

ImagePerfect™ Graphic Film Warranty

Issued for:

All ImagePerfect self-adhesive PVC and non-PVC products.

1 Parameter

This declaration of warranty relates to a graphic application with parameters as set out in the “ImagePerfect Warranty Zones” document.

2 Scope of warranty

The warranty only applies to the following defects:

Manufacturing & Workmanship Defects. A failure of the Product to materially conform to the Eikon written manufacturing specifications for the Product, available in the data sheet, that affects the functionality of the graphic application beyond normal wear and tear and aging.

Printing and Ink Defects. Artefacts or misprints that occur when printing on specified Eikon Product using approved printers and OEM inks, due solely to a defect clearly identifiable in the Product due solely to manufacturing or workmanship.

Period of Warranty.

As set out in the “ImagePerfect Warranty Zones” document.

Note: the time period of warranty commences from the date of application provided that it is applied within the stated shelf-life.

3 Warranty Limitations

General. The Product must be properly stored and applied within the shelf-life as stated in the applicable Product Data Sheet and as marked accordingly on the Product. It is the customers’ responsibility to demonstrate the Product is used within the Product shelf-life by recording batch/reference numbers and application date. It is the customers’ responsibility to reference the proper document for instructions regarding the ultimate materials combinations (print media, inks, printer, laminate, clear coat, etc.) and the fitness for use of that combination for the ultimate end-use application, and to record its compliance with such instructions as evidence for any potential claim.

Unintended Use. This warranty only applies to Product that is used or processed in accordance with the applicable Eikon Product Data Sheets, Technical Specifications, Processing Instructions and this document. For all uses, the customer is responsible for determining the suitability of the Product, and for any and all risk or liability associated with that use or application, and the customer agrees to indemnify, defend and hold harmless Eikon for any claims, losses, damages, judgments, costs and/or expenses, including legal fees, resulting from such use or application. This warranty is expressly conditioned on the Product being processed by professional converters, following regular and accepted procedures, using only Eikon recommended written processing instructions, and being applied to properly prepared surfaces and cleaned at least twice a year and maintained in accordance with recommended OEM and Eikon procedures and products. It is the customers’ responsibility to promptly perform incoming material quality inspections; to assure proper surface preparation and that approved application procedures are followed; to retain converted samples; and to immediately cease using and notify Eikon of any Product or finished graphic discovered to be (or reasonably capable of being discovered to be) defective.

Misuse and Force Majeure. Eikon has no obligations or liability under this warranty with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglect, mischief or otherwise mishandled or improperly processed. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust, steam, animal droppings/secretions, organic solvents or other spilled chemicals. Damage from fire, structural failure, lightning, and other force majeure events are not covered by this warranty.

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Weathering Effects. Some degradation of materials and graphics over time is considered normal wear. Slight colour fading, chalking, edge lifting, “tenting” around rivets, or slight or gradual reduction in gloss (calendered films), and other natural weathering, environmental or other conditions or damage caused by fire, tornadoes, hurricanes, wind, lightning, storms or other acts of God, are not covered by this warranty.

Printing, Curing and Ink Defects. Ink contamination, failures or other defects, or other failures due to improper printing conditions or settings including, but not limited to, unsuitable colour calibration, incorrect ICC colour profile or incompatible printing modes, are not warranted. Product failure caused by ink over-saturation (ink loads in excess of 250%), excessive or under curing, or other treatment or processing errors are not warranted.

Adhesion to Application Surfaces. This warranty does not cover the Product if the application surface is not properly prepared/cleaned prior to application; nor does the warranty cover the Product or damage to the substrate because the layers of the substrate separate due to a lower bond between those layers than the bond between the Product and the top layer of the substrate, or surfaces (including glass coatings) which subsequently crack, peel, outgas, or become damaged beneath the Product.

Glass Breakage. This warranty does not cover glass breakage. Glass is prone to break under the stresses caused by temperature changes across the surface, which could be amplified by the application of the Product.

4 Definitions

“Indoor Durability” means that the Product in a finished Vertical graphic situated within the interior of a building without direct exposure to sunlight and applied to recommended surfaces, will not deteriorate excessively such that the finished graphic is ineffective for its advertising or identification purpose(s) when viewed under normal conditions from the intended viewing distance, due solely to a defect in the Product manufacturing or workmanship. The warranty does not extend to the use of the Product or finished graphic as wood or fabric replacement films or safety and security window films.

