

## ONEFINITY 12-MONTH LIMITED WARRANTY

### IMPORTANT! SAVE THE ORIGINAL SHIPPING MATERIALS FOR WARRANTY REPAIR

1. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE OR STATE TO STATE. OTHER THAN AS PERMITTED BY LAW, KIRBRE DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR PROVINCE OR STATE.

2. ACCEPTANCE OF THE EXCLUSIVE REPAIR AND REPLACEMENT REMEDIES DESCRIBED HEREIN IS A CONDITION OF THE CONTRACT FOR THE PURCHASE OF EVERY ONEFINITY CNC MACHINE. IF YOU DO NOT AGREE TO THIS CONDITION, YOU SHOULD NOT PURCHASE THE PRODUCT.

3. **ONEFINITY LIMITED WARRANTY.** Kirbre Enterprises Inc. ("**Kirbre**", "**us**", "**we**", "**our**") warrants the Onewfinity CNC machine ("**Onewfinity CNC**") to be free from defects in design, workmanship and materials for a period of twelve (12) months from the original shipment date to the end-user purchaser when used in accordance with Kirbre's published guidelines. Our published guidelines include but are not limited to information contained within Onewfinity CNC Owner's Manual, our technical specifications, and any service communication provided by us. Warranty repairs may require you to install a replacement part provided by us or, at our discretion, require you to return the Onewfinity CNC for warranty service. The Onewfinity Limited Warranty is limited to the repair of the Onewfinity CNC with new or refurbished parts for any defect in material or workmanship and when applicable, at our discretion, to the exchange of your warranted Onewfinity CNC for a new or refurbished Onewfinity CNC of equal or greater value.

4. **VERIFICATION AND RETURN.** Such repair or replacement is subject to verification of the defect or malfunction and proof of purchase as confirmed by showing the Onewfinity CNC model number on the original dated sales receipt. If we conclude shipping is necessary, we will provide you with a shipping label. You are solely responsible for all shipping and handling fees as well as V.A.T., import duties, any applicable taxes, and other related fees (collectively "**Import Costs**") you may be required to pay when shipping the Onewfinity CNC to us, and we will not assume responsibility for any payments relating thereto (including but not limited to brokerage fees, storage fees, etc.). You are solely responsible for any damage to the Onewfinity CNC during shipping, so please ensure packaging of the Onewfinity CNC follows the instructions provided in Section 3, "Returns", of our Shipping and Returns Policy. Any additional costs incurred for transportation or removal of your Onewfinity CNC are not covered by this Limited Warranty. For all valid warranty repairs, Kirbre will pay for the return shipping costs to the country or region where Kirbre originally shipped the Onewfinity CNC ("**Shipping Destination**") to the end-user purchaser, excluding V.A.T., import duties, any applicable taxes, and other related fees. If you seek warranty service from a country or region that is not the original Shipping Destination, you will be responsible for the payment of all shipping costs in addition to any applicable custom duties, V.A.T., any applicable taxes, and other related fees.

5. **WARRANTY LIMITATIONS AND EXCLUSIONS.** This warranty does not cover repairs for:

- Onewfinity CNC used for commercial purposes or used in any manner for which the product was not intended, such as use in rental or contract trade.
- Onewfinity CNC damaged as a result of incorrect or inadequate maintenance or care.
- Damages resulting from misuse, abuse, negligence, accidents, shipping damage, fire, earthquake or other external cause.
- Damages that are the result of normal wear and tear or otherwise due to the normal aging of the Onewfinity CNC parts.
- Damages incurred during transportation.
- Damages incurred during assembly or maintenance.
- Damages that are determined to be from repairs, upgrades and expansions made by third parties not authorized by Kirbre.
- Damages resulting from modifications made to alter the functionality or capability without Kirbre's written authorization.

6. **WARRANTY VOID.** Without limiting the generality of the foregoing, this warranty will be void, and no warranty coverage will be provided for any damage caused if you do any of the following:

- a. install any firmware or software in the Onefinity CNC, its electronics or computer components that are not specifically issued or authorized by Kirbre;
- b. make any change or modification to the electronics or computer components of the Onefinity CNC;
- c. attach any peripherals or accessories to the Onefinity CNC or its electronics or computer components that have not been specifically issued or authorized in writing by Kirbre;
- d. use or attempt to use the Onefinity CNC and/or its electronics or computer components to control or move any device or object not specifically issued or authorized in writing by Kirbre;
- e. if any serial number has been removed or defaced from the Onefinity CNC; or
- f. if Kirbre receives information the Onefinity CNC has been stolen or illegally acquired.

In addition, we will not be liable for any damages or losses caused or resulting from the use or attempted use of firmware, software, peripherals or accessories that have not been specifically issued by us to be used with the Onefinity CNC, its electronics or computer components.

7. **Obtaining Service.** To obtain warranty service, first email Onefinity at [support@onefinity.com](mailto:support@onefinity.com) and include your order number, contact info along with a brief explanation of the issue you are having. Once your email is received someone on our team will contact you by telephone to conduct a warranty diagnosis. You may be required to provide pictures and/or video of the claimed defect. If we cannot determine from the warranty diagnosis whether your Onefinity CNC qualifies for warranty repair we may require you to return the Onefinity CNC to Kirbre for further evaluation.

IN NO EVENT SHALL KIRBRE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS AND THIRD PARTY SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY COSTS, ATTORNEY FEES, EXPENSES, LOSSES OR DELAYS ALLEGED TO BE AS A CONSEQUENCE OF ANY DAMAGE TO, FAILURE OF, OR DEFECT IN ANY PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR LOSS OF PROFITS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER WRITTEN, ORAL, STATUTORY OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, KIRBRE DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; TO THE EXTENT SUCH DISCLAIMER IS NOT PERMITTED BY LAW, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY AS DESCRIBED ABOVE. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION 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 AND PROVINCE TO PROVINCE.