

GRAFITYP SELFADHESIVE PRODUCTS GRAFIGUARD WARRANTY CERTIFICATE

1. Product warranty

This “GrafiGuard Warranty Certificate” is issued by Grafityp Selfadhesive Products nv (hereafter called “Grafityp”), and is only valid in conjunction with the following documents :

- ◆ General Terms and Conditions of Sale and Delivery
- ◆ The technical data sheets of the materials in question
- ◆ Processing information, issued by Grafityp and valid on the date of this document

The GrafiGuard Warranty Certificate covers the outdoor durability and/or indoor durability of the GrafiGuard Paint Protection films.

All information, mentioned in this GrafiGuard Warranty Certificate and in the technical product data sheets of the above-mentioned Grafityp products, is based upon tests that were executed by Grafityp and that Grafityp consider to be reliable. The measured values are merely given as information, and do not constitute a guarantee or warranty as such. Eventually it is up to the end user of the GrafiGuard Paint Protection films to determine the suitability of the GrafiGuard Paint Protection films for his specific application.

GrafiGuard Paint Protection films have been developed on the basis of more than half a century of market experience and expertise in pressure sensitive adhesive technology. GrafiGuard Paint Protection films are manufactured and controlled in accordance with a quality management system that has been evaluated and approved by the ISO 9001:2000 certification standard.

Grafityp warrants that the GrafiGuard Paint Protection films are free from defects in manufacturing and workmanship upon shipment. If used in accordance with Grafityp’s written instructions, GrafiGuard Paint Protection films will under normal Central-European conditions provide outdoor durability and/or indoor durability for the warranty period stated in the applicable technical data sheets.

Outdoor durability means that the GrafiGuard Paint Protection films will not deteriorate to a higher extent than described in their respective technical data sheets, which means that the films will not discolour, crack, craze, blister, shrink, go matt or loose their adhesive strength to such an extent that the finished product is no longer effective for its protective purpose. The outdoor durability is based on normal Central-European outdoor exposure conditions and vertical application to recommended surfaces. If applied in areas with higher temperatures and/or humidity, the outdoor durability will be reduced and the warranty period will be decreased accordingly (please refer to chapter 3 for more details).

2. Warranty Limitations

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This warranty only applies in case the following remarks are taken into consideration:

- ◆ GrafiGuard Paint Protection films must be properly stored and applied before the end of their shelf life, as stated in the respective technical data sheets. In case of a complaint, it is the end user's responsibility to prove that the GrafiGuard Paint Protection films have been applied before the end of their shelf life by providing the products' batch numbers and date of application.
- ◆ GrafiGuard Paint Protection films must be used for the applications that they are meant for, as stated in the respective technical data sheets. In case the end user wishes to use the GrafiGuard Paint Protection films for any other use, it is his sole responsibility to determine the suitability of the product. Grafityp cannot be held responsible for any claims, losses, damages or expenses resulting from such unintended use of the products. GrafiGuard Paint Protection films are of a professional nature and require knowledgeable and skilled craft persons to determine the suitability of the materials and to assemble and install them.
- ◆ Grafityp shall not be held responsible for any damage to substrates resulting from the use or removal of GrafiGuard Paint Protection films, nor shall Grafityp be held responsible for any consequential damage.
- ◆ Grafityp shall not be held responsible for GrafiGuard Paint Protection films that have been altered, modified, damaged, misused, abused, subject to accidents, neglected or improperly processed. The products are not warranted against premature failure caused by chemical, environmental or mechanical means, such as, but not limited to, vandalism, cleaning solutions, paints, solvents, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust steam, organic solvents or other spilled chemicals. Damage from fire, structural failure, lightning and other forces of nature are not covered by this warranty.

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3. Warranty Period

As stated in Chapter 1 (Product Warranty), the outdoor durability is based on normal Central-European outdoor exposure conditions. If applied in areas with higher temperatures and/or humidity, the outdoor durability will be reduced and the warranty period will be decreased as follows :

North-, West-, Central and Eastern Europe North America (except for Arizona, California, Florida, Nevada, New Mexico, Texas, Utah and Mexico)	Total warranty period as stated in the technical data sheets of the respective GrafiGuard Paint Protection films
South-Europe Central and South America Asia Pacific (except for Australia and New-Zealand)	Multiply the warranty period stated in the technical data sheets of the respective GrafiGuard Paint Protection films by 0.7
Middle-East and Africa Australia and New-Zealand Arizona, California, Florida, Nevada, New Mexico, Texas, Utah and Mexico	Multiply the warranty period stated in the technical data sheets of the respective GrafiGuard Paint Protection films by 0.5

4. Notification

This GrafiGuard warranty shall only be valid if Grafityp is informed in writing, giving full details, within 30 days of the reported complaint and if the necessary delivery note and batch numbers of the materials concerned are made available. Samples of the materials should also be provided wherever possible.

Grafityp reserves the right to visually inspect the subject of the complaint. Grafityp shall thoroughly investigate the information obtained and will make a decision about the complaint as soon as possible.

5. Reimbursement

In case of a defect with the GrafiGuard Paint Protection films, Grafityp shall, at its own discretion, either replace the defective product or refund the purchase price of the amount invoiced for the GrafiGuard Paint Protection films in question. In either case, the compensation made will be pro rata to the remaining warranty period of the GrafiGuard Paint Protection films.

Grafityp shall not be held responsible for any incidental or consequential damage, including, but not limited to, loss of profit or income, labour cost, costs or expenses for reproducing graphics, loss of production time, costs for removing defective graphics, etc...