



GUARANTEE TERMS AND CONDITIONS

1) General guarantee terms and conditions

- a) If sale is made to parties other than consumers, meaning those to whom the statutory regulations regarding consumer protection and goods non-compliance with the contract do not apply (hereinafter referred to as the 'Buyer'), a guarantee is valid with regard to physical defects of goods. The provisions regarding warranty are excluded and do not apply.
- b) If sale is made to parties being consumers, meaning those to whom the statutory regulations regarding consumer protection and goods non-compliance with the contract apply (hereinafter referred to as the 'Buyer'), a guarantee is valid with regard to physical defects of goods without prejudice to other rights or claims resulting from the generally binding laws.
- c) 3DGence sp. z o.o. with its registered office in Katowice (hereinafter referred to as '3DGence' or the 'Guarantor') grants a 12-month guarantee for the products sold subject to wear and tear – 3D printers (hereinafter referred to as the 'Products'). The deadline is extended for the time in which the Buyer, owing to a defect of the goods covered with the guarantee, may not use the goods, counting from the day of reporting the defect to 3DGence to the day of receiving the Product after service repair.
- d) The guarantee period starts at the moment of transferring the risk of accidental loss or damage of the Product to the Buyer in accordance with the General Terms of Sales published on the <https://3dgence.com> website (hereinafter referred to as the 'GTS').
- e) Products must be used in accordance with the operating instructions and material recommendations available on the manufacturer's website: <https://3dgence.com/support>.
- f) 3DGence is liable only for the defects originating due to the reasons inherent in the Product sold, and as a result of its proper use with the dedicated material applied.
- g) 3DGence commits to repair free-of-charge any Product defects disclosed in the guarantee period in accordance with the terms and conditions of the guarantee.
- h) The rights under the guarantee do not cover the right to damages or claiming a reimbursement of lost profits as a result of the Product defects. The guarantor is not liable for losses in property caused by a defective Product. The liability of 3DGence is limited to the value of the Product purchase.
- i) This guarantee is solely governed by the legal rules binding in the territory of the Republic of Poland.

2) Defect reporting

- a) A Product defect must be reported through the form published on the <https://3dgence.com/support> website.
- b) Reporting a Product defect and shipping the Product to the service is equivalent to the acceptance of the rules comprised in the service report.
- c) Before shipping the defective Product, the Buyer is obliged to remove the parts or products which have not been supplied by 3DGence and make back-up copies of any information and data present in the device – the Product. 3DGence is not liable for any loss or recreation of software or data.
- d) When reporting a faulty Product, the Buyer provides a full description of the Product defect, in consideration of the work environment and the method of the defect disclosure, photos or a video presenting the defect, as well as the Product serial number.
- e) Only the authorised 3DGence service is entitled to assess the Product defects.



- f) In case of justified shipment to guarantee repair, the costs of transport to the service are covered by the Buyer, and the return shipment is covered by 3DGence.
- g) In case of unjustified shipping of a Product to guarantee repair, i.e. if the defect is not covered by the guarantee or the device – the Product proves to be in working order, the Buyer is charged with the costs of transport to and from the service, as well as the costs of the device review, at the rates specified in the binding service pricelist.
- h) The Buyer is obliged to properly prepare and secure the Product for the time of transport, in its original packaging. 3DGence is not liable for any possible Product defects originating in transport.

3) Defect repair

- a) The Guarantor shall apply utmost effort to repair a defect within up to 21 business days of the defective Product receipt by the 3DGence service.
- b) In justified cases the deadline for the defect repair may be postponed, e.g. as a result of missing spare parts or the necessity of importing spare parts from abroad.

4) The guarantee does not cover:

- a) Mechanical damage resulting from improper operation or thermal and chemical defects or any defects resulting therefrom.
- b) Defects resulting from overvoltage or other acts of God.
- c) Losses caused by weather conditions, pollution, flood or humidity.
- d) Operating materials or parts of the device which may get worn and torn before the lapse of the guarantee when using the device in accordance with its destination.
- e) Defects resulting from non-compliance with the material recommendations published on the <https://3dgence.com/support> website, or ones resulting from working with materials which are not listed in the Certified Materials Database.
- f) Damage resulting from a failure to use the 3DGence Slicer software recommended by 3DGence.
- g) Activities which are described in the operating instructions, which the Buyer is obliged to carry out on their own and at their own cost, specifically periodical inspection, maintenance or replacement of parts owing to normal operating wear and tear.

5) The user loses its rights under the guarantee in the following cases:

- a) If any repair or parts replacement is done on their own by persons who have not been authorised by the Guarantor.
- b) Defects resulting from incorrect use of the device, in breach of the operating instructions.
- c) Tearing any service seal, which confirms an unauthorised interference.
- d) Making structural changes, using the device for purposes other than foreseen, reconfiguring the device – the Product or extending it by persons which have not been authorised by the Guarantor.