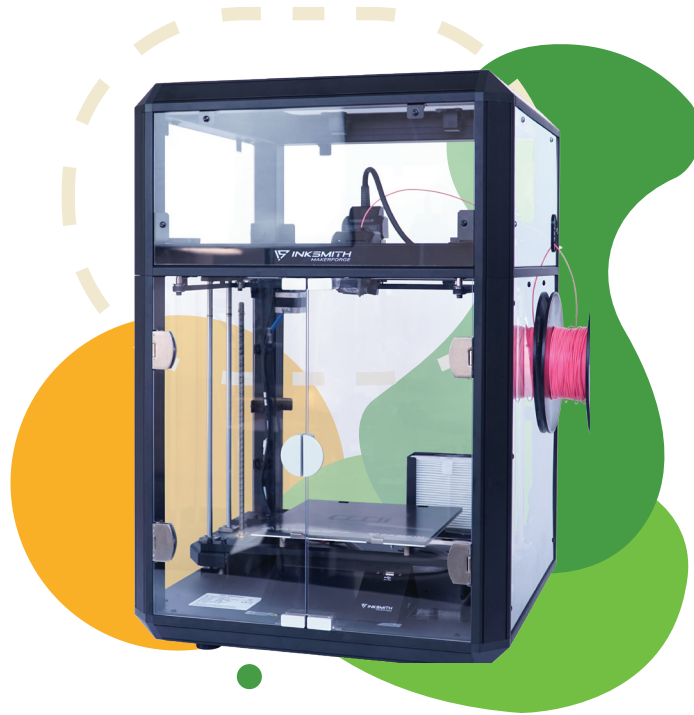




INKSMITH EXTENDED WARRANTY

Your InkSmith Extended Warranty for the InkSmith Makerforge 3D Printer (the “**Product**”) is governed by these Terms and Conditions (the “**Terms**”) and constitutes the service contract (the “**Contract**”, “**InkSmith Extended Warranty**” or the “**Extended Warranty**”) between InkSmith Limited (“**InkSmith**”) and you (“**Customer**”). This Contract is additional to the coverage provided by the limited warranty provided by InkSmith for defective parts.

Last modified: September 8, 2022

Questions? Get in touch!

✉ tech@inksmith.ca
☎ 1-844-465-7684
🌐 www.inksmith.ca

180 St. Leger Street
Kitchener, Ontario, N2H 4M5

(A) CONTRACT TERM

- i. This Contract shall only be effective upon the Customer providing payment on a date between the date the Customer purchases the Product ("**Purchase Date**") and the date that is sixty (60) days following the day the Customer receives delivery of the Product (such period referred hereinafter as the "**Purchase Period**") **.
- ii. During the Purchase Period, the Customers may select between a InkSmith Extended Warranty with a coverage period of one (1) year or extend their current coverage period for an additional one (1) year period (such period as the case may be hereinafter referred to as "**Coverage Period**") from the delivery date or retail store purchase date as shown on Customer's shipping confirmation or receipt, respectively. Customers may not change their Coverage Period after the Purchase Period.
- iii. InkSmith Extended Warranty is linked to the serial number of the Product found inside the packaging. To enter into the Contract, the Customer is required to activate InkSmith Extended Warranty using the serial number of the Product. To activate the serial number, please email InkSmith at tech@inksmith.ca.
- iv. Each InkSmith Extended Warranty only covers one (1) Product.
- v. InkSmith Extended Warranty may not be resold and is non-transferable and non-refundable, unless Product is returned in accordance with the thirty (30) day Return Policy outlined in the InkSmith Terms of Service, in which case the cost of InkSmith Extended Warranty is refundable
- vi. InkSmith Extended Warranty is available only in all of the 50 United States, plus the District of Columbia, Puerto Rico and Canada.

(B) WHAT IS COVERED

- i. Scope

During the Coverage Period, InkSmith will provide to Customers:

- 1. technical support via email, phone and video conference through InkSmith Support ("**Support**") at rates pursuant to Section 8 below;
- 2. replacement parts due to normal wear and tear and accidental damage, subject to the limitations in Section 2 (B) below:
- 3. replacement of the following non-consumable parts due to a defect: motherboards, extruders, LCD displays and user interface components (buttons and dials), touch pads, power supplies, cables and wire harnesses, and motors.

ii. Exclusions and Limitations

Customers will receive replacement services for up to three (3) incidents under the Extended Warranty per year in a Coverage Period. An “incident” means that a Customer either receives (a) a replacement part from InkSmith or (b) mail-in, physical service on a Product performed by InkSmith.

