

POLAR 3D SERVICE PLAN: POLAR 3D PRINTER

TERMS OF SERVICE

Your Polar 3D Service Plan for Polar 3D (the “Product”) is governed by these Terms and Conditions (the “Terms”) and constitutes the service contract (the “Contract”) between Polar 3D, LLC (“Polar 3D”) and you (“Customer”). The Polar 3D Service Plan (“PolarCare” or the “Plan”) is additional to the coverage provided by the limited warranty provided by Polar 3D.

1. CONTRACT TERM

- a. PolarCare is only available at the time of purchase or within sixty (60) days of the delivery date (“Purchase Period”). Customers can select a PolarCare coverage period of one (1), two (2) or three (3) years (“Coverage Period”) from the delivery date or retail store purchase date as shown on Customer’s shipping confirmation or receipt, respectively. Customer may not change Coverage Period after the Purchase Period nor renew the Plan at the end of the Coverage Period.
- b. PolarCare only covers one (1) Product.
- c. PolarCare may not be resold and is non-transferable and non-refundable.
- d. PolarCare is available only in the 50 United States and the District of Columbia.

2. WHAT IS COVERED

- a. The Plan provides unlimited email, and phone support from Polar 3D Support (“Support”) as well as replacement parts and return shipping due to normal wear and tear and accidental damage during the Coverage Period, subject to the following limitations:
 - i. Customers will only be covered for up to four (4) incidents under the Plan in a Coverage Period. An “incident” means that a Customer either receives (a) a replacement part from Polar 3D or (b) mail-in, physical service on a Product performed by Polar 3D
 - ii. Accidental damage only includes a dropped build plate (preventing the Customer from printing) and a misaligned gantry from the initial shipping of Product from Polar 3D to Customer.
 - iv. The Plan will cover the following non-consumable parts: motherboards, extruder, power supplies, SD card, cables and wire harnesses, motors and mechanical components.
- b. Exclusions and Limitations. The Plan does not cover the following consumable parts: filament. The Plan does not cover any damage due to liquid. The Plan does not cover damage due to abuse, neglect or misuse, extreme environment, unusual physical or electrical stress or interference, exposure to moisture, flooding, fire, or electrical problems associated with incoming power or other acts not the fault of Polar 3D. The Plan does not cover a Product with an altered or removed serial number, or a lost or stolen Product. The Plan does not cover damage resulting from

hardware, software, or firmware modifications to the Product. The Plan does not cover damage due to failure to comply with Product shipping instructions and/or packing documentation. The Plan does not cover defective parts; for replacement of a defective part that existed at the time of purchase, see the Polar 3D Limited Warranty.

3. OBTAINING SERVICE

a. The original purchaser of the Product and Plan may initiate contact with Polar 3D Support (“Support”) via email or phone.

b. Support determines course of action. The decision to issue replacement parts or have Product or parts of Product returned for servicing is at Support’s discretion. If replacement parts are deemed necessary, Support will coordinate shipment to you. If replacement parts are deemed unnecessary by Support, Customer may purchase a replacement part at a cost. For service requiring return of Product or parts of Product, Support will issue a Return Merchandise Authorization (“RMA”) Number to Customer. Unauthorized returns will not be accepted under any circumstances. Polar 3D will cover shipping both ways, but Support will choose and pay for method of return shipment to Customer. If Customer requests expedited shipping, it will be arranged by Polar 3D at an additional fee to be pre-paid by Customer.

4. **PRIVACY; USER INFORMATION.** Any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you transmit in any manner (“Communications”) is and will be considered non-confidential and non-proprietary. Our designees may use any or all Communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. We may, but are not obligated to, monitor or review any Communications. We will have no obligation to use, return, review, or respond to any Communications. We will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove any or all Communications that includes any material we deem inappropriate or unacceptable.

5. **DISCLAIMERS. POLARCARE IS NOT A SEPARATE WARRANTY OR LIMITED WARRANTY. POLARCARE IS IN ADDITION TO POLAR 3D’S LIMITED WARRANTY. POLARCARE IS AN OPTIONAL PROTECTION PLAN FOR SERVICE AND TECHNICAL SUPPORT THAT MUST BE PAID FOR BY CUSTOMERS IN ADDITION TO THE PURCHASE PRICE OF THE PRODUCT.**

6. **LIMITATIONS OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER POLAR 3D NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR (A) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, POLAR 3D’S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT CAUSED SUCH DAMAGE.**

SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF REMEDIES OR OF INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR THE APPLICABLE TIME PERIODS,

SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. EXCEPT TO THE EXTENT LAWFULLY PERMITTED, THIS LIMITED WARRANTY DOES NOT EXCLUDE, RESTRICT OR MODIFY STATUTORY RIGHTS APPLICABLE TO WHERE THE PRODUCT IS SOLD BUT, RATHER, IS IN ADDITION TO THESE RIGHTS.

7. SEVERABILITY. In the event that any of the provisions of this Contract shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Contract shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this Contract.

8. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, U.S.A., without regard to the choice-of-law principles thereof that would result in the application of the laws of a State other than Ohio. Any dispute between the parties arising under or relating to this Contract shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of Ohio state or the State courts sitting in the City of Cincinnati. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.