

# HP Large Format Printing Materials



## HP Adhesive Vinyl Warranty Statement



BMG warrants to you, the end-user customer, that HP Adhesive Vinyl is free from defects in materials and workmanship under normal use during the Limited Warranty Period. Warranty expected performance life are based on the stated expected unprinted durability on each respective individual product data sheet and applied to flat, standard vertical substrates in a non-abusive environment. Expected performance life is not a warranted period of time. The exterior durability will be reduced by up to 50% in regions of extreme heat and UV exposure (South Florida, AZ, NV, NM, UT, Southwest TX, Southern CA, Mexico, South America, Zone 3 of Australia, Caribbean and other similar areas in the tropic, subtropics, elevations above 3000 ft, or areas with high pollution levels, cannot be expected to have the same durability). Graphics applied to hoods, trunks or other horizontal surfaces which are subject to extreme heat are not warranted and will have a reduction in durability.

### **HP Optimal Gloss Air GRP with HP Gloss or Matte Polymeric Overlaminates:**

Warranty covers the expected performance life of the base and overlaminating film when used together for applications as listed on the data sheet. Warranty covers film outdoor durability including: cracking, blistering, hazing or peeling of the media in vertical exposure applications, and loss of adhesion due to a manufacturing defect. This repositionable solution is removable for up to two years, when using generally accepted vehicle graphic removal techniques. Adhesive residue of up to 20% does not constitute product failure on flat and simple curves without rivets. BMG does not assume liability for adhesive residue. BMG will not assume liability for paint or clear coat failure due to faulty application, or environmental damage. If adhesive promoters are used approximately 50% or more, adhesive transfer may occur during removal. In addition, slight tenting may occur.

### **Unintended Use of Products:**

HP adhesive vinyls covered by this warranty are intended only for use by professional users and only for the intended uses as described in the product data sheets. Before using for other applications, the user shall determine the suitability of the product for its intended use, and user assumes all risk and liability in connection there within.

TO THE EXTENT ALLOWED BY LOCAL LAW, THE ABOVE LIMITED WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY OR CONDITION, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED AND BMG SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ALLOWED BY LOCAL LAW, IN NO EVENT WILL BMG OR ITS



SUPPLIERS BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT OR DATA), OR OTHER DAMAGE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT ALLOWED BY LOCAL LAW, THE REMEDIES IN THIS LIMITED WARRANTY STATEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. THE WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY ANY MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU. THIS LIMITED WARRANTY IS PROVIDED BY BMG, AND HP INC. IS NOT RESPONSIBLE FOR SUCH LIMITED WARRANTY OR ITS IMPLEMENTATION.

#### **LIMITATION OF LIABILITY**

- (a) SHOULD THE REMEDY OF REPLACEMENT OF MATERIAL BE FOUND TO BE INADEQUATE, OR TO HAVE FAILED OF ITS ESSENTIAL PURPOSE FOR ANY REASON WHATSOEVER, BMG'S LIABILITY, WHETHER FOUND IN CONTRACT, TORT, STATUTE OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY AND STRICT LIABILITY), ARISING OUT OF OR RELATED TO THE GOOD(S), SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOOD(S) WITH RESPECT TO WHICH LOSS OR DAMAGE IS CLAIMED. BUYER THEREFORE AGREES THAT A REFUND OF PURCHASE PRICE OR REPLACEMENT OF GOODS SHALL BE A FAIR AND ADEQUATE REMEDY.
- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THE SALE OF THE GOODS OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE GOODS FOR ANY PURPOSE WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR OTHERWISE.
- (c) NOTIFICATION OF CLAIM: THIS WARRANTY REQUIRES THAT BMG BE NOTIFIED IN WRITING OF ANY CLAIMS WITHIN 5 DAYS OF MATERIAL FAILURE. CLAIM NOTIFICATION MUST INCLUDE NAME AND LOT NUMBERS OF PRODUCT(S) USED, REPORT OF PROCESSING CONDITIONS, REPRESENTATIVE SAMPLES, INSTALLATION DATE AND LOCATION, NAME OF INSTALLER AND ANY OTHER PERTINENT INFORMATION THAT WILL HELP BMG RESOLVE THE CLAIM. BMG RESERVES THE RIGHT TO INSPECT ALL REPORTED CLAIMS. FAILURE TO COMPLY CONSTITUTES A WAIVER OF ALL RIGHTS UNDER THIS WARRANTY.
- (d) THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE

#### **Misuse and Force Majeure Statement:**

BMG has no obligations under this warranty with respect to products that have been modified or damaged through misuse, abuse, accident, neglect, normal wear and tear, or mishandling by Purchaser or Purchaser's customer. Customer must ensure that proper care is made with respect to storage and use of the films<sup>1</sup>, and that proper print profiles are used for the print warranty to be valid. 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 could crack (glass<sup>2</sup>), peel, outgas or become damaged beneath the graphic are not warranted for performance. Damage from fire, structural failure, and lightning and other force Majeure events are not covered.

- 1 Refer to product data sheet
- 2 Glass surfaces covered with an adhesive vinyl will absorb heat when exposed to UV. Heat absorption can create thermal stress that may result in glass breakage, or thermal cracking.

#### **CONTACT BMG:**

 888-893-4668 (U.S.)

