# **LulzBot**® Limited Warranty and Return Policy

# For LulzBot Branded 3D Printers/Accessories Only

IMPORTANT: BY USING YOUR LULZBOT PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE LULZBOT® LIMITED WARRANTY ("WARRANTY") AS SET OUT BELOW. DO NOT USE YOUR PRODUCT 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 AND RETURN IT WITHIN THE RETURN PERIOD STATED IN LULZBOT'S RETURN POLICY (FOUND AT THE END OF THIS WARRANTY POLICY) OR THE AUTHORIZED RESELLER WHERE YOU PURCHASED IT FOR A REFUND.

#### **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, LULZBOT 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. LULZBOT 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, LULZBOT LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT LULZBOT'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.

# **TRANSFER OF OTHER WARRANTIES**

In the case of equipment and accessories not manufactured by LulzBot, if a warranty is extended by the manufacturers thereof and transferable to Customer, LulzBot shall transfer such warranty to Customer.

# WHAT IS COVERED BY THIS WARRANTY?

# New products:

LulzBot of 1001 25th St N Fargo ND, U.S.A. ("LulzBot") warrants the LulzBot-branded 3D printer contained in the original packaging ("LulzBot Product") against defects in materials and workmanship when used normally in accordance with LulzBot's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end user ("Warranty Period"). Accessories such as Tool Heads, printer enclosures, and miscellaneous parts purchased separate from a 3D printer are covered for NINETY (90) DAYS. LulzBot's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

#### Factory refurbished products:

LulzBot warrants to the original purchaser that factory refurbished Product (the "Factory Refurbished Products") are free from defects in material and workmanship for a period of NINETY (90) DAYS from the date of shipment to Customer. LulzBot makes its best reasonable effort to restore Factory Refurbished Products to function as new, however factory refurbished status indicates Factory Refurbished Products are, in practice, second-hand goods. Factory Refurbished Products are more likely to have cosmetic shortcomings and more likely to have a shorter expected useful life, as compared to new assembled Products.

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

This Warranty does not apply to any non-LulzBot branded hardware products or any software, even if packaged or sold with LulzBot hardware unless the manufacturers, suppliers, or publishers, other than LulzBot, provide their own warranties to you — in which case the transfer of warranty clause shall be in effect. Software distributed by LulzBot with or without the LulzBot brand (including, but not limited to 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. LulzBot does not warrant that the operation of the LulzBot Product will be uninterrupted or error-free. LulzBot is not responsible for damage arising from failure to follow instructions relating to the LulzBot Product's use.

# Legacy products:

LulzBot Legacy products may obtain service and parts from LulzBot for up to 3 years after the product is no longer sold—or longer, where required by law. Legacy products are those that have not been manufactured for 3 years. Legacy products continue to receive limited hardware service subject to availability of inventory, or as required by law.

Legacy Printers	Legacy Accessories
LulzBot Mini 2, TAZ 6	Aerostruder Tool Head

# Discontinued products:

Discontinued products are those whose sales were discontinued more than 3 years ago. LulzBot has discontinued all hardware service and support for these products, with no exceptions.

#### Discontinued Printers

AO-100, AO-101 TAZ, TAZ 2, TAZ 3

Kittaz, TAZ 4, TAZ 5, LulzBot Mini

#### Discontinued Accessories

Dual Extruder v1, FlexyDually v1, FlexyDually v2, Flexystruder, Flexystruder v2, Dual Extruder v2, Dual Extruder v3, MOARStruder

This Warranty does not apply: (a) to protective coatings that are designed to diminish over time or batteries, 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 unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product that does not meet the LulzBot Product's specifications (LulzBot Product specifications are available at www.LulzBot.com under the technical specifications for each product); (d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (e) to damage caused by incorrect packaging during shipping; (f) to damage caused by operating the LulzBot Product outside LulzBot's published guidelines; (g) to damage caused by service (including upgrades, refurbishment, attempted repairs, and expansions) performed by anyone who is not a representative of LulzBot; (h) to a LulzBot Product that has been modified to alter functionality or capability without the written permission of LulzBot; (i) to defects caused by normal wear and tear or otherwise due to the normal aging of the LulzBot Product; (j) if any serial number has been removed or defaced from the LulzBot Product; or (k) if LulzBot receives information from relevant public authorities that the product has been stolen and you cannot prove in any way that you are the authorized user of the product (eg. by presenting proof of purchase).

