

Version#1(01/04)  
Approved by J.S.

### **MACTac Performance Graphics Warranty: For JT5000 Series Solvent Inkjet Media**

MACTac guarantees that the **IMAGin JT5000 Series digital imaging media, and LF3699 overlaminating film**, when utilized as recommended by MACTac will perform and provide indoor and “outdoor durability” (1) for the period stated in the corresponding product performance guide from the date of application under normal vertical exposure conditions provided that the film is properly stored and applied within one year of the original shipment date from MACTac. This warranty is contingent on the MACTac material being processed according to MACTac recommendations in our **Solvent Inkjet Printer Compatibility chart**, using only O.E.M. inks and associated processing materials (2) in accordance with MACTac and printer manufacturer recommended written processing instructions (3), and being applied to properly prepared surfaces and cleaned in accordance with recommended MACTac application procedures. MACTac must specifically approve, in writing, any other inks for production.

- 1) “Outdoor durability” for the purpose of this warranty is defined as no appreciable deterioration in the product when viewed from its intended viewing distance. Premature failure due to excessive cracking, crazing, blistering or loss of adhesion shall constitute a breach of warranty if it occurs during the warranty period.
- 2) Graphics manufactured using MACTac’s IMAGin<sup>®</sup> vinyl products are warranted to maintain acceptable appearance over their intended warranted life on vertical (90°) surfaces. Slight color fading, chalking, edge lifting, “tenting” around rivets or slight reduction in gloss level will not materially detract from appearance and does not constitute a breach of warranty.
- 3) Warranted MACTac Performance Graphics are predicated upon using the recommended media(s) with the recommended printing inks based on the printing process. The overall durability of the finished graphics will be dependent on the inks, media or overlaminates and will be based on the minimum durability of all processing materials.
- 4) In the event a breach of warranty occurs as defined above, MACTac’s sole liability is outlined below. Warranted life is based on use in central USA. Areas with greater weather extremes such as south Florida, southwestern USA, Mexico and other similar areas in the tropics or areas with high pollution levels cannot be expected to have the same durability.

#### ***Warranty Against Performance Failure***

- 1) During the warranty period set forth in the corresponding performance guide(s), in the event that the graphics manufactured using the warranted components or equipment referenced above fail to perform as warranted in this document, MACTac and/or its authorized distributor will replace or repair the MACTac material (or issue a credit for such components or equipment where, at MACTac’s sole discretion, replacement or repair is not reasonably possible). It is the graphic manufacturer’s responsibility to perform incoming raw material quality inspections, to assure proper application procedures are followed, retain converted samples and to immediately cease using and notify MACTac and/or its authorized distributor of any material deemed defective.



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- 2) All statements, technical information and recommendations about MACTac products are based upon tests believed to be reliable, but do not constitute a guarantee or warranty. All MACTac products are sold with the understanding that Purchaser has independently determined the suitability of such products for its purposes. It is expressly agreed and understood that MACTac's sole obligation and Purchaser's exclusive remedy under this warranty, or under any other warranty, express or implied or otherwise, shall be limited to repair or replacement of defective product under charge at MACTac's plant or at the location of product (at MACTac's election), or in the event of replacement or repairs is not commercially practical, to MACTac's issuing Purchaser a credit reasonable in light of the defect in the product

### ***Notification of Claim***

This Performance Graphics Warranty requires that MACTac and/or its authorized distributor be notified in writing of any claims within fourteen days of material failure. Claim notifications must include name and lot numbers for films and processing components, report of processing conditions and in-process test results, finished decal retain samples, installation date and location, name of graphic installer, and any other pertinent information requested by MACTac. MACTac reserves the right to inspect all reported claims. Failure to comply constitutes a waiver of all rights under this Performance Graphics Warranty.

### ***Application to Glass***

MACTac accepts no liability for 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.

