



SCRIBBLER 3D PEN LIMITED WARRANTY

WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE

Yuri Gagarin LLC (DBA “Scribbler 3D Pen”, “we” or “us”) warrants to the end user customer (“Customer” or “you”) of any Scribbler 3D Pen sold to you by Scribbler 3D Pen or a Scribbler 3D Pen authorized reseller (the “Product”), when used in accordance with the documentation furnished by Scribbler 3D Pen (“Documentation”), will be free in all material respects of defects in materials and workmanship (“Limited Warranty”), for a period of six (6) month after the date of purchase by Customer of the applicable Product from Scribbler 3D Pen or Scribbler 3D Pen’s authorized reseller (the “Warranty Period”).

If the Product (or any component or portion thereof) fails to conform to the Limited Warranty, Scribbler 3D Pen will (at Scribbler 3D Pen’s sole discretion) either (a) use commercially reasonable efforts to repair or replace any defective Product; or (b) accept the return of the Product and refund to Customer the fees actually paid by Customer to Scribbler 3D Pen or Scribbler 3D Pen’s authorized reseller for such Product; and the foregoing shall be Customer’s sole and exclusive remedy for breach of this warranty.

Replacement Products may be refurbished and/or different models, at Scribbler 3D Pen’s sole discretion, but will be functionally equivalent to the Product being replaced. Any Product that has either been repaired or replaced under this Limited Warranty will have warranty coverage for the longer of ninety (90) days or the remaining Warranty Period. Retained Products for which a replacement has been provided shall become our property.

The Limited Warranty is valid only for the original purchaser of the Product from Scribbler 3D Pen, or from a Scribbler 3D Pen authorized reseller, and is not transferable.

WARRANTY CONDITIONS; HOW TO GET SERVICE

Scribbler 3D Pen’s warranty obligations are conditioned on Customer:

(a) promptly notifying Scribbler 3D Pen by emailing info@scribbler3dpen.com during the Warranty Period of any failure of the Product to meet the Limited Warranty, and providing a detailed description of such alleged failure;

(d) shipping the affected Product, at Customer's cost, to Scribbler 3D Pen for repair or replacement, together with the original sales receipt, which must indicate the purchase date and the Product designation.

Scribbler 3D Pen will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after analysis of that returned Product, that the Product is an Ineligible Product (defined below).

WHAT THIS LIMITED WARRANTY DOES NOT COVER

Scribbler 3D Pen will have no warranty obligation with respect to non-Scribbler 3D Pen products (even if packaged or sold with a Product) or the following (collectively, the "Ineligible Products"):

(i) Product that has no defects in materials or workmanship;

(ii) Parts subject to wear and tear due to normal use or natural wear and tear, as well as Product defects caused by wear and tear due to normal use or natural wear and tear;

(iii) Products with defects that are not reproducible by Scribbler 3D Pen;

(iv) Minor reductions in desired quality that do not substantially change the value and usability of the Product.

(v) Products marked as "sample" or sold "AS IS";

(vi) Products that have been subject to: (a) any modifications, alterations, additions, repair, or servicing by any party other than Scribbler 3D Pen or Scribbler 3D Pen's authorized service providers (including, but not limited to, the Product being opened, or the serial number removed or defaced, or the electrical cable being damaged or replaced); (b) handling, storage, installation, testing, or use not in accordance with the operating instructions (including, but not limited to, exposure to moisture and damage caused by the Product being dropped or damaged due to careless handling); (c) abuse, misuse, abnormal environmental conditions, inappropriate operating conditions, overburdening, improper maintenance, or neglect; (d) any breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) any Acts of God, including fire, flood, tornado, earthquake, hurricane, excessive snow, lightning, riot, insurrection, act of war or other disaster;

(vii) Products where filament (or plastic) other than that supplied or approved by Scribbler 3D Pen has been used. Scribbler 3D Pen is unable to warrant the quality, safety or output relating to any filament that is not supplied or approved by Scribbler 3D Pen.

PLEASE NOTE THAT SCRIBBLER 3D PEN PENS THAT HAVE BEEN RETURNED TO US, AND WHICH HAVE VISIBLY BEEN OPENED OR DISSEMBLED (OTHER THAN AS A RESULT OF DIRECT INSTRUCTION BY SCRIBBLER 3D PEN CUSTOMER SERVICE PERSONNEL), ARE NOT COVERED BY THIS WARRANTY AND WILL NOT BE REPAIRED OR RETURNED TO THE USER.

Neither Scribbler 3D Pen nor any Scribbler 3D Pen authorized reseller shall be liable for any injury, loss or damage direct or consequential, arising out of the use or inability to use the Product. User shall determine the suitability of the Product for his intended use and the user assumes all risks and liability whatsoever in connection therewith.

WARRANTY DISCLAIMER

EXCEPT TO THE EXTENT SET FORTH ABOVE IN THIS LIMITED WARRANTY, THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Scribbler 3D Pen DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, AND LIMITS ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS TO THE WARRANTY PERIOD, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, QUIET ENJOYMENT, AND ACCURACY. Scribbler 3D Pen DOES NOT WARRANT THAT OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED.

LIMITATION OF LIABILITY

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) Scribbler 3D Pen BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCTS, EVEN IF Scribbler 3D Pen KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) Scribbler 3D Pen'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY AND THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO Scribbler 3D Pen OR Scribbler 3D Pen'S AUTHORIZED RESELLER FOR THE PRODUCT AT ISSUE IN THE PRIOR 6 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. Scribbler 3D Pen DISCLAIMS ALL LIABILITY OF ANY KIND OF Scribbler 3D Pen'S SUPPLIERS. THE Scribbler 3D Pen ONLINE SERVICES ("**SERVICES**") PROVIDE YOU INFORMATION ("**PRODUCT INFORMATION**"). WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS ABOVE, ALL PRODUCT INFORMATION IS PROVIDED FOR YOUR CONVENIENCE, "AS IS", AND "AS AVAILABLE". WE DO NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND Scribbler 3D Pen DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, YOUR HOME OR PROPERTY, PRODUCT, PRODUCT PERIPHERALS, AND ALL OTHER ITEMS AND PETS IN YOUR HOME OR PROPERTY, RESULTING FROM YOUR USE OF PRODUCT INFORMATION,

THE SERVICES, OR THE PRODUCT. PRODUCT INFORMATION PROVIDED BY THE SERVICES IS NOT INTENDED AS A SUBSTITUTE FOR DIRECT MEANS OF OBTAINING THE INFORMATION.

STATE OR NON-U.S. LAW

Some states and/or non-US jurisdictions do not allow limitations on how long an implied warranty lasts or exclusions/limitations on incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this limited warranty will not apply to the extent prohibited by applicable law.

CONTACT LINK: <http://www.scribbler3dpen.com/contact-us/>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.