

MaHer Soft Technologies Private Limited

Exclusive Limited Warranty

MaHer Soft Technologies Pvt Ltd (“MaHer Soft”) gives warranty to the customers for all MaHer Soft branded products against any manufacturing defects for the duration period specified on the product description page. The warranty period for MaHer Soft branded products is one year from the date of retail purchase by the original user.

The Limited Warranty applies only to the hardware products manufactured by or for MaHer Soft products and which bears the logo or trademark of MaHer Soft. This Limited Warranty does not apply to any non-MaHer Soft products or any software, even if the product is packaged or sold with MaHer Soft hardware. However, the non MaHer Soft manufacturers, suppliers or publishers may provide their own warranties to the purchasers, for which MaHer soft will not be liable nor responsible. However, MaHer Soft guarantees that it will repair MaHer Soft branded hardware products for any of the defects in their products as permitted by the law, within the time of Limited Warranty period.

This warranty does not apply: (a) to damage caused by purchaser; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake, an act of god or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by MaHer Soft; (d) to damage caused by any repair or service (including upgrades and expansions) performed by anyone who is not a representative of MaHer Soft; (e) to a product or part that has been modified to alter functionality or capability without the written permission of MaHer Soft; (f) to consumable parts, unless damage has occurred due to a defect in materials or workmanship; (g) to any cosmetic damage, including but not limited to scratches, dents; or (h) if the MaHer Soft serial number has been removed or defaced. MAHER SOFT'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR PART REPLACEMENT SERVICE AS DETERMINED BY MAHER SOFT IN ITS SOLE DISCRETION.

Disclaimer of Warranties; Limitation of Liability

Except as explicitly provided in these Terms, we do not guarantee, represent or warrant that your use of our services or any **MaHer Soft** product will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the products, parts or services will be accurate or reliable. You agree that from time to time we may remove the products, parts or services for indefinite periods of time or cancel the products, parts or services at any time, without notice to you.

You expressly agree that your use of, or inability to use, the products, parts or services is at the purchaser’s sole risk. The products, parts or services delivered to you are (except to the extent

otherwise expressly stated by us) provided 'as is' and 'as available' for the purchaser's use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. No **Maher Soft** 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.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, **Maher Soft** IS NOT RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR ANY OTHER REASON, 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 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 OR USED WITH MAHER SOFT PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

This Limited Warranty given by Maher Soft gives you specific legal rights. In order to avoid the risk of charges for issues not covered by Maher Soft warranty (issues that are not due to defects in materials and workmanship on Maher Soft hardware products) the customers are advised to

- a) Provide true, accurate, and complete information when filing a warranty claim.
- b) Use only Maher Soft products, parts or services where applicable. Maher Soft strongly encourages the customers to use available support technologies provided by them.
- c) Cooperate with Maher Soft in attempting to resolve the problem. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
- d) Maher Soft recommends that the customers make periodic backup copies of their files, data, or programs stored on their hard drive or other storage devices as a precaution

against possible failures, alteration, or loss. Before sending any Maher Soft Product for warranty support or repairs, the customers are advised to back up their files, data, and programs, and remove any confidential, proprietary, or personal information.

- e) Remove any external options or accessories that would be subject to loss during the repair or replacement process.

This Limited Liability Warranty period starts from the date of purchase of the product from Maher Soft and shall remain for the duration period specified on the product description page. The sales receipt or the delivery receipt of the product from Maher Soft is the proof of purchase of the product from Maher Soft. The customer will be required to provide proof of purchase as a condition for receiving the warranty service. Warranty service indicated here reflects base level warranty offerings. Enhancements to the base warranty may be included with Maher Soft products, parts or services. Maher Soft's obligation under this Limited Warranty, at its option, to repair for any of Maher Soft products, parts or services that manifests a defect in materials and workmanship ceases upon the expiration of the Limited Warranty period.

GOVERNING LAW

Any action, regardless of form, arising out of this limited warranty shall be governed by laws of India and under exclusive jurisdiction of courts of London.

TRANSFER OF OWNERSHIP

Transfer of Product ownership from the original Maher Soft purchaser, excluding distributors and retailers will void all existing Maher Soft warranties of any kind.

WARRANTY EXCLUSIONS

The warranty does not apply and does not cover the following:-

- 1) The limited warranty program does not cover any physical damage sustained from improper handling during shipping.
- 2) This limited warranty program does not cover the consumable parts like filament, SD card, ball bearings, fans, belts, pulleys, stepper motors, heating components and glass build plate which are defined as disposable items and also the parts or components of the product which are subject to deterioration and wear out during normal operation of the product.
- 3) This limited warranty program does not cover any defect or damage caused by negligence or by accidents or by submerging in water or by acts of nature.
- 4) This limited warranty program does not cover the product failure as a result of installing aftermarket components.

- 5) This limited warranty program does not cover any defect or damage caused by inappropriate, incorrect or improper use, installation, maintenance, operation and cleaning, normal wear and tear, unusual physical or electrical stress, exposure to moisture, flooding, fire, electrical problems associated with incoming power or other acts which are not the fault of the "Manufacturer".
- 6) Any other event, act, default or negligence caused by accidents or failure of the products outside the Manufacturer's control.
- 7) The Manufacturer reserves the right to collect service or return shipping charges at the expense of the customer for the units or parts received that is in working condition and not defective.

SHIPPING POLICY

- 1) The customer is responsible for shipping or delivery of the units or parts of the products to the Manufacturer's designated service location.
- 2) The Manufacturer will choose the method of shipping the units or parts back to the customer and will incur the shipping charges as well.
- 3) The Manufacturer is not liable for any damages caused by the shipping provider during the transit back to the customer.

LIMITATIONS / DISCLAIMERS

- 1) The Manufacturer reserves the right, at their own discretion to change the above terms and conditions at any time.
- 2) The customers are requested to check the terms and conditions periodically for any changes.
- 3) The customers are required to accept the modified terms so that their pre-order remains valid.