of any location and does not replace machines due to any cause that can be contributed to the vendor.

We offer three programs that address our customer's needs and assure their satisfaction. Each program is for a specified amount of time and each program has its own terms and conditions. Each item is designated a specific program and is included in the purchase.

The Program's allotted time begins upon location completion.

The Program must be activated within the program's allotted time, no exceptions

The Program covers the relocation of the item from its original location only and all items must be removed prior to replacement.

Programs come in both sixty and ninety day durations and can be extended upon a written request by the vendor.

Program extensions do not carry the same terms and conditions as primary programs, and DK Locating will determine the extended program's terms and conditions at the time of the request.

To activate the guarantee, and/or to request replacements, the vendor must send copies of the Location Replacement Form to DK Locating, which must be filled out in its entirety.

Location Placement refusals will be prioritized and is subjected to only #4 of * Terms and Conditions.