



# Avery Dennison® ICS Performance Guarantee Terms and Conditions 1.0

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## ICS Performance Guarantee

The ICS Performance Guarantee combines our films with qualified OEM components to form a system which is guaranteed to be compatible and provide superior performance. You know exactly what to expect from your finished Avery Dennison graphics because your chosen combination has already withstood rigorous lab testing and met a very stringent set of durability and physical performance specifications.

## Terms and Conditions

### Acknowledgment of use of Product

Avery Dennison Graphics Solutions (“Avery Dennison”) supplies the specified Avery Dennison Graphics products (“Product”) on the following basis:

- (a) the Product is not required for, and is not of a kind ordinarily acquired for personal, domestic or household use or consumption;
- (b) the Product is being acquired for the purposes of re-supply and/or commercial use or for using them up or transforming them in the course of a process of production or manufacture; and
- (c) the purchaser will inform any subsequent purchaser of the Product of any reasons why the Product will or may not be fit for all the purposes for which goods of that kind are commonly supplied, and/or the purposes for which such subsequent purchaser requires the Product, including but not limited to having regard to any information provided by Avery Dennison Graphics concerning the Product and/or its application, including in any Product Data Sheets, Instructional Bulletins and ICS Performance Guarantee Durability Bulletins and, including but not limited to the basis upon which Outdoor Durability and/or Indoor Durability (as applicable and defined below) are determined; the purchaser will inform any subsequent purchaser of the Product.

### Avery Dennison Graphics Product Limited Express Warranty

Avery Dennison warrants that the Product will be free from defects in manufacturing and workmanship (as defined below) upon shipment, and when used according to Avery Dennison’s written instructions and with Avery Dennison qualified OEM inks and other graphic processing materials and equipment (“ICS Qualified Processing Materials”), will under normal conditions provide Outdoor Durability and/or Indoor Durability for the warranty period stated in the applicable Avery Dennison ICS Performance Guarantee Durability Bulletin, subject to the terms, conditions and limitations contained herein.

Outdoor Durability for the purpose of this warranty means that the Product in a finished graphic situated outdoors, subject to the limitations herein and Avery Dennison Product Data Sheets and Instructional Bulletins, and applied to recommended surfaces, will not deteriorate excessively such as, film discoloration, cracking, crazing, blistering, excessive gloss changes, excessive dimensional change or loss of adhesion or reflectivity (for retro-reflective films), so 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 in manufacturing or workmanship.



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Outdoor Durability is based on normal middle European and central North American outdoor exposure conditions, unless otherwise stated, 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 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. Subject to the Avery Dennison ICS Performance Guarantee Durability Bulletin, Avery Dennison Instructional Bulletin 1.30 Durability of Avery Dennison Graphics Films sets forth the durability period in the regional service area of your graphics.

## Defect Coverage for Product Defined in Applicable ICS Performance Guarantee Durability Bulletin

- Manufacturing & Workmanship Defects. A failure of the Product to materially conform to the Avery Dennison written manufacturing specifications for the Product.
- Printing and Ink Defects. Artefacts or misprints that occur when printing on specified Avery Dennison Product using ICS Qualified Processing Materials, due solely to a defect in the Product in manufacturing or workmanship.
- Cutting Defects. A failure of clean cutting and weeding characteristics when cut as recommended in the applicable Avery Dennison Product Data Sheet and Instructional Bulletins, due solely to a defect in the Product in manufacturing or workmanship.

## Express Warranty Limitations and Purchaser's Obligations

### Obligation to Inspect

The purchaser must, upon receipt of all Product, ICS Qualified Processing Materials and finished graphics, promptly inspect the goods for defects or damage and must within fourteen (14) days of delivery notify Avery Dennison in writing and/or its authorized agent or distributor of any claim. The purchaser must notify Avery Dennison in writing of any other alleged defect in the Product within 14 days of the date that such alleged defect of the Product was discovered or reasonably could have been discovered. Upon such notification, the purchaser must allow Avery Dennison to inspect the Product. To the extent permitted by law, no Product will be accepted for return or replacement unless Avery Dennison, in its sole discretion, upon inspection of the Product, considers the Product to be faulty or damaged by reason of an act or omission of Avery Dennison. Any return of Product is to be negotiated directly with Avery Dennison prior to its return. To the extent permitted by law, Product returned and accepted by Avery Dennison is, at the sole discretion of Avery Dennison, accepted for credit or replacement only. Any Product that is intended to be returned by Avery Dennison must be returned in the same condition as despatched or installed or, to the extent permitted by law, it will not be accepted.

