## **X-Carve Limited Warranty**

This X-Carve Limited Warranty ("Limited Warranty") between the original end-user purchaser of the X-Carve ("you," "your") and Inventables, Inc. ("we," "us," "our"), located at 600 W Van Buren St, Suite 215 Chicago IL 60607, provides warranty coverage for your X-Carve, subject to the following terms and conditions.

## Who is Covered by this Limited Warranty?

This Limited Warranty is extended only to you, the original end-user purchaser of the X-Carve.

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

This Limited Warranty expires on the 6 month anniversary of the ship date of the X-Carve to you (the "Warranty Period").

#### What is Covered?

We warrant to you during the period of this Limited Warranty that the X-Carve 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 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.

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 Warranty Period. When you send us the original product or parts to be replaced, the original product or parts become our property.

This Limited Warranty extends only to eligible X-Carve devices. This Limited 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 related, in any way, to the use of any media that is not included within the approved materials list for X-Carve, outlined in Exhibit B, posted, maintained and updated 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: (1) failure to perform periodic maintenance as specified in the user documentation; (2) operation for unintended purposes; (3) operation outside of our specifications or user documentation; or (4) operation beyond the usage parameters stated in the X-Carve user documentation.
- Defects related to improper loading of materials or media in the X-Carve.
- Acts of God or other events or conditions outside our control, including fire, flood, lightning, improper electrical currents or similar events.
- 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:

- Small Clamp Feet, Inventables part #30672-07
- Large Clamp Feet, Inventables part #30672-08
- Clamp Base Boosters, Inventables part #30672-09
- Clamp Arms, Inventables part #s: 30673-09, 30673-10, 30673-11, 30673-12
- Clamp Screws, Inventables part #s: 30674-11, 30674-12, 30674-13, 30674-14, 30674-15
- Waste Board, Inventables part #30886-01
- Any Materials or Media to be cut or carved
- Any Milling bits
- Any Collets

#### Actions that will void this Limited Warranty

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

- 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 by anyone other than you, us or a service representative designated by us.
- Using any material not approved for use in X-Carve in Exhibit B

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

If you experience a problem with your X-Carve 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 <a href="https://inventables.zendesk.com/hc/en-us/">https://inventables.zendesk.com/hc/en-us/</a>. If the problem cannot be resolved, we will provide

https://inventables.zendesk.com/hc/en-us/. 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. If you are requested to return a part for repair or exchange covered by our Limited Warranty, and if we are not prohibited from shipping to you by United States law, such as a U.S. embargo, Inventables will cover the cost of shipping.

To receive your replacement parts, you must provide us with the order number of your original X-Carve order, the date of purchase, and proof of purchase. You may also be required to provide additional proof of purchase to obtain warranty coverage.

#### **Limitation of Implied Warranties**

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY US CONCERNING YOUR X-CARVE. TO THE FULLEST EXTENT PERMITTED BY LAW, 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. IN ANY EVENT, NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE TERM OF THIS LIMITED WARRANTY.

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, 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. YOUR ONLY RECOURSE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS RELATED TO THE X-CARVE 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 X-CARVE. 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 IS, TO THE FULLEST EXTENT PERMITTED BY LAW, LIMITED 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 Limited Warranty. 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, acknowledge that you have read this Limited Warranty, you understand it, and you are bound by its terms. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### Exhibit A

- 1. Published machine specifications supported by this warranty:
  - a. Spindle
    - i. USA Outlets (110V)

1. Model: Makita rt0701c

2. Amps: 6.5Amps

3. Horsepower: 1-1/4HP

4. No load speed: 10,000-30,000 RPM

- b. Accuracy: A properly tuned and calibrated machine should get to a resolution of ~0.075mm to 0.13mm
- c. Electronics: X-Controller with Grbl Installed (USB)
- d. Input voltage: 115VAC or 230VAC (selectable).
- e. Rapid Rate Recommended Defaults: X-Axis: 8000 mm / min, Y-Axis 8000mm / min, Z-Axis 2000mm / min

## **Exhibit B**

- 1. Materials officially approved for use in X-Carve should not exceed dimensions of: Width (X-axis): 37 inches (93.98 cm), Depth (Y-axis): no set limitation when operating with proper infeed and outfeed solutions due to open front and back machine design, Height (Z-axis): 4.5 inches (11.4 cm) and are as follows:
  - 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
  - j. Machinable Foam
  - k. Machinable Wax