



## WARRANTY AGREEMENT – K6 ECU 1<sup>st</sup> September 2011

**between:**

(1) Emerald M3D Ltd  
Unit 6 Norwich Rd Industrial Estate,  
Watton, Norfolk IP25 6DR, UK  
- hereinafter known as “**Emerald**”

**and:**

(2) Original purchasers of Emerald K6 ECU.  
- Herein after known as the “**Customer**”

The subject of this agreement is the warranty of the Emerald K6 ECU - Herein after known as the “K6 ECU”, supplied by **Emerald** to the **Customer**.

### 1. Content of the fault liability

1.1 Emerald warrants that all K6 ECU's it supplies are free of faults. The K6 ECU must in particular not have any construction, material, workmanship or software defects, must meet the published specifications and feature any guaranteed properties. Notwithstanding the above, Emerald shall make every effort to deliver perfect products.

1.2 Complaints relating to defects on supplied products are to be investigated by Emerald to identify their cause. The scope and depth of testing and all corrective action for defective products are to be stipulated by Emerald.

### 2. Period

2.1 The fault liability provided by Emerald shall extend to the following periods:

- In all countries where the K6 ECU can be purchased directly through [www.emeraldm3d.com](http://www.emeraldm3d.com) or through Emerald's official dealers (as listed at [www.emeraldm3d.com/dealer-locations](http://www.emeraldm3d.com/dealer-locations)), the fault liability shall end 36 months from the date the K6 ECU was first purchased by the original owner or the date of handover of the K6 ECU to a second owner should this take place within the initial 36 month period of warranty.

### 3. Warranty failures

3.1 “As supplied” failures are defects that are identified at the point the K6 ECU is supplied by Emerald, either directly or through an official dealer, to the Customer. “As supplied” defects are exclusive of damage sustained as a result of shipping, mishandling, incorrect fitting or ECU configuration. Emerald reserve the right to inspect all K6 ECU's suspected as being “as supplied” failures. Where Emerald confirm cases of “as supplied” failure, and where the K6 ECU is returned to Emerald within 30 days of initially being supplied to the Customer, Emerald shall provide a new replacement K6 ECU, free of charge to the Customer.

3.2 “In service” failures are identified as a loss of normal performance of a K6 ECU that can be directly attributable to and a result of defects in construction, material, workmanship or software. In the event of “In service” defects, Emerald reserve the right to inspect the K6 ECU and recondition, repair or replace individual components or the entire unit as they deem appropriate. Should a K6 ECU be subject to an “In service” failure, it's original 36 month warranty will be unaffected and will remain valid. Any remedial work carried out by Emerald to rectify an “In service” failure will be covered by an additional 12 month warranty, specific to re-occurrence of the same failure. This additional warranty is applicable from the date of dispatch to the Customer from Emerald.

3.3 From time to time, as part of the ongoing evolution and advancement of the K6 ECU, the software and firmware versions shipped in a K6 ECU will change. In the event that an “in service” fault is suspected with a K6 ECU it is advised to check with Emerald directly or via [www.emeraldm3d.com](http://www.emeraldm3d.com) as revised software and/or firmware may be available. Where applicable, software/firmware updates will provide enhanced functionality and fixes that may, under certain circumstances, be responsible for “in service” issues.

### 4. Limitations of the K6 ECU warranties

Irrespective of whether the failure mode is “As supplied” or “In service” the warranty offered by Emerald for K6 ECU's is for inspection, reconditioning, repair or replacement of the K6 ECU only. Shipping charges for return of the K6 ECU to Emerald from the Customer, and from Emerald to the Customer, are chargeable to and payable by the Customer. Emerald reserve the right to request reasonable and specific information about the conditions under which failure occurred.

### 5. Claims after the end of the warranty period (goodwill)

Goodwill cases will be considered by Emerald on a case by case basis under what Emerald deems to be exceptional circumstances.

**Emerald M3D Ltd**, Unit 6 Norwich Road Industrial Estate, WATTON, Norfolk IP25 6DR, UK

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