### ***Printing and Application Recommendation***

- 1) A minimum of 24 hours dry time for all inks is required prior to lamination.
- 2) For Solvent inkjet printing IMAGin JT5000 Series
  - a. Refer to MAC1794 Solvent Inkjet Compatibility Chart
- 3) The warranty concerning the application is valid only when the proper MACTac Technical Assistance instructions and application guides have been followed.
  - a. TA2032 and TA2033 for surface preparations
  - b. TA2073 IMAGin JT5529P Application Guide
  - c. MAC1766 Decorative Graphics & Marking Films Application Guide
  - d. TA2040 "How to" Floor Graphics

### ***Substrate Requirements:***

- a. Clean - All surfaces must be cleaned with the last step being done immediately prior to application.
- b. Dry - Any moisture trapped beneath the graphics will cause premature graphics failure.
- c. Relatively non-porous – Porous materials will absorb moisture, which can cause premature graphics failure.
- d. Smooth – Textured surfaces are difficult to adhere to.
- e. Painted surfaces – Primers and topcoats must be securely adhered to the base substrate. Any signs of bubbling, lifting or peeling indicates poor adhesion of paint to substrate. This can be a cause for premature failure or eventual paint failure upon removal of the graphic

### ***Misuse and Force Majeure***

MACTac has no obligations under this warranty with respect to products that have been modified or damaged through misuse, abuse, accident, neglect or mishandling by Purchaser or Purchaser's customer. For example, unless specifically claimed in a



MACTac performance guide, graphics are not warranted against premature failure caused by chemical or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, solvents, improperly used high pressure washing equipment, engine fuel, spills, engine exhaust, steam, organic solvents or other spilled chemicals. Graphics applied to unsound surfaces or surfaces that subsequently crack, peel, outgas or become damaged beneath the graphic are not warranted for performance. Damage from fire, structural failure, lightening and other force majeure events is not covered.

***Unintended Use of Products***

MACTac products covered by this warranty are intended only for use by professional users and only for intended uses as described in the corresponding MACTac performance guides. Before using for any other application, user shall determine the suitability of the product for its intended use and user assumes all risk and liability in connection therewith.

- (1) Outdoor durability for the following extremely severe areas will be 50% of, or two year less than, (whichever is greater) the durability published in the appropriate product performance guide: AZ, NV, MN, UT, southwest TX, southern CA, Mexico, South America, Caribbean Isle
- (2) If the stated durability of an approved allied component (ink) differs from that of the MACTac material the finished graphics will be warranted for the period equal to the stated durability of least durable component.
- (3) Assuming vertical exposure, 50% of, or two years less than (which ever is greater) the durability published in the appropriate performance guide is non-vertical.
- (4) Blank box denotes components not yet tested on specified film, or inappropriate combination of films, ink and overlaminates.

***Compensation Scheme for IMAGin® JT5000 Series Solvent Inkjet Vinyl:***

<u>Product Identification</u>	<u>General Description</u>	<u>Warranty Period</u>	<u>Factor of proportional Compensation</u>
1) <b>JT5800 Series</b>	White Opaque Medium Term films a. JT5828R      e) JT5822R b. JT5828P      f) JT5822P c. JT5929R      g) JT5824P d. JT5929P	2 years	----
2) <b>JT5915P</b>	One-way vision film	2 years	----
3) <b>JT5328P</b>	3.5-mil Matte White High Performance	5 years*	1/30
4) <b>JT5700P Series</b>	3.1-mil Translucent Polymeric Film	5 - 7 years*	1/42
5) <b>JT5900P Series</b>	2.8-mil White & Clear Polymeric Film	7 years*	1/42
6) <b>JT5529P</b>	2.1-mil White Highly Conformable Film	10 years*	1/50
7) <b>LF3699</b>	2.0-mil clear cast Overlaminating Film	5-7 years*	1/42

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**(\*) = Films with Proportional Compensation**

First half of total compensation period covered 100%  
Second half of total compensation period subject to proportional compensation, calculated as follows:

$$N \times PP \times F \times Q$$

- N = number of months remaining in the period of proportional compensation
- PP = purchasing price of the material on invoice to customer
- F = factor of proportional compensation
- Q = quantities of defective material

NO EXPRESS WARRANTY AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO THE PRODUCTS DESCRIBED HEREIN. MACTAC SPECIFICALLY DISCLAIMS AND EXCLUDES 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 MACTAC. IN NO EVENT SHALL MACTAC 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. MACTAC'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 THE DAMAGES ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL THEORY.