

# Tiertime Corporation

## Warranty and Service Level Agreement

Version: 05/15/2018 - Present

IMPORTANT: BY USING YOUR "TIERTIME" PRODUCT(S), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE TIERTIME ONE (1) YEAR LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW. DO NOT USE YOUR PRODUCT(S) UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT(S) AND RETURN IT WITHIN THE RETURN PERIOD STATED IN TIERTIME'S RETURN POLICY TO TIERTIME CORPORATION OR THE AUTHORIZED DISTRIBUTOR FROM WHICH YOU PURCHASED PRODUCT(S) FOR A REFUND. Tiertime One (1) Year Limited Warranty – Tiertime Branded Product(s) Only.

### **HOW CONSUMER LAW RELATES TO THIS WARRANTY**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, TIERTIME DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

### **WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW**

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TIERTIME DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, TIERTIME LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT TIERTIME'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

### **WHAT IS COVERED BY THIS WARRANTY?**

Tiertime Corporation of 1765 Landess Ave #338, Milpitas, CA, 95035 ("Tiertime") warrants the Tiertime-branded hardware products, accessories, and spare parts contained in the original packaging ("Tiertime Product") against

defects in materials and workmanship when used normally in accordance with Tiertime's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("Warranty Period").

Tiertime's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

#### **WHAT IS NOT COVERED BY THIS WARRANTY?**

This Warranty does not apply to any non-Tiertime branded hardware products or any software, even if packaged or sold with Tiertime hardware. Normal consumable or expendable parts (such as filament, nozzle, fuses, lamps) or tools kits are not covered by this Warranty. Manufacturers, suppliers, or publishers, other than Tiertime, may provide their own warranties to you – please contact them for further information. Software distributed by Tiertime with or without the Tiertime brand (including, but not limited to system software) is not covered by this Warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Tiertime does not warrant that the operation of the Tiertime Product will be uninterrupted or error-free. Tiertime is not responsible for damage arising from failure to follow instructions relating to the Tiertime Product's use.

**This Warranty does not apply: (a) to normal consumable parts, such as filament, perfboards, flexboards, nozzles, fuses, airfilters, light bulbs, batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, flood, earthquake, war, lightning, act of God, act of violence, or other external cause; (e) to damage caused by operating the Tiertime Product outside Tiertime's published guidelines; (f) to any attempt by any person other than Tiertime personnel or its Tiertime Authorized Service Provider (TASP) (via the telephone or otherwise), to adjust, repair or support the Tiertime Products; (g) to a Tiertime Product that has been modified to alter functionality or capability without the written permission of Tiertime; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Tiertime Product; (i) if any serial number has been removed or defaced from the Tiertime Product; (j) to damage caused by accident, transportation, neglect, misuse, abuse or default of or by the Customer, its employees or agents or any third party, including but not limited to broken or cracked plastics; (k) to use of third-party computer program to connect or control Tiertime Product; (l) to modify, decompile, adjust, change or crack Tiertime's software to connect or control Tiertime Product; (m) to failure to follow the product instructions or failure to perform preventive maintenance; (n) to problems caused by using accessories, parts or components not supplied by Tiertime; (o) to products for which Tiertime has not received payment.**

#### **IMPORTANT RESTRICTION FOR TIERTIME SERVICE.**

Tiertime may restrict warranty service for UP Product(s) to the country where Tiertime or its Authorized Distributors originally sold the device.

## **YOUR RESPONSIBILITIES**

Before receiving warranty service, Tiertime or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Tiertime's procedures for obtaining warranty service.

Following warranty service your Tiertime Product(s) or a replacement device will be returned to you as your Tiertime Product(s) was configured when originally purchased, subject to applicable updates.

### **How long does this Limited Warranty last?**

This Limited Warranty lasts for the time period listed below:

- Limited Warranty of Tiertime-branded Product carries a 1-year Standard Limited Warranty.
- Extended Limited Warranty of Tiertime-branded Product is 1-year that shall be seamlessly started from original Standard Limited Warranty or previous valid Extended Limited Warranty.
- The warranty for a print head that is included as original Product is for Spare Part only and is effective for a period of 90 days after the date of purchase of the Product.

### **WHAT WILL TIERTIME DO IN THE EVENT THE WARRANTY IS BREACHED?**

Tiertime-branded product(s) may come with a 1-year free part replacement Limited Warranty, which Tiertime, at its option, repairs or replaces at no charge for parts and labor, with different delivery methods for warranty service, including but not limited to DIY services, carry-in or mail-in services.

