

InkSmith Orbit *Extended Warranty*



Terms of Service

Your InkSmith Extended Warranty for the Orbit 3D Printer (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"). The Protection Plan ("InkSmith Extended Warranty" or the "Warranty") is additional to the coverage provided by the limited warranty provided by InkSmith for defective parts.

1. Contract Term

A) InkSmith Extended Warranty is only available at the time of purchase or within sixty (60) days of the delivery date ("Purchase Period")**. Customers can select an InkSmith Extended Warranty coverage period of 3 years ("Coverage Period") to extend their 1 year InkSmith Limited Warranty. The Coverage Period will begin on the delivery date or retail store purchase date as shown on Customer's shipping confirmation or receipt, respectively.

B) InkSmith Service Plan is linked to the serial number of your Product found inside the packaging. Every Customer is required to activate InkSmith Service Plan 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.

C) Each InkSmith Extended Warranty only covers one (1) Product.

D) 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.

E) InkSmith Extended Warranty is available only in the continental United States and Canada.

2. What is Covered

A) Scope

The Extended Warranty provides email, phone, and video support from InkSmith Support ("Support"), as well as replacement parts and return shipping due to normal wear and tear and accidental damage during the Coverage Period, subject to the following limitations:

- i) Customers will only be covered for up to three (3) incidents under the Plan 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.
- ii) The Extended Warranty will cover the following non-consumable parts: motherboards, extruders, LCD displays and user interface components (buttons and dials), touch pads, power supplies, cables and wire harnesses, motors and mechanical components.

B) Exclusions and Limitations

The extended warranty does not cover the following consumable parts: flexible 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.

3. Obtaining Service

A) The original purchaser of the Product and Plan may initiate contact with InkSmith Support ("Support") via a phone call (844-465-7684 @ ext. 1), 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.

4. Disclaimers

InkSmith Service Plan 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.

5. 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.

6. 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.

7. 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.

8. 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: \$0.55/km

9. Pricing Addendum for Replacement Parts

Extruder - \$ 200

Limit Sensor - \$15

Flexible plate - \$20

Print Bed - \$20

Motherboard - \$60