



## LIMITED WARRANTY

*This warranty applies to customers located in the United States, Australia, Canada (except Quebec), Ireland, New Zealand, U.K., and other English language countries, and countries for which a translation into the local language is not provided.*

**HARDWARE:** ZSpace, Inc. (“zSpace”), warrants to the end user (“Customer”) that this product will be free from defects in workmanship and materials, under normal use, for one (1) year from the date of purchase from zSpace or its authorized reseller. zSpace’s sole obligation under this express warranty shall be, at zSpace’s option and expense, to repair the product or part, replace the product or part with a comparable product or part, or if neither repair nor replacement is reasonably available, zSpace may, in its sole discretion, refund to Customer the purchase price paid for the product or part. Replacement products or parts may be new or reconditioned. zSpace warrants any replaced or repaired product or part for a period of ninety (90) days from shipment, or through the end of the original warranty, whichever is longer.

**SOFTWARE:** zSpace warrants to Customer that each software program licensed from it will perform in substantial conformance to its published program specifications, for a period of ninety (90) days from the date of purchase from zSpace or its authorized reseller. zSpace warrants the media containing software against failure during the warranty period. No updates are required to be provided, but zSpace may choose to provide updates in its sole discretion. zSpace’s sole obligation under this express warranty shall be, at zSpace’s option and expense, to replace any defective media, to modify the software so that it substantially conforms to the applicable zSpace published program specifications. zSpace makes no warranty or representation that its software products will meet Customer’s requirements or work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error-free, or that all defects in the software products will be corrected. Certain software contains certain open source software and is licensed pursuant to the applicable open source licenses specified in the documentation and is provided WITHOUT WARRANTY OF ANY KIND.

**OBTAINING WARRANTY SERVICE:** If the product was purchased through a reseller, Customer should contact the reseller for warranty procedures. If the product was purchased directly from zSpace, or if the reseller is unable to provide warranty service, Customer must contact zSpace’s Technical Service Center within the applicable warranty period to obtain a return materials authorization (RMA) number. Dated proof of original purchase from zSpace or its authorized reseller will be required. Products or parts shipped by Customer to zSpace must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to zSpace until the returned item is received by zSpace. If Advance Exchange is not available (see paragraph immediately below), the repaired or replaced item will be shipped to Customer, at zSpace’s expense, not later than fifteen (15) days after zSpace receives the defective product, and zSpace will retain risk of loss or damage until the item is delivered to Customer. zSpace shall not be responsible for Customer’s software, firmware, information, or memory data contained in, stored on, or integrated with any products returned to zSpace for repair, whether under warranty or not. All returned products or parts that are replaced become the property of zSpace. If zSpace determines that failure of the product(s) was not a result of a defect in materials or workmanship, zSpace reserves the right to charge Customer for time and materials at zSpace’s then-current labor rate, and return shipping charges. zSpace will advise Customer prior to assessing these charges.

**Dead- or Defective-on-Arrival.** In the event a product completely fails to function or exhibits a defect in materials or workmanship within the first forty-eight (48) hours of installation but no later than thirty (30) days after the date of purchase, and this is verified by zSpace, it will be considered dead- or defective-on-arrival (DOA) and a replacement shall be provided prior to zSpace receiving the defective product (“Advance Exchange”), but only if Customer provides a

purchase order number, credit card number, or other method of payment acceptable to zSpace, to be used if zSpace needs to charge Customer for the replacement, as explained below. The replacement product will normally be shipped the second business day after issuance of an RMA that is issued by 3:00 p.m. Pacific Time, and on the third business day following issuance of an RMA that is issued after 3:00 p.m. Pacific Time, but may be delayed due to availability and export or import procedures. The shipment of Advance Exchange products is subject to local legal requirements and may not be available in all locations. When an Advance Exchange is provided and Customer fails to return the original product to zSpace within fifteen (15) days after shipment of the replacement, zSpace will charge Customer for the replacement product, at list price.

**WARRANTIES EXCLUSIVE:** IF THIS PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER’S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPLACEMENT OR REPAIR OF THE PRODUCT OR PART, OR REFUND OF THE PURCHASE PRICE PAID, AT ZSPACE’S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, OR ARISING FROM THE COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, NON-INFRINGEMENT, AND ACCURACY OF INFORMATION GENERATED, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ZSPACE DOES NOT AUTHORIZE ANY RESELLER, EMPLOYEE, OR ANY OTHER PERSON TO MODIFY OR EXTEND THIS WARRANTY, OR TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

ZSPACE SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER’S OR ANY THIRD PERSON’S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO OPEN, REPAIR, OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

**LIMITATION OF LIABILITY:** TO THE FULL EXTENT ALLOWED BY LAW, ZSPACE EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THIS PRODUCT, EVEN IF ZSPACE OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT ZSPACE’S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

**DISCLAIMER:** Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to certain purchasers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

**GOVERNING LAW AND VENUE:** THIS LIMITED WARRANTY IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AS SUCH LAWS ARE APPLIED TO AGREEMENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN CALIFORNIA BETWEEN CALIFORNIA RESIDENTS, AND BY THE LAWS OF THE UNITED STATES. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Limited Warranty. The Superior Court of Santa Clara County and/or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over all controversies in connection herewith.



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