



GRAVOTECH CUSTOMER WARRANTY POLICY

THE CUSTOMER SHALL BENEFIT FROM THIS CUSTOMER WARRANTY IN FORCE AT THE TIME OF SIGNATURE OF THE AGREEMENT AND MADE AVAILABLE BY GRAVOTECH. THESE WARRANTIES CONDITIONS SHALL BE APPLICABLE PROVIDED THAT CUSTOMER SHALL STRICTLY COMPLY TO ITS OBLIGATIONS AND UNDERTAKINGS SET FORTH IN THE AGREEMENT INCLUDING THE GENERAL TERMS AND CONDITIONS OF SALE AND "END USER LICENSE AGREEMENT". THIS WARRANTY IS NOT GRANTED TO THIRD PARTIES' PRODUCTS SUPPLIED UNDER SUCH THIRD PARTIES' OWN TRADEMARKS. THIRD PARTIES APPLICABLE WARRANTY TERMS AND CONDITIONS SHALL APPLY AND CAN BE PROVIDED BY GRAVOTECH TO CUSTOMERS UPON REQUEST. THE WARRANTY SHALL NOT APPLY TO ASSEMBLY, COMPLEX MACHINES OR DEVICES IN WHICH GRAVOTECH PRODUCTS ARE INTEGRATED AND IN PARTICULAR DOES NOT APPLY TO INCORRECT ASSEMBLY, NOR TO PERFORMANCE AND CAPACITIES OF SUCH ASSEMBLY OR COMPLEX INTEGRATED DEVICES OR EQUIPMENT. THE WARRANTY DOES NOT COVER INSTALLATION, ADAPTATION, CONCEPTION OR FUNCTIONING OF SUCH ASSEMBLY OR COMPLEX INTEGRATED DEVICES OR EQUIPMENT CREATED BY THE CUSTOMER.

1. GENERAL PROVISIONS

Customer warranty shall take effect from the invoice date and shall be subject to the following cumulative conditions:

- Appropriate and sufficient maintenance is duly performed on the product
- Proper storage and operating conditions of all products, including parts and consumables, shall strictly comply with GRAVOTECH instructions
- Absence of: negligence, reckless or willful misconduct, lack of surveillance, lack or supervision or control, lack of maintenance, misuse, incorrect use or fault by the Customer (including its agents or employees), non-compliance to guidelines and safety instructions or recommendations for use, non-respect of technical instructions, normal wear and tear, lack of, or use of inadequate or poor quality lubricant, liquids and additives,
- Absence of force majeure event or fortuitous event
- Occurrence of the defect during the use generally expected for this kind of supply or applications expressly accepted by GRAVOTECH, and in course of normal use according to the specifications and applications intended for the product
- No intervention by the Customer or a third party (specifically unsealing, disassembling, repairs or modifications).

The warranty period shall not be extended or interrupted by after-sales service or amicable or legal claims made by the Customer.

The Customer undertakes to respect the applicable warranty procedure and, specifically, the instructions given by GRAVOTECH or, as the case may be, by its representative (completing the form, serial number, description of the problem and tests carried out). Should such conditions have not been fulfilled, the request shall be held invalid. GRAVOTECH shall decide at its sole discretion whether to replace, repair or reimburse the Product given the conditions of each case, and applicable terms.

The costs and risks for shipping Products under warranty to GRAVOTECH shall be borne by the Customer.

The costs and risks for returning the Product to the Customer shall be borne by GRAVOTECH.

2. WARRANTY APPLICABLE TO SOFTWARE

The terms and conditions of use of the software licensed by Gravotech are defined in « END USER LICENSE AGREEMENT » (EULA). However, terms contained in this article 2 shall prevail over any conflicting terms and conditions contained in the EULA duly accepted by the Customer before launching of the software. All other terms of the EULA shall remain in force.

2.1. GRAVOTECH guarantees the conformity of the software with its operating characteristics provided that such use complies with the documentation and instructions supplied by GRAVOTECH. GRAVOTECH warrants software for a period of three (3) months from the delivery date against all manufacturing defects or flaws that may be reproduced and duly documented by the Customer, and observed during normal usage of the software. At the present state of technology, GRAVOTECH cannot guarantee that the software shall operate without discontinuity, interruption, errors or bugs, or that it will satisfy the Customer's requirements for performance, results, expectations or functional or operational applications other than those agreed by GRAVOTECH.

GRAVOTECH reserves the right to correct manufacturing defects or flaws by the method of its choice, including a workaround solution. The warranty is not applicable in case of incidents, manufacturing defects or flaws resulting from force majeure or fortuitous events or from Customer's or third party's intervention on the software.

GRAVOTECH guarantees specific developments or customized software solution according to conditions set forth in this article, but for a limited period of one (1) month from the date of delivery.

2.2. Dongles are guaranteed for a period of twelve (12) months from the invoicing date of the related software. Are excluded from warranty, dongles that have been lost, stolen or broken/deteriorated. Shall a dongle be broken, stolen or lost, Customer shall pay full software's price to replace said dongle unless (i) broken or deteriorated dongle is returned carriage paid to GRAVOTECH or its representative or (ii) Customer provides GRAVOTECH or its representative with official police report in case of theft. Subject to conditions set in (i) or (ii) be met, and solely for current version of the software, specific tariff policy shall apply to replace broken or stolen dongle. In the event of a dongle being lost, it cannot be replaced and the Customer must purchase a new license at the software's initial cost. GRAVOTECH does not undertake to provide or exchange old version dongle.

3. WARRANTY APPLICABLE TO PRODUCTS

3.1. In case of breakdown, the warranty covers (to the exclusion of any other maintenance works) the supply of spare parts and the cost of in house labor performed at GRAVOTECH's premises during the period below:

3.2. GRAVOTECH warrants from the invoice date:

- its new machines against any manufacturing and operating defect or flaw for a term of twenty-four (24) months under the following restrictions: twelve (12) months for glass CO2 laser tubes, three (3) months for: optical components, high-frequency spindles, belts, solenoid valves/coils, guide bars, rings (except anti-friction rings), or bearings.
- its spare parts for a twelve (12) month period with the restriction of three (3) months for: optical components, high frequency spindles, belts, solenoid valves/coils, guide bar, ring (except anti-friction ring), bearings.
- without being an extension of the warranty, standard repairs and exchanges are guaranteed for six (6) months.
- reconditioned machines and customized solutions for a term of three (3) months.
- consumables for a one (1) month period. The consumable warranty only covers manufacturing defect but scratch and colorimetric variation are expressly excluded from the warranty coverage.
- software under specific conditions as defined in article 2.

Any warranty is expressly excluded for deterioration or breakdown that arise from normal wear and tear of the Products.

The following wear parts and consumables are specifically excluded from the warranty: fuses, filters, fans, warning lights, krypton lights, QSwitches, Crystal yags, springs, seals, anti-friction rings, valves, inscribing wheels, machine consumables (e.g stylus tips, diamonds, inserts, etc.).

3.3. Defective items returned or exchanged under the warranty shall remain the property of GRAVOTECH, which shall retain them.