

WAIVER OF ELECTRICAL CERTIFICATION

REVISION 0 – JANUARY 29, 2001

Date: _____

Owner/Operator: _____

Operations Manager: _____

POS Vendor: _____

Restaurant: address: _____

A Power Quality Troubleshooting Guide has been developed by McDonald’s Construction Department in conjunction with the Operations Technology Vendor Council to ensure that the quality of electrical power to run the sensitive computer equipment and cash registers used in the Restaurant at the point of sale (the “POS system”). The purpose and intent of said guide is to minimize potential damage and/or failure of the POS system as a result of wiring and/or electrical maintenance deficiencies. Therefore, the POS Vendor will not install the POS system until an Electrical Certification has been obtained in accordance with said Power Quality Troubleshooting Guide.

The Owner/Operator or Operations Manager for the above referenced restaurant, hereinafter referred to as the Undersigned, hereby acknowledges, that the POS system may be damaged and/or fail as a result of wiring and/or electrical maintenance deficiencies that may void any warranties that might otherwise be available from the POS Vendor if an Electrical Certification is not obtained prior to installation of the POS system.

The Undersigned acknowledges that the Electrical Certification has not been obtained for the Restaurant, due to the electrical installation being either incomplete or not in full compliance with the Power Quality Troubleshooting Guide.

By signing this document the Undersigned hereby waives all warranties otherwise covered by the POS Vendor for damages or system failure which is a direct result of improper electrical installation.

The Undersigned assumes the risk and responsibility for all costs and expenses required to repair and/or replace such POS System and equipment that is damaged or destroyed as a result of improper electrical installation.

Notwithstanding the foregoing, if the above referenced electrical certification is obtained from a Qualified Electrician and the POS Vendor has re-inspected and certified the POS system within 15 business days from the date this waiver is signed by the Owner/Operator or Operations Manager. Then in such event, POS Vendor agrees that this waiver shall be deemed null and void and the POS Vendor will honor its full warranty of the POS system, which shall run from the date of initial installation. Owner/Operator or Operations Manager also agrees to incur any costs associated with POS vendor making a second visit, if necessary, to re-inspect and certify their system.

Owner/Operator: _____

POS VENDOR: _____

Operations Manager: _____

By: _____

By: _____

Name:

Name:

Title:

Date:

Date: