

EnvisionTEC Warranty

EnvisionTEC warrants that the Equipment will perform according to the published specifications described in EnvisionTEC product brochures during the one-year period (unless another period is provided for on the EnvisionTEC invoice to Customer) following the Installation Date (as defined below) and that at the Installation Date the Software (other than any Third-Party Software) will perform in accordance with the specifications as described in such manuals when used on the equipment designated by EnvisionTEC. During such one-year period, EnvisionTEC (or its agent or distributor) shall promptly (i) repair or replace (at EnvisionTEC's or its agent's or distributor's discretion) the Equipment to make it free of any defects of materials or workmanship and (ii) correct any material faults, inaccuracies or omissions in the Software (other than any Third-Party Software) existing at the Installation Date. Components of new Equipment and components used in performing warranty service on used Equipment may be remanufactured, rebuilt or refurbished, provided that such components are equivalent in function and quality to a new component. However, EnvisionTEC's obligations under this Section 2 shall not apply to consumable items, loss of use, or to any defect caused by normal wear and tear or by neglect, misuse, abuse, improper service or maintenance, fire, flood or other acts of God. **THE WARRANTIES GIVEN IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** "Installation Date" shall mean the date determined by the earlier to occur of (i) the completion of on-site assurance testing by EnvisionTEC or its agent or distributor or (ii) 30 days from delivery of the Equipment and the Software. The warranty does not cover the cost of shipping defective parts from the manufacturer or replacement parts to the end user site. The warranty does not cover any travel and accommodations charges during the warranty period. All shipping expenses and travel and accommodation charges will be the sole responsibility of the Customer. The usage of any consumable items that are not certified by EnvisionTEC may cause serious damage to the equipment and may cause the equipment to fail to perform according to the published specifications. The usage of any non EnvisionTEC certified consumables such as, but not limited to, projector lamps, photopolymer resin, and material basements will immediately void any warranty or extended warranty without any refund to the customer. EnvisionTEC reserves the right to refuse technical support and/or stop providing any consumables or spare parts to any customer who uses non EnvisionTEC certified consumables and parts. By purchasing any EnvisionTEC equipment, the customer agrees without any conditions or any objections to use only EnvisionTEC certified consumables and parts.