

M3D CUSTOMER PURCHASE AGREEMENT. 2016.July.11.

This agreement between M3D LLC (a company incorporated under the laws of the State of Maryland in the United States), and you, the CUSTOMER, describes important disclaimers, indemnity, safety instructions, performance expectations, software information and limited warranty information about its products and govern the conditions of sale. **PLEASE READ THESE TERMS CAREFULLY.** By completing this transaction on our website, and by clicking the “continue” button, you acknowledge that you have read and understand this agreement in its entirety, and accept the terms of this customer purchase agreement. M3D reserves the right to digitally log your acceptance of this agreement as part of the customer information you provided to us.

CONDITIONS OF SALE

- A digital copy of the user manual and software can be found at www.printm3d.com/support, and a digital copy of this agreement, which includes the limited warranty information can be found at <https://printm3d.com/Customerpurchaseagreement.pdf>
- You agree to read this agreement, the user manual, or the software agreement, all of which contain important disclaimers and safety information.
- You understand that your use of The Micro 3D Printer is subject to the Standard Limited Warranty, unless an Extended Limited Warranty is purchased.
- You agree that you will not disassemble, decompile, modify, enhance, reverse engineer, or tamper with, attempt to identify trade secrets, or attempt to circumvent safety features of M3D products and software without written consent by M3D.
- You understand and acknowledge that 3D Printing has reasonable limitations. Not every 3D model is properly designed for 3D Printing, therefore the success of printing any specific 3D model cannot be guaranteed.
- You agree that all shipping fees are non-refundable.
- You understand that you are responsible for paying any and all applicable sales tax, VAT, duties, and other applicable surcharges that may be collected in your governing state.
- M3D is bound by US laws and may not accept payments from customers in embargoed locations, as well as individuals, entities, and corporations that are screened against by various export enforcement agencies, a.k.a. “blacklists.”
- All terms and conditions of this agreement are subject to change in the future.

INDEMNITY

- The Micro 3D Printer has been certified for safety and performance conformity under CE guidelines through Underwriters Labs (I.T.E. number E470050). Therefore, there is a reasonable expectation of safety and successful performance under normal usage as described in the user manual. It is your responsibility to download and read the manual to achieve success accordingly.
- Nevertheless, you understand that 3D printers are experimental technology and therefore you agree to hold harmless and indemnify M3D from any personal injury that results from using its products. You are responsible for any damage or injury that may occur as a result of using M3D products.
- You understand and agree that M3D is not responsible for any damage and/or loss of accessories, components, consumables, and/or information that may occur as a result of the use of its product(s).
- You agree to hold harmless and indemnify M3D from any liabilities that result from any of the following conditions: 1) modification of The Micro 3D Printer, M3D consumables, and/or

M3D software; 2) use of third-party software; 3) use of any custom 3D models; 4) use of third-party power supplies or USB cables; 5) use of third-party consumables such as print beds, print bed surface sheets, print bed adhesives, and filaments; 6) use of The Micro 3D Printer and/or its components in any way other than intended, as described in the user manual; 7) Physical operation of The Micro 3D Printer or use of M3D filaments; and 8) Printing of custom objects which results in any physical hazard, legal suit, and/or intellectual property infringement.

- You agree that there is no circumstance where M3D will be held liable for any monetary damages or loss, including but not limited to loss arising from anticipated profits, business opportunities, cost savings, late delivery, performance characteristics, repair, or business interruption at M3D.

