



INKSMITH LIMITED WARRANTY

THIS LIMITED WARRANTY (“**Limited Warranty**”) applies to new InkSmith hardware devices (Makerforge 3D Printer, Makerforge extruder, Makerforge build plate) (collectively the “**Products**”) sold by InkSmith Limited, headquartered at 180 St. Leger Street, Kitchener Ontario (“**InkSmith**”).

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Questions? Get in touch!

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(A) LIMITED WARRANTY

InkSmith represents and warrants to the first end-user (“End-User”) of Products that the Products shall materially conform to InkSmith’s published specifications in the user manual, subject to the terms and conditions of this Limited Warranty.

Consumable parts not covered by the Limited are: filament, SD card and USB keys. “Consumables” are defined herein as disposable items, parts or components of the Product which are inherently subject to deterioration and wear out during the normal operation of the Product.

(B) FOR A WARRANTY CLAIM TO BE VALID

The validity and enforceability of the Warranty is conditional upon the following:

- i. End-User must notify InkSmith of a defect of the Product before the end of the applicable Warranty Period, as such Warranty Periods are defined below;
- ii. End-User must provide InkSmith, upon request, End-User logs and/or any other documentation, acting reasonably; and
- iii. End-User must provide an original proof of purchase from InkSmith or an authorized distributor of InkSmith (the “**Authorized Party**”), including the serial number of the Product(s).

(C) WARRANTY PERIOD

The “Warranty Period” commences on the date of receipt of the Product by the End-User (“**Delivery Date**”) to the first anniversary of the Delivery Date

(D) CLAIM HANDLING

In the event that the Products do not conform to the representation and warranty referred to in Section A herein, the End-User may make a claim (the “Claim”) by providing notice pursuant to Section F during the Warranty Period. Provided that the exclusions referred to in Section E is not applicable to the subject matter of the Claim, such Claim made by End-User pursuant to this Limited Warranty shall be administered as follows:

- i. InkSmith or its authorized representatives shall determine, in its sole discretion whether InkSmith or its authorized representatives shall remedy the defect by repair or replacement of the non-conforming hardware Product or nonconforming part(s) of a hardware Product.
- ii. InkSmith shall bear the cost of repair and/or replacement and the shipping costs incurred therein, provided, however, that the return is authorized via an RMA number issued by InkSmith and End-User complies with the return instructions;

- iii. replacement parts or Products provided by InkSmith will either be new or refurbished and will be furnished on an exchange basis. If defective parts or Products are not returned by End-User, InkSmith shall bill the End-User for the unreturned hardware; and
- iv. All replaced parts and Products returned to InkSmith from the End-User shall become the property of InkSmith.

(E) EXCLUSIONS

The obligations of InkSmith under this Limited Warranty do not cover physical damage sustained from improper handling by shippers during shipping as well as normal wear and tear in use of Product.

In addition, this Limited Warranty shall be voided if alleged Product failure was caused in whole or part by

- i. improperly or incorrectly performed modification, alteration or repair by anyone who is not certified or approved by InkSmith or its designated representative;
- ii. installation of part or Consumable by anyone not certified or approved by InkSmith or its designated representative, including without limitation the use of filament not from InkSmith;
- iii. physical or electrical stress;
- iv. abuse, misuse, accident, neglect, not the fault of InkSmith;
- v. exposure to moisture, flooding, fire, electrical problems associated with incoming power or other acts not the fault of InkSmith;
- vi. not adhering to InkSmith's recommended maintenance procedures or failure to comply with Product instructions and/or documentation; or
- vii. to the extent allowed by applicable law, removal of the Product from the country or region where it was originally sold by InkSmith or its designated representative.

InkSmith shall make the final determination as to the existence and cause of any alleged defect.

(F) HOW TO GET WARRANTY SERVICE

To make a Claim under this Limited Warranty, please contact the Authorized Party** where the Product was purchased, or, contact InkSmith Support ("**Support**") via the web form located at <https://www.inksmith.ca/pages/tech-support>.

(G) PRICING ADDENDUM FOR OUT-OF-WARRANTY 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

(H) PRICING ADDENDUM FOR OUT-OF-WARRANTY REPLACEMENT PARTS

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

(I) LIMITATIONS/DISCLAIMERSHOW 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 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.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, INKSMITH IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED.

NOTWITHSTANDING ANY PROVISIONS IN THIS WARRANTY, INKSMITH'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS WARRANTY SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE PURCHASE PRICE YOU PAID TO INKSMITH FOR THE PRODUCT GIVING RISE TO SUCH DAMAGE.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(H) STATUTORY WARRANTY OR GUARANTEE RIGHTS

This Limited Warranty does not affect an End-User's statutory warranty or guarantee rights; it is granted in addition thereto.