

Aleph Objects, Inc. Limited Warranty

1. Limited Warranty.

1.1 New Assembled Products. Aleph Objects, Inc. (“AOI”) warrants to the original purchaser (the “Customer”) that the products purchased by Customer from AOI (the “Products”) are free from defects in material and workmanship: for a period of one (1) year from the date of shipment to Customer for new assembled 3D printers, for a period of ninety (90) days from the date of shipment to a Customer for new assembled tool heads, and for a period of thirty (30) days from the date of shipment to Customer for other Products, unless otherwise specified by AOI.

1.2 Factory Refurbished Products. AOI warrants to the original purchaser that factory refurbished 3D printers (the “Factory Refurbished Products”) are free from defects in material and workmanship for a period of ninety (90) days from the date of shipment to Customer. AOI makes its best reasonable effort to restore Factory Refurbished Products to function as new, however factory refurbished status indicates Factory Refurbished Products are, in practice, second-hand goods. Factory Refurbished Products are more likely to have cosmetic shortcomings and more likely to have a shorter expected useful life, as compared to new assembled Products.

2. AOI’s Obligation. The sole obligation of AOI, at its option and without charge, is to repair, replace, or refund the original purchase price paid by Customer for, any Product or part, which AOI manufactures and which AOI agrees is defective, at its sole discretion. Repair parts or replacement Products may be new, remanufactured, or refurbished, at the sole discretion of AOI. All returned parts or Products that are replaced become the property of AOI.

3. Transfer of Other Warranties. In the case of equipment and accessories not manufactured by AOI, if a warranty is extended by the manufacturers thereof and transferable to Customer, AOI shall transfer such warranty to Customer.

4. Exclusions. AOI’s Limited Warranty provided herein does not cover: (i) normal wear and tear; (ii) transport damage; (iii) failure to follow operation or maintenance instructions; (iv) Customer’s negligent modification, disassembly or attempted repairs of the Product; (v) abuse, misuse or negligent acts; (vi) accidental or intentional damage; (vii) cosmetic shortcomings which do not influence Product function; or (viii) sale or transfer of Product from the original purchaser to another person or legal entity.

5. Disclaimers.

5.1 UNLESS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, AOI MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS FURNISHED HEREUNDER. AOI EXPRESSLY DISCLAIMS, WHERE LEGALLY PERMITTED TO MAKE SUCH DISCLAIMER, ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW LIMITATIONS ON THE EXISTENCE OF IMPLIED WARRANTIES, OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL CUSTOMERS.

5.2 AOI PRODUCTS FUNDAMENTALLY USE FILAMENT OR OTHER MATERIALS (“MATERIALS”) TO CREATE A USER’S DESIRED END CREATION OR ITEM (“ITEM”). THESE MATERIALS VARY WIDELY IN SUITABILITY AND FITNESS FOR PARTICULAR PURPOSES OR OTHER APPLICATIONS. AOI DOES NOT MANUFACTURE, ENDORSE, CERTIFY, OR CLAIM ANY SPECIFIC SUITABILITY OR FITNESS FOR SUCH MATERIALS, OR ANY ITEM CREATED USING SUCH MATERIALS. USERS MUST INDEPENDENTLY VERIFY A MATERIAL OR ITEM’S SUITABILITY AND FITNESS FOR THE INTENDED PURPOSE OR USE. IT IS THE USER’S SOLE RESPONSIBILITY TO UTILIZE THEIR OWN RESOURCES (LEGAL, ENGINEERING, SCIENTIFIC, OR OTHERWISE) TO ENSURE THEIR APPLICATION OF THE PRODUCTS, MATERIALS AND ITEMS COMPLY WITH ALL THE LAWS, RULES AND REGULATIONS RELEVANT TO THEIR INTENDED PURPOSE OR USE. AOI SPECIFICALLY DISCLAIMS ANY LIABILITY, LOSS OR RISK, PERSONAL OR OTHERWISE, WHICH IS INCURRED AS A CONSEQUENCE, DIRECTLY OR INDIRECTLY, OF THE USE OF THE PRODUCTS, MATERIALS, OR ITEMS. TO THE FULLEST EXTENT LEGALLY PERMITTED, AOI EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPLICIT WARRANTY OF FITNESS FOR THE USE OF A PARTICULAR PRODUCT, MATERIAL, OR ITEM, THE PRECISE NATURE AND CIRCUMSTANCES OF SAID PRODUCT, MATERIAL, OR ITEM OR USE BEING UNFORESEEN AND UNFORESEEABLE TO AOI.