SAFETY AND WARNINGS

- The Micro 3D Printer is an experimental product based on a relatively new technology. Use caution when learning how to use this product if the technology is unfamiliar to you. Most of all, **USE COMMON SENSE**.
- **CHOKING HAZARD:** The Micro 3D Printer and its consumables may include small parts that may constitute a choking hazard; additionally, a 3D printer may be used to manufacture objects that may themselves constitute a particular choking hazard, especially if the prints are broken or do not print successfully.
- The Micro 3D Printer is **NOT A TOY**: Children under the age of 14 should use the product under adult supervision.
- **CAUTION!** The print head, exposed nozzle, extruded plastic, and areas near the nozzle may be extremely hot. Keep fingers away from the printhead and extruded material unless The Micro 3D Printer has been unplugged for at least 10 minutes.
- Use M3D's products only as intended and as described by the user manual.
- Use M3D's products in a well-ventilated area; The Micro 3D Printer was intended to be used by itself in a medium or large room with central air circulation. Clean printer nozzle tips and replace them preemptively - do not run printers with plastic stuck around the nozzle for extended periods of time as they will become tarnished.
- Do not leave M3D's products running while unattended.
- **FOOD SAFETY:** as a precaution, 3D printed objects should not come in contact with foods/liquids that will be ingested by humans or animals because none of components of The Micro 3D Printer or parts printed from it can be certified as food-safe. However, 3D printed plastics are non-toxic and may be used to make molds using food-safe materials that can then be cleaned with soap & water and used safely.
- **NO MEDICAL APPLICATIONS:** None of components of The Micro 3D Printer or parts printed from it should be used for medical applications, including but not limited to implantation, drug delivery, or ingestion.
- **PRECAUTION:** If any allergy develops as a result of direct or indirect contact with M3D's products, or from the 3D printed objects, discontinue use immediately.
- **MAINTENANCE:** After extended or improper use, the nozzle and/or its cover may need to be replaced or cleaned; the printbed and/or the Buildtak sheets covering it may need to be replaced; the extruder may need to be purged or cleaned; and the filaments may need to be purged or replaced.

EXPECTATIONS OF USING M3D PRODUCTS

- 3D Printing has reasonable limitations. Not every 3D model is properly designed for 3D Printing, therefore the success of printing any specific 3D model cannot be guaranteed. M3D warrants the basic functionality of its products, as listed in the “STANDARD LIMITED WARRANTY” section of this purchase agreement.
- Users of M3D products may expect them to be free from defects in workmanship or materials that would significantly impede performance. Users of refurbished M3D products should expect some defects in cosmetic appearance.
- M3D MAKES NO GUARANTEES about the performance of 3rd party software, hardware, or models used in conjunction with M3D’s products because we do not control those products.
- M3D provides access to technology products for early adopters purely in an experimental capacity. Users should have expectations for a first-time setup and the possibility of needing to fine tune things one-time to get started. In addition, users may need to wait for software updates to accommodate increasing sophisticated 3D printing capabilities or access to a wider variety of software and hardware configurations.

SOFTWARE

- Each purchase of a Micro 3D Printer includes a limited, non-exclusive license of The M3D Software, extended to the first end user. The downloads are available at www.printm3d.com/support
- The M3D software is under development and is supported by M3D through updates provided on an ongoing basis. Specifications of the printer and software functionality may be expanded or modified by the software through updates. These include but are not limited to operating system functionality, print speed, print quality, build volume, and print resolution and accuracy.
- Software development updates are intended for ongoing product performance improvement and may require temporary reversion to older performance parameters as other features are tested, improved, or enabled.
- M3D reserves the right to contact our remote server in future versions of the software for the purpose of comparing software versions and downloading remote software updates.
- M3D software updates include firmware updates which may be pushed to The Micro 3D Printer.
- The M3D software includes terms and agreements in addition to this customer purchase agreement.
- The M3D software is proprietary and its design and contents are protected by law. Attempts to deconstruct or reverse engineer the software are considered illegal as provided by copyright law and fair use; trade secrets; patents pending; and additional local, state, and federal laws where applicable.
- All parts of this section apply to any customer and are fully transferrable to any user.

STANDARD LIMITED WARRANTY

- This limited warranty applies to The Micro 3D Printer.
- **WARRANTY:** M3D warrants that its products will be free from manufacturer defects and perform as intended, as described in the limited warranty. This is an express warranty and is intended to be in addition to and in lieu of any coverage not already provided by statutory implied warranties that may cover you already. This warranty applies worldwide.
- **WARRANTY COVERAGE PERIOD:** (3) calendar months from the date of purchase.

