## **Fusion3 730 Day (2 Year) Limited Warranty (United States & Canada)**

Fusion3 Design ("Fusion3") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Fusion3 warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The limited warranty term is 730-days beginning on the date of invoice, as further described in the following text.

Damage due to shipping the products to you is covered under this limited warranty. Otherwise, this limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Fusion3, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Fusion3.

Due to wide variations in quality and performance of 3<sup>rd</sup> party filaments, customer agrees to only use certified materials supplies sold / provided by Fusion3 or Fusion3 approved 3<sup>rd</sup> parties as designated at (<a href="http://www.fusion3design.com/">http://www.fusion3design.com/</a>). Failure to use approved supplies may void this Limited Warranty at Fusion3's discretion. This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a Fusion3 system through Fusion3's system integration department; accessories or parts that are not installed in the Fusion3 factory.

During the seven-hundred and thirty (730) day period beginning on the invoice date, Fusion3 will provide replacement parts or in the event of complete failure, replace products covered under this limited warranty that are returned to Fusion3's facility. To request limited warranty service, you must contact Fusion3's Customer Technical Support within the limited warranty period. Refer to the chapter titled "Getting Help" or "Contacting Fusion3" in your documentation to find the appropriate telephone number or email address for obtaining customer assistance. While contacting Fusion3's Customer Technical Support, you must assist our representatives in diagnosing the nature of the problems you have encountered.

If limited warranty repair of a component(s) is/are warranted, Fusion3 will issue a Return Material Authorization. You must ship the component(s) back to Fusion3, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Fusion3 will ship the repaired or replacement components to you freight prepaid to an address in the continental United States, where applicable.

If limited warranty replacement of the entire printer is warranted, Fusion3 will issue a Return material Authorization Number and schedule freight shipment of the printer back to our depot at Fusion3's cost. Customer is responsible for packing the printer in its original shipping carton and packaging and cooperating with our shipping agents to be available during a time window for pick-up. After your return shipment is received by Fusion3 and your issues have been confirmed to be covered under this warranty, Fusion3 will ship the repaired or replacement printer to you freight prepaid to an address in the continental United States or Canada, where applicable. Fusion3 owns all parts removed from repaired products. Fusion3 uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. If Fusion3 repairs or replaces a product, its limited warranty term is not extended. In the event that the customer issue if found to fall outside the warranty (including misuse, abuse, non-approved supplies), the customer will responsible for reasonable shipping cost to and from Fusion3 as well as repair costs.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). FUSION3'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN

THIS LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

FUSION3 DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to Fusion3's 730-day limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.