

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 Assurance

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 in the pursuit to recover vendor's equipment, and if recovery is not possible, upon agreement of vendor, to find replacement equipment.

3) DK Companies is acting only as an agent of Vendor in the capacity of assistance only.

4) DK Companies is not responsible and cannot be held accountable for the outcome from any actions required or initiated in trying to fulfill its obligation of its duties in using due diligence in trying to recover vendors equipment as bound to do so by the agreement.

5) DK Companies is not liable, nor responsible for any loss or damage to vendor's equipment.

6) DK Companies is not monetarily responsible to the vendor for any of these services.

7) DK Companies does not recover stolen machines or machines with no relationship to the designated location..

8) In the event of any third party demands any value for the recovery of, or the replacement of, the vendor's equipment, the matter will be decided by the vendor.

9) DK Companies' recovery responsibility ends when an arrangement with those parties involved has been made to return possession of equipment to vendor or when the vendor ceases to continue their obligation or expectations.

10) Once DK Companies' recovery obligations have been fulfilled and/or equipment has been replaced, DK Locating will find the vendor a replacement location.

11) There can be no substitutions of locations or equipment unless authorized by DK Companies.

12) Free Location replacements are only for the pre-designated listed equipment. Replacement equipment will incur a location charge at half of normal fee.

13) DK companies is not monetarily responsible to the vendor for any of these services.

14) DK Companies will maintain periodic written progress reports to the vendor, which will contain the same information DK Companies has acquired.

15) Vendor is to act in cooperation with DK Companies and should not restrict the process for equipment recovery.

16) The vendor's choice of locations to insure must be designated by the forms provided by DK Companies and said forms must be filled in their entirety and accurately.

17) The recovery process begins at the time DK Companies has received the designated forms from the vendor.

18) The insurance covers the pre-designated equipment inside of the pre-designated business location only.

**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.