

CRICUT IMAGINE™

Statement of Limited Warranty

PART 1—GENERAL TERMS

This Statement of Limited Warranty includes Part 1—General Terms, Part 2—Country Specific Terms, and Part 3—Warranty Information. The terms of Part 2 replace or modify those of Part 1. The warranties provided by PROVO CRAFT AND NOVELTY, INC. (“PROVO CRAFT”) in this Statement of Limited Warranty apply only to Machines you purchase for your use, and not for resale. The term “Machine” means a CRICUT IMAGINE™, its features, elements, or accessories, including any font or image cartridges sold therewith, or any combination of them. The term “Machine” does not include any expendable or consumer replaceable parts, including but not limited to ink cartridges, cutting blades and cutting mats. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.

What This Warranty Covers

PROVO CRAFT warrants that each Machine 1) is free from defects in materials and workmanship and 2) will perform substantially as described in the accompanying User Manual. The warranty period for the Machine starts on the original Date of Purchase and is specified in Part 3—Warranty Information. The date on your invoice or sales receipt is the Date of Purchase unless PROVO CRAFT or your reseller informs you otherwise. A part that replaces a removed part will assume the warranty service status of the removed part. Unless PROVO CRAFT specifies otherwise, these warranties apply only in the country or region in which you purchased the Machine.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What This Warranty Does Not Cover

This warranty does not cover the following:

1. Blade housing and cutting blades, whether supplied with the Machine or sold separately from the Machine;
2. Cutting mats, whether supplied with the Machine or sold separately from the Machine;
3. Ink cartridges;
4. Failure resulting from misuse (including but not limited to use beyond the Machine’s capacity or capability), use in a business or for commercial purposes, accident, modification, unsuitable physical or operating environment, or improper maintenance by you; and
5. Failure caused by a product for which PROVO CRAFT is not responsible.

The warranty is voided by removal or alteration of identification labels on the Machine or its parts or disassembly of any component of the Machine, the use of unauthorized software with the Machine, and/or the unauthorized “downgrading” or alteration of Cricut Machine firmware. PROVO CRAFT does not warrant uninterrupted or error free operation of a Machine.

Any technical or other support provided for a Machine under warranty, such as assistance with “how-to” questions and those regarding Machine set-up and installation, is provided WITHOUT WARRANTIES OF ANY KIND.

How to Obtain Warranty Service

If the Machine does not function as warranted during the warranty period, contact CRICUT Customer Service at 1-877-7CRICUT (727-4288) or support@provocraft.com.

What PROVO CRAFT Will Do to Correct Problems

When you contact customer service, you must follow the problem determination and resolution procedures that PROVO CRAFT specifies. An initial diagnosis of your problem can be made either by a technician over the telephone or electronically by access to www.cricut.com. The type of warranty service applicable to your Machine is specified in Part 3—Warranty Information.

You are responsible for following the instructions that PROVO CRAFT provides.

If your problem can be resolved with a Customer Replaceable Unit ("CRU"), PROVO CRAFT will ship the CRU to you for you to install.

If the Machine does not function as warranted during the warranty period and your problem cannot be resolved over the telephone or electronically, or with a CRU, PROVO CRAFT will either, at its discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent.

If CRICUT[®] customer service deems it necessary to return the Machine to PROVO CRAFT for warranty service, customer service will request proof of purchase and upon receipt will issue a return tag which will include a Return Material Authorization (RMA) number. Upon obtaining the return tag and RMA number from customer service, place the tag and write the RMA number on the outside of the shipping box and return the package to the PROVO CRAFT Authorized Service Center.

Provo Craft Authorized Service Center
Attention: Returns Department
151 E. 3450 N.
Spanish Fork, Utah 84660

Only Machines bearing a valid RMA will be accepted by PROVO CRAFT. PROVO CRAFT, at its sole discretion, will either repair or replace your Machine, and return it shipping prepaid to the address you provide in the letter included in your return.

