

# 3D Printing Systems Extended Warranty Terms and Conditions

This warranty is valid only for the Australian and New Zealand customers.

In these terms and conditions We refer to the issuer of Your 3D Printing Systems Extended Warranty as 'We', 'Us' or 'Our'.

## *Important notes*

- 3D Printing Systems Extended Warranty is available with purchase of any UP 3D Printer purchased from us.
- It is available for either one or two years after the conclusion of the relevant Manufacturer's Warranty, depending on the extended warranty that You purchase (to a maximum combined total of three years).
- The 3D Printing Systems Extended Warranty applies alongside, and in addition to, Australian or New Zealand Consumer Law (see below).
- A separate 3D Printing Systems Extended Warranty must be purchased for every item You require to be covered under 3D Printing Systems Extended Warranty.
- The 3D Printing Systems Extended Warranty commences upon expiry of the Manufacturer's Warranty.
- You must retain and produce your tax Invoice in the event of a claim under 3D Printing Systems Extended Warranty.
- This 3D Printing Systems Extended Warranty does not constitute or create a contract of insurance between Us and You and this document should not be construed as a contract of insurance.
- You must purchase 3D Printing Systems Extended warranty within two weeks of purchasing your product.

## Your rights under Australian Consumer Law

At 3D Printing Systems, Our goods come with guarantees that cannot be excluded under Australian or New Zealand Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Your rights under Australian Consumer Law commence from the date of purchase and may run for the life of the product that you have purchased. In addition to the rights and remedies You may have available under Australian or New Zealand Consumer Law or any other law that applies to the goods or services that you purchase from 3D Printing Systems, You may also be entitled to additional benefits under the terms of any additional Manufacturer's Warranty that comes with your product.

The terms of any additional Manufacturer's Warranty that comes with your product do not in any way affect your rights under Australian Consumer Law.

In addition to the rights and remedies to which you may be entitled under Australian or New Zealand Consumer Law, by purchasing 3D Printing Systems Extended Warranty You will also be entitled to the benefits set out in these Terms and Conditions for a period of one or two years after the expiry of your Manufacturer's Warranty (depending on the coverage you choose, up to a maximum combined total of three years inclusive of the Manufacturer's Warranty period).

Where your covered Item breaks down as a result of a failure to comply with a consumer guarantee under Australian or New Zealand Consumer Law, you may be entitled to an alternative remedy to those set out in these Terms and Conditions. To claim this remedy, You should contact 3D Printing Systems.

## Definitions

Breakdown – means a breakdown of a covered Item, whether a result of mechanical issues or electrical issues that affects the functionality or operation of the Covered Item.

Covered Item – means the item identified on Our Tax Invoice, being an UP 3D Printer which You purchased from Us or approved stockist.

3D Printing Systems Extended Warranty – means the extended warranty for the Covered Item, the terms, conditions and Exclusions of which are set out in this document.

Dollar Limits – the maximum amount payable by Us under this 3D Printing Systems Extended Warranty will be the original Purchase Price of Your Covered Item (inclusive of GST) per claim.

Exclusions – means the circumstances that are not covered by the 3D Printing Systems Extended Warranty as set out in these terms and conditions.

Manufacturer's Warranty – means the original in box warranty coverage provided by the manufacturer in respect of the Covered Item.

Purchase Price – means the purchase price of the Covered Item specified on the Tax Invoice, inclusive of GST.

Replacement Terms – means the paragraphs in this document under the heading "Replacement Terms".

Tax Invoice – means the tax invoice that We issued to You for the Covered Item You have purchased and for which You have purchased a 3D Printing Systems Extended Warranty.

We, Us, Our – means the issuer of 3D Printing Systems Extended Warranty and the person from whom You purchased the Covered Item.

You, Your – means the person to whom We have issued Our Tax Invoice.

## 3D Printing Systems Extended Warranty Features and Benefits explained

### Peace of mind

3D Printing Systems Extended Warranty gives You the benefit of additional warranty protection after the conclusion of the standard Manufacturer's Warranty. Subject to the

Exclusions and Dollar Limits, 3D Printing Systems Extended Warranty provides You with peace of mind for any Breakdown of Your Covered Item, whether a result of mechanical issues or electrical issues that affects the functionality or operation of Your Covered Item.