“Outdoor Durability” means that the Product used in a finished Vertical graphic situated outdoors, and applied to recommended surfaces, will not deteriorate excessively such as, film discoloration, cracking, crazing, blistering, gloss changes, excessive dimensional change or loss of adhesion, so that the finished graphic is ineffective when viewed under normal conditions from the intended viewing distance. Outdoor Durability as per the Products Data Sheet, is based on normal middle European outdoor exposure conditions after application; application conditions of temperatures between 18-23oC and application to recommended surfaces. Actual performance life will depend on a variety of factors, including but not limited to substrate preparation, exposure conditions and maintenance of the Product and finished graphic. In case of finished graphics in areas of high/low temperatures or humidity, in industrially polluted areas or other areas with air laden particulate matter, and/or in high altitudes, Outdoor Durability will be reduced and the warranty period will be decreased accordingly, as set out in the “ImagePerfect Warranty Zones” document.

“Vertical” means that the face of the finished graphic is less than 10° from vertical.

“Horizontal” means the face of the finished graphic is greater than +/- 10 ° from vertical.

“Flat surfaces” means a two dimensional flat surface without protruding objects.

“Simple curves” means surfaces that include a third dimension which does not require stretching of the film (for example, a cylinder).

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5 Complaint Process

The rights from this warranty statement are only guaranteed if Eikon has been informed in writing of the facts and reasons for the complaint within seven working days of the warranted failure being discovered or reasonably could have been discovered. This warranty can only be claimed by the direct customer of Eikon.

Claim notifications must include name and batch/reference numbers for films and processing components, together with a detailed report of the specific job, processing conditions and in-process test results, finished graphics retained samples, installation date and location, name of graphic installer, and any other pertinent information that is reasonable or requested by Eikon.

In the event of the application of self-adhesive ImagePerfect™ films for an entire fleet of vehicles, the notification has to additionally detail the number of vehicles processed, their registration numbers and the vehicle type(s). Eikon reserves the right to inspect, investigate and verify all reported claims. Failure to comply with the foregoing conditions constitutes a waiver of all rights of complaint and voids any warranty.

Eikon is also entitled to request samples of the material that led to the complaint and on-site inspections of the failed graphic application as a prerequisite for commencing the claim process. If the failed graphic application was removed or destroyed before the on-site inspection was carried out by authorized Eikon employees, Eikon has the right to reject the complaint, unless Eikon has waived in writing the right of an on-site inspection.

6 Exclusive Remedies and Limitations of Liability

For any Product that does not meet the above warranty terms, upon timely written notification of the warranty claim (as provided above) and compliance with the conditions set forth herein, and verification of the warranty claim by Eikon, Eikon's sole liability and responsibility, and the exclusive remedy therefore, shall be at Eikon's sole option: (a) to issue a material credit towards future purchases for the full purchase price of all Eikon defective Product used to produce the finished graphic; or (b) to replace all Eikon defective Product consumed in the manufacture of the finished graphic..

For failures deemed to meet the above warranty terms AND which occurs during the second half of the Products' warranted life, Eikon material purchase price reimbursement will be calculated using the following formula:

$$\text{Reimbursement} = \frac{\text{Material purchase price}}{\text{price}} \times \frac{(\text{warranty in months} - \text{no. of months since application})}{(\text{warranty in months})}$$

All statements, technical information and recommendations about Eikon Products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All Eikon Products are sold with the understanding that the purchaser/customer has independently determined the suitability of such Products or its purposes.

No express warranties and no implied warranties, whether of merchantability or fitness for any particular use, or otherwise, except as set forth above (which are made expressly in lieu of all other warranties) shall apply to the Products described herein. Eikon specifically disclaims and excludes any and all other such warranties. No waiver, alteration, addition or modification of the foregoing shall be valid unless made in writing and signed by an authorised representative of Eikon.

IN NO EVENT SHALL EIKON BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OR PRODUCTION OR LOSS OF CAPITAL. THE LIABILITY ON ANY CLAIM OF ANY KIND OF EIKON SHALL IN NO CASE EXCEED THE AMOUNT EXPRESSLY PROVIDED FOR IN THIS WARRANTY. THIS LIMITATION APPLIES REGARDLESS OF WHETHER THE DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY.

IN NO EVENT SHALL EIKON BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, CLAIMS OR DAMAGES OR ON ACCOUNT OF ANY EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS, MADE BY THE CUSTOMER.