If you have any questions regarding these warranties, please contact us:
1-877-7CRICUT (727-4288)
support@provcraft.com

Exchange of a Machine or Part

When the warranty service involves the exchange of a Machine or part, the item PROVO CRAFT replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

Your Additional Responsibilities

Before PROVO CRAFT exchanges a Machine or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to:

1. Ensure that the Machine is free of any legal obligations or restrictions that prevent its exchange; and
2. Obtain authorization from the owner to have PROVO CRAFT service a Machine that you do not own.

Limitation of Liability

PROVO CRAFT is responsible for loss of, or damage to, your Machine only while it is 1) in PROVO CRAFT's possession or 2) in transit in those cases where PROVO CRAFT is responsible for the transportation charges.

Circumstances may arise where, because of a default on PROVO CRAFT's part or other liability, you are entitled to recover damages from PROVO CRAFT. In each such instance, regardless of the basis on which you are entitled to claim damages from PROVO CRAFT (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), except for any liability that cannot be waived or limited by applicable laws, PROVO CRAFT is liable for no more than:

1. Damages for bodily injury (including death) and damage to real property and tangible personal property; and

2. The amount of any other actual direct damages up to but not exceeding the amount paid for the Machine that is subject of the claim. This limit also applies to PROVO CRAFT's suppliers and your reseller. It is the maximum for which PROVO CRAFT, its suppliers, and your reseller are collectively responsible.

UNDER NO CIRCUMSTANCES IS PROVO CRAFT, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN THOSE UNDER THE FIRST ITEM LISTED ABOVE); 2) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; 3) LOSS OF OR DAMAGE TO ANY MATERIALS USED IN THE MACHINE OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW

LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Governing Law

Both you and PROVO CRAFT consent to the application of the laws of the country in which you acquired the Machine to govern, interpret, and enforce all of your and PROVO CRAFT's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty, without regard to conflict of law principles.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

Jurisdiction

All of our rights, duties, and obligations are subject to the courts of the country in which you acquired the Machine.

PART 2—COUNTRY SPECIFIC TERMS

CANADA

Limitation of Liability: The following replaces item 1 of this section:

1. Damages for bodily injury (including death) or physical harm to real property and tangible personal property caused by PROVO CRAFT's negligence; and Governing Law: The following replaces "laws of the country in which you acquired the Machine" in the first sentence: laws in the Province of Ontario.

UNITED STATES

Governing Law: The following replaces "laws of the country in which you acquired the Machine" in the first sentence: laws of the State of Utah.

Jurisdiction: The following replaces "country in which you acquired the Machine" in the first sentence: State of Utah.

PART 3—WARRANTY INFORMATION

This Part 3 provides information regarding the warranty applicable to your Machine, including the warranty period and type of warranty service PROVO CRAFT provides.

Warranty Period

The warranty period may vary by country or region.

A warranty period of 1 year on electronic parts including motors, wiring, switches, speed controls, LCD screens and other electronic components; and 90 days labor. A warranty period of 90 days on all non-electronic components. If a failure of a non-electronic part occurs within 90 days of the original purchase date, PROVO CRAFT will repair or replace the component. You will be responsible for returning the component to PROVO CRAFT for warranty service (refer to page 2 for instructions about shipping to PROVO CRAFT).

A warranty period of 90 days on all CRICUT[®] branded image or font cartridges.

Types of Warranty Service

If required, PROVO CRAFT provides repair or exchange service depending on the type of warranty service specified for your Machine as described below. Scheduling of service will depend upon the time of your call and is subject to parts availability. Service levels are response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations. Additional charges may apply outside PROVO CRAFT's normal service area. Contact your local PROVO CRAFT representative or your reseller for country and location-specific information.

1. Customer Replaceable Unit ("CRU") Service

When applicable, PROVO CRAFT will provide a replacement CRU to you for you to install. CRU information and replacement instructions are shipped with any CRU. Installation of a CRU is your responsibility. If PROVO CRAFT installs a CRU at your request, you will be charged for the installation. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if PROVO CRAFT does not receive the defective CRU within 30 days of your receipt of the replacement.

2. Courier or Depot Service

When applicable, PROVO CRAFT will provide you with a shipping container for you to return your Machine to a designated service center. A courier will pick up your Machine and deliver it to the designated service center. Following its repair or exchange, PROVO CRAFT will arrange the return delivery of the Machine to your location. You are responsible for its installation and verification.