This means that, under 3D Printing Systems Extended Warranty, if a Covered Item suffers a Breakdown at any time during the term of Your 3D Printing Systems Extended Warranty, the Covered Item will be repaired or replaced and the Breakdown does not amount to a major or minor failure to comply with one of the consumer guarantees under Australian Consumer Law.

## Your remedies under 3D Printing Systems Extended Warranty

During the period of 3D Printing Systems Extended Warranty, if You choose to make a claim under 3D Printing Systems Extended Warranty and it suffers a Breakdown that does not fall within the categories of Exclusions, then We will, at Our discretion:

- Repair the Covered Item; or
- Replace the Covered Item in accordance with our Replacement Terms.

### Repair

3D Printing Systems does not do on-site repair work. We will usually attempt to repair the Covered Item in the first instance, in which case work with you to identify the nature of the issue by phone or email and where possible supply the replacement parts to you at your location. Alternatively, we will direct You to a service centre. However, We will not always elect to repair the Covered Item (for example, if We determine that repairs are unlikely to be effective or economical) and in those cases, We will replace the item in accordance with the Replacement Terms.

*Repair Notice: You should be aware that, in some circumstances, goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.*

### Replacement Terms

If We elect to replace the Covered Item then We will replace the Covered Item with an identical item or, if an identical item is not available, an item with equivalent specifications to the Covered Item. The cost of replacement will not exceed the original Purchase Price of the Covered Item.

*Note: The replacement product We supply may have a lower selling price than the Covered Item and is a replacement based on equivalent specifications. Replacement of a Covered Item is not limited to the original manufacturer's brand due to availability of products and changes in technology. Where the original brand is no longer available for any reason, we may supply an equivalent product.*

## What is the duration of 3D Printing Systems Extended Warranty?

3D Printing Systems Extended Warranty commences on expiration of the Manufacturer's Warranty and ceases when the first of the following things occurs:

- We replace the Covered Item as a result of a claim;
- The date that is one year or two years after the expiration of the Manufacturer's Warranty, depending on the period of 3D Printing Systems Extended Warranty You purchased.

3D Printing Systems Extended Warranty only commences once the Manufacturer's Warranty has expired. During the period that the Manufacturer's Warranty still applies, You must exercise Your rights under the Manufacturer's Warranty rather than make a claim under 3D Printing Systems Extended Warranty.

## What if I sell the Covered Item?

If You sell the Covered Item, 3D Printing Systems Extended Warranty cannot be transferred to the new owner.

## What are the limits to Our liability under 3D Printing Systems Extended Warranty?

### Dollar Limits

The maximum amount payable by Us under 3D Printing Systems Extended Warranty will be the original Purchase Price of Your Covered Item (inclusive of GST) per claim. We may avoid or reduce a claim under 3D Printing Systems Extended Warranty if You make any misrepresentation or any fraudulent or dishonest act or omission in connection with the claim.

### Exclusions

The following ITEMS, COSTS and CLAIMS are excluded from cover.

### What ITEMS are not covered by Your 3D Printing Systems Extended Warranty?

- 3D Printing Systems Extended Warranty applies to one Covered Item only. If more than one item appears on the Tax Invoice, the Tax Invoice will identify the Covered Item to which the 3D Printing Systems Extended Warranty applies;

### What other COSTS are not covered by 3D Printing Systems Extended Warranty?

There are some costs that are not covered by 3D Printing Systems Extended Warranty and which You will have to pay in the event of a claim, unless You are able to recover those costs from another person. These are as follows:

- If required, you must deliver the Product to the Service Agent at your cost, 3D Printing Systems will cover the return cost back to you. It is recommended to have the product sent tracked and insured to avoid loss.

Other costs not covered by 3D Printing Systems Extended Warranty include:

- Any cost associated with access, repair, removal, replacement, installation or re-installation of the Covered Item, unless this has been approved by the Us and where the cost is in addition to the costs of assessment and any freight costs;

- Normal maintenance costs, including costs relating to the cleaning, lubrication, alignment, tuning, reprogramming or adjustment to the Covered Item;
- Any loss, damage, cost or expense in relation to loss of use or consequential loss resulting from any Breakdown of the Covered Item.

## **CLAIMS: what are the Exclusions?**

3D Printing Systems Extended Warranty does not cover any of the following components or specific conditions:

### **1. Normal Wear and Tear**

- Normal wear and tear is not covered, that is, problems with the operation or functionality of the Covered Item as a result of normal usage within manufacturer's recommendations. The covered item is used in excess of its rated durability cycles, a part in the product reaches the end of its service life; or
- Nozzles, extruder blocks (part of the print head), platform heaters, perfboards, filament, scrapers, cutters, knives, included tools and accessories.

