

## **MACmark Marking Films - Product Warranty**

### **1. Product Warranty Coverage :**

- A. MACTac's warranty covers the product quality of our MACal 9800 Pro, 9800 Pro SL, 9700 Pro, 8900 Pro, 8300 Pro, 8400, 8000, MACsoft 900, MACal Glass Decor 700 series as well as our MACfleet 6500 and MAClite 5700.

MACmark marking films have been developed by MACTac on the basis of more than 20 years of market experience and the benefit of the 40 years of MACTac's expertise in pressure sensitive adhesive technology.

This warranty assures converters and end-users the proven performance of MACmark high quality marking films.

- B. MACTac's warranty covers product quality regarding:
- The delivery of the right product.
  - The delivery of the rightly labelled product.
  - The absence of visual or hidden defects in the pressure sensitive construction.
  - Correct roll dimensions.
- C. This warranty also applies to the function of the graphic on its substrate as specified herein and in the technical data sheet given to the buyer and subject to strict compliance with the instructions for the application and use of the material.  
The warranty time starts at the date of application of the graphic unless otherwise stated.
- D. As provided for herein, this warranty covers the risks of:
- Failure due to abnormal fading (colour bleaching) or discoloration,
  - Film cracking, crazing, blistering,
  - Film peeling,
  - Excessive dimensional changes (shrinkage).
- E. Graphics manufactured using MACTac's MACmark vinyl products are warranted to maintain acceptable appearance over their intended life on vertical ( $90^\circ \pm 5^\circ$ ) surfaces.  
As graphics age, they are subject to typical ageing phenomena including, but not limited to, UV radiation, pollution and variable temperature changes which will result in some loss of gloss, slight fading and a small amount of cracking and edge lifting at cut edges and around rivets. This is to be expected as normal consequences of weathering and are not warranted.  
Warranted life is based on use in central Europe. Areas with greater weather extremes such as south Europe, but also tropical, sub-tropical or desert region cannot be expected to have the same durability. This also applies to areas with high pollution levels and south facing exposure.

### **2. This Product Warranty is void in the event of any of the following :**

- A. All self-adhesive products used for the graphic decoration must be MACTac products. The warranty will be void if any combination with non-MACTac self-adhesive products is used.
- B. Product modification or damage, misuse, accident, negligence, mishandling, wrong application method or improper storing conditions after the delivery by MACTac.
- C. Improper "treatment" of graphics including, but not limited to, aggressive cleaning with solvents, abnormally high pressure or high temperature wash or mechanical cleaning which can expose the graphic to "too frequent" grinding movements or to chemicals which are incompatible with the pressure sensitive construction.

- D. Graphics applied on inappropriate substrates that appear to be fragile or break with time, delaminate or show discharge of gas.
- E. Failure attributed to product modification by top coating, printing or other processes that may affect the life of the films.

The buyer is responsible for determining the product suitability for the intended application.

### **3. MACmark marking films removability :**

- A. Removability warranty is only valid during the life of the product life and if MACTac's recommendations for the use of the product have been strictly followed.  
MACTac has to be notified of the problem within seven (7) days after the removability problem has been discovered.
- B. For normal application (onto new vehicles with original paint, glass, metallic surfaces, etc.), MACmark marking films can be removed by heating them to  $\pm 80^{\circ}\text{C}$ . The removability is considered as achieved when less than 30% of adhesive residue remains on the substrate.  
Removal can be assisted by the use of a chemical film remover.  
NB: The removability of MACal 8900 Pro is warranted for a period of 2 years at ambient temperature (15-40°C) and without needing the use of chemical products.
- C. The eventual adhesive residue can be removed with isopropyl alcohol or an "adhesive remover" product.
- D. Removability on some substrates (such as acrylic glass, polycarbonate, polystyrene, scratched and worn paints, nitro-cellulose paints, plasticized PVC's...) is not warranted.
- E. Removability of MACmark marking films is not warranted on varnishes or paints which have not been dried in an oven or which have insufficient anchorage to the substrate (ie: due to the presence of rust, chipped paint...).

### **4. Customer Responsibility in case of problem :**

- A. Customer must stop using suspect material immediately and report the problem within 30 days of discovery.
- B. MACTac must be supplied with a written claim which must include the following:
  - Product name(s),
  - Lot number(s) of product(s) involved,
  - Quantities concerned,
  - Processing dates and conditions,
  - Installation date and Installer(s) name,
  - Location of graphics,
  - Any other details requested by MACTac (e.g.: inks, varnishes, etc.).
- C. A decision will be made on the material under claim only if MACTac has received all the necessary information.