6. LIMITATION OF DAMAGES. IN NO EVENT SHALL AOI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR SPECIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, PROFITS, OR DOWN-TIME (HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER THE BASIS OF LIABILITY IS BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE OR ANY OTHER LEGAL THEORY), EVEN IF AOI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AOI’S TOTAL LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WILL BE LIMITED TO THE AMOUNTS PAID TO AOI BY CUSTOMER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE REMEDIES UNDER THIS LIMITED WARRANTY ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

7. Return Merchandise Authorization (RMA) Process for Defective Products.

7.1 A Return Merchandise Authorization (“RMA”) number must be obtained from AOI before Customer can return any Product to AOI for warranty service. An AOI representative will gather the appropriate account and Product information and verify warranty status. AOI must receive notification of the need for warranty service before the end of the

applicable limited warranty period. The RMA number must be included on the outside packaging of the returned Product. To obtain an RMA number, please contact AOI by mail, email, or telephone as follows:

Aleph Objects, Inc.
Technical Support Department
626 West 66th Street
Loveland, Colorado 80538 USA
Telephone: +1-970-377-1111
Email: support@alephobjects.com

7.2 Any approved RMA should be considered provisional, based on verification of in-warranty status when the Product is received at AOI. If AOI determines that the Product is out-of-warranty, Customer will be notified. At the Customer's discretion, AOI will either scrap the out-of-warranty Product or return it to Customer.

7.3 Customer is responsible for all shipping charges for RMAs to AOI, and AOI is responsible for all shipping charges to return the Product or its replacement to the Customer.

7.4 AOI will typically not decide whether to repair, replace, or refund the purchase price for any returned Product until the returned Product is received at AOI and the warranty status is confirmed.

7.5 Under special circumstances, if the Customer would like to expedite the RMA process, AOI may agree from time to time to cross-ship a replacement Product after the issuance of an RMA number but before receipt of the returned Product, but AOI shall not be obligated to do so. Cross-ship orders require either: (1) a completed credit card transaction (including credit card number, CVC, expiration date) that has been approved for guarantee by a third party (e.g. Signifyd or PayPal); or (2) a Purchase Order, sufficient remaining credit to process the Purchase Order, and no overdue invoices at the time of order. The Customer's credit card or credit account will be credited for the purchase price of the replacement Product if AOI receives the returned Product within fifteen (15) days from the date of shipment of the replacement Product to Customer, and provided further that the returned Product was in-warranty.

7.6 Returns of all Products purchased from AOI authorized resellers must be processed through such reseller and not directly through AOI. AOI will not accept for return any Products Customer purchased from a reseller, unless otherwise agreed by AOI.

8. Discontinuance of Products. Notwithstanding any language in this limited warranty to the contrary, AOI shall have the right to discontinue the availability of any Product or components or replacement parts thereof, or to make design changes or improvements in the Products at any time and such discontinuance or change shall not constitute a breach of warranty, or result in liability for AOI under any legal theory whatsoever. AOI shall have no obligation to

retrofit, change or improve Products purchased by Customer prior to the discontinuance or change.

9. Other Rights. This limited warranty gives Customers specific legal rights, and Customers may also have other rights which vary from State to State, and from Country to Country.

9.1 SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF REMEDIES, IMPLIED WARRANTIES, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE APPLICABLE TIME PERIODS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL CUSTOMERS.

9.2 EXCEPT TO THE EXTENT LAWFULLY PERMITTED, THIS LIMITED WARRANTY DOES NOT EXCLUDE, RESTRICT OR MODIFY STATUTORY RIGHTS APPLICABLE TO WHERE THE PRODUCT IS SOLD, BUT RATHER IS IN ADDITION TO THESE RIGHTS.

9.3 European Consumer Centres may provide information from time to time on European Union-wide consumer laws as well as consumer laws for specific countries.

9.4 For consumers who are covered by consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by AOI's Limited Warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations, including but not limited to these additional rights. If any term is held to be illegal or unenforceable by force of law, it will be excluded from the warranty and the legality or enforceability of the remaining terms shall not be affected.

9.5 Other than the consumer law rights to which you are entitled as referenced above, all warranties, conditions and other terms not set out in this warranty document are excluded from the AOI Limited Warranty. As a result, AOI does not make any other promises, conditions or warranties about the products or services other than set out in this warranty document.

10. Non-Severability. If any term of this limited warranty is held to be illegal or unenforceable by force of law, it will be excluded from the Limited Warranty and the legality or enforceability of the remaining terms shall not be affected.