

LIMITED 5 YEAR WARRANTY FOR TUFFSIGN PANELS (The Supplier)

Flash Graphics. Warrants customers that all aluminium panels shall be free from workmanship and/or material defects for the period specified below, subject to the conditions of this warranty.

FLASH GRAPHICS LIABILITY UNDER THIS 5 YEAR WARRANTY, FROM THE DATE OF SALE, SHALL BE LIMITED TO THE REPLACEMENT OF THE NON-CONFORMING PRODUCTS, AS DETERMINED BY FLASH GRAPHICS AT ITS SOLE DISCRETION AND DOES NOT INCLUDE REMOVAL OR INSTALLATION COSTS OF ANY KIND.

TERMS AND CONDITIONS

This warranty covers only those workmanship and material defects as specified herein and does not include defects or damages attributable to improper handling, installation, and/or application of the product, use or maintenance, normal weathering, exposure to highly corrosive environments, defects caused by accident, fire, flood, acts of god, or occurrences beyond the control of FLASH GRAPHICS. The original warranty period shall not be extended by repair or replacement.

1. Within 5 years of sale, decorated panels will not fade in colour more than an average of six (6) units difference as set forth in ASTM D2244 Section 6.3 as of the application date and in such a way as to significantly adversely affect the appearance of the surface to which the product has been applied and result in damage to the surface.

2. Within 5 years of sales the coated surface will exhibit minimum gloss retention of 30% from the original as measured in accordance with ASTM D523 using 60 degree reading. In addition, coating shall not chalk in excess of standard number 8 as illustrated in the ASTM D64214 test method A.

3. The coatings on TUFFSIGN panels will not peel, chip, crack or blister under normal environmental exposures. Bending of the panels is not allowed and is not covered by this warranty

4. Flash Graphics agrees to replace any TUFFSIGN Aluminium Panels which are deemed defective as per point 1, 2 and 3 within the duration of the warranty. TUFFSIGN Aluminium Panels are warranted for 5 years of outdoor use worldwide.

Not following these procedures will void the warranty

END USER RESPONSIBILITY

Maintenance and cleaning must be documented in accordance to the manufacturer of the coated products instructions. A systematic maintenance program must be maintained to clean the surface periodically so as to prevent accumulation of concentrated salt deposits (coastal areas) and foreign debris.

CLAIMS

Any claim for defect under this warranty must be submitted to Flash Graphics in writing within 30 days after the discovery. Flash Graphics must be given the opportunity to inspect the panel if installed at job site to determine the cause of failure.

GENERAL PROVISIONS

Except as expressly provided in this warranty, FLASH GRAPHICS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY; NO WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND NO WARRANTY FOR NONINFRINGEMENT. FLASH GRAPHICS IS NOT RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OR INJURY TO PERSONS OR PROPERTY. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. FLASH GRAPHICS SHALL NOT BE LIABLE TO DISTRIBUTOR'S CUSTOMERS OR END USERS FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES. FLASH GRAPHICS SHALL NOT BE LIABLE TO DISTRIBUTOR FOR ANY CLAIMS BY DISTRIBUTOR'S CUSTOMERS OR END USERS OR ANY CLAIMS ARISING OUT OF CLAIMS BY DISTRIBUTOR'S CUSTOMERS OR END USERS FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES.

LIMITATION OF LIABILITY

Except as expressly provided to the contrary herein all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise in relation to the TUFFSIGN Panels are excluded to the maximum extent permitted by law.

To the extent that any provision of legislation of the Commonwealth or any State or Territory may imply warranties or impose obligations on Flash Graphics which cannot be excluded, the Supplier's liability will be limited to one or more of the following as determined by Flash Graphics.

- the replacement of the goods or the supply of equivalent goods.
- the repair of the goods
- the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- the payment of the cost of having the goods repaired

The Supplier's total liability in all circumstances is limited to the amount paid or payable by the Customer for the relevant goods.