LULZBOT PRODUCTS FUNDAMENTALLY USE FILAMENT OR OTHER MATERIALS ("MATERIALS") TO CREATE A USER'S DESIRED END CREATION OR ITEM ("ITEM"). THESE MATERIALS VARY WIDELY IN SUITABILITY AND FITNESS FOR PARTICULAR PURPOSES OR OTHER APPLICATIONS. LULZBOT DOES NOT MANUFACTURE, ENDORSE, CERTIFY, OR CLAIM ANY SPECIFIC SUITABILITY OR FITNESS FOR SUCH MATERIALS, OR ANY ITEM CREATED USING SUCH MATERIALS. USERS MUST INDEPENDENTLY VERIFY A MATERIAL OR ITEM'S SUITABILITY AND FITNESS FOR THE INTENDED PURPOSE OR USE. IT IS THE USER'S SOLE RESPONSIBILITY TO UTILIZE THEIR OWN RESOURCES (LEGAL, ENGINEERING, SCIENTIFIC, OR OTHERWISE) TO ENSURE THEIR APPLICATION OF THE PRODUCTS, MATERIALS AND ITEMS COMPLY WITH ALL THE LAWS, RULES AND REGULATIONS RELEVANT TO THEIR INTENDED PURPOSE OR USE. LULZBOT SPECIFICALLY DISCLAIMS ANY LIABILITY, LOSS OR RISK, PERSONAL OR OTHERWISE, WHICH IS INCURRED AS A CONSEQUENCE, DIRECTLY OR INDIRECTLY, OF THE USE OF THE PRODUCTS, MATERIALS, OR ITEMS. TO THE FULLEST EXTENT LEGALLY PERMITTED, LULZBOT EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPLICIT WARRANTY OF FITNESS FOR THE USE OF A PARTICULAR PRODUCT, MATERIAL, OR ITEM, THE PRECISE NATURE AND CIRCUMSTANCES OF SAID PRODUCT, MATERIAL, OR ITEM OR USE BEING UNFORESEEN AND UNFORESEEABLE TO LULZBOT.

## YOUR RESPONSIBILITIES

IF YOUR LULZBOT PRODUCT IS CAPABLE OF STORING DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, LulzBot or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow LulzBot's procedures for obtaining warranty service. Before submitting your LulzBot Product for warranty service you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable any security passwords.

DURING WARRANTY SERVICE IT IS POSSIBLE THAT THE CONTENTS OF THE LULZBOT PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT LULZBOT AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE LULZBOT PRODUCT SERVICED

Following warranty service your LulzBot Product or a replacement device will be returned to you as your LulzBot Product was configured when originally purchased, subject to applicable updates. LulzBot may install firmware updates as part of warranty service. Recovery and re-installation of other data and information are not covered under this Warranty.

# WHAT WILL LULZBOT DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a claim to LulzBot in accordance with this warranty, LulzBot will, at its option:

- (i) repair the LulzBot Product using new or previously used parts that are equivalent to new in performance and reliability, or
- (ii) replace the LulzBot Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability.

LulzBot may request that you replace certain user-installable parts or LulzBot Products. A replacement part or LulzBot Product, including a user-installable part (ie: tool head) that has been installed in accordance with instructions provided by LulzBot, 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 LulzBot Product or part is replaced, any replacement item becomes your property and the replaced item becomes LulzBot's property.

# **HOW TO OBTAIN WARRANTY SERVICE?**

Please access and review the online help resources described below before seeking warranty service.

LulzBot User Forum: https://forum.lulzbot.com/

Search the LulzBot User Forum for a solution. You may find an answer to your question there.

OHAI Assembly Instructions: https://ohai.lulzbot.com/

View the LulzBot Open Hardware Assembly Instructions (OHAI) installation and assembly guides for your printer.

- **CURA Firmware Flashing Tutorial**: https://www.lulzbot.com/learn/tutorials/firmware-flashing-through-cura Flash the firmware on your printer using the Cura Firmware Flashing Tutorial
- LulzBot Technical Support: https://www.lulzbot.com/support

When contacting support, video or photos are extremely helpful to illustrate the issue(s) you have, if applicable.

If the LulzBot Product is still not functioning properly after making use of these resources, please contact a LulzBot representative or, if applicable, the LulzBot authorized reseller you purchased your product from. A LulzBot representative will help determine whether your LulzBot Product requires service and, if it does, will inform you how LulzBot will provide it. When contacting LulzBot via telephone, other charges may apply depending on your location.

Returns of all Products purchased from LulzBot authorized resellers must be processed through such reseller and not directly through LulzBot. LulzBot will not accept for return any Products Customer purchased from a reseller, unless otherwise agreed by LulzBot.

