



# WARRANTY



## SKINTAC HX45000





## "HX45000 Specific Standard" WARRANTY

### **I FIELD OF APPLICATION OF THE WARRANTY:**

The HEXIS "HX45000 Specific Standard" Warranty applies to all self-adhesive films of the HX45000 range manufactured by HEXIS, which have been purchased by direct HEXIS customers. This will be effective once the batch number of the applied product has been registered on our website [www.hexis-graphics.com](http://www.hexis-graphics.com).

### **2 DEFINITIONS:**

2.1 **Product:** HEXIS product which has not been converted (cut, applied with a tape, laminated, etc.).

2.2 **Graphics:** HEXIS product which has been converted (cut, applied with a tape, laminated, etc.).

2.3 **Manufacturing defect:**

means:

- **Any visual defect** of the product or adhesive, making it unsuitable for the use for which it is intended as stated in the HEXIS Technical Data Sheet, visible from a conventional viewing distance from the graphics.
- **Any defect in workmanship or hidden defect**, making it unsuitable for the use for which it is intended as stated in the HEXIS Technical Data Sheet.

2.4 **Packaging defect:** concerns any defect in packaging of the roll, making the product unsuitable for its storage or its use.

2.5 **Customer:** means any HEXIS product purchaser, real or legal person.

Depending on the case, it could be:

- a retailer;
- a converter, real or legal person, converting the HEXIS product(s) by printing, cutting, laminating, making a graphics of it/them;
- an applicator, real or legal person who applies the product to a substrate;
- the end user, person who is responsible for carrying out or arranging the maintenance of the graphics, once applied.

### **3 SUBJECT OF THE WARRANTY:**

Subject to the conditions, limitations and exclusions set out in articles 4 and 5 hereafter, HEXIS guarantee their customers, as part of the "HX45000 Specific Standard" Warranty, the delivery of products:

- complying with the order and specifications contained in the HEXIS Technical Data Sheet;
- being free of manufacturing and packaging defects (equivalent to the "standard" warranty level);
- being compliant with the applications for which it is (they are) intended in the HEXIS Technical Data Sheet;
- featuring an "*acceptable behaviour and appearance*".

3.1 HEXIS guarantee the resistance of the HX45000 film over time, against yellowing and cracking, independent of the product's geographical area of use for a period of time of:

- 2 years (product applied horizontally to all means of transport);
- 3 years (product applied vertically to all nautical means of transport);
- 5 years (product applied vertically to all terrestrial means of transport).

## **4 WARRANTY LIMITATIONS:**

- 4.1 The HEXIS "HX45000 Specific Standard" Warranty is intended for direct HEXIS customers.
- 4.2 The HEXIS "HX45000 Specific Standard" Warranty applies to HEXIS products used for professional purposes, by trained personnel who remain the sole authority to determine the choice of product, according to its final use and the HEXIS Technical Data Sheet.
- 4.3 The HEXIS "HX45000 Specific Standard" Warranty is applicable, provided that the HX45000 film is used, converted and implemented, in accordance with the specifications and recommendations given by the HEXIS Technical Data Sheet.

## **5 WARRANTY EXCLUSIONS:**

- 5.1 Application of film by a private individual or professional who has not been trained to the HEXIS products excludes the benefit of this "HX45000 Specific Standard" Warranty.
- 5.2 The "HX45000 Specific Standard" Warranty is excluded in case of use which is not complying with the recommendations and specifications given by the HEXIS Technical Data Sheet:
  - 5.2.1 For any use not complying with the requirements of the HEXIS Technical Data Sheet, it is the sole responsibility of the customer to determine the suitability of the HEXIS product with the intended application, it is his/her duty to measure the risks and assess the constraints, by, if necessary, carrying out preliminary tests.
  - 5.2.2 HEXIS will under no circumstances be held liable for improper use other than that provided in the HEXIS Technical Data Sheet. Any complaints and any claims for compensation, in respect of the HEXIS product or in respect of possible damages that might have been caused to the substrate to which the HEXIS product has been applied or its recovery will not be admissible, in the event of non-conforming use.
  - 5.2.3 By no means, HEXIS cannot be held liable for any personal injuries or material damages that might be the direct or indirect consequence of a poor adaptation of the product or its use, which is not complying with the specifications and recommendations given by the HEXIS Technical Data Sheet.
  - 5.2.4 No claim will be taken into account regarding the manufacturing or packaging defects, apparent prior to product implementation, if the defective product has been used by the customer.
  - 5.2.5 Due to the great variability of converting tools and application methods, HEXIS do not guarantee the conditions for implementing their products.
  - 5.2.6 In the context of this "HX45000 Specific Standard" Warranty, HEXIS do not guarantee the following parameters:
    - Application failures and defects. Only the film installer is responsible for the appearance of the product once applied.
    - Cutting quality of their products using the cutting plotter (minimum size of the cuts, ease of weeding, ease of transfer, etc.);
    - Adhesion quality of their products. The adhesion values stated in the Technical Data Sheet are provided for information purposes only.