Extensions of your Standard Limited Warranty may also be available after you purchase your product(s). To determine the warranty that came with your product(s), or the warranty extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Some components of the product(s) you purchased may have a shorter warranty than that listed on your packing slip, invoice, receipt or other sales documentation.

Prior to contacting Tiertime, a TASP, or TRS, you are recommended to consult User Manual or Tiertime's online knowledge base for troubleshooting.

Upon contacting Tiertime, you will be required to engage in a remote diagnosis session with the technical support agent to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions.

If Tiertime determines that the problem is **NOT** covered under this Limited Warranty, you may be offered an alternative fee based services.

If Tiertime determines the claim should be covered by warranty, Tiertime will, at its option, (i) repair the Tiertime Product using new or previously used parts that are equivalent to new in performance and reliability, (ii) replace the Tiertime Product with a device that is at least functionally equivalent to the Tiertime Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability, or (iii) exchange the Tiertime Product for a refund of your purchase price.

A replacement part or Tiertime Product assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a Tiertime Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Tiertime's property.

#### **HOW TO OBTAIN WARRANTY SERVICE?**

Please access and review the resources described below before seeking warranty service. If the Tiertime Product is still not functioning properly after making use of these resources, please contact a Tiertime representative or, if applicable, a TASP, using the information provided below. A Tiertime representative or TASP will help determine whether your Tiertime Product requires service and, if it does, will inform you how Tiertime will provide it. When contacting Tiertime via telephone, other charges may apply depending on your location.

#### **WARRANTY SERVICE OPTIONS**

Tiertime will provide warranty service through one or more of the following options:

**(i) Do-it-yourself (DIY) parts service.**

DIY parts service allows you to service your own Tiertime Product. If DIY parts service is available in the circumstances, the following process will apply.

**(a) Service where Tiertime requires return of the replaced Tiertime Product or part.**

Tiertime may require a credit card authorization as security for the retail price of the replacement Tiertime Product or part and applicable shipping costs. If you are unable to provide credit card authorization, DIY parts service may not be available to you and Tiertime will offer alternative arrangements for service. Tiertime will ship a replacement Tiertime Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced Tiertime Product or part. If you follow the instructions, you will not be charged for the Tiertime Product or part shipping to your location, but you still need to pay the shipping cost from your location. If you fail to return the

replaced Tiertime Product or part as instructed or return a replaced Tiertime Product or part that is ineligible for service, Tiertime will charge your credit card for the authorized amount.

**(b) Service where Tiertime does not require return of the replaced Tiertime Product or part.**

Tiertime will ship you free of charge a replacement Tiertime Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Tiertime Product or part.

(c) Tiertime is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact a TASP.

**(ii) Carry-in service.**

You may return your Tiertime Product to a TASP location offering carry-in service. Service will be performed at the location, or a TASP may send your Tiertime Product to a Tiertime Repair Service ("TRS") location to be serviced.

Once you are notified that service is complete, you can promptly retrieve the Tiertime Product from the TASP location.

**(ii) Mail-in service.**

If Tiertime determines that your Tiertime Product is eligible for mail-in service, Tiertime will issue a Return Material Authorization (RMA) Number which you must include with your returned product(s), and send you the instruction so that you may ship your Tiertime Product to an TRS or TASP location in accordance with Tiertime's instructions.

Tiertime may require a credit card authorization as security for the retail price of the replacement, labor, and shipping cost. **You must return the Product or Spare Part to Tiertime, TASP, or TRS in their original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the Equipment or Spare Part is lost or damaged in shipment.** Once service is complete, the TRS or TASP location will return the Tiertime Product to you. Tiertime will pay for shipping to your location if all instructions are followed, and the Product is still within the warranty, otherwise, you will be charged according the service involved.

Tiertime reserves the right to change the method by which Tiertime may provide warranty service to you, and your Tiertime Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Tiertime Product cannot be serviced in the country it is in. If you seek service in a country that is not the original country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. Where international service is available, Tiertime may repair or replace Tiertime Products and parts with comparable Tiertime Product and parts that comply with local standards.

**LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TIERTIME IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE TIERTIME PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE TIERTIME PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. TIERTIME DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY IOS DEVICE UNDER THIS WARRANTY OR REPLACE THE TIERTIME PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE TIERTIME PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **GENERAL**

No TIERTIME reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Tiertime Product purchase took place. Tiertime or its successor in title is the warrantor under this Warranty.

#### **Contact Methods**

Email: [support@tiertime.com](mailto:support@tiertime.com)

Customer Support (North America Only): 888-288-6124