### Obligation to Ensure Suitability

This warranty only applies to Product, including ICS Qualified Processing Materials and Finished Graphic that are used by purchasers or End User for the defined end uses and in the combinations described in the applicable Avery Dennison Product Data Sheets, Instructional Bulletins and ICS Performance Guarantee Durability Bulletins. It is the responsibility of the purchaser to ensure that the Product is suitable for the purposes for which it is purchased and for which it is to be re-supplied. To the maximum extent permitted by law, Avery Dennison will accept no liability whatsoever for any claims made by the purchaser or any subsequent purchaser or End User, arising from the failure of the purchaser to ensure suitability of the Product and/or to inform any subsequent Purchaser or End User of any reasons why the Product will or may not be fit for all the purposes for which goods of that kind are commonly supplied, and/or the purposes for which such subsequent purchaser requires the Product, including but not limited to having regard to any information provided by Avery Dennison concerning the Product and/or its application, including in any Product Data Sheets, Instructional Bulletins and ICS Performance Guarantee Durability Bulletins and, including but not limited to the basis upon which Outdoor Durability and/or Indoor Durability are determined. The purchaser agrees to indemnify, defend and hold harmless Avery Dennison for any claims, losses, damages, judgments, expenses and/or expenses, including legal fees, resulting from any use or application for which the Product including ICS Qualified Processing Materials and Finished Graphic is unsuitable.



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## Notification of Claims

Claim notifications must be made to Avery Dennison in writing within 14 days of the date that such alleged defect of the Product was discovered or reasonably could have been discovered, and must include name and lot/reference numbers for films and processing components, together with a detailed report of processing conditions and in-process test results, finished graphics, retained samples, installation date and location, name of graphic installer, and any other information that is pertinent or requested by Avery Dennison. Avery Dennison reserves the right to inspect, investigate and verify all reported claims. Failure to comply with the foregoing conditions constitutes a waiver of all rights under this ICS Performance Guarantee.

## Product Storage

The Product must be properly stored and applied within the shelf-life as stated in the applicable Avery Dennison Product Data Sheet. It is the purchaser's responsibility to demonstrate the Product is used within the Product shelf life by recording lot/reference numbers and installation date. All Product, including ICS Qualified Processing Materials, must be properly stored and applied in accordance with OEM instructions.

## Unintended Use

This warranty is expressly conditioned on the Product being processed by professional converters and/or installers using only ICS Qualified Processing Materials in accordance with the OEM and Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces and cleaned and maintained in accordance with recommended OEM and Avery Dennison procedures. It is the converters or other users' responsibility to perform incoming raw 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 Avery Dennison and/or its authorized agent or distributor of any Product, ICS Qualified Processing Materials and/or finished graphic discovered to be (or reasonably capable of being discovered to be) defective.

## Misuse and Force Majeure

Avery Dennison has no obligations or liability to any person whether under this warranty or otherwise with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or applied. Product is 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, lightening, and other force majeure events are not covered by this warranty.

## 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 (for cast and calendered films) or reflectivity (for retro-reflective films), and other natural weathering, environmental or other conditions or damage caused by tornadoes, hurricanes, wind or other acts of God, do not constitute a breach of warranty.

## Printing, Curing and Ink Defects

Ink contaminations, 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, do not constitute a breach of warranty. Product failure caused by ink over-saturation, 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; 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 which subsequently crack, peel, out-gas, or become damaged beneath the Product.



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## 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 vinyl film.

## Exclusive Remedies and Limitations of Liability

- To the maximum extent permitted by law, in no event will Avery Dennison or the ICS Qualified Processing Material Manufacturer(s) be liable for any claim made by the purchaser or any third party for personal injury, or any incidental, special, indirect or consequential loss or damage whatsoever arising from, out of or in connection with the Products, application of the Products and/or use of the Products.
- Reimbursement for Materials. If any warranties are implied by law that cannot be excluded (in addition to those that have been expressly described in these terms and conditions), then to the maximum extent permitted by law (and subject to the provision of timely written notification of the warranty claim and verification of the warranty claim by Avery Dennison), Avery Dennison's sole liability and responsibility, and the exclusive remedy therefore, shall be at Avery Dennison's option: (A) to issue a material credit towards future purchases for the full purchase price of all Avery Dennison defective Product used to produce the finished graphic; or (B) to replace all Avery Dennison defective Product consumed in the manufacture of the finished graphic.
- Notwithstanding that which has been outlined above but subject to the Australian Competition and Consumer Act 2010 (Cth) and the NZ Consumer Guarantees Act, Avery Dennison and the ICS Qualified Processing Material Manufacturer(s) will not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
  - (a) the purchaser failing to properly maintain or store any Products;
  - (b) the purchaser using the Products for any purpose other than that for which they were designed;
  - (c) the purchaser improperly applying or misusing the Product;
  - (d) the purchaser continuing to use and degrade the Products after any defect became apparent or should have become apparent to a reasonably prudent purchaser;
  - (e) the purchaser failing to follow any instructions or guidelines issued by Avery Dennison;
  - (f) fair wear and tear;
  - (g) glass breakage;
  - (h) any accident or premature failure caused by chemical, environmental or mechanical means; or
  - (i) an act of God.

