

Inventables, Inc. 328 S. Jefferson St, Suite 260 Chicago, IL 60661 (312) 775-7009 www.inventables.com

# X-Carve Pro Limited Warranty (as of October 5th, 2020)

Your purchase of an X-Carve Pro from Inventables, Inc. ("we," "us," "our") includes the following limited warranty.

## Who is Covered by this Limited Warranty?

This warranty is extended only to the original end-user purchaser ("you") of the X-Carve Pro.

## **How Long Does This Limited Warranty Last?**

This limited warranty expires on the first anniversary of the date of delivery of the X-Carve Pro to you.

#### What is Covered?

We warrant to you during the period of this limited warranty that the X-Carve Pro you purchased from us conforms to our published specifications outlined in Exhibit A, and is free from defects in materials or workmanship. In the event that during the warranty period, your X-Carve Pro fails to conform to our published specifications or proves to be defective in materials or workmanship, we will provide you with new replacement parts to correct any such failure or defect. Labor is included for all components, that were not free from defects in materials or workmanship, and not listed in Exhibit B as self serviceable by the customer.

Any replacement product or parts provided to you during the warranty period are warrantied to meet our published specifications and to be free from defects in materials or workmanship for the balance of the original warranty period. Any replaced product or parts become our property.

This warranty extends only to eligible X-Carve Pro devices. This warranty does not cover Easel software or any other software sold or provided by us or any third party.

# What is not covered by this Warranty

The following items are expressly excluded from warranty coverage:

- Defects in the X-Carve Pro related, in any way, to the use of any media that is not included within the approved materials list for X-Carve Pro, outlined in Exhibit C, posted by Inventables from time to time.
- The replacement of any part designated below as a "wear part."
- Defects related to any third-party parts, software, components, or peripheral devices.
- Defects that are only cosmetic in nature.
- Defects related to: failure to perform periodic maintenance as specified in the user documentation; operation for unintended purposes; operation outside of our specifications or user documentation; operation beyond the usage parameters stated in the X-Carve Pro user documentation.
- Defects related to improper loading of materials or media in the X-Carve Pro.
- Acts of God or other events or conditions outside our control, including fire, flood, lightning, improper electrical currents and the like.
- All other defects, failures or damage not considered failures to comply with published specifications or defects in materials or workmanship.

## **Wear Parts Not Covered by this Limited Warranty**

The following parts are "wear parts" and are not covered by this warranty:

 Clamps, Clamp bases and any components designated for clamping material to the waste board

- Waste board
- Collets
- Materials or Media to be cut or carved
- Belts
- Milling bits

## Actions that will void this Warranty

The following actions relating to the X-Carve Pro will void this warranty and any defects related to any of the following actions are not covered by this warranty:

- Alteration to any hardware or firmware included with the X-Carve Pro.
- Overriding or attempting to override or attempting to remove any guards or other safety features
- Misuse, abuse, accident, neglect, or improper storage when not in use for extended periods.
- Use for any unlawful purpose.
- The performance of service on the X-Carve Pro by anyone other than you, us or a service representative designated by us.
- Using any material not approved for use in X-Carve Pro in Exhibit C

## **How to Contact Us for Replacement Parts**

If you experience a problem with your X-Carve Pro during the warranty period, contact us and we will attempt to resolve the problem with you directly. For these purposes, we can be reached at 312-775-7009, [Monday-Friday 9-5 CST] or online at

https://inventables.desk.com/customer/portal/emails/new. If the problem cannot be resolved, we will provide you with instructions on returning parts to us, and we will obtain information

necessary to ship replacement parts to you. We will cover the delivery costs to send any approved replacement parts to you.

When you contact us, please be prepared to provide us with the serial number of your X-Carve Pro, the order number and date of purchase. You may also be required to provide proof of purchase to obtain warranty coverage.

#### **Disclaimer of Warranties**

THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY US CONCERNING YOUR X-Carve Pro. WE DISCLAIM ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT IN ALL JURISDICTIONS WE DISCLAIM IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

## **Limitation of Liability and Exclusive Remedy**

IN NO EVENT WILL WE OR OUR EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE IN CONTRACT, WARRANTY, TORT OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER LOSSES (OTHER THAN THE COST OF THE PRODUCT OR ITS REPLACEMENT) THAT ARISE DIRECTLY OR INDIRECTLY OUT OF YOUR PURCHASE OR USE OF THE X-Carve Pro, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ALSO DISCLAIM ANY LIABILITY FOR CLAIMS ARISING OUT OF THE MISUSE, FAULTY REPAIR OR IMPROPER MODIFICATION OF THE X-Carve Pro. YOUR ONLY RECOURSE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS RELATED TO THE X-CARVE PRO YOU PURCHASE FROM US IS THE RIGHT TO RETURN DEFECTIVE PRODUCTS AND PARTS AND OBTAIN AT OUR OPTION A REPLACEMENT OR, IN EXTRAORDINARY CASES, A REFUND OF THE PURCHASE PRICE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) EXCEED THE PURCHASE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES INCLUDING PERSONAL INJURY, THE LIMITATIONS OF LIABILITY DESCRIBED ABOVE MAY

NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. YOU AGREE THAT IN ALL JURISDICTIONS, OUR LIABILITY FOR YOUR PURCHASE AND USE OF THE X-Carve Pro IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW TO THE PURCHASE PRICE OF THE PRODUCT.

## **Applicability of Limited Warranty; Your Agreement**

This Limited Warranty is the complete and exclusive understanding between you and us, superseding all prior agreements, oral or written, and all other communications between you and us relating to the subject matter of this Agreement. None of our employees, representatives or any other person is authorized to make any representations or statements inconsistent with this Limited Warranty or the product's specifications. Any such representations or statements are void. You, as the purchaser of an X-Carve Pro, acknowledge that you have read this Limited Warranty, you understand it, and you are bound by its terms.

#### Exhibit A

- 1. Published machine specifications supported by this warranty:
  - a. Drive System: High-precision 25mm ball screws with linear guides
  - b. Drive Motors: NEMA-23 with 292 oz-in
  - c. Power: 120VAC +/-10% @ 60Hz +/-5%
  - d. Spindle
    - i. Model: 1500W spindle with pre-programmed variable frequency drive (VFD)
    - ii. RPM: 8,000-24,000
  - e. Rapid Speed Max: 300 IPM

#### Exhibit B

- 1. Parts that are approved as self-serviceable by the customer
  - a. waste board
  - b. ER-11a with 1/8" and 1/4" collets included
  - c. Y1 axis belt
  - d. Y2 axis belt
  - e. X axis belt
  - f. Z axis belt
  - g. Limit switches (x, y1, y2, z)
  - h. linear guides (lubrication only)

## **Exhibit C**

- 1. Materials officially approved for use in X-Carve Pro\*:
  - a. ABS
  - b. Acrylic
  - c. HDPE
  - d. Hard and Soft woods of any natural wood species
  - e. Aluminum\*\*
  - f. Corian
  - g. FR1 Machinable Circuit Board Blanks
  - h. Delrin
  - i. Expanded PVC
  - i. Machinable Foam
  - k. Machinable Wax

<sup>\*</sup>In order to achieve optimal results when carving, proper cut settings and chip removal are required. Inventables continues to test and refine cut settings for materials and will provide updated recommendations in the Easel software when available.

<sup>\*\*</sup> For optimal results in aluminum and non-ferrous metals, lubrication and tools specifically designed for metals are required.