



MAGICFIRM EUROPE AB, GENERAL CONDITIONS OF SALE (ISSUE 3.0)

1. These general conditions apply to all business transactions between a buyer and Magicfirm Europe AB (referred to hereunder as MAGICFIRM), even if no further reference is made to them in later transactions. Any agreements to the contrary must be made in writing. MAGICFIRM's general conditions of sale apply even if the buyer refers to contrary conditions in his own order or confirmation of order unless MAGICFIRM's agreement thereto has been given in writing by an authorized representative of MAGICFIRM.

2. MAGICFIRM are in no way bound to ORDERS placed with MAGICFIRM until the orders are confirmed by MAGICFIRM in writing.

3. The PRICES in MAGICFIRM's price list and offers are, unless otherwise specified, excluding shipping charges, VAT and any other taxes or levies. Such charges are payable by customer and may appear as separate items on the invoice documents.

The prices in MAGICFIRM's price list and offers are subject to change without notice.

MAGICFIRM's products are delivered EX_WORKS (EXW) (Incoterms 2010).

4. PRODUCT SPECIFICATIONS: MAGICFIRM reserves the right to amend product specifications at any time and to refuse any order for products withdrawn from its product range.

5. DISPATCH DATES accepted by MAGICFIRM shall in every case be understood as best estimates. Every effort will be made to respect these dates but MAGICFIRM makes no obligation whatsoever for the consequences of any delay in shipment, whether the delay results from a cause of force majeure or from any other cause.

6. TERMS OF PAYMENT are according to the invoice and specific to buyer and/or market. If payment has not been made by the date on which payment is due, MAGICFIRM reserves the right to charge the buyer interests at the rate of 10% per month or the maximum interest allowed under local law, whichever is less.

Any disputes or claims regarding invoices from MAGICFIRM should be made in writing to support@zyyx3dprinter.com and be received by MAGICFIRM no later than ten (10) days from date of invoice.

Any product remains MAGICFIRM's sole property until the buyer has settled all outstanding claims against him.



7. LOSS or DAMAGE in TRANSIT:

The risk is transferred to the buyer when the goods are delivered into the custody of the first carrier. All claims due to MAGICFIRM for damage to or partial loss of products in transit must be submitted in writing to MAGICFIRM within five (5) days after the receipt of the goods or advice notice, or within ten (10) days of receipt of invoice, whichever is earlier. Failure to provide notification as set out above shall be deemed as the buyer's consent that the products were delivered in accordance with the contract and in good and saleable condition.

8. COMPLAINTS must be reported to MAGICFIRM in writing, to support@zyyx3dprinter.com, for its consideration and review within thirty (30) days of the date of the invoice.

9. RETURNED PRODUCTS POLICY: Returned products will be accepted only with prior written authorization from MAGICFIRM. Items must be returned freight prepaid. Items to be returned must be in original packaging and be in unused condition. Products held over two (2) weeks from the date of receipt or products which are abused, discounted, altered or made to special order may not be returned. Any returns shipments not complying with the above will be rejected at the point of delivery and sent back to the buyer at his expense.

10. LIMITATION OF LIABILITY

MAGICFIRM will not be responsible to customer for consequential, exemplary or incidental damages (such as loss of profit or employee's time) regardless of the reason. In no event shall the liability and/or obligations of MAGICFIRM under this agreement or arising out of the purchase, lease, license and/or use of the equipment or materials by customer or others exceed the purchase price of the equipment or materials, as applicable.

11. PATENTS, TRADE NAMES and registered designs remain the sole property of MAGICFIRM. The buyer must not without MAGICFIRM's prior written consent offer MAGICFIRM's products for sale otherwise than under their trade names without any additions thereto.

12. LEGAL JURISDICTION: This agreement shall be construed and interpreted in accordance with the laws of Sweden. All disputes shall be settled before the Courts of Sweden.



13. WARRANTY

MAGICFIRM warrants that ZYYX-branded products shall be free from defects in material and workmanship for a period of 12 months after the date of MAGICFIRM's invoice ("Warranty Period") and that ZYYX-branded spare parts shall be free from defects in material and workmanship for 90 days from the date of delivery.

Normal consumables or expendable parts, including build plate, are excluded from this warranty. The Hot-end* shall be free from defects in material and workmanship for 90 days from the date of delivery.

The warranty does not include normal wear and tear, abuse, misuse, neglect or any unauthorized repairs, maintenance or alterations of the products.

MAGICFIRM's obligation under this warranty is expressly limited to supplying replacement parts and/or service for, or replacing, at its option, any product, which in the sole discretion of MAGICFIRM is found to be defective with respect to workmanship or materials.

The warranty is subject to the conditions that the product is used for the purpose intended and that any claims are made in writing to support@zyyx3dprinter.com within 30 days of the date the damage occurred.

The customer shall make any arrangements as may be reasonably necessary to deliver up to MAGICFIRM the defective products which are being replaced and MAGICFIRM shall be entitled to charge the customer if such defective products or parts are not returned on request.

MAGICFIRM's obligation under these warranties shall not include any liability for loss of profits, direct, indirect, special or consequential damages.

Consumers within the European Union have a Warranty Period of two years. If defects appear after six months, the consumer, according to EU regulations, need to prove that the defect existed when the product was received.

*Hot end: Heater cartridge, temperature sensor and brass nozzle including PEEK part.