The extended warranty does not cover the following consumable parts: heated bed and filament, including those parts used in troubleshooting. The Extended Warranty does not cover damage due to abuse, neglect or misuse, extreme environment, unusual physical or electrical stress or interference, exposure to moisture, flooding, fire, or electrical problems associated with incoming power or other acts not the fault of InkSmith.

The Extended Warranty does not cover a Product with an altered or removed serial number, or a lost or stolen Product. The Extended Warranty does not cover damage resulting from hardware, software, or firmware modifications to the Product. The Extended Warranty does not cover damage due to failure to comply with Product shipping instructions and/or packing documentation. The Extended Warranty does not cover accessory parts. The Extended Warranty does not cover defective parts; for replacement of a defective part that existed at the time of purchase, please see InkSmith’s Limited Warranty.

(C) OBTAINING SERVICE

- i. The original purchaser of the Product and Plan may initiate contact with Support via a phone call (844-465-7684 @ ext. 1), or submit a support ticket online to: tech@inksmith.ca. If the original purchaser is not the primary user of the Product, or the primary user of the Product changes, InkSmith must be notified via email.
- ii. Support Hours of Operation: 9:00AM to 5:00PM EST Monday-Friday, except statutory holidays in the province of Ontario.
- iii. The decision to issue replacement parts or have Product or parts of Product returned for servicing is made at Support’s discretion.

If replacement parts are deemed necessary, Support will make the shipment arrangement between the Customer and InkSmith. If replacement parts are deemed unnecessary by Support, the Customer may purchase a replacement part at a cost, referenced in paragraph 9 herein. For service requiring return by the Customer to InkSmith of Product or parts of Product, Support will issue a Return Merchandise Authorization (“RMA”) Number to the Customer. Unauthorized returns will not be accepted under any circumstances. If the Customer requests expedited shipping, it will be arranged by InkSmith at an additional fee to be prepaid by the Customer.

(D) DISCLAIMERS

InkSmith extended warranty is in addition to InkSmith’s limited warranty. InkSmith service plan is an optional protection plan for service and technical support that must be paid for by customers in addition to the purchase price of the product.

(E) LIMITATIONS OF LIABILITY

To the fullest extent permitted by law, neither InkSmith nor its suppliers shall be responsible or liable with respect to any subject matter of this agreement or terms or conditions related thereto under any contract, negligence, strict liability or other theory for (a) loss or inaccuracy of data or cost of procurement of substitute goods, services or technology, or (b) any indirect, incidental or consequential damages including, but not limited to loss of revenues and loss of profits. To the maximum extent permitted by law, InkSmith's aggregate cumulative liability hereunder shall not exceed the greater of fifty dollars (\$50.00) or the amount paid by you for the product that caused such damage.

Some countries, regions, states or provinces do not allow the exclusion or limitation of remedies or of incidental, punitive, or consequential damages, or the applicable time periods, so the above limitations or exclusions may not apply. 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.

(F) SEVERABILITY

In the event that any of the provisions of this Contract shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Contract shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this Contract.

(G) CHOICE OF LAW; JURISDICTION

This contract shall be governed by and construed in accordance with the laws of Province of Ontario, Canada without regard to the choice-of-law principles thereof that would result in the application of the laws of a Province or State other than Ontario.

(H) PRICING ADDENDUM FOR TECHNICAL SUPPORT SERVICES

InkSmith Support team rates are as follows:

Service Technician Hourly Rate: \$80/hour (2-hour minimum)
Service Technician Mileage: \$0.80/km

(I) PRICING ADDENDUM FOR

InkSmith may change the following pricing at its sole discretion:

Makerforge (taxes not included)

- Extruder - \$375
- LCD Screen - \$200
- Heater Core - \$150
- INT board - \$75
- Z-sensor - \$30
- Fans - \$20
- Heated Bed - \$250
- Glass Plate for Heated Bed - \$100
- Nozzle - \$20
- Motherboard - \$250

(J) HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, INKSMITH DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT.

FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE. WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. INKSMITH DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, INKSMITH LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT INKSMITH'S OPTION, THE "REPLACEMENT", "REPLENISHMENT", "FREE REPAIR", OR "PAID REPAIR" SERVICES DESCRIBED ABOVE. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.