## Indemnity

- The purchaser agrees to defend, indemnify and hold harmless Avery Dennison from and against any and all claims, damages, obligations, losses, liabilities, costs or debts and expenses arising directly or indirectly from its use of the Product or Products, including but not limited to the following:
  - (a) its improper use, application or choice of Product/s;
  - (b) its continued use and degradation of the Product/s after becoming aware of a defect or after a reasonably prudent purchaser would have become aware of the defect;
  - (c) any defect or damage to the Product/s caused by a failure to follow an instruction or guideline issued by Avery Dennison; or
  - (d) any other defect or damage to the Product/s that could reasonably be said to have resulted from the actions or omissions of the purchaser.



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## Definitions

- “Compound Curves” a surface that includes both, or either, concave or convex curves. It does not include surfaces with hard angles or corrugations that would require extensive stretching of the Product or finished graphic.
- “Corrugations” means corrugated or recessed areas that require stretching of the Product or finished graphic (for example, a false window recess on a commercial van).
- “Flat surfaces” means a two dimensional flat surface without protruding objects.
- “Horizontal Exposure” means the face of the finished graphic is 45° to 90° from vertical. Please consult the Avery Dennison Instructional Bulletin 1.30 Durability of Avery Dennison Graphics Films for full details.
- “Indoor Durability” means that the Product in a finished 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 in 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.
- “Long Term Removable Adhesive” means an Avery Dennison adhesive that can be removed with heat and/or chemicals within the warranted durability period and may leave thirty percent (30%) or less adhesive residue.
- “Marine Environment” means an environment where the oceans, seas, bays, estuaries, and other major water bodies, including their surface interface and interaction, with the atmosphere and with the land seaward of the mean high water mark. Products installed in Marine Environment are subject to a 40% reduction of their stated warranty period.
- “Marine Graphics” means finished graphics applied to water going vessels, both commercial and recreational, above the static waterline. All edges and seams (overlaps) must be sealed. The warranty does not extend to Product or finished graphic that may routinely be submerged in water.
- “Non-Vertical Exposure” means that the face of the finished graphic is greater than 10° from vertical and greater than 45° from horizontal. Please consult the Avery Dennison Instructional Bulletin 1.30 Durability of Avery Dennison Films for full details.
- “OEM” means labels and decorative graphics produced for original equipment manufacturers.
- “Removable Adhesive” means an Avery Dennison adhesive that can be removed without heat or chemicals within the period stated on the respective Product Data Sheet and may leave thirty percent (30%) or less adhesive residue.
- “Rivets” mean surfaces with protruding rivet heads. Slight “tenting” or film lifting around rivets does not constitute a breach of warranty.
- “Simple curves” means surfaces that include a third dimension which does not require stretching of the film (for example, a cylinder).
- “Vehicle Graphics” means finished graphics applied to recommended OEM finished surfaces on road and rail vehicles, both commercial and personal, including straight trucks and trailers, and passenger vehicles.
- “Vertical Exposure” means that the face of the finished graphic is  $\pm 10^\circ$  from vertical. Please consult the Avery Dennison Instructional Bulletin 1.30 Durability of Avery Dennison Films for full details.



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ALL STATEMENTS, TECHNICAL INFORMATION AND RECOMMENDATIONS ABOUT AVERY DENNISON PRODUCTS ARE BASED UPON TESTS BELIEVED TO BE RELIABLE BUT DO NOT CONSTITUTE A GUARANTEE OR WARRANTY. ALL AVERY DENNISON PRODUCTS ARE SOLD WITH THE UNDERSTANDING THAT PURCHASER HAS INDEPENDENTLY DETERMINED THE SUITABILITY OF SUCH PRODUCTS OR ITS PURPOSES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) AND THE NEW ZEALAND CONSUMER GUARANTEES ACT 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 PRODUCT DESCRIBED HEREIN. AVERY DENNISON 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 AUTHORIZED REPRESENTATIVE OF AVERY DENNISON.

TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) AND THE NEW ZEALAND CONSUMER GUARANTEES ACT IN NO EVENT SHALL AVERY DENNISON OR THE ICS QUALIFIED PROCESSING MATERIALS MANUFACTURER(S) 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 AVERY DENNISON AND THE ICS QUALIFIED PROCESSING MATERIALS MANUFACTURER(S) 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.

TO THE MAXIMUM EXTENT PERMITTED BY LAW (INCLUDING UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) AND THE NEW ZEALAND CONSUMER GUARANTEES ACT IN NO EVENT SHALL AVERY DENNISON BE LIABLE FOR ANY LIABILITY FOR ANY COMPENSATION, REIMBURSEMENT, CLAIMS OR DAMAGES OR ON ACCOUNT OF ANY EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS, MADE IN CONNECTION WITH ICS PERFORMANCE GUARANTEE ISSUANCE PURSUANT TO THE ICS PERFORMANCE GUARANTEE PROGRAM.

## Health, Safety and Environmental Standards

- User acknowledges and agrees that it is user's sole responsibility to provide services and dispose of unused products and liners in accordance with all applicable health, safety and environmental standards and requirements, and user covenants for Avery Dennison's benefit and for the benefit of Avery Dennison's agents, employees and controlling persons that it will comply with all such standards and requirements.

If any provision of this ICS Performance Guarantee shall be held to be invalid, illegal or unenforceable due to local rules, laws or regulations or other interpretations, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.