# PRODUCT WARRANTY **INSTABOT** WARRANTY TERMS AND CONDITIONS OF INSTA3D TECHNOLOGIES

#### Warranty Exclusions

a) Out of the scope of the present Warranty will be any damages and malfunctions of the INSTABOT (3D Printer) which have their origin in:

1) Accidents.

2) Negligence, improper or inadequate use.

3) Not following the Operation, Installation and Maintenance instructions given in the current End User Manual and in the Installation Manual of the respective model of 3D Printer when they were purchased.

4) Modifications or repairing attempts that were not been held by authorised personnel by the After Sales Service of INSTA3D TECHNOLOGIES.

5) Damages due to surge, floods, plagues, earthquakes, third parties actions, or any other reasons different to the standard use conditions of the 3D Printer and that are out of the control of INSTA3D TECHNOLOGIES.

6) Damages due to over voltages coming from the AC side of the public utility grid.

7) Insufficient working condition of the equipment.

8) Inadequate / improper transport conditions.

9) Not compliance of the current mandatory installation standards.

b) It will be also out of the scope of Warranty of any 3D Printer with a serial number that has been manipulated or it is unreadable.

c) All complaints concerning aesthetics will not be considered unless they mean a malfunction or a difference in performance compared to the one announced on the technical and commercial brochures of INSTA3D TECHNOLOGIES.

d) The Warranty rights established on this document do not cover the shipping costs of the damaged 3D Printer or parts when sending them to the factory to be repaired, neither when receiving them back.

Neither more, are labour costs due to dismantling of the damaged 3D Printer and reinstallation of the repaired ones not covered by INSTA3D TECHNOLOGIES.

e) Any malfunction or damage should be reported to INSTA3D TECHNOLOGIES immediately within a period of 2 weeks along with a visible representation of the problem. If not, warranty cannot be claimed

f) Dismantling of INSTA3D TECHNOLOGIES products voids the warranty.

g) Any other Warranty right not mentioned specifically on this document is out of the scope of this Warranty.

## **Claiming of the Warranty Rights**

Warranty rights can be claimed during 1st year, the present Warranty is in force and immediately after the failure detection, except for visible defects, in which case the claim shall be lodged within no more than 2 weeks after the ExWorks delivery date and always prior to its installation.

Any customer or end user, that considers himself with enough good reasons to claim for the Warranty rights declared in this document, must proceed as follows:

a) Inform immediately by written document to the supplier/ Distributor/ Manufacturer of the 3D Printer, or to the after-sales maintenance department of INSTA3D TECHNOLOGIES For that purpose, INSTA3D TECHNOLOGIES «Complaint Form» must be fulfilled and attached with a copy of the purchase invoice and the delivery note of the 3D Printer, showing the date of acquisition and the serial number of the 3D Printer.

b) Once the compliant form is received by INSTA3D TECHNOLOGIES, the Technical Department will analyse it in accordance with the Warranty scope, and will inform the customer about the steps to be followed.

c) INSTA3D TECHNOLOGIES will try to repair its products within very short period (two weeks). Should this be not possible, INSTA3D TECHNOLOGIES will contact the customer in order to explain the reason of the delay and to communicate the estimated time to fix the 3D Printer and its accessories.

### Manufacturer responsibility limitations

a) INSTA3D TECHNOLOGIES will not be responsible to the customer, neither directly nor indirectly, by the non-observance or delay in its Warranty commitments, due to any unforeseeable event such as cases of Force Majeure.

b) The responsibility of INSTA3D TECHNOLOGIES derived from the present Warranty will be limited to the commitments detailed here above and to the amount paid in the purchase order by the customer. There exists no liability of any kind of INSTA3D TECHNOLOGIES for indirect, special or consequential damage or loss, including but not limited to loss of profits or revenues, loss of use of the Equipment, loss of production, cost of substitute equipment, facilities or services, downtime costs, third parties claims, cost of capital, or any other kind of financial loss.

c) The Warranty limitations mentioned here above will be applicable unless they are against legal prescriptions currently running on the country in reference with product responsibility.

This agreement shall be construed in accordance with the Indian laws and will govern any disputes regarding the interpretation and or validity of these Terms and Conditions hereof. Any dispute relating to the products sold from INSTA3D TECHNOLOGIES hereunder shall be subjected to the jurisdiction of the courts within India. The provisions of this agreement are divisible and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity of this agreement without the invalid or unenforceable provision or provisions.

d) The entire contract is embodied in this writing. There are no understandings, agreements, representations, or warranties, either oral or written, relative to the products, including statements made in or conduct implied from past dealings that are not fully expressed herein. No oral or any other form of statement subsequent to the acceptance of the purchase order purporting to modify the said terms and conditions shall be binding unless consented to in writing by a duly authorized officer of INSTA3D TECHNOLOGIES in a document making specific reference to this transaction or after a transaction has been made.

### **Safety Precautions**

a) Buyer shall require employees to use all safety devices, guards and proper safe operating procedures as set forth in manuals and instruction sheets furnished by INSTA3D TECHNOLOGIES.

b) Buyer shall not remove or modify any such device, guard or sign.

c) It is Buyer's responsibility to provide all the means that may be necessary to effectively protect him/herself, all people around the machine and employees from serious bodily injury which otherwise may result from the method of particular use, operation, set-up or service of the equipment. If Buyer fails to comply with such provisions of this paragraph or the applicable standards or regulations aforementioned, Buyer shall indemnify and save INSTA3D TECHNOLOGIES harmless from and against any and all claims, losses or damages arising there from.

d) **Non-Genuine Items:** INSTA3D TECHNOLOGIES advises that if you use non-Genuine Consumables, software, replacement parts or accessories, you may damage your Product and void your warranty.