

# Colour Change Warranty

Arlon warrants that the Products, for the period listed in the Outdoor Durability Table below starting from the date of the Product application to its End User's vehicles (the "Colour Change Limited Warranty Period"), will:

- (1) be free from Materials and Workmanship Defects upon shipment
- (2) perform and provide Outdoor Durability
- (3) perform and provide for Clean Removal

The Colour Change Warranty is contingent upon:

- (1) Arlon's Products are properly stored and the finished product is applied within the stated shelf life of the Products (shelf life can be found on the specific Arlon Product Information Bulletin ("PIB") located at arlon.com under Products Select Specific Product Product Support);
- (2) substrate preparation, installation, maintenance, cleaning, and removal procedures are performed by knowledgeable and skilled manufacturers and installers in accordance with Arlon's recommended procedures that can be found in the applicable PIB and Installation Guide by visiting www.arlon.com/eu\_en/products/pcc-eu-en/support;
- (3) the Exclusions and Limitations set forth below; and
- (4) satisfying the Notification of Claim and all other requirements set forth below.

This Colour Change Warranty is a "Product-Specific Limited Warranty" as referenced in Arlon's Standard Terms and Conditions. "Arlon's Standard Terms and Conditions" (available at http://www.arlon.com/terms-and-conditions or in hardcopy by request), are specifically incorporated into, and made a part of, this Colour Change Warranty. This Colour Change Warranty shall govern any conflicts between terms in the aforementioned documents.

### **OUTDOOR DURABILITY TABLE**

See below table for applicable warranted durability periods (in years):

		ZONE 1		ZONE 2		ZONE 3	
Arlon Products	Colours	Vertical	Non-Vertical/ Horizontal	Vertical	Non-Vertical/ Horizontal	Vertical	Non-Vertical/ Horizontal
Premium Colour Change	Black & White (#402, #403 Only)	10	5	8	2	6	1
	Solid Colours	8	5	6	2	4	1
	Gloss Pearl & Gloss Silver	8	5	6	2	4	1
	Metallics	5	2	3	1	1	6 Months

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### NOTIFICATION OF CLAIM

In the event Purchaser believes the Products have a Materials and Workmanship Defect, or did not provide the Outdoor Durability or Clean Removal as described above, the Purchaser shall immediately, in no event later than fourteen (14) days of discovery of such condition (so long as the alleged condition was discovered within the Colour Change Limited Warranty Period), give Arlon written notice of Purchaser's claim ("Colour Change Warranty Claim"), specifying the alleged deficiency and providing such information and documentation as Arlon may reasonably request. Purchaser shall give Arlon a reasonable opportunity after receiving notice of the Colour Change Warranty Claim to examine such Products. Purchaser shall (if requested by Arlon) return such Products to Arlon's place of business, or to such other location as Arlon may request, at Arlon's cost for examination by Arlon or such other persons or entities as may be designated by Arlon. End Users shall contact the distributor or graphics manufacturer from which they purchased their Products to file a claim on the End User's behalf.

# **EXCLUSIVE COLOUR CHANGE WARRANTY LIMITED REMEDY**

For Accepted Claims that Arlon determines in its sole discretion are covered ("Accepted Claim"), Arlon shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part); or (ii) credit or refund the purchase price of such Products to the Purchaser. The limited warranty period for any replacement or repaired products shall not extend beyond the end date of the original Colour Change Limited Warranty Period applicable to the Products that were sold to Purchaser and which are replaced or repaired. Arlon material purchase price reimbursement will be calculated using the following formula:

REIMBURSEMENT FORMULA =	Arlon material purchase price X (warranty in months - number of months since application)
REIMBURSEMENT FORMULA =	(warranty in months)

# NO THIRD-PARTY BENEFICIARIES

This warranty is for the sole benefit of Purchaser and Arlon and their respective successors, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the terms of this warranty. There are no intended or incidental beneficiaries.

# LIMITATION OF LIABILITY

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, ARLON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY: (i) EXPRESS WARRANTY; OR (ii) IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WARRANTIES IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

The remedies set forth herein shall be the Purchaser's sole and exclusive remedies. Arlon shall not be responsible, obligated or liable for any injury or damage resulting from an application or use of its PRODUCTS, either singly or in combination with other products. Arlon's **SOLE LIABILITY FOR BREACH OF WARRANTY OR ANY OTHER CLAIM SHALL BE LIMITED TO THAT SET FORTH HEREIN. ARLON SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (i) THE USE OR PERFORMANCE OF THE PRODUCTS; (ii) ANY ORDER; OR (iii) ANY CONTRACT.** 

THIS WARRANTY APPLIES ONLY TO ARLON PRODUCTS THAT ARE USED BY KNOWLEDGEABLE AND SKILLED GRAPHICS MANUFACTURERS AND INSTALLERS FOR THE END USES AND, IN THE COMBINATIONS, DESCRIBED IN THE APPLICABLE PRODUCT INFORMATION BULLETINS. FOR ANY OTHER USE, PURCHASER AND END USER ARE RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE PRODUCTS AND FOR ANY AND ALL RISK OR LIABILITY ASSOCIATED WITH THAT USE OR APPLICATION.

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# **EXCLUSIONS & LIMITATIONS**

Arlon shall not be liable for a Colour Change Warranty claim if:

- (1) Purchaser or End User makes any further use of the Products after submitting a Colour Change Warranty Claim;
- (2) The defect arises because Purchaser or End User failed to follow instructions as to the storage, installation, application, use or maintenance of the Arlon Products;
- (3) Purchaser or End User alters or repairs the Products without the prior written consent of Arlon;
- (4) Premature failure is caused by chemical or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, solvents, improperly used high pressure washing equipment, mechanical washing equipment, engine spills, engine exhaust, steam, organic solvent, or other spilt chemicals; and
- (5) Damage is caused by fire, structural failure, lightning, acts of God, and other such events.

Furthermore, Arlon shall not be liable for a Colour Change Warranty Claim to the extent damage or loss is the result of any of the following:

#### **EXCLUDED SURFACE CONDITIONS:**

- Uncured or un-dried paint and liquid clear coat that has a poor bond to the substrate or underlying paint coatings
- Non-OEM paint or clear coat substrates
- Substrates with aged paints, oxidation, or chalking
- Substrates exposed to water submersion, such as watercraft
- Uncoated/unpainted stainless-steel surfaces
- Substrate with low surface energy. Substrates with dyne values of less than 37 dynes/cm are considered low surface energy
- Pre-existing graphic/vinyl film
- Vehicle paint staining that may be visible after removal of a Graphic
- Unsound surfaces or surfaces that subsequently crack, peel, outgas or become damaged beneath the film

#### **ENVIRONMENTAL EXCLUSIONS:**

- Damage to the Products caused by:
  - Abrasions, typically from day-to-day driving, including, but not limited to: rocks, sand, dirt, bird droppings and insects, etc.
  - Gasoline or fuel spillage
  - Acid rain/acid dew that are common in high-pollution regions
  - Mold/mildew growth that are common in high humidity or temperature regions
  - Extreme internal temperatures, such as tanker trucks
  - Cleaning and protective coating products containing petroleum distillates or solvents such as soaps, waxes, or ceramic protective coatings.

### **ADDITIONAL EXCLUSIONS:**

- Matte finished vinyl exposed to cleaning agents, wax, and polish products. Matte finishes are sensitive to change in colour and appearance.
- Glass breakage. Glass may break under the stress caused by temperature changes across the surface, which could be amplified by the application of the film.

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# **DEFINITIONS**

#### **ADHESIVE**

"CLEAN REMOVAL" is defined as Products that feature a "PERMANENT CLEAN REMOVING ADHESIVE" and is only covered if the failure is due solely to a Material and Workmanship Defect.

"PERMANENT CLEAN REMOVING ADHESIVE" is defined as an adhesive where no more than 30% adhesive residue is left behind when removing from recommended substrates using appropriate heat and/or chemicals on vehicles with Acceptable Surface Conditions. Arlon does not warrant the speed or ease of vinyl film removal. Purchaser acknowledges that customary industry standards recognize some degradation in the stated properties of the Products will occur over time and is considered normal wear and tear.

**"PERMANENT ADHESIVE"** is defined as an adhesive that is not designed to be removed. Removal could be difficult and require heat and/or chemicals and is not warranted.

"REMOVABLE ADHESIVE" is defined as an Arlon adhesive that can be removed without heat or chemicals, with up to 30% adhesive left behind

#### **EXPOSURE**

"HORIZONTAL EXPOSURE" is defined as between 45° - 90° from vertical (90°).

"NON-VERTICAL EXPOSURE" is defined as between 10°-45° from vertical (90°).

"VERTICAL EXPOSURE" is defined as less than or equal to 10° from vertical (90°).

#### **OTHER**

"ACCEPTABLE SURFACE CONDITION" for "CLEAN REMOVAL" is defined as a vehicle surface absent any of the conditions outlined in the Exclusions section above or other conditions which knowledgeable and skilled manufacturers and installers of vehicle graphics should know are not suitable for applying the Products to such surface.

**"END USER"** is defined as the person or entity that uses the finished Products. For example, the individual or entity that purchases a finished graphic from a graphics manufacturer.

