

## SAAM Parts Warranty Terms

Congratulations on your purchase of the SAAM Automated 3D Printer, shipped by Cincinnati Incorporated (CI), and associated Parts Warranty. By purchasing a SAAM, you (the "Customer") agrees to the following Warranty Terms. These Terms are effective as of February 12<sup>th</sup>, 2018, and supersede any previous terms.

PLEASE READ THIS WARRANTY DOCUMENT ("AGREEMENT") CAREFULLY BEFORE PLACING AN ORDER FOR, USING OR ACCESSING HARDWARE INCLUDED WITH THE PURCHASE. BY PURCHASING THE ASSOCIATED HARDWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE ASSOCIATED HARDWARE.

### 1. Term and Coverage

All SAAM Automated 3D Printers come with a standard 90-day warranty, subject to the limitations specified in Section 4 of this Agreement. During the Warranty period, any components in the product may be replaced if they contain or obtain defects in material or workmanship under normal operating conditions (subject to Customer preventative maintenance requirements and limitations). CI reserves the right to determine when components require replacement under warranty. For any machine whose warranty has expired, components may be purchased at list price (quoted by CI).

Under this Agreement, CI is obligated to ship replacement components to the Customer free of charge, FOB destination (domestic) or FOB port of entry (international). The Customer is responsible for performing the replacement unless they have signed a supplemental agreement with CI.

CI may use new, or equivalent to new, components for equal or improved quality. All defective parts and assemblies become the property of CI. CI, at its option, may request the return of these parts.

### 2. Modification

This Agreement is subject to change at CI's discretion. CI also retains the right to modify this Agreement to comply with policy or laws governing warranty issues in states or countries having specific remedies differing or additional to those described in this document.

Any modifications to this Agreement shall be posted at CI NVBOTS' Support page and shall be effective as of the date indicated in the posted release notes. This will normally be 90 days after posting, but can be sooner or later at CI's discretion. All customers shall be subject to modifications to this Agreement, excluding customers with supplemental agreements with CI.

### 3. Preventative Maintenance Requirements

By receiving coverage under a SAAM Parts Warranty, the Customer agrees to adhere to the preventative maintenance requirements listed hereunder. Instructions for preventative maintenance are posted online at CI NVBOTS' Support page. The SAAM Parts Warranty shall not apply, and CI reserves the right to void the Warranty for affected subsystems, when the Customer fails to adhere to preventative maintenance requirements, including but not limited to:

- a) Follow CI guidelines for printing with certified materials.
- b) Clean the fans built into the printhead (hot end fan, blower fan, and extruder fan) once per week.
- c) Replace the hot end assembly after 5kg of use.
- d) Replace Buildtak after 1kg of use.

### 4. Other Limitations

#### a. CI Cloud 3D Printer Management Software Material Developers

If utilizing a Material Developer license with CI's Cloud 3D Printer Management Software, the Customer voids the following components from its Warranty effective upon license purchase:

- Hot End Assembly
- Extruder
- Printbed
- Printing Surface
- Part Removal Assembly (including the blade, removal motor and all components used to mount or move them)

#### b. Local Software Mode

If operating the SAAM using any other software (for example, CI Octoprint) besides CI's Cloud 3D Printer Management Software, this Agreement shall be voided for all components, except for mechanical components directly involved in three-dimensional motion of the printhead or printbed.

#### c. General Limitations

The SAAM Parts Warranty shall not apply, and CI reserves the right to void the Warranty, in cases including but not limited to the following:

- a) damage resulting from attempts by personnel other than CI representatives to install, repair or service the product unless directed by a CI representative,
- b) damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment,

- c) damage, malfunction, or degradation of performance caused using any components or consumables not supplied by CI or certified for use with the product,
- d) modification or integration with other products when the effect of such modification or integration degrades performance or reliability of the product,
- e) damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the product's documentation,
- f) damage, malfunction, or degradation of performance resulting from Customer failure to properly prepare and transport the product as prescribed in published product materials,
- g) damage, malfunction, or degradation of performance resulting from acts of God or nature, acts of terrorism, explosion, flood, fire, war and riots.

## 5. Limitation of Liability

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PRODUCT IS AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS DOCUMENT (SUBJECT TO THE LIMITATIONS SET FORTH THEREIN) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND CI AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND HARDWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CI DOES NOT WARRANT AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OF THE PRODUCT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CI OR A CI AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

THE PRODUCT IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

NOTWITHSTANDING ANYTHING IN TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL CI OR ITS LICENSORS (AS THIRD PARTY BENEFICIARIES) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF IT IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED IN CONTRACT, EXPRESS OR IMPLIED WARRANTY, TORT, EQUIPMENT OR OTHER STRICT LIABILITY, TRADE PRACTICES, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

## 6. Proprietary Rights

Customer acknowledges that CI is the sole owner of all Intellectual Property embodied in the Hardware made available pursuant to this Agreement. No right or license in Intellectual Property is granted to Customer by implication, estoppel or otherwise, except by a writing signed by a duly qualified officer of both parties. "Intellectual Property" means CI copyrights, patents, trademarks, trade names, logos, documentation, technical and manufacturing techniques, concepts, methods, designs, specifications and other proprietary information relating to the Software or the Hardware.

Customer hereby grants to CI a fully paid-up, royalty-free, worldwide, non-exclusive, transferable right and license to publicly display on the CI website any items produced using their SAAM and uploaded by Customer using CI Cloud 3D Printer Management Software.

## 7. Assignment

Customer shall not assign this Agreement or any interest hereunder without CI's prior written consent. Any assignment in contravention of the foregoing shall be null and void.

## 8. Notices

All other notices shall be given in writing and shall be effective upon receipt. Notices to Customers shall be sent to the address shown in Customer's order and/or the email address associated with the applicable Customer Account Administrator.

Notice to CI shall be emailed to [nvbotssupport@e-ci.com](mailto:nvbotssupport@e-ci.com), or mailed to:  
Cincinnati Incorporated, NVBOTS Business Unit Attn: Support  
12 Channel St Suite 601  
Marine Industrial Park  
Boston, MA 02210

## 9. Entire Agreement

This Agreement; all invoices, purchase agreements or other Order Forms concerning the purchased Hardware; the SAAM Terms of Service for Basic and Premium Support Plans; the CI 3D Printer Management Software end user license agreement; and the CI Order/Proposal Terms and Conditions constitute the entire Agreement between CI and the Customer. This Agreement is governed by the laws of the state of Ohio as they apply to agreements entered into and to be performed entirely within Ohio between Ohio residents, without regard to conflict of law provisions. This Agreement may not be modified except by written amendment signed by an authorized representative of each party.