



## **Brill 3D Culinary Printer and Brill 3D Culinary Finishing Station Warranties**

THIS EQUIPMENT WARRANTY IS PROVIDED BY BRILL, INC. OR ITS AUTHORIZED SERVICING RESELLER AS APPLICABLE. THE CAPITALIZED TERMS: “**YOU**”, “**YOUR**” AND THEIR VARIANTS MEAN THE COMPANY OR ENTITY THAT PURCHASED THE EQUIPMENT FROM BRILL, OR ITS AUTHORIZED RESELLER, AND PAID THE REQUIRED FEES. “**BRILL**”, “**WE**”, “**OUR**” AND “**US**” MEANS BRILL, INC. OR ITS AFFILIATED COMPANIES. “**3D PRINTER**” MEANS YOUR BRILL THREE DIMENSIONAL CULINARY PRINTER. “**FINISHING STATION**” MEANS YOUR BRILL THREE DIMENSIONAL CULINARY FINISHING STATION. THIS WARRANTY APPLIES TO 3D PRINTERS AND FINISHING STATIONS SHIPPED ON OR AFTER DECEMBER 21, 2020.

### **WARRANTY COVERAGE**

In the event that You purchased your 3D Printer and/or Finishing Station directly from Brill as (i) an authorized servicing reseller or (ii) an end customer in which Brill continues to directly provide service on that 3D Printer and/or Finishing Station, this warranty is provided to You directly from Brill. Alternatively, if You are an end customer who purchased Your 3D Printer or Finishing Station from an authorized servicing reseller that is providing You service on that 3D Printer or Finishing Station, or Your service has been transferred from Brill to an authorized servicing reseller, this warranty is provided to You from such authorized servicing reseller.

Brill or its authorized servicing reseller, as applicable, warrants that the Equipment will be free from defects in materials and workmanship, during the applicable warranty period, when used under the normal conditions described in the documentation provided to You. The Equipment warranty applies only to the core machines and machine housing components of Our proprietary 3D Printers and Finishing Stations such as their electronics modules and assemblies (the “**Equipment**”) and excludes all software and consumable parts, including powders and binders or related compounds used to create models and prototypes. Repairs required during the warranty period because of the use of non-integrated, non-approved, or non-licensed materials in the Equipment are excluded from this warranty. The Brill 3D Culinary Printer and Brill 3D Culinary Finishing station warranty periods and scope of additional coverage are as follows:

**Brill 3D Culinary Printer:** The warranty will start at the earliest of (1) the date of installation of the Brill 3D Culinary Printer or (ii) three hundred and sixty five (365) days after the Printer is shipped from Brill to or to the reseller that sold the Printer to You, and the warranty will continue for twelve (12) months. The warranty includes no additional coverage beyond the general coverage discussed above.

**Brill 3D Culinary Finishing Station:** The warranty will start at the earliest of (1) the date of installation of the Brill 3D Culinary Finishing Station or (ii) three hundred and sixty five (365) days after the Finishing Station is shipped from Brill to You or to the reseller that sold the Equipment to You, and the warranty will continue for twelve (12) months. The warranty includes no additional coverage beyond the general coverage discussed above.



With respect to all end customers, this warranty does not cover defects or non-conformities caused by events external to the Equipment (including floods, electrical surges or the like); or if You use the Equipment in a manner that does not conform to the documentation. Warranty coverage may be declined if parts other than the Genuine 3D Parts have been used or if the Equipment has been modified, maintained, or assembled by any party other than Us, Our direct subcontractors, or a reseller that We have authorized to service the Equipment. **“Genuine 3D Parts”** are those parts, components, materials and consumables manufactured by Us or which We specifically authorize for use with the Equipment. Any replacement parts provided for the Equipment will be warranted only for the remainder of the original warranty period. With respect to end customers, please note that your warranty may have been triggered by your Authorized Servicing Reseller so you should always confirm your warranty coverage by contacting Brill as noted below. In addition to the above referenced exclusions, with respect to our authorized servicing resellers, this warranty does not cover any labor charges during the warranty period. The cost of replacement parts, which may be new or refurbished, is included in this warranty. At the expiration of this warranty period, Brill Inc. or an Authorized Servicing Reseller will make available to end customers a maintenance agreement in accordance with standard rates and specified terms set forth in the Brill Maintenance Agreement Terms and Condition.

THIS WARRANTY IS THE ONLY WARRANTY PROVIDED FOR THE EQUIPMENT. SOFTWARE IS SUBJECT TO SEPARATE WARRANTY UNDER AN APPLICABLE END USER LICENSE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRILL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES FOR THE 3D PRINTER AND FINISHING STATION AND EACH OF ITS COMPONENTS, WHETHER THOSE WARRANTIES ARE EXPRESS, IMPLIED, OR STATUTORY INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR PURPOSE. IF YOU PURCHASED THE EQUIPMENT FROM ONE OF OUR AUTHORIZED SERVICING RESELLERS, THAT RESELLER MAY HAVE PROVIDED YOU WITH EXTENDED OR ADDITIONAL WARRANTY OR SERVICE PLANS. SUCH WARRANTY OR SERVICE PLANS ARE PROVIDED BY THE RESLLER ACTING ON ITS OWN BEHALF UNDER A SEPARATE AGREEMENT WITH YOU. BRILL IS NOT IN ANY WAY RESPONSIBLE TO YOU OR THE AUTHORIZED SERVICING RESELLER UNDER SUCH PLANS.

If you feel that the Equipment does not comply with the above warranty, You must contact Brill or Our Authorized Servicing Reseller as applicable. If your 3D Printer or Finishing Stations is serviced by an Authorized Servicing Reseller, you must first contact such reseller regarding any warranty service claims. Brill or Our Authorized Servicing Reseller, as applicable, will be responsible only for those defects or other non-conformities then under warranty and which have been reported in a timely manner. Liability under the warranty is limited to bringing the Equipment into compliance and repairing or replacing the defect using either new or refurbished Genuine 3D Parts.

You may be instructed to ship defective parts to a repair depot at the location specified by Brill or Our authorized servicing reseller as applicable. If We or Our authorized servicing reseller advance ship a replacement part to You, You must ship the defective part using the same

packaging provided with the advanced shipment and must sent it to the applicable depot using a delivery method that ensures receipt within thirty (30) calendar days of the date You were sent the advanced shipment.

YOU MAY BE DECLINED WARRANTY SERVICE OR CHARGED ADDITIONAL HANDLING FEES AND/OR OUR THEN-CURRENT LIST PRICES FOR REPLACEMENT PARTS OR EQUIPMENT IF YOU DO NOT FOLLOW THESE PROCEDURES, IF YOU USE INCORRECT PACKAGING, IF WE OR OUR AUTHORIZED SERVICING RESELLER AS APPLICABLE, DO NOT RECEIVE THE DEFECTIVE PART WITHIN THE TIME PERIOD SPECIFIED OR, IF AT THE TIME RECEIVED, THE PARTS EVIDENCE DAMAGE OTHER THAN THE ORIGINAL DEFECTS REPORTED BY YOU. Any defective parts which are not returned to the depot or which You elect to dispose of Yourself must be disposed of in accordance your local Environmental Policy and applicable laws. After expiration of the warranty, You may request off-warranty services for the equipment. Off-warranty service or parts replacement may be provided by Brill or our Authorized Servicing Reseller. Any service provided by Brill will be invoiced at our then-current prices unless we agree to other terms in writing. You must continue to use Genuine 3D Parts to receive off-warranty service.

How to contact us regarding warranty or anything else:

