



# PRINT MEDIA & OVERLAMINATE WARRANTY - ANZ

Arlon Graphics LLC ("Arlon") hereby provides warranty to Purchasers of Arlon's pressure sensitive graphic and overlaminate films (the "Products"). This Warranty is a Product-Specific Limited Warranty as defined in Arlon's standard Terms and Conditions (referred to herein as "Arlon T&C's" and available at http://www.arlon.com/terms-and-conditions, or in hardcopy by request). Arlon T&C's are specifically incorporated into, and made a part of, this Warranty. In case of any conflict between Arlon T&C's and this Warranty, the terms hereof shall control. Capitalized terms are defined when first used or as set forth below in the "Definitions" section and are critical to understanding the scope and limitations of this Warranty.

# WARRANTY SCOPE & PERIOD

Products used in Recommended Applications with Acceptable Surface Conditions will perform and provide **Outdoor Durability**. The warranty period is listed in the applicable Arlon PIB for Vertical applications in Zone 1. The corresponding warranty period for Non-Vertical and Horizontal applications in Zone 1 as well as Vertical, Non-Vertical and Horizontal applications in Zones 2 and 3, is as listed in the Outdoor Durability Guideline below and which corresponds to the Vertical Zone 1 category as indicated in the applicable Arlon PIB (the "Warranty Period"). The Warranty Period will start on the date of the End User's completed installation and continue until the end of the Warranty Period, subject to the conditions below. When pairing Arlon approved overlaminate films and graphic films (as specified in the applicable Arlon PIB), the warranty period will be equal to the stated durability of the overlaminate film.

For applications within Australia and New Zealand, outdoor durability is determined according to the climate zones specified in the table below under Zone 2 and Zone 3. Zone 1 outdoor durability is not applicable in these regions.

## WARRANTY CONDITIONS

This Warranty is conditioned upon and subject to Products and finished Graphics being:

- properly stored and installed within one year of Arlon's invoice to Purchaser for non-cast Products and within two years of Arlon's invoice to Purchaser for cast Products;
- cared for, and used within its end user application, in accordance with the applicable Arlon PIB (available at http://arlon.com/under Products - Select Specific Product - Product Support) or advice provided by regional Arlon technical resources; and
- used and applied by knowledgeable and skilled manufacturers and installers of graphic films and overlaminates for the end uses and, in the combinations, described in the applicable Arlon PIB.

The Warranty is subject to the exclusions and warranty claim notice/requirements sections set forth below, and the other terms and conditions contained herein or incorporated by reference. Arlon shall have no liability to the extent damage or loss is the result of any such conditions.

For all applications and substrates, it is the end user's sole responsibility to test and confirm the requirements and approve the use of Arlon Products. Arlon is not liable for any risk or performance-related issues if used on non-recommended applications and substrates. 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. 1

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# **WARRANTY CLAIM NOTICE & REQUIREMENTS**

In the event Purchaser believes the Products purchased did not meet the Warranty, Purchaser shall immediately, and in no event later than fourteen (14) days of discovery of such condition (so long as the alleged condition was discovered within the Warranty Period), give Arlon written notice of Purchaser's claim with the following information: (1) specifying the alleged deficiency and identifying the name and batch numbers for the Products; (2) provide photographs of the applied finished Graphic evidencing the visual state of the claimed defect and allow for inspection and examination thereof as Arlon may request; (3) providing all available reports of processing conditions, installation date and location, and installer contact information; and (4) establish traceability from receipt of Products to the finished installed Graphic and return any other relevant documentation, available Product, finished Graphic retained samples, and photographs evidencing the condition of each application prior to installation. Purchaser shall (if requested by Arlon) return such Products to Arlon's place of business, or to such other location as Arlon may request, for examination by Arlon or such other persons as may be designated by Arlon. The End Users shall contact the distributor or Graphics manufacturer from which they purchased their Graphics to file a claim on the End User's behalf. Arlon shall determine at its sole discretion whether the claim is covered under this Warranty ("Accepted Claims") and the Purchaser shall be required to cooperate and provide further information and documentation as Arlon may reasonably request.

## PRODUCT WARRANTY REMEDY

For Accepted Claims, 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 as calculated using the following formula:

REIMBURSEMENT FORMULA =

(Warranty Period in months - Number of months since application date) X Arlon Product purchase price

Warranty Period in months

## LIMITATION OF WARRANTY

The Warranty Period for any replacement or repaired Products shall not extend beyond the end date of the original Warranty Period applicable to the Products that were sold to Purchaser. Arlon's liability on any claim of any kind shall in no case exceed the amount expressly provided for in this Warranty. This limitation applies regardless of whether damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory.

EXCEPT FOR WARRANTIES PROVIDED BY LAW. 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.

Except for any remedies provided under the Consumer Guarantees Act 1993, 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.

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## **DEFINITIONS**

"Accepted Claims" is defined at the end of the paragraph in the section titled Warranty Claim Notice and Requirements.

"Arlon PIB" is defined as the Product Information Bulletin for the applicable Product.

**"End User"** is defined as the person or entity that uses the finished Graphics. For example, the individual or entity that purchases finished Graphics from a graphics manufacturer.

"Graphic(s)" is defined as a finished graphic, which may include Non-Arlon Products such as ink and protection layer.

"Horizontal Exposure" is defined as between 45°- 90° from vertical (90°).

"Non-Arlon Products" is defined as products such as printer/ink/clear coat that is not manufactured by Arlon.

"Non-Vertical Exposure" is defined as between 10°- 45° from vertical (90°).

"Outdoor Durability" is defined as no excessive fading, discoloration, cracking, crazing, peeling, blistering, excessive dimensional change, gloss reduction, chalking, edge lifting, excessive tenting around rivets or loss of adhesion or reflectivity that makes the Graphic on the end user's application 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. Outdoor Durability is contingent upon and subject to complying with the following graphic manufacturing guidelines:

- 1. Any surface coating (such as paint, clear coat) must be fully dried or cured;
- 2. Inks must be fully dried / outgassed

"Warranty" is defined as the terms and conditions contained or otherwise incorporated by reference herein.

**"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.

"Recommended Applications" refers to applications listed in each Arlon PIB.

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

"Warranty Period" is defined in the first paragraph under section titled "Warranty and Warranty Period".

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## **OUTDOOR DURABILITY GUIDELINE**

Table 1 provides an overview of the maximum expected durability in each of the climate zone for vertical, non-vertical and horizontal exposure defined above. Refer to zone map below.

**For applications within Australia and New Zealand,** outdoor durability is determined according to the climate zones specified in the table below under Zone 2 and Zone 3. Zone 1 outdoor durability is not applicable in these regions.

Table 1:

EXPECTED OUTDOOR DURABILITY GUIDELINE (UNPRINTED)					
ZONE 1		ZONE 2		ZONE 3	
VERTICAL (YEARS)	NON-VERTICAL / HORIZONTAL (YEARS)	VERTICAL (YEARS)	NON-VERTICAL / HORIZONTAL (YEARS)	VERTICAL (YEARS)	NON-VERTICAL / HORIZONTAL (YEARS)
12	6	10	5	8	4
10	5	8	4	6	3
9	4.5	7	3.5	5	2.5
8	4	6	3	4	2
7	3.5	5	2.5	3	1.5
6	3	4	2	2	1
5	2.5	3	1.5	1.5	0.75
4	2	2	1		0.5
3	1.5	1	0.5	0.5	0.25
2	1	0	0	0	0
1	0.5	0	0	0	0

# **EXCLUSIONS**

- I. Arlon shall not be liable for a warranty claim or damage or loss related to:
  - Further use of the Product or Graphics after submitting a warranty claim
  - Failure to follow Arlon's or Non-Arlon Product manufacturer's oral or written instructions as to the storage, installation, application, use or maintenance
  - Specified films may be used for floor graphic applications but this warranty is not extended for the performance or clean removability of floor graphics materials.
  - Alterations or repairs made without the prior written consent of Arlon

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- Misuse, abuse, accident, neglect or mishandling
- Ease or speed of film removal
- 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 spilled chemicals
- Fire, structural failure, lightning, acts of Gods, and other such events
- II. Arlon shall not be liable for a warranty claim or damage or loss related to:

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

- Uncured or un-dried paint and liquid clear coat that has poor bond to the substrate or underlying paint coatings
- Non-OEM paint or clear coat substrates
- Stainless-steel surfaces, except where stated in the Product Information Bulletin
- Weld lines on tanker trucks
- Substrates with aged paints, oxidation, or chalking
- Substrates exposed to water submersion, such as watercraft
- Low surface energy substrates except when stated in the Product Information Bulletin. Arlon considers low surface energy substrates to be in the range of 38 dynes or less.
- Pre-existing graphic/vinyl film
- Substrate is cracked, peeled and damaged condition

#### **ENVIRONMENT CONDITIONS:**

- Abrasions and exposure from day-to-day operation, including but not limited to: rocks, sand, dirt, bird droppings,
- Glass breakage under stress caused by temperature changes across the surface, which could be amplified by the application of film
- Gasoline or fuel spillage exposure
- Acid rain and acid-dew common in high-pollution regions
- Mold and mildew growth common in high humidity or temperature regions
- Extreme internal temperatures, such as tanker trucks

#### NON-ARLON PRODUCTS:

- Products printed with non-OEM inks
- Ink contamination and/or failures caused by OEM ink manufacturers
- Improper printing parameters including color calibration, saturation, and profiling
- Ink or Liquid Clear Coat not properly cured to ink manufacturer's specifications and guidelines
- Improper outgassing
- Non-Arlon products (including but not limited to printer, ink, liquid clear coats)

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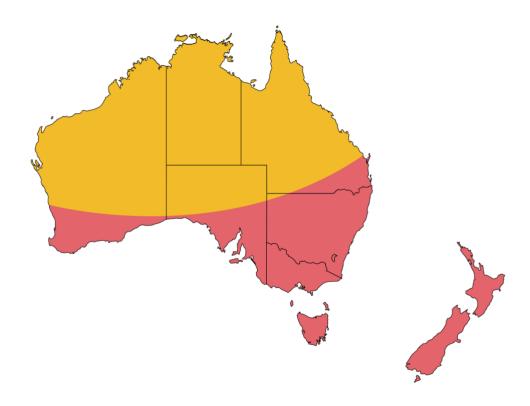
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# **ZONE MAP**



ZONE 2	ZONE 3
TASMANIA	100KM NORTH OF THE LINE BETWEEN BRISBANE AND PERTH
MELBOURNE	PERTH
ADELAIDE	NORTHERN TERRITORY

ADELAIDE NORTHERN TERRITORY CANBERRA ALICE SPRINGS SYDNEY BROKEN HILL BRISBANE BROOME PERTH CAIRNS NEW ZEALAND TOWNSVILLE

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