

# Seemee IV Backlight Warranty Statement and Handling Instructions

MMTB Pty Ltd (MMT Print) warrants to you, the Customer/Purchaser of a digital image produced on MMT Print tested and approved material SeemeeIV, that the face is free of defects in material and workmanship. As received from MMT Print, the printed image is designed for exposure to normal elements. MMT will warrant UV Backtlit prints produced on Corporate Grade Seemee IV 650gsm substrate and coated with a 60 micron-clear protective coating as per the Zone Chart. The warranty guarantees the print will resist fading and remain fit for purpose observed at street-level viewing distance as per the Zone Chart, from the date of manufacture by MMT, subject to normal handling, provided Customer/Purchaser strictly adheres to, comports and complies with the following instructions herewith:

Appearance of streaking, staining or other blemishes caused by the accumulation of dirt, bird droppings, water run-off or discolouration due to the accumulation of airborne particles are not covered under this warranty.

**General Handling** – <u>Avoid folding, re-folding or creasing the face – this will void the warranty</u>, unless authorised by MMT Print personnel using proper techniques required for transport have performed folding at a MMT Print approved production facility. Handlers / installers should avoid creasing faces, as well as avoid imaged surface-to-imaged surface contact which results in "blocking", or the loss of image from one or both surfaces. Each of the aforementioned occurrences will void the warranty. If the flexible-face is creased during handling, it is recommended that a two step process be utilized to remove the crease: 1) install the face with normal tension, and 2) return the next day to the installation site and re-tension the face once the vinyl has been heated by sunlight.

**Third Party Warranty** – If MMT Print designates a third party to work on a digital image then MMT Print will pass on the third-party warranty to the customer. No additional warranty will be provided on the third party workscope by MMT Print under any circumstances.

Mounting and Removal – <u>When positioning</u>, <u>mounting and applying tension to the digital</u> <u>image</u>, and when removing the digital image, avoid contact with any sharp or abrasive <u>objects or substances</u>.

**Clear Protective Coating** - MMT Print Seemee IV warrantied material receives a clear coating applied over the image vinyl. This clear coating protects the imaged vinyl from some, but not all, brands of spray paint, markers and ballpoint pens. This clear coating also protects the imaged vinyl from some, but not all, damage due to abrasion. Removal of spray paint graffiti will not be successful if the clear coating on the imaged vinyl is already damaged by cracking, abrasion, or other physical harm. MMT Print does not warrant the clear coating will protect the imaged vinyl under all environments and conditions.



**Cleaning –** The painted image can be washed to remove accumulated dust and dirt. Clean using a mild soap solution applied with a soft cloth or sponge. <u>Use of harsh detergents, solvents,</u> <u>abrasive cleaning compounds and/or tools will degrade the quality of the painted image.</u> <u>Damage to MMT outdoor face(s) caused by water run off, dirt, rust, bird droppings or any other</u> <u>air- borne particles are not covered by this warranty. MMT outdoor faces should be cleaned</u> <u>every six (6) months to avoid such occurrences, and to keep the warranty in place.</u>

Storage – Proper storage methods will protect the durability of the flexible-face. Observe the following procedures:

- Store the face in a clean and dry condition.
- Roll the flexible-face with image facing the core, as it was received from MMT Print.
- Carefully roll the image in a smooth fashion, free of wrinkles. The flexible-face will be easier to mount and will have a better appearance.
- Never store the flexible-face with the painted image in contact with itself or another painted surface.
- Do not store at temperatures above 44 degrees Celsius.

### **General Terms and Conditions**

This warranty shall be suspended in the event of an act, omission or circumstance occasioned by force majeure (as such term is hereinafter defined). MMT Print shall be absolved from liability for any act, omission or circumstance occasioned by force majeure. As used herein, the term "force majeure" shall mean any cause whatsoever not within the control of the other party affected thereby and which such party could not, be reasonable diligence have avoided and shall include but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, war, blockades, fires, explosions, breakage or accidents to machinery or equipment, political unrest, riots, insurrections, actions or decrees of governmental bodies, earthquakes, typhoons, hurricanes and floods, other natural disaster and/or other matters not the fault of the affected party. Settlement of strikes, lockouts and labour disputes or disturbances shall be entirely within the discretion of the party having the difficult and the said party shall not be required to settle such strikes, lockouts and labour disputes or disturbances by acceding the other demands of opposing parties when such course is inadvisable in the discretion of the party having the difficulty. The party who has been so affected immediately shall give notice to the other party. Upon receipt of such notice, all MMT Print obligations and the warranty shall be immediately suspended.

Upon receipt of each shipment of face(s), Customer / Purchaser can disapprove same only by written notice to MMT Print within five (5) days after delivery and only with respect to obvious defects and substantial variations from Customer / Purchaser's approved colour match and any subsequently approved MMT Print pre-production proof. If Customer / Purchaser disapproves any vinyl face(s), MMT Print can either replace the defective material(s) at no additional charge without inspection or, inspect the allegedly defective material(s). If upon inspection MMT Print determines that the material contain obvious defects or substantial variations from the Customer / Purchaser's approved colour match any subsequently approved MMT Print pre-production proof, then MMT Print will replace the defective or non-



conforming material(s) at no additional cost. If MMT Print determines that the material(s) are not defective, any replacement will be at Customer / Purchaser's sole cost and expense.