## **5. Responsibility and limits of responsibility :**

- A. Technical product information and recommendations issued by MACTac are based on test results that MACTac considers as reliable.  
MACTac warrants that MACmark products will perform according to the standards of performance described in our technical documentation.
- B. If any product appears to be defective or not to be performing against the properties and standards of performance announced, MACTac will compensate the buyer, according to the compensation scheme which is described under point 7, either by replacing the defective material by an equivalent quantity of replacement material, or by crediting the buyer.
- C. MACTac will assume responsibility for direct costs for replacement of the defective material: costs for removing the defective graphic, costs for production and application of the new graphic.  
The refunding of direct costs will be nevertheless limited to the compensation for the defective material.
- D. MACTac will not assume responsibility for indirect costs: lost production time, cost of non-MACTac material, loss of a customer, transportation costs...
- E. MACTac is not responsible for incidental or consequential damages, loss of profit or loss of income or business for the buyer or the buyer's customer, resulting from the use of its products.
- F. Glass as an application surface: MACTac accepts no liability for glass breakage as a result of the application of MACmark products.  
The ability of glass to absorb and dissipate heat without stresses resulting in breakage is very dependent on the glass structure, the sun exposure, the glass tint or other subsequent treatments.  
Application of vinyl films, especially very dark colours, can modify the glass' ability to cool that could result in breakage.
- G. Unintended Use Limitations: MACTac's warranty of MACmark products cover only those uses as described in MACTac Technical Data Sheet.  
Determination of suitability of use in any other application is solely the responsibility of buyer who assumes all risks and liability thereof.
- H. On unconverted product, this warranty is valid only if MACTac's original packaging and labelling is used. For converted material, MACTac lot numbers must be kept. The responsibility for slitting, punching or otherwise modifying, re-labelling or repackaging the material is the sole responsibility of the company performing those services.
- I. Warranty documents, certificates and subsequent claims are normally handled by a MACTac Distributor. There may be occasions when MACTac will be required to handle a claim on a direct basis and MACTac will assume responsibility only for certificated commitments endorsed by the MACTac Company.  
Compensation or warranty commitments made by other parties outside of the MACTac warranty document will be the sole responsibility of those other parties.

## **6. Miscellaneous :**

- A. This warranty replaces all previous documents on warranty issued by MACtac concerning the above mentioned materials for deliveries from January 2005 onwards.
- B. This document was made originally in French and final interpretation will be made according to the French version.
- C. This warranty is governed by Belgian law.
- D. It is expressly understood that MACtac's payment of any warranty claim may only be construed as a goodwill gesture, and not as an admission of any liability.

## **7. Compensation scheme :**

| <b>Product :</b>        |  | <b>warranty :</b>              | <b>General description :</b>                                       |
|-------------------------|--|--------------------------------|--|
| MACfleet 6500           | White and black<br>Other colours<br>Metallic | 10 years<br>8 years<br>6 years | High performance ultra conformable vinyl, permanent, opaque.       |
| MACal 9800 Pro & Pro SL | White and black<br>Other colours<br>Metallic | 8 years<br>7 years<br>5 years  | High performance polymeric vinyl, permanent, opaque.               |
| MACal 9700 Pro          | White and black<br>Colours                   | 7 years<br>5 years             | High performance polymeric vinyl, permanent, translucent.          |
| MAClite 5700            | White and black<br>Colours                   | 7 years<br>5 years             | Flexible reflective film (Engineering grade)                       |
| MACal Glass Decor 700   | All colours                                  | 5 years                        | High performance polymeric vinyl, permanent, for glass decoration. |
| MACal 8300 Pro          | White and black<br>Other colours             | 5 years<br>4 years             | Intermediate vinyl, permanent, opaque.                             |
| MACal 8900 Pro          | White and black<br>Other colours             | 4 years<br>3 years             | Intermediate vinyl, semi-permanent, opaque.                        |
| MACsoft 900             | All colours                                  | 3 years                        | PVC banner vinyl   |
| MACal 8400              | All colours                                  | 3 years                        | Transparent vinyl, permanents.                                     |
| MACal 8000              | All colours                                  | 3 months                       | Fluorescent vinyl, semi-permanent.                                 |