- Product durability. The durability values stated in the Technical Data Sheet are provided for information purposes only.
- Application or removal time of their products.

5.3 HEXIS reserve the right to refuse any warranty claim relevant to the HX45000 film for cracking or yellowing defects once the product has been:

- applied according to methods not explicitly recommended by HEXIS or to improperly prepared surfaces;
- inadequately converted;
- frequently exposed to a significant level of pollution (airborne particles, solvents, hydrocarbons, etc.) or to extreme climatic conditions (sand storm, hailstorm, etc.);
- cleaned too frequently using abrasive tools / equipment and additives / detergents of unknown origin.

## **6 ASSISTANCE REQUEST PROCEDURE:**

6.1 The customer is obliged to cease any use of the product that he/she considers being faulty or stop it as soon as he/she identifies the defect or is informed about it.

6.2 Any request for assistance must be made to HEXIS by the customer, in writing, within 8 working days from the date of defect ascertainment by the customer, or from the date he/she is aware of it. It must be necessarily accompanied by a representative product sample, featuring the detected fault, and by the assistance request form (EFU.FOR.01) duly filled in with the following information:

- Full name and address of the customer;
- Article reference of the HEXIS product <sup>(1)</sup> in question;
- Batch number of the HEXIS product <sup>(1)</sup>;
- Detailed explanation of the detected fault;
- Quantity (width and length) of the product;
- Date of purchase.

(1) Information written on the labels affixed to the cardboard packaging or inside the core.

6.3 The assistance request will only be taken into account by HEXIS provided that the customer has made a full payment of the delivered goods.

6.4 HEXIS reserve the right to reject the customer's request, if the inspection of the film or graphics, subject of the request for assistance, cannot be done.

6.5 For any product within the scope of this HEXIS "HX45000 Specific Standard" Warranty, that has been the subject of a written request for assistance sent to HEXIS within the deadlines and terms asserted above, and recognised as defective by HEXIS following examination of the dossier and samples provided, HEXIS will proceed as the case may be:

6.5.1 As to a proven defect concerning cracking or yellowing:

- during the first half of the warranty period (see warranty duration referred to in paragraph 3.1), with the refund of the defective product up to 300 %<sup>(2)</sup> of the purchase price of the material recognised as defective by HEXIS, if all conditions specified in paragraph 5.3 are met. The refund will be made in the form of a credit note to be used on a future order.

or

- during the second half of the warranty period (see warranty duration referred to in paragraph 3.1), with the refund of a minimum amount equivalent to the purchase price of

the material recognised as defective by HEXIS and a maximum amount defined by the formula below, if all conditions specified in paragraph 5.3 are met and within the warranty duration limit. The refund will be made in the form of a credit note to be used on a future order.

$$\text{Maximum refund} = \text{Purchase price} + \frac{300 \%^{(2)} \text{ of the Purchase price} \times \text{Remaining warranty duration (in months)}}{\text{Total warranty duration (in months)}}$$

(2) The refund amount will be proportional to the occurred cracking or yellowing defect.

6.5.2 For any proven manufacturing defect of the product other than yellowing and cracking:

6.5.3 Please refer to the general terms and conditions of sale.

6.6 No return of any product will be accepted without prior written consent of HEXIS.

6.7 In the case of replacement of a product recognised as defective by HEXIS during the guaranteed durability period, the replaced product will be credited with a period of coverage equivalent to the period of time remaining for the original product.

## 7 **NOTES:**

- 7.1 *This document replaces any other explicit or tacit warranty or any other document outlining the product quality, or the suitability of the product for a given application.*
- 7.2 *The HEXIS transformers or retailers have to pass on this warranty to their own customers (end users). Any additional or different warranty that the transformer or retailer provides to his/her own customer will be the sole responsibility of the aforementioned transformer or retailer, and will not imply any liability of HEXIS.*
- 7.3 *It is the user's responsibility to take all necessary measures for processing unused films or waste (among others the liner) in accordance with the healthy, environmental and safety standards in effect.*
- 7.4 *Due to the great variety of substrates and the growing number of new applications, the installer must check the suitability of the media for each application.*
- 7.5 *HEXIS reserve the right to refuse any warranty claim relevant to the HX45000 film for cracking or yellowing defects once the product has been applied according to methods not explicitly recommended by HEXIS or to improperly prepared surfaces, once the product has been inadequately converted, frequently exposed to a significant level of pollution (airborne particles, solvents, hydrocarbons, etc.), exposed to extreme climatic conditions (sand storm, hailstorm, etc.), cleaned too frequently using abrasive tools / equipment and additives / detergents of unknown origin.*
- 7.6 *All the technical information published by HEXIS is based on measurements regularly performed in the laboratory. It does not, however, constitute a binding guarantee.*