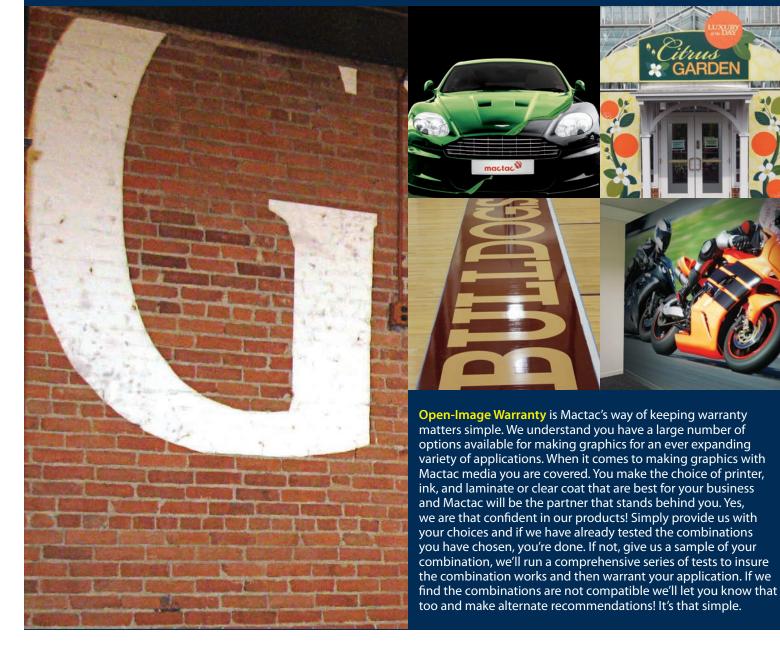






# **2019** Open-Image Warranty<sup>SM</sup>









Mactac's Open-Image Warranty<sup>SM</sup>... You chose the system; we provide the peace of mind. **What makes our warranty unique?** 

The **Open-Image Warranty** ties all general Mactac<sup>®</sup> warranties together in a single system to insure our customers are backed by the most flexible graphics warranty in the industry.

## Standard media warranties:

- 1) MACmark<sup>®</sup> cut vinyl films;
- 2) IMAGin<sup>®</sup> & REBEL<sup>®</sup> digital media;
- 3) PERMACOLOR Permaflex<sup>®</sup> relatively thick laminating films, and
- 4) REBEL screen printable media.

#### **Application specific warranties:**

- 1) Floor Graphics
- 2) Vehicle Wraps
- 3) Fleet Graphics

In addition Mactac partners with most major printer and ink manufactures to insure product compatibility. We run meticulous testing on various combinations in order to offer this guarantee of compatibility and durability.



Mactac guarantees that the Mactac graphic media, 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 and under normal vertical exposure conditions provided that the film is properly stored and applied. Application must take place 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 Product Performance Guides and Technical Bulletins. With use of approved printer, inks, clear coats or overlaminating films and associated processing materials (2) in accordance with Mactac and printer manufacturer recommended written processing instructions (3) and installation in accordance to the preparation and application instructions.

Mactac's warranty covers product quality regarding:

- a. Delivery of the correct product.
- b. Delivery of correctly identified product.
- c. The absence of visual or hidden defects in the pressuresensitive constructions.
- d. The absence of visual or hidden defects in the imagereceptive coatings.
- e. Correctly trimmed roll dimensions.

"Outdoor durability" for the purpose of this warranty is defined as no appreciable deterioration in the product when viewed from its intended viewing distance. This warranty also applies to the function of the media in its intended application as specified herein and as defined in the product Performance Guides which can be found on the Mactac website. Premature failure during the warranty period due to excessive cracking, crazing, blistering or loss of adhesion shall constitute a breach of warranty.

Warranted life is based on use in the central USA. Areas with greater weather extremes such as south Florida, the southwestern USA, Mexico and other similar regions in tropic, sub-tropic or high pollution areas cannot be expected to have the same durability. Therefore, durability in these regions will be 50% of, or two years less than, (whichever is greater) the durability published on the appropriate Performance Guides.

## 1) IMAGin<sup>®</sup> B•free<sup>®</sup> Vehicle Wrap Warranty (MAC2588)

Mactac guarantees that the IMAGin B-free Series of digital imaging media, and appropriate PERMACOLOR® overlaminating films, when utilized as recommended by Mactac (TA2501), will perform as intended, and provide indoor and "outdoor durability" for the period as stated in the corresponding Product Performance guide(s). Durability begins on the date of application and is based on normal vertical exposure conditions provided that the film is properly stored and applied within one year of the original shipment date from Mactac.

