

## Gypsy™ Statement of Limited Warranty

### **Part 1—General Terms**

This Statement of Limited Warranty includes Part 1—General Terms, and Part 2—Warranty Information. The warranties provided by PROVO CRAFT AND NOVELTY, INC. (“PROVO CRAFT”) or its authorized repair center in this Statement of Limited Warranty apply only to a Machine you purchase new for your use, and not for resale. The term “Machine” means a Gypsy™, its features and elements. 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 electronic User Manual loaded on the machine. The warranty period for the Machine starts on the original Date of Purchase and is specified in Part 2 – Warranty Information. The date on the original 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. Lost or stolen devices;
2. 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
3. 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 warranty is also voided by use, or an attempt to use any software or computer program that is not sold under a Provo Craft label, or is otherwise inconsistent with the purpose of the Machine. 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 Gypsy™ Customer Care at the following web site:

[www.provocraft.com/gypsy](http://www.provocraft.com/gypsy)

### **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.provocraft.com/gypsy](http://www.provocraft.com/gypsy). The type of warranty service applicable to your Machine is specified in Part 2—Warranty Information.

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

If your problem can be resolved at PROVO CRAFT’s discretion 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, then PROVO CRAFT will either, at its sole discretion, 1) repair it to make it function as warranted, or 2) replace it with one that is at least functionally equivalent. These are the sole remedies to which you are entitled under this Limited Warranty.

If Gypsy™ customer service deems it necessary to return the Machine to PROVO CRAFT for warranty service, customer service will issue a Return Material Authorization (RMA). Upon obtaining an RMA from customer service, you must ship the Machine with a copy of your proof of purchase, and a letter containing the RMA, your name, return shipping address, and a brief written description of the problem to the PROVO CRAFT Authorized Care Center.

The RMA number must appear on the outside of the shipping box. Only Machines bearing a valid RMA will be accepted by PROVO CRAFT. Unless PROVO CRAFT directs otherwise, we recommend you insure the shipment for the purchase price of the Machine. The costs of such insuring/shipping are your responsibility. 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.

Provo Craft Authorized Service Center  
151 East 3450 North  
Spanish Fork, Utah 84660 USA

If you have any questions regarding these warranties, please contact us:

**1-866-716-2260**

[www.provocraft.com/gypsy](http://www.provocraft.com/gypsy)

### **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 may be 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 law, PROVO CRAFT shall in no circumstances be liable for more than the amount of any 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 any circumstance.

UNDER NO CIRCUMSTANCE IS PROVO CRAFT, OR ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 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, unless you acquired the Machine in the United States or Canada. If you acquired the Machine in the United States, then you consent to the application of the laws of the State of Utah, without regard to the conflict of laws provisions therein, to govern, interpret, and enforce all of your rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty. If you acquired the Machine in Canada, then you consent to the application of the laws of the Province of Ontario, without regard to the conflict of laws provisions therein, to govern, interpret, and enforce all of your rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty.

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, unless you purchased the Machine in the United States. If you acquired the Machine in the United States, then you agree to the exclusive jurisdiction of the courts of the State of Utah for litigation arising out of or in connection with this Statement of Limited Warranty.

### **Part 2—Warranty Information**

This Part 2 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. Unless otherwise required by law to be longer, the following warranty periods apply:

A warranty period of one (1) year on electronic parts including motors, wiring, switches, LCD screens and other electronic components; and ninety (90) days labor. A warranty period of ninety (90) days on all non-electronic components. If a failure of a non-electronic part occurs within ninety (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 warrant service (refer to page 2 for instructions about shipping to PROVO CRAFT).

A warranty period of ninety (90) days on all Cricut® or Gypsy™ 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 thirty (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.

### **3. Customer Carry-In or Mail-In Service**

When applicable, you will deliver or mail as PROVO CRAFT specifies (prepaid unless PROVO CRAFT specifies otherwise) the failing Machine suitably packaged to a location PROVO CRAFT designates. After PROVO CRAFT has repaired or exchanged the Machine, PROVO CRAFT will make it available for your collection or, for Mail-in Service, PROVO CRAFT will return it to you at PROVO CRAFT's expense, unless PROVO CRAFT specifies otherwise.

If you have any questions regarding these warranties, please contact us:

**1-866-716-2260**

[www.provocraft.com/gypsy](http://www.provocraft.com/gypsy)

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