- **HOW TO MAKE A CLAIM:** To make a claim, please email info@printm3d.com or submit a ticket on our website www.printm3d.com. You must contact us before the end of the coverage period, describe the problem with your printer, and provide a proof of purchase such as an order ID number. If M3D determines a manufacturing defect is at fault, and that it needs to be repaired by M3D, a return authorization will be issued. The customer must pay to use our preferred carrier and follow our packaging instructions to safely return the product to our assembly facility in the USA. A refurbished printer of similar appearance and performance may be exchanged for the warranty process.
- **WHAT IS COVERED:** Any defects in materials and workmanship for The Micro 3D Printer under typical use during the coverage period and which is not specifically excluded below.
- **WHAT IS NOT COVERED:** 1) Any unauthorized modification or repair, where tampering/disassembly is evident, or improper disassembly/re-assembly even if authorized; 2) Damage caused by using 3rd party software, USB cables, or power supplies not certified or sold by M3D; 3) Failure of printer operation caused by inappropriate or poor-quality filaments being installed, such as those not certified by M3D, without limiting use of filaments not sold by M3D; 4) Consumables such as print beds, buildtak sheets, and filaments; 5) COSTS OF SHIPPING & HANDLING, including duties & VAT if applicable; 6) Damage due to shipping; 7) Incidental or consequential damages such as water, excess heat, electrical discharge, abuse, misuse, neglect, unusual operating conditions or improper storage; 8) Normal wear & tear including scratches and nicks; 9) Extruder system problems reasonably repairable by the customer, especially those caused by filaments that are not pure ABS or PLA; 10) Damage caused by use of “expert-mode” in the M3D software; 11) Stalling of the printer due to filament snagging 12) Any product specifications that were advertised and are slightly different, such as color, or performance characteristics which are to be improved in good faith and can be updated remotely 13) any other acts of damage where M3D manufacturing is not at fault; 14) This warranty does not cover any additional representation or express warranty beyond the limitations of this warranty if it was provided by anyone other than M3D; 15) This warranty does not apply when the proof of purchase cannot be confirmed or is claimed by anyone other than the first end user.
- **INTERNATIONAL LIMITATIONS AND STATUTORY LAW**
 - The conditions set forth in this agreement are intended to be fully binding by United States national law.
 - This warranty is intended to give you specific additional legal rights and you may also have other rights which vary by location. Some limitations included in this agreement may not be permissible by the laws in your state, country, or locality; in this case, our agreement is not intended to restrict or modify any statutory law that preceded it but to provide warranty in lieu of any implied warranties.
 - European Union customers - You may have additional rights granted by your national laws that precede parts of this agreement. EU customers can find their local agency at http://ec.europa.eu/consumers/ecc/index_en.htm to learn more.
- All parts of the Standard Limited Warranty section apply to the first end user (purchasing customer) and are non-transferrable.

EXTENDED LIMITED WARRANTY OPTIONS

- The terms of the Standard Limited Warranty can be extended at any time during existing warranty coverage.
- Users may purchase additional warranty coverage at store.printm3d.com

- Coverage is charged upfront for the entire period, does not automatically renew, and is not taxed as allowed by statutory law.
- Extended Limited Warranty options include 1 and 2 additional years.
- All Extended Limited Warranty options described in this section apply to the first end user (purchasing customer) and are non-transferrable.

TAXES & INTERNATIONAL FEES

- Maryland customers: we will collect local state tax on your purchase.
- Non US customers: M3D's pricing does not include VAT. You are responsible for paying VAT and DUTIES and any fees as required by your local laws (HTS code: 8443.99.90)
- VAT fees may be predicted with reasonable accuracy in most EU countries as the VAT RATE x (price of the printer + filament + accessories + shipping). Warranties do not have VAT. Duties typically do not apply.
- We may provide estimates for VAT, but we cannot guarantee them. Our estimates may not be perfectly accurate because laws and regulations change. Ultimately you accept the responsibility to handle VAT.
- A valid phone number must be provided for your local post office to inform you that your package has arrived and is awaiting VAT payments.