# **RMA REQUIRED FOR ANY RETURN**

A Return Merchandise Authorization ("RMA") number **must** be obtained from LulzBot before Customer can return any Product for warranty service. A LulzBot representative will gather the appropriate account and product information and verify warranty status. LulzBot must receive notification of the need for warranty service before the end of the applicable limited warranty period. LulzBot will supply instructions on how to properly pack, address, and indicate RMA # on your LulzBot product. A packaging material (\$75) fee may apply if you do not have your original Product packaging for shipping and may delay the return process.

To obtain an RMA number, please contact LulzBot by mail, email, or telephone as follows:

(Phone support available 5 days a week, Monday through Friday: 8:00 a.m. to 4:30 pm Central Time)

LulzBot Technical Support Department 1001 25th Street North Fargo, North Dakota 58102 USA Telephone: +1-701-809-0800 ext 2

Email: <a href="mailto:support@lulzbot.com">support@lulzbot.com</a>

Any approved RMA should be considered provisional, based on verification of in-warranty status when the Product is received by LulzBot. If LulzBot determines that the Product is out-of-warranty, Customer will be notified. At the Customer's discretion, LulzBot will either scrap the out-of-warranty Product, return it to Customer, or provide non-warranty repair at the request of the customer (see non-warranty repair section of this warranty policy).

# **WARRANTY SERVICE OPTIONS**

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

(i) If LulzBot determines that your LulzBot Product is eligible for warranty service, LulzBot will send you a shipping address for product return. Instructions may be sent to you via email or in hard copy. Once service is complete, LulzBot will return the product to you. To prevent unwarrantable damage to your product, ensure all instructions regarding the method of packaging and shipping the LulzBot Product are followed

THE WARRANTY MAY NOT AUTOMATICALLY INCLUDE COSTS INCURRED FOR SHIPPING DEFECTIVE PRODUCTS FOR INSPECTION AND/OR REPAIR, NOR FOR SHIPPING COSTS OF REPLACEMENT OR REPAIRED PRODUCT(S) BACK TO CLAIMANT. CUSTOMER IS RESPONSIBLE FOR ALL SHIPPING CHARGES FOR RMA PRODUCT REGARDLESS OF PRODUCT WARRANTY STATUS. IF LULZBOT PRODUCT IS WITHIN FIRST 30 DAYS OF PURCHASE, LULZBOT MAY CHOOSE TO COVER ALL SHIPPING EXPENSES INCURRED DURING BOTH INBOUND AND OUTBOUND SHIPMENTS FOR SERVICING.

(ii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own LulzBot Product. If DIY parts service is available in the circumstances, the following process will apply.

(a) Service where LulzBot requires return of the replaced LulzBot Product or part. LulzBot may require a credit card authorization as security for the retail price of the replacement LulzBot 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 LulzBot will offer alternative arrangements for service.) LulzBot will ship a replacement LulzBot Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced LulzBot Product or part.

IF YOU FOLLOW THE INSTRUCTIONS, LULZBOT WILL CANCEL THE CREDIT CARD AUTHORIZATION FOR PRODUCT OR PART, SO YOU WILL ONLY BE CHARGED FOR THE SHIPPING TO AND FROM YOUR LOCATION. IF YOU FAIL TO RETURN THE REPLACED LULZBOT PRODUCT OR PART AS INSTRUCTED OR RETURN A REPLACED

PRODUCT OR PART THAT IS INELIGIBLE FOR SERVICE, LULZBOT WILL CHARGE YOUR CREDIT CARD FOR THE AUTHORIZED AMOUNT.

- (b) Service where LulzBot does not require return of the replaced LulzBot Product or part. LulzBot will ship you free of charge a replacement LulzBot Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced LulzBot Product or part.
- (c) LulzBot is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact LulzBot at the telephone number listed in this Warranty.
- (d) Notwithstanding any language in this limited warranty to the contrary, LulzBot shall have the right to discontinue the availability of any Product or components or replacement parts thereof, or to make design changes or improvements in the Products at any time and such discontinuance or change shall not constitute a breach of warranty, or result in liability for LulzBot under any legal theory whatsoever. LulzBot shall have no obligation to retrofit, change or improve Products purchased by Customer prior to the discontinuance or change.

LulzBot reserves the right to change the method by which LulzBot may provide warranty service to you, and your LulzBot 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. You may be responsible for shipping and handling charges. If you seek service in a country that is not the 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. For international service, LulzBot may repair or replace LulzBot Products and parts with comparable LulzBot Products and parts that comply with local standards.

