



# INKSMITH MAKO (40W/60W/80W/100W) AFTER-SALE WARRANTY

Your Mako After-Sale Warranty for the Mako 40, the Mako 60, the Mako 80, and the Mako 100 (the “**Product**”) is governed by these Terms and Conditions (the “**Terms**”) and constitutes the service contract (the “**Contract**”) between InkSmith Limited (“**InkSmith**”) and you (“**Customer**”).

Last modified: September 30, 2022

Questions? Get in touch!

 [tech@inksmith.ca](mailto:tech@inksmith.ca)  
 1-844-465-7684  
 [www.inksmith.ca](http://www.inksmith.ca)

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

## 1. HOW TO KEEP YOUR WARRANTY VALID

- A) All users must be qualified to operate the machine
  - i) To be considered qualified, users must have passed InkSmith laser certification course to be and be 18 years of age or older.
- B) Any unqualified users/minors should be under direct supervision of qualified user at all times during operation of the laser
- C) Maintenance/Repairs must be done by an InkSmith technician or InkSmith certified/approved technician i) Any maintenance done by a non-InkSmith approved technician will void the warranty
- D) Never use the laser cutter on materials that are not on the approved list for cutting/etching/engraving. Toxic fumes, risk of fire, and/or damage to the machine may result.
- E) Never leave the immediate area of the laser when it is operating. Do not work/play on a hand-held device or read books while supervising the machine. Regular, line of sight supervision is necessary as a fire in the machine will make no sound to draw attention to the machine.
- F) Do not stare directly at the bright light produced from the laser beam interacting with materials its cutting or etching.
- G) Under no circumstances should you tamper with/override any safety features on the laser.
- H) Operation/Safety Guidelines found in the Mako User Manual should be followed at all times during operation of the laser machine.

## 2. CONTRACT TERM

- A) Mako After-Sale Warranty becomes activated on the date of delivery and lasts one calendar year from the date of delivery. Mako After-Sale Warranty is linked to the serial number of your Product found on the outside of the machine. Every Customer is required to activate the Warranty using the serial number of the Product. To activate the serial number, please create a ticket here: <https://inksmith.freshdesk.com/support/tickets/new> and fill in the "Product Serial Number (if applicable)" section. If serial number is not registered, warranty is void.
- B) Each Mako After-Sale Warranty only covers one (1) Product.
- C) Mako Extended Warranty is available only in Canada and may be purchased for \$750 per additional year to extend this warranty for up to 2 additional years for a total of 3 years.

## 3. WHAT IS COVERED

- A) Scope  
The Mako After-Sale Warranty provides email, phone, and video support from InkSmith Support ("Support") as well as replacement parts due to normal wear and tear and accidental damage during the Coverage Period.
- B) Exclusions and Limitations  
The extended warranty does not cover the following consumable parts: laser tube, mirrors or the cutting bed. The 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 Warranty does not cover a Product with an altered or removed serial number, or a lost or stolen Product. The Warranty does not cover damage resulting from hardware, software, or firmware modifications to the Product. The Warranty does not cover damage due to failure to comply with Product shipping instructions and/or packing documentation. The Warranty does not cover accessory parts.

#### **4. OBTAINING SERVICE**

- A) The original purchaser of the Product and Plan may initiate contact with InkSmith Support (“Support”) via a phone call (1-844-465-7684), or submit a support case online to: tech@inksmith.ca or create a ticket at: <https://inksmith.freshdesk.com/support/tickets/new>. If the original purchaser is not the main user, or the main user changes, InkSmith must be notified via email or creating a ticket at: <https://inksmith.freshdesk.com/support/tickets/new>.
- B) Support Hours of Operation: 9:00AM to 5:00PM EST Monday-Friday
- C) Support determines course of action. The decision to issue replacement parts or have Product or parts of Product returned for servicing is at Support’s discretion. If replacement parts are deemed necessary, Support will coordinate shipment to you. If replacement parts are deemed unnecessary by Support, Customer may purchase a replacement part at a cost. For service requiring return of Product or parts of Product, Support will issue a Return Merchandise Authorization (“RMA”) Number to Customer. Unauthorized returns will not be accepted under any circumstances. InkSmith will cover shipping both ways, but Support will choose and pay for method of return shipment to Customer. If Customer requests expedited shipping, it will be arranged by InkSmith at an additional fee to be pre-paid by Customer.

#### **5. DISCLAIMERS**

InkSmith Extended Warranty is in addition to InkSmith’s limited warranty. The 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.

#### **6. 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.

## 7. 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.

## 8. 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.

## 9. PRICING ADDENDUM FOR TECHNICAL SUPPORT SERVICES OUTSIDE OF SCOPE AND/OR TECHNICIAN'S RECOMMENDATION

InkSmith Support team rates are as follows:

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

Service Technician Mileage: \$0.55/km

## 10. PRICING ADDENDUM FOR

For current part prices, please contact the InkSmith team at [sales@inksmith.ca](mailto:sales@inksmith.ca)

## 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.