



# WARRANTY

STANDARD HEXIS



## **"Standard" WARRANTY**

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

The HEXIS "Standard" Warranty applies to all HEXIS products (excluding accessories and displays) purchased by direct HEXIS customers.

### **2 DEFINITIONS:**

2.1 **Product:** HEXIS product which has not been converted (printed, laminated, cut, etc.).

2.2 **Graphics:** HEXIS product which has been converted (printed, laminated, cut, 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 "Standard" Warranty, the delivery of products:

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

### **4 WARRANTY LIMITATIONS:**

4.1 The HEXIS "Standard" Warranty is intended for direct HEXIS customers.

4.2 The HEXIS "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 recommendations and specifications given by the HEXIS Technical Data Sheets and Application Guides.

4.3 The HEXIS "Standard" Warranty is applicable, provided that the HEXIS products are used, converted and implemented, in accordance with the specifications and recommendations given by the HEXIS Technical Data Sheets and Application Guides.

## **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 warranty.

5.2 The "Standard" Warranty is excluded in case of use of a HEXIS product, which is not complying with the recommendations and specifications given by the HEXIS Technical Data Sheets and Application Guides.

5.2.1 For any use not complying with the aforementioned prescriptions, 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 Sheets and Application Guides. 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 Sheets or Application Guides.

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 "Standard" Warranty, HEXIS do not guarantee the following parameters:

- Quality of the printing outcomes of their products (density, colour accuracy, detail rendering, etc.);
- 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 Sheets are provided for information purposes only.
- Product durability. The durability values stated in the Technical Data Sheets are provided for information purposes only.
- Application or removal time of their products.

## **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 "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:

- with a refund, in the form of a credit note to be used on a future order, for a total equivalent to that of the price of the material recognised as defective by HEXIS;

or

- with replacement of the material recognised as defective by HEXIS (quantity and reference identical to the one recognised as defective).

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 warranty period 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 converters 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 *All the technical information published by HEXIS is based on measurements regularly performed in the laboratory. It does not, however, constitute a binding guarantee.*