ImagePerfect™ Warranty Zones

Europe and WorldWide

Zone 1	
Andorra	Liechtenstein
Austria	Lithuania
Belarus	Luxembourg
Belgium	Macedonia
Bosnia & Herzegovina	Moldova
Bulgaria	Monaco
Canada	Netherlands
Croatia	North Italy (north of Rome)
Czech Republic	
Denmark	Norway
Estonia	Poland
Finland	Romania
Georgia	Russia
Germany	Serbia
Greenland	Slovakia
Hungary	Slovenia
Iceland	Sweden
Ireland	Switzerland
Kosovo	Ukraine
Latvia	United Kingdom

Zone 2	
Albania	Myanmar
Argentina	New Zealand
Armenia	North Korea
Azerbaijan	Paraguay
Bolivia	Peru
Brazil	Philippines
Brunei	Portugal
Cambodia	San Marino
Chile	Singapore
China	South Italy (south Rome and Sardinia)
Fiji	
France	South Korea
Greece	Spain
Indonesia	Taiwan
Japan	Tajikistan
Kazakhstan	Thailand
Krygyzstan	Tonga
Laos	Turkey
Malaysia	Uruguay
Malta	Vatican City
Micronesia	Vietnam
Mongolia	

Zone 3		
Afghanistan	Guinea-Bissau	Papua New Guinea
Algeria	Guyana	Qatar
Angola	Haiti	Rwanda
Antigua & Barbuda	Honduras	Samoa
Bahamas	India	Sao Tome & Principe
Bahrain	Iran	Saudi Arabia
Bangladesh	Iraq	Senegal
Barbados	Israel	Seychelles
Belize	Jamaica	Sierra Leone
Benin	Jordan	Solomon Islands
Bhutan	Kenya	Somalia
Botswana	Kiribati	South Africa
Burkina Faso	Kuwait	South Sudan
Burundi	Lebanon	Sri Lanka
Cape Verde	Lesotho	St. Kitts & Nevis
Cameroon	Liberia	St. Lucia
Central African Rep.	Libya	Sudan
Chad	Madagascar	Suriname
Colombia	Malawi	Swaziland
Comoros	Maldives	Syria
Congo	Mali	Tanzania
Costa Rica	Marshall Islands	Timor-Leste
Cote d'Ivoire	Mauritania	Togo
Cuba	Mauritius	Trinidad & Tobago
Cyprus	Mexico	Tunisia
Djibouti	Montenegro	Turkmenistan
Dominica	Morocco	Tuvalu
Dominican Rep.	Mozambique	UAE
Egypt	Namibia	Uganda
El Salvador	Nauru	USA
Equatorial Guinea	Nepal	Uzbekistan
Eritrea	Nicaragua	Vanuatu
Ethiopia	Niger	Venezuela
Gabon	Nigeria	Virgin Islands
Gambia	Oman	Yemen
Ghana	Pakistan	Zambia
Grenada	Palau	Zimbabwe
Guatemala	Palestine	
Guinea	Panama	

ImagePerfect™ Warranty Zones

USA

Zone 1
Alaska
Connecticut
Delaware
Idaho
Illinois
Indiana
Iowa
Maine
Maryland
Massachusetts
Michigan
Minnesota
Montana
New Hampshire
New Jersey
New York
North Dakota
Ohio
Oregon
Pennsylvania
Rhode Island
South Dakota
Vermont
Washington
West Virginia
Wisconsin
Wyoming

Zone 2
Alabama
Arkansas
Colorado
Georgia
Kansas
Kentucky
Louisiana
Mississippi
Missouri
Nebraska
North Carolina
Oklahoma
South Carolina
Tennessee
Utah
Virginia
Washington DC

Zone 3
Arizona
California
Florida
Hawaii
Nevada
New Mexico
Puerto Rico
Texas

ImagePerfect™ Warranty Zones

Australia and New Zealand

Zone 1	Zone 2	Zone 3
Tasmania	Adelaide	Alice Springs
	Albany	Broken Hill
	Brisbane*	Broome
	Canberra	Cairns
	Coffs Harbour	Carnarvon
	Esperance	Ceduna
	Melbourne	Cook
	New Zealand	Darwin
	Perth*	Dubbo
	Sydney	Geraldton
		Kalgoorlie
		Mackay
		Mount Isa
		Newman
		Port Augusta
		Port Hedland
		Telfer
		Townsville

ImagePerfect™ Warranty: Durability

Zone 1	As per specified durability on the corresponding data sheet **
Zone 2	As per specified durability on the corresponding data sheet ** minus 30%
Zone 3	As per specified durability on the corresponding data sheet ** minus 60%

*Including all areas 100km North of Perth and Brisbane.

**Assumes alignment with the “ImagePerfect™ Graphic Film Warranty” document