

MakerBot's Limited Warranty

Non-EU

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This Limited Warranty applies to new and refurbished MakerBot hardware devices (MakerBot Replicator 2 Desktop 3D Printer, MakerBot Replicator 2X Desktop 3D Printer, MakerBot Digitizer, MakerBot Replicator Mini Compact 3D Printer, MakerBot Replicator Desktop 3D Printer, MakerBot Replicator Z18 3D Printer, the MakerBot Smart Extruder+) (the "Products") and applies to the MakerBot Smart Extruder (the "Smart Extruder") sold by MakerBot Industries, LLC (MakerBot) or a current authorized reseller of Products and Smart Extruders (collectively "Authorized Party" or "Authorized Parties") outside of the European Union, Iceland, Liechtenstein, Norway, or Switzerland after January 1, 2014.

(A) **LIMITED WARRANTY.** MakerBot represents and warrants to the first end-user ("End-User") of Products and Smart Extruder that the Products and Smart Extruder shall materially conform to MakerBot's published specifications in the user manual, subject to the terms and conditions below.

(B) **FOR A WARRANTY CLAIM TO BE VALID.** (i) notification must be made before the end of the Warranty Period, as defined below; (ii) must accompany customer logs and/or any other documentation if requested by MakerBot; and (iii) must be substantiated with original proof of purchase from an Authorized Party, including the serial number of the Product(s) or Smart Extruder(s).

(C) **CLAIM HANDLING.** (i) the remedy shall be repair or replacement of the non-conforming hardware Product or non-conforming part(s) of a hardware Product or the Smart Extruder in a commercially reasonable time by MakerBot or its authorized representative as solely determined by MakerBot or its authorized representative; (ii) MakerBot 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 and return instructions are followed; (iii) replacement parts or Products or Smart Extruders will either be new or refurbished and will be furnished on an exchange basis. If defective Parts, Products, or Smart Extruders are not returned, MakerBot shall bill for the unreturned hardware. All replaced parts, Products, Smart Extruders become the property of MakerBot. Consumable parts not covered are: MakerBot filament, SD card, and build plate. ("Consumables", defined 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.)

(D) **WARRANTY PERIOD.** The "Warranty Period" is as follows:

(i) Products (*except the MakerBot Smart Extruder+*): six (6) months from the date a new or refurbished Product is first delivered to the End-User after being purchased.

(ii) MakerBot Smart Extruder+: six (6) months from the date a new or refurbished Product is first delivered to the End-User after being purchased, **on a non-recurring basis**.

(iii) Smart Extruder: three (3) months beginning on the initial delivery date of (a) the Product containing the Smart Extruder to the first End-User, or (b) the Smart Extruder to the first End-User if the Smart Extruder is purchased separately, **on a non-recurring basis**.

(E) **EXCLUSIONS.** The limited warranty obligations do not cover physical damage sustained from improper handling during shipping as well as normal wear and tear in use of Product. The limited warranty shall be voided if alleged Product failure was caused in whole or part by (i) improperly or incorrectly performed modifications, alterations or repair; (ii) parts or Consumables were installed and used that were not certified or approved by MakerBot or its designated representative, including without limitation the use of filament not from MakerBot; (iii) unusual physical or electrical stress; (iv) abuse, misuse, accident, neglect; (v) exposure to moisture, flooding, fire, electrical problems associated with incoming power or other acts not the fault of MakerBot; (vi) not adhering to MakerBot's recommended maintenance procedures or failure to comply with Product instructions and/or documentation; (vii) to the extent allowed by applicable law, the Product has been removed from the country or region where it was originally sold by MakerBot or its designated representative. No coverage under the Limited Warranty will exist if MakerBot was not notified of the alleged defect or malfunction prior to the expiration of the Warranty Period. MakerBot 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 MakerBot Support ("Support") via webform <http://www.makerbot.com/support/submit-a-case/>. Support is available 9am to 6pm EST Monday through Friday.

(G) **LIMITATIONS/DISCLAIMERS.** THIS LIMITED WARRANTY IS THE END-USER'S SOLE AND EXCLUSIVE REMEDY AGAINST MAKERBOT WHERE PERMITTED BY LAW. EXCEPT FOR THIS LIMITED WARRANTY, MAKERBOT MAKES NO OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, WITH REGARD TO THE PERFORMANCE OF ANY PRODUCT. WITHOUT LIMITATION OF THE FOREGOING, ALL IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. MAKERBOT WAIVES ALL LIABILITY FOR ANY INDIRECT,

INCIDENTAL, COLLATERAL, EXEMPLARY, PUNITIVE, SPECIAL OR
CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE OR LOSS OF PROFITS,
EVEN IF MAKERBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS
OR DAMAGES.

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