In the event of a failed face, described as: excessively faded, MMT Print will provide at its cost, a replacement face from the previously approved digital image file, plus reasonable shipping expense from MMT Print's imaging facility point of destination. The replacement face will be warranted for the balance of the remaining warranty period of the original face. MMT Print shall have no liability for any direct or consequential expenses or losses. MMT Print is not responsible for the expenses associated with the removal of the failed face, or any associated costs with the installation of the replacement face(s). In order for the MMT Print warranty to be honoured, the failed material must be returned to MMT Print's Production Department in Brisbane, Australia.

## MMT warranty is voided under the following conditions:

- Standard or non-standard outdoor or on-premise application or attachment of the flexible-face vinyl on non-standard, unconventional (not rectangular-shaped) structures.
- Folding of flexible-face material for installation on outdoor structure, wall or display location. In the event it becomes necessary to fold a face due to shipping or on-site limitations, interleave painted portions of the face with polyethylene sheeting or silicone treated paper to preserve the painted image from "blocking" (losing paint.)
- Block-out paint or hand-painting over MMT Print's original digital image for any reason.
- Additional coatings or chemicals applied to the painted image surface.
- Improper storage of face or exposure to extreme weather conditions (temperatures in excess of 44 degrees Celesius, while not in its intended display location.
- Display of the face at angles other than 90 degrees to the ground.
- Unrolling, positioning, and tensioning the outdoor face by installation personnel that places the paint- ed image on the outdoor face in contact with sharp or abrasive structural elements or tools.
- Wind damage that results from improper installation, including, but not limited to: failure to securely attach <u>all</u> grommets, if supplied; "cutting" the face in any manner that reduces its mechanical integrity.
- Two painted surfaces of the MMT Print imaged face(s) should not be left in contact with each other. When handling the face, keep it spread out flat, or rolled smoothly on its shipping "core" tube.
- Application of self-adhesive snipes not produced by MMT Print for interaction with MMT Print flexible-face images.
- Customer/purchaser or installer attempting to repair a tear, rip, puncture or any other compromise in the mechanical integrity of the flexible-face without using MMT Print approved repair techniques and instruction.
- Failure to return the damaged or failed MMT Print face to MMT Print's Brisbane facility.

# Claims – CLAIMS FOR THE BREACH OF THE FOREGOING WARRANTY CAN BE ASSERTED BY CUSTOMER/PURCHASER ONLY AND NOT BY ANY FORESEEABLE USERS AND UNFORESEEABLE USERS



OF THE MMT PRINT FLEXIBLE-FACE, OR ANY OTHER THIRD PARTY. NO OTHER COVENANTS, REPRESENTATIONS OR WARRANTIES TO CUSTOMER/PURCHASER OR ITS ADVERTISER OR VENDEES AS TO THE QUALITY OR DURABILITY OF THE FLEXIBLE-FACE IS EXPRESSED OR IMPLIED AND ALL SUCH WARRANTIES ARE SPECIFICALLY EXCLUDED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. MMT PRINT'S LIABILITY, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE FLEXIBLE-FACE(S) UNDER ANY LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE REPLACEMENT THEREOF. MMT PRINT WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM THE USE, SALE OR DISTRIBUTION OF THE FLEXIBLE-FACE(S), WHETHER UNDER ANY THEORY OF WARRANTY,TORT, OR PRODUCTS LIABILITY (EVEN IF MMT PRINT IS NOTIFIED OF THE POSSIBILITIES OF SUCH DAMAGES.)



### **ZONE CHART**

Zone 1	Zone 2	
Adelaide, Albany, Brisbane, Canberra,	Alice Springs, Broken Hill, Broome, Cairns,	
Coffs Harbour, Esperance, Melbourne,	Camarvon, Ceduna, Cook, Darwin, Dubbo,	
Perth, Sydney, Tasmania, New Zealand.	Geraldton, Kalgoorlie, Mackay, Mount Isa, Newman, Port Augusta, Port Hedland,	
Five (5) years.	Townsville.	
	All areas 100km North of line between Perth & Brisbane.	
	All locations (mentioned in zones 1 & 2) when installed above altitudes of 1000metres.	
	Five (5) years.	

WARRANTY			
	Zone 1		Zone 2
1 <sup>st</sup> Year	100%	1 <sup>st</sup> Year	100%
2 <sup>nd</sup> Year	75%	2 <sup>nd</sup> Year	75%
3 <sup>rd</sup> Year	50%	3 <sup>rd</sup> Year	50%
4 <sup>th</sup> Year	25%	4 <sup>th</sup> Year	25%
5 <sup>th</sup> Year	10%	5 <sup>th</sup> Year	10%