

3Shape TRIOS General Limited Warranty and Out of warranty, Terms and Conditions – TRIOS

Limited Warranty - TRIOS

These terms shall be subject to the terms of any agreement between 3Shape and 3Shape's customer (Reseller). 3Shape warrants that the TRIOS System hardware (scanner and set up, e.g. TRIOS 3 Pod) is/are free from defects in material and labor and will perform according to specifications for a warranty period of one year from the date of deployment or any extended warranty period agreed upon e.g. as part of TRIOS Care (Warranty Period). Find terms and conditions for TRIOS Care at <https://www.3shape.com/en/services/trios-care/terms-conditions>.

If the TRIOS System or its associated hardware parts, i.e. scanner or set-up, is non-operational or significantly flawed on arrival or within the first 90 (ninety) days (= dead on arrival) at the Reseller or End User, the defect or malfunction needs to be reported to 3Shape support immediately. Contact information can be found under: <https://help.3shape.com/>. In case the hardware product cannot be fixed remotely, 3Shape will permanently replace with a new TRIOS System or hardware part. Any defect or malfunction reported to 3Shape after these 90 (ninety) days cannot be acknowledged as 'dead on arrival'-case and therefore falls under the warranty period procedures described next. This policy for defects or malfunctions within the first 90 (ninety) days covers two (2) way shipment from 3Shape to the Reseller or End User and the return of the broken unit to 3Shape.

After the 90 (ninety days) and during the warranty period, 3Shape will, at its discretion, replace or repair the TRIOS System or its hardware parts which fail to perform to its specifications, provided that the TRIOS System was used and maintained in accordance with the applicable operator maintenance instructions. No warranty is offered on third party products and other accessories and equipment. For replacements, 3Shape will cover two (2) way shipment costs associated with a replacement of the TRIOS System or its hardware parts. For repairs, 3Shape will cover one (1) way shipment costs associated with a repair of the TRIOS System or its hardware parts. A request for under warranty repair or replacement must be received by 3Shape support. Contact information can be found under: <https://help.3shape.com/> To be eligible for replacement or repair under warranty, the TRIOS System must qualify for replacement or repair under the warranty. Such coverage is validated and confirmed by 3Shape Support. If subsequently, after receipt by 3Shape of the defective TRIOS system or its hardware parts, it is determined that the TRIOS System does not qualify for replacement under the warranty, 3Shape will be entitled to invoice the Reseller or End User, subject to the terms of any agreement between Reseller and End User, for the list price of the replacement scanner. 3Shape strives to repair or replace the TRIOS System or its hardware parts as fast as possible. 3Shape is not liable for any loss of business incurred during the repair or replacement process.

In case of repair, 3Shape will offer a repair service for which the broken unit needs to be sent to 3Shape. 3Shape does not provide a loaner or rental scanner during the repair service. In case of replacement, 3Shape commits to replace the TRIOS System or its hardware parts with a quality tested and refurbished (to the extent feasible based on regulatory legislation) similar product of at least the same version as the damaged TRIOS System or hardware parts. The Reseller or End User, subject to the terms of any agreement between Reseller and End User, is responsible for returning the defective items listed on the RMA (Return Merchandise Authorization) in accordance with the instructions shared by 3Shape, to 3Shape no later than twenty (20) days after receipt of the replacement scanner. Failure to return the

defective scanner provides 3Shape with the right to suspend the TRIOS Software license until the defective is received by 3Shape.

The TRIOS System or its hardware parts listed on any repair or replacement report will be covered for a minimum of at least six (6) months calculated from the date of shipment and up to the applicable TRIOS system warranty period based on the original TRIOS system deployment date, and not on the date of the repaired or replaced product's deployment. The General Limited Warranty does not cover failures due to misuse, abuse, negligence, accidents, repairs, or alterations by Reseller or third parties other than 3Shape or its subcontractors.

Further, 3Shape offers an Express Replacement Service. The Express Replacement Service is only available in select countries and regions and requires that both purchase and request for replacement have been for products in such covered countries/regions. 3Shape holds the right to decide at its discretion in which countries the Express Replacement Service is available. Only TRIOS Scanners are covered under Express Replacement Services. PC, Carts, and all other accessories & equipment are not included in the Express Replacement Service.

Out of warranty - TRIOS

After the Warranty period (i.e. out of warranty), 3Shape may offer to replace or repair the TRIOS System in their discretion and no longer than the lifetime of the TRIOS scanner. 3Shape provides fixed fees for replacement and repair cases for TRIOS Scanners from TRIOS 3 or newer and Move+. For older TRIOS Systems 3Shape provides a case-by-case fee, which is estimated by 3Shape Support.

3Shape will cover two (2) way shipment associated with repair or replacement of the TRIOS System. A request for out of warranty repair or replacement must be received by 3Shape support. Contact information can be found under: <https://help.3shape.com/>.

In case of replacement, 3Shape commits to replace the TRIOS System with a quality tested and refurbished (to the extent feasible based on regulatory legislation) similar TRIOS System of at least the same version as the damaged TRIOS System. In case of repair, 3Shape will offer a repair service for which the broken unit needs to be sent to 3Shape. 3Shape does not provide a loaner or rental scanner during the repair. 3Shape strives to replace or repair the TRIOS System as fast as possible. 3Shape is not liable for any loss, including loss of business incurred during the repair or replacement process.

Dead On Arrival	Warranty	Out Of Warranty
The product is non-operational or significantly flawed on arrival at the customer site or within the first 90 days and cannot be fixed remotely	The product is covered by warranty and is malfunctioning due to a manufacturing defect. The product has been working as designed at the reseller/ End User site prior to the problem being experienced	The product requires replacement or repair after the warranty period has been exceeded
• Issue reported on arrival or within the first 90 days • TRIOS System permanently replaced with a new unit • Shipment: free of charge for both ways	• Replacement: TRIOS System (incl. Pod, Wireless chargers and batteries) permanently replaced with a certified refurbished scanner • Repair: TRIOS System send in for repair • Shipment: • Replacement: free of charge for both ways • Repair: free of charge only for one-way	• Issue reported after warranty expiration • Out of warranty replacement or repair of TRIOS System for a fixed fee (for TRIOS 3 or newer and Move+ for older systems a case-by-case fee applies) • Shipment: free of charge for both ways