### **2. Misuse**

- Breakdown as a result of improper or unauthorised modification or repair;
- Breakdown caused by a failure to follow the manufacturer's installation or operating instructions; or
- Breakdown caused by but not limited to, accidental or deliberate damage, neglect, abuse, wilful act, misuse, theft, foreign particles, water or liquid damage, corrosion or battery leakage, rust, mildew and mould;
- Breakdown of speakers as a result of overloading.

### **3. Consumable products and accessories**

- Breakdown or consumption of consumable products such as cables, cords, cartridges, software items, filters, filaments, tools, perfboards, nozzles and the like; or
- Breakdown of any accessories provided by the manufacturer with the Covered Item; or
- Breakdown of any accessories not provided by the manufacturer with the Covered Item.

### **4. External sources**

- Breakdown resulting from external sources including but not limited to infestation, flood, fire, interference, external wiring and connections, or non-compatibility of accessory equipment, electrical interference, power surges and voltage fluctuations; or
- Loss of software, data, floppy disks or CD-ROM disks as a result of viruses, malfunction or damage of an operating part; or
- Including electrical interference, power surges and voltage fluctuations

### **5. Non-operating or cosmetic deterioration**

- Any issues arising as a result of non-operating or cosmetic deterioration that do not affect the functionality or operation of the Covered Item.

### **6. Inherent defects announced by manufacturer**

- Breakdown caused by inherent defects such as date non-compliance, pre-existing defects, recalls or design defects where the manufacturer has notified the public of such defects; or
- A Covered Item that is subject to a manufacturer recall.

#### **7. Breakdowns or faults that occur or arise in the Manufacturer's Warranty period**

- Breakdown that occurs or arises during the term of the Manufacturer's Warranty period. You will not be able to lodge a claim for such a Breakdown under 3D Printing Systems Extended Warranty. In this instance You will be referred back to your supplier for remedy under the terms of the Manufacturer's Warranty. You may also be entitled to alternative rights and remedies from 3D Printing Systems and/or the manufacturer under Australian Consumer Law.

#### **8. Serial number is damaged or illegible**

- If the covered items serial number is damaged or illegible the warranty may be void.

#### **9. Third party accessories**

- The use of non-approved third party accessories may result in damage to the covered item will not be covered by this warranty.

## **What do You do if Your item breaks down?**

Review the manufacturer's product manuals and instructions, as this will often pinpoint what is wrong and advise You how to remedy the issue.

If the Covered Item is within the term of the Manufacturer's Warranty, contact your supplier to remedy the fault under the terms of the Manufacturer's Warranty. You may also be entitled to alternative rights and remedies from 3D Printing Systems and/or the manufacturer under Australian Consumer Law.

If the Covered Item is outside of the term of the Manufacturer's Warranty and you cannot identify the problem or the Covered Item needs repair, You can choose to:

- make a claim with 3D Printing Systems and bear the costs;
- make a claim against 3D Printing Systems or the manufacturer if there has been a breach of a consumer guarantee under Australian Consumer Law; or
- make a claim under 3D Printing Systems Extended Warranty.

To make a claim under 3D Printing Systems Extended Warranty, You will need to lodge a claim through one of the following methods:

- Online at [3dprintingsystems.freshdesk.com/support/tickets/new](https://3dprintingsystems.freshdesk.com/support/tickets/new)
- Call Us on 03 9099 0225
- Email Us at [support@3dprintingsystems.com](mailto:support@3dprintingsystems.com)

Please provide your name and address, model, serial number, date of purchase, and a complete description of the problem. This information will help 3D Printing Systems provide fast assistance.

Remember, any costs associated with repair, removal or installation of the Covered Item will not be paid unless first approved by Us.

## Your privacy

By requesting and accepting this 3D Printing Systems Extended Warranty, You will be supplying Us with personal information which We will hold so that We can administer Your 3D Printing Systems Extended Warranty, including processing claims and responding to Your queries.

The information is held by Us and may be disclosed to the company who covers Us for Our liability to You under 3D Printing Systems Extended Warranty and to other companies to enable the administration and management of 3D Printing Systems Extended Warranty or to service providers such as assessors and loss adjusters in the event of a claim.

With some exceptions You have rights of access to and correction of information upon request.