| <b>Total period of warranty (*) :</b> | <b>Full (**)<br/>Compensation period:</b> | <b>Proportional (***)<br/>compensation period :</b> | <b>Proportional (***)<br/>compensation factor :</b> |
|---------------------------------------|---|---|---|
| 10years (120 months)                  | 1 <sup>st</sup> – 60 <sup>th</sup> months | 61 <sup>st</sup> – 120 <sup>th</sup> months         | 1/60 per remaining month to cover                   |
| 8 years (96 months)                   | 1 <sup>st</sup> – 48 <sup>th</sup> months | 49 <sup>th</sup> – 96 <sup>th</sup> months          | 1/48 per remaining month to cover                   |
| 7 years (84 months)                   | 1 <sup>st</sup> – 42 <sup>nd</sup> months | 43 <sup>rd</sup> – 84 <sup>th</sup> months          | 1/42 per remaining month to cover                   |
| 6 years (72 months)                   | 1 <sup>st</sup> – 36 <sup>th</sup> months | 37 <sup>th</sup> – 72 <sup>nd</sup> months          | 1/36 per remaining month to cover                   |
| 5 years (60 months)                   | 1 <sup>st</sup> – 30 <sup>th</sup> months | 31 <sup>st</sup> – 60 <sup>th</sup> months          | 1/30 per remaining month to cover                   |
| 4 years (48 months)                   | 1 <sup>st</sup> – 24 <sup>th</sup> months | 25 <sup>th</sup> – 48 <sup>th</sup> months          | 1/24 per remaining month to cover                   |
| 3 years (36 months)                   | 1 <sup>st</sup> – 18 <sup>th</sup> months | 19 <sup>th</sup> – 36 <sup>th</sup> months          | 1/18 per remaining month to cover                   |
| 3 months                              | 1 <sup>st</sup> – 3 <sup>rd</sup> months  | -   | -   |

(\*) The warranty starts at the date of application.

(\*\*) During the first half of the period of warranty, MACTac will compensate the buyer for the total amount of defective material as follow :

$$C = (PP \times Q) + DC$$

(\*\*\*) During the second half of the period warranty, the credit will be calculated on a pro-rata basis. Calculation of the proportional compensation will be made as follow :

$$C = (PP \times Q \times N \times F) + DC$$

C = compensation  
 PP = purchasing price on invoice to customer  
 Q = quantities of defective material  
 N = number of months remaining in the period of proportional compensation.  
 F = factor of proportional compensation  
 DC = direct costs (maximum equivalent to the compensation for the vinyl)

**Example 1:**

Buying price for MACal 9889-00 Pro 100 (black):  
 Quantity of defective material: 10 sqm  
 Material failure after: 5 years (60 months) while warranted 8 years (96 months)  
 Direct cost claimed: 2 000

MACTac compensation for vinyl:  $100 \times 10 \times (96-60) \times 1/48 = 750$   
 MACTac intervention for direct costs: Limited to 750  
**Total refunding :**  $750 + 750 = 1\ 500$

**Example 2:**

Buying price for MACal 9758-00 Pro (red): 200  
 Quantity of defective material: 30 sqm  
 Material failure after: 2 years (24 months) while warranted 5 years (60 months)  
 Direct cost claimed: 2 000

MACTac compensation for vinyl:  $200 \times 30 = 6\ 000$   
 MACTac intervention for direct costs: 2 000

**Total refunding :**

**6 000 + 2 000 = 8 000**

# MACtac marking films : Certificate of Warranty n°

**Project :** .....  
 .....  
 .....

**1. End-user :**

Company name : ..... Person to contact : .....  
 Address : .....  
 Telephone : .....

**2. Converter :**

Company name : ..... Person to contact : .....  
 Address : .....  
 Telephone : .....  
 Converting date : .....  
 Application date : ..... Converter signature : .....

**3. MACtac Distributor :**

Company name : ..... Person to contact : .....  
 Address : .....  
 Telephone : .....  
 Delivery date : ..... Distributor signature : .....

| <b><i>To be fill up by the converter :</i></b> |                |              |                  | <b><i>To be fill up by MACtac</i></b> |
|--|----------------|--------------|------------------|---------------------------------------|
| Marking films used :                           | Buying price : | Lot number : | Quantity (sqm) : | Warranty period :                     |
| .....  | .....          | .....        | .....            | .....                                 |
| .....  | .....          | .....        | .....            | .....                                 |
| .....  | .....          | .....        | .....            | .....                                 |
| .....  | .....          | .....        | .....            | .....                                 |
| .....  | .....          | .....        | .....            | .....                                 |

MACtac certifies that MACmark marking films are produced by using the highest standards of quality of the pressure sensitive adhesive industry.  
 The warranty is subject to the terms and conditions of MACtac's Product Warranty January 2005 as attached hereto. The converter and the distributor agree to such conditions upon signing this certificate. The warranty shall become registered as soon as MACtac EUROPE S.A. receives a counterpart of this certificate as signed by the converter and the distributor.

Original sent to the converter the : .....  
 MACmark Product Manager MACtac Europe S.A. : .....