

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 Lifetime Warranty

- 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) 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
- 4) All items must be ready for retail operation at the agreed upon time of replacement and be on location within 7 days..
- 5) After placement, the vendor must conduct their business in a manner that won't affect their retail operation's success.
- 6) To activate the Lifetime 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..
- 7) Guarantee covers the relocation of the item from its previous location only and all items must be removed prior to replacement.
- 8) Guarantee covers only registered machines matching registered locations.
- 9) If any changes are to made to registered equipment in registered location, DK Companies must be notified in writing, Failure to do so negates our obligation to find a replacement until a new registration has been completed.
- 10) No substitutions can be made unless a request is made in writing and DK Companies consents.
- 11) No replacements are made to locations that have been substituted or changed within 30 days of the request
- 12) Location Placement refusals are subjected to #4 of * Terms and Conditions and are limited to 10 % or one per agreement, or which ever is greatest.
- 13) All Location Placements are guaranteed and the Vendor has the right of one replacement each.

14) 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 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.

(19) All guarantee programs are bound by the *terms and conditions.

**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.

***Retail operations success

Machines and/or Items must be operational, supplied, and maintained to prohibit the loss of sales.