## **LIMITATION OF LIABILITY**

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LULZBOT 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 LULZBOT 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. LULZBOT DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY LULZBOT PRODUCT UNDER THIS WARRANTY OR REPLACE THE LULZBOT PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE LULZBOT 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.

# **NON-WARRANTY REPAIR**

In the event that a LulzBot product experiences a malfunction beyond its warranty period (Standard and/or Extended), LulzBot, at its discretion, will determine if the product is a candidate for a Non-Warranty Repair.

In the event that a Non-Warranty repair is approved, a LSR (LulzBot Service Repair) will be issued. Issuance of this LSR is contingent upon the diagnoses of a LulzBot Support Technician. Any product repairs outside of the standard warranty period must be returned toLulzBot for the repairs to be conducted.

## **GENERAL**

No LulzBot 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 LulzBot Product purchase took place. LulzBot or its successor in title is the warrantor under this Warranty.

# Fargo Additive Manufacturing Equipment 3D, LLC Return Policy

# 1. RETURNS

The original purchaser ("Customer") of a product from Fargo Additive Manufacturing Equipment 3D, LLC ("FAME 3D") may return most new products within thirty (30) days of purchase, unless noted in the Return Policy Exceptions listed in Section 5 of this return policy.

#### 2. RETURN MERCHANDISE AUTHORIZATION PROCESS

2.1 A Return Merchandise Authorization ("RMA") number must be obtained from FAME 3D before Customer can return any product to FAME 3D. Any request for issuance of an RMA must be made within thirty (30) days of purchase. RMA product shipments cannot not be combined or co-mingled with other shipments, only the product being returned should be included in the packaging. The RMA number must be included on the outside packaging of the returned product. To obtain an RMA number, or to ask questions about this Return Policy, contact FAME 3D by mail, email, or telephone as follows:

FAME 3D Technical Support Department 1001 25th St N Fargo, North Dakota 58102 USA

Telephone: +1-701-809-0800 ext 2

Email: <a href="mailto:support@lulzbot.com">support@lulzbot.com</a>

2.2 Customer is responsible for all shipping charges for RMAs to FAME 3D and FAME 3D is responsible for all shipping charges to return the product or its replacement to the Customer, if necessary, unless stated otherwise in this Return Policy. FAME 3D recommends shipping packages with a carrier that can provide tracking and insurance. FAME 3D is not responsible for packages lost or damaged in transit.

# 3. <u>REFUNDS</u>

Refunds will be issued to the original form of payment (e.g. credit card, PayPal). FAME 3D will refund the original purchase price of products and related sales taxes, less the original shipping charges, if any, and less a restocking fee equal to ten percent (10%) of the original purchase price for 3D Printers and equal to fifteen percent (15%) of the original purchase price for all other products.

## 4. CANCELLATIONS

ORDERS CAN BE CANCELED FOR ANY REASON UP UNTIL THE TIME OF SHIPMENT.

LulzBot is not responsible for orders that ship prior to the estimated shipping date/times if provided. Orders that have already been shipped to the customer cannot be canceled and must go through our returns process as described in this policy.

Special orders or custom built components cannot be canceled once in production.

#### 5. RETURN POLICY EXCEPTIONS

Products must be in original packaging and in a new, resellable condition. NOTE: additional information and/or pictures may be requested to complete your return. Customers must have a proof of purchase for all returns. Filament must be sealed, PEI, and other consumable items must be unused. Products that have been used or fully/partially installed are non-returnable. Returned, unsealed filament will only be accepted if the filament is found by FAME 3D to be defective, and shall be treated as a limited warranty item (please see FAME 3D's Limited Warranty).

- Shipping fees for the original order are non-refundable.
- All returns or exchanges must be made following our Return Merchandise Authorization Process as noted in section 2 of this return policy.
- Returns not shipped within 15 days from the date the RMA was issued to the customer will be canceled.

FAME 3D will not accept for return any products Customer purchased from a Reseller, unless otherwise agreed by FAME 3D. Returns of all products purchased from FAME 3D authorized resellers must be processed through such resellers and not directly through FAME 3D. If a Customer returns products that do not meet the conditions of this Return Policy, the products will be sent back to the Customer at the Customer's expense, payment for which may be required by FAME 3D in advance of shipping.

# 6. NOT A WARRANTY

THIS RETURN POLICY IS NOT A WARRANTY. Please see FAME 3D's Limited Warranty for the return of defective products