"MATERIALS AND WORKMANSHIP DEFECT(S)" is defined as a failure of the Products to materially conform to Arlon's written manufacturing specifications for the Products upon shipment as stated on the applicable PIB located at www. arlon.com/eu en/products/pcc-eu-en/support.

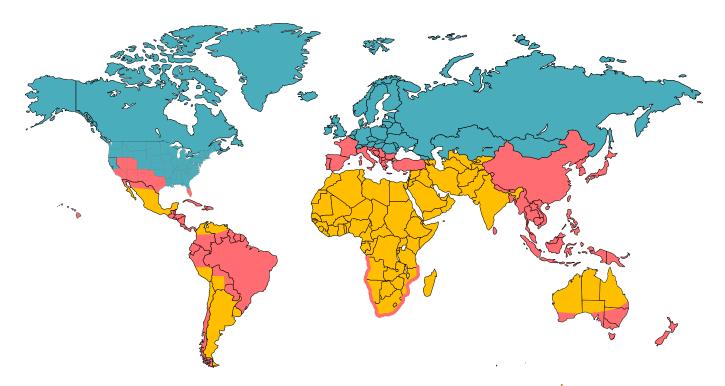
"OUTDOOR DURABILITY" is defined as the Product having no excessive fading, discolouration, cracking, crazing, peeling, blistering, excessive dimensional change, gloss reduction, chalking, edge lifting, tenting around rivets or loss of adhesion or reflectivity that makes the Graphic on the end user's vehicles visually unsuitable for its intended purpose when viewed with the intended lighting, angle and distance for such a Graphic, as determined by customary industry standards, due solely to Materials and Workmanship Defects. Purchaser acknowledges that customary industry standards recognize some degradation in appearance and stated properties of the Products will occur over time and is considered normal wear and tear. Horizontal applications are expected to show slightly more of the characteristics listed above than similar vertical applications, due to the increased amount of sunlight, UV exposure and pollutants coming in contact with non-vertical surfaces.

"PRODUCT(S)" are defined as Arlon produced films for which it's explicitly stated that they are covered by the Colour Change Warranty in this warranty statement, the applicable PIB, or a special sale agreement.

"PURCHASER" is defined as the person or entity that submitted a purchase order to Arlon whether oral or written, to purchase Products directly from Arlon. For example, Arlon's distributor or a direct customer.

**"ZONE 3"** is defined as the extremely severe areas depicted in the colour yellow in the Zone Map below, along with those areas within Zone 1 and Zone 2 with altitudes greater than 1,500 M (5,000 FT).

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# **ZONE 1**

AUSTRIA BELARUS BELGIUM CANADA CZECH REPUBLIC DENMARK ESTONIA FINLAND GERMANY GREENLAND HUNGARY ICELAND IRELAND LATVIA LIECHTENSTEIN LITUANIA LUXEMBOURG

MOLDOVA NORTHERN ASIAN COUNTRIES NORWAY POLAND

ROMANIA RUSSIA SCANDINAVIA SWEDEN SWITZERLAND UKRAINE UNITED KINGDOM

UNITED STATES\*\*
THE NETHERLANDS

\* Except for areas listed in ZONE 3

\*\* Except for areas listed in ZONE 2 and ZONE 3

# ZONE 2

AUSTRALIA\* ALBANIA BOLIVIA\* BOSNIA & HERZEGOVINA BRAZIL BULGARIA CARIBBEAN ISLES CENTRAL AMERICA CHILE\* CHINA

COLOMBIA\* CROATIA CYPRUS FRANCE GREECE HAWAII ITALY JAPAN KOREA MACEDONIA MALTA

MEDITERRANEAN ISLANDS
MEXICO\*
MONTENEGRO NEW ZEALAND PARAGUAY PERU\*
PORTUGAL

PUERTO RICO SOUTH AFRICAN COAST SOUTHERN ASIAN COUNTRIES

SERBIA SLOVENIA SPAIN TURKEY

UNITED STATES
(AZ, NM, NV, South CA, South FL, UT Desert Region)
VENEZUELA\*

VIRGIN ISLANDS

ARABIAN GULF REGION

ARGENTINA AUSTRALIA

(All areas 100km north of the line between Brisbane and Perth)

INDIA MIDDLE EAST

NORTH AFRICA - INCLUDING SAHARA NORTH CHILE NORTH COLUMBIA

NORTH VENEZUELA SOUTH & CENTRAL AFRICA SOUTH PERU SOUTHERN MEXICO

SOUTHWEST BOLIVIA

URUGUAY

ELEVATIONS ABOVE ALTITUDES OF 1500 M (5000 FT)

Nov 2022 - EMEA

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