SHIPMENT & DAMAGE

- All shipping fees are non-refundable.
- M3D makes no guarantees about shipment quality, shipment speed, or ability to clear foreign customs.
- M3D will do its part to ensure that international shipments comply with local country laws.
- M3D may provide shipping carrier options in the future but will at all times choose carriers at its sole discretion to optimize shipping per region.
- Any additional duties, inspection fees, or other taxes will be the responsibility of the customer. Failure to pay these fees will cause a package to be returned to us and in these such cases M3D will not refund or pay for return shipping. If packages are destroyed by local customs at no fault of our own, we also will not be responsible for refunding the purchase or sending a new shipment.
- To ensure that packages are delivered as quickly as possible, package couriers may leave a package unsigned. M3D's liability is only to ensure that the carrier delivers the package through tracking number confirmation. Customers are responsible for checking their shipment tracking number to ensure that someone will be available to receive the package at the time of delivery. M3D will not be held accountable for lost or stolen packages.
- M3D will not be responsible for paying return and/or repeat shipment postage of any packages that were shipped by M3D, in good faith, to the address provided on file by the customer, which are then rejected by the customer without cause, such as by not responding to customs phone calls or willfully rejecting VAT payment requests.
- **DAMAGE:** If a printer is damaged during shipping, the customer must write to info@printm3d.com to indicate that damage was observed within (3) days of receiving the package as indicated by the tracking number so that we have time to make a shipping insurance claim.

REPAIR SERVICE (OUT OF WARRANTY)

- To request repair service, you must email info@printm3d.com and obtain an RMA. A Proof of purchase invoice may be requested to ensure that the product was purchased from M3D or an M3D authorized reseller by the first end user.
- Shipping & handling fees both ways (return and destination) are not included and are subject to change. The user should aim to use our preferred shipping carrier and label for pickup.
- Any repair service can be conducted at the cost of parts, labor, and shipping for up to one year from the time of initial purchase, even if the printer is out of warranty. Repair costs may vary and can go up to the full retail price of The Micro 3D Printer. The exact repair fee will be determined upon the evaluation of the product.
- International repairs: The product will be classified under HTS code 9801.00.10 as a return/repair so that there should be no taxes or duties. However, if additional fees apply due to the shipment, the customer will be responsible for them.
- M3D reserves the right to reject any repair request for customers who cannot show they are the first end user or when printers have been modified and tampered with.

RETURNS

- Rewards delivered as part of The Micro 3D Printer the 2014 Kickstarter Campaign pledges are non-refundable.
- All sales on limited/discounted pre-ordered units are final.
- Sales of all refurbished units are final.
- Orders that are being prepared for shipment or shipped (i.e. having a unique tracking number available through customer portal: <https://printm3d.com/portal/>) are final and will be fulfilled. Modification requests may be considered on a case-by-case basis. Cancellation requests will be subject to a 20% restocking fee.
- Returns for refunds will be accepted for new, unopened and unused products that were purchased in stock at the regular retail price directly from M3D. These units can be returned for up to 30 days from the date of purchase for a 20% restocking fee.
- Returns for refunds of opened and used printers will be considered within 30 days from the date of purchase, provided that the units are not modified and pending an evaluation of the state of the printer to determine the correct restocking fee. The minimum of a 20% restocking fee will apply.
- The restocking fee will be used to cover costs associated with processing your order cancellation as well as evaluating, reconditioning, and repackaging of returned materials.
- Returns for refunds of opened or used filament spools and accessories will not be accepted.
- Defective units will be covered under the manufacturer's warranty.
- The customer will pay for all shipping fees relating to the return.
- To request a refund, replacement, or repair service, the customer must email info@printm3d.com and obtain a Return Merchandise Authorization (RMA). A Proof of purchase invoice will be required to ensure that the product was purchased from M3D or an M3D authorized reseller by the first end user.
- Return Merchandise Authorization (RMA) numbers issued to approve refund, replacement, or repair requests are valid for 30 days since the date of approval. Expired RMA numbers will be considered unauthorized returns. M3D reserves the right to reject any units and packages returned without a valid Return Merchandise Authorization.
- In extenuating circumstances, M3D reserves the right to return funds via an alternative method of payment or in the form of store credit.

INTELLECTUAL PROPERTY

M3D and its products and services include proprietary and privileged information, also known as trade secrets. M3D® is a registered trademark of M3D LLC. Design and utility patents pending.

M3D reserves all rights to make changes to any parts of this agreement without notification. Please see our website (<https://printm3d.com/terms-of-use>) for the most up-to-date version of the customer purchase agreement and terms of use.