Mactac requires the registration of each vehicle wrap. In the unlikely event of a future claim a completed and signed inspection report must be on file with Mactac (TA2108).

Exclusive to B-free vehicle wrap films, for any approved claim, where material is deemed to be out of specification, Mactac's worry-free Guarantee allows for reimbursement, at Mactac's discretion, up to, but not to exceed, two times (2X)

the cost of the materials used to mark an individual automobile, bus, recreational vehicle, van or truck. The total amount of reimbursement will be limited to a maximum of 5% of the customer's annual purchases for the first 90 days after purchase.

#### 2) Floor Graphics Warranty (MAC2128)

Mactac warrants that specified components will function as a floor graphics system when Mactac's published instructions (TA2040) for processing, application on, maintenance of, and removal from recommended surfaces is followed. This system is designed to provide image stability from UV light, slip resistance, traction and durability for up to one year. All floor graphic markings are subject to wear and are not intended for permanent use. These are markings designed to be removed in one year or less.

### 3) Digital Media Warranty (MAC2112)

Mactac guarantees that the IMAGin<sup>®</sup> & REBEL<sup>®</sup> digital imaging media, and PERMACOLOR overlaminating films, when utilized as recommended by Mactac will provide indoor and outdoor durability. Durability is warranted for the period stated in the corresponding product performance guides and from the date of application under normal vertical exposure conditions. The film is warranted if properly stored and applied within one year of the original shipment date from Mactac.

## 4) MACmark<sup>®</sup> Warranty (MAC1742)

Mactac warrants product quality and function of graphics produced using MACmark brand marking films. The product is warranted when used in accordance with recommendation on the corresponding Product Performance guides. All MACmark brand products including high performance 6600, 6700, 6800, 9800Pro, 9700Pro, Glass Décor 600/700 and 5700 Reflective, intermediate 8300Pro, 8900Pro and all specialty films, masking and application tapes are covered.

#### 5) Screenprint Warranty (MAC2554)

Mactac guarantees that REBEL media, when screen printed as recommended by Mactac, will perform and provide indoor and outdoor durability. Durability is warranted for the period stated in the corresponding product performance guide and from the date of application under normal vertical exposure conditions. The film is warranted if properly stored and applied within one year of the original shipment date from Mactac.

# 6) PERMACOLOR Permaflex® Warranty (MAC1757)

Mactac's Permaflex warranty covers the product quality and performance, as stated in the corresponding Product Performance guides, of the Permaflex family of polycarbonate and vinyl overlaminating films. Products specifically covered include: IP6000, IP6200, PF6300, PF6400 and PF6600 series.

## 7) MACFleet Warranty (MAC2012)

The MACFleet Warranty is the Open-Image Warranty in its truest sense. This warranty is customized for the fleet graphics manufacturer to reflect their graphic processing. This warranty includes the function of the films and protection methods used to create the graphics and the special considerations surrounding large fleet applications including de-mark and remark requirements.

# How to get help with your Open-image Warranty questions...

- 1. Your Regional Sales Manager
- 2. Customer Service 1-800-321-8834
- 3. Technical Marketing

4. www.Mactac.com/graphics for: Product Performance Guides Technical Assistance bulletins ICC profiles Partnerships and warranties Distributor information Sales Literature Press Releases And what's new from Mactac!

Of course at Mactac "we never want you to have to invoke our warranty!" But just in case....

# **Notification of Claim**

This Open-Image Warranty<sup>SM</sup> requires that Mactac<sup>®</sup> and/or its authorized distributor be notified in writing of any claims within 14 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 Open-Image Warranty.

# Warranty against Performance Failure

In the event a breach of warranty occurs as defined above, Mactac's liability is outlined as follows:

- 1) If, failure occurs during the warranty period set forth in the corresponding Performance Guide(s). In the event that graphics manufactured using the warranted components, equipment and instructional bulletins as referenced above, fail to perform as warranted in this document and a pre-inspection report is on file. In either case Mactac's sole remedy and/or its authorized distributor and end user's exclusive remedy will be the replacement of the Mactac material used to mark each individual graphic (or issue a credit for such component(s) or equipment where, at Mactac's sole discretion, replacement or repair is not reasonably possible).
- 2) 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 use and notifies Mactac and/or its authorized distributor of any material deemed defective.

## **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, and 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, printers and installers, 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.

NO EXPRESS WARRANTY AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FINESS 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.



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