

Performance Warranty – C50 Ultimate + C30 Ultimate series

1. Annexes, interpretation, definitions

The annexes constitute an integral and substantial part of the Performance Warranty.

In addition to the terms and definitions indicated in other parts of this Performance Warranty, the terms and definitions listed below, indicated with initial capital letter, shall have the meaning specified in this paragraph (it is understood that words in their singular form shall include the plural form and vice versa).

- **“Adverse Conditions”**: means the use of a Product in areas with peculiar environmental conditions that affect the Outdoor Durability, included -but not limited to- extreme temperatures, significant heat variations, high humidity, marine environments, industrially polluted areas and/or other areas with air laden particulate matter, high altitudes and/or in any case subject to strong UV radiation.
- **“Force Majeure Event”** unforeseeable and exceptional event, independent from the will and beyond the reasonable control of the party invoking it, such as, by way of example but not limited to, acts of terrorism, riots and civil unrest, wars, fires, tornadoes, hurricanes, storms, floods, earthquakes and any other Acts of God, epidemics and pandemics, supply chain disruptions and raw material shortages.
- **“Horizontal Exposure”** means the face of the finished graphic is 45° to 90° from vertical. Please see Annex 1 for full details.
- **“Outdoor Durability”** means that the Product used in a finished graphic situated outdoors, and applied to recommended surfaces, will not deteriorate excessively such as, film discoloration, cracking, crazing, blistering, gloss changes, excessive dimensional change, so that the finished graphic is ineffective when viewed under normal conditions from the intended viewing distance. Outdoor Durability is based on normal middle European outdoor exposure conditions (Zone 1) and application to recommended surfaces. Please see Annex 1 for full details.
- **“Performance Warranty”**: means this performance and durability commercial warranty of the Products, subject to the terms and limitations set out herein.
- **“Products”**: means the products included in Fedrigoni’s C50 series and C30 series made by Fedrigoni.
- **“Fedrigoni”**: means Ritrama S.p.a. and its affiliates, a company organized and existing under the laws of Italy, with registered office at 24 Via Senatore Simonetta, Caponago (MB), Italy, Fiscal code and VAT number 01676140153 and part of the Fedrigoni Group.
- **“Technical Data Sheet”**: means any type of technical, functional or quality specifications relating to the Products including, without limitation, drawings, models, samples, prototypes, films, photographs and renderings from time to time communicated in writing by Fedrigoni to the user and/or distributor
- **“Fedrigoni GTCS”**: Fedrigoni’s general terms and conditions of sale, available on the website: https://selfadhesives.fedrigoni.com/wp-content/uploads/2022/01/FEDRIGONI_SELFADHESIVES_SALES_CONDITIONS.pdf
- **“Vertical Exposure”** means that the face of the finished graphic is 10° from vertical. Please see Annex 1 for full details.

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2. Subject and Performance Warranty coverage

- 2.1.** Fedrigoni warrants that the Products comply with the technical specifications and are free from manufacturing defects, upon the terms and conditions provided for in Fedrigoni GTCS. Those provisions absorb and replace the guarantees and responsibilities provided for by law in this sense and excludes any other liability of Fedrigoni, except for the cases of wilful misconduct or gross negligence.
- 2.2.** This Performance Warranty is a commercial guarantee, in addition to the product warranty indicated in paragraph 2.1 and as provided for in Fedrigoni GTCS.
The Performance Warranty only applies to the following defects:
- failure due to abnormal fading (colour bleaching) or discoloration.
 - film cracking, crazing, blistering.
 - film peeling.
 - excessive dimensional changes (shrinkage).
 - failure in removability (as provided for in paragraph 3).
- 2.3.** It is understood that the durability and/or performance of a Product will depend on a variety of factors, including selection and preparation of the substrate, angle and direction of exposure, application methods, environmental conditions and cleaning and maintenance of the Product.
- 2.4.** The Outdoor Durability is based on normal middle European outdoor exposure conditions and application to recommended surfaces within in outdoor conditions and in Vertical Exposure. It is understood that in case of use of the Products in areas with Adverse Conditions the Outdoor Durability and the Performance Warranty period will be decreased accordingly, as provided for in Annex 1.
- 2.5.** Horizontal Exposures is also covered by this warranty.

3. Removability

- 3.1.** The Performance Warranty only applies to defects related with failures in removability if the relevant Product is used in compliance with the provisions of paragraph 4.1 of this Performance Warranty.
- 3.2.** For normal application (onto new vehicles with original paint, glass, metallic surfaces, etc.), the Product can be removed by heating them to $\pm 80^{\circ}\text{C}$. The removability is considered as achieved when less than 30% of adhesive residue remains on the substrate. Removal can be assisted using a chemical film remover and the eventual adhesive residue can be removed with isopropyl alcohol.
- 3.3.** Removability is not warranted on:
- certain substrates (such as acrylic glass, polycarbonate, polystyrene, scratched and worn paints, nitro-cellulose paints, plasticized PVC's...)
 - varnishes or paints which have not been dried in an oven or which have insufficient anchorage to the substrate (such as in presence of rust, chipped paint...).

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4. Performance Warranty Limitations

- 4.1.** The Product must be properly stored and applied within the shelf-life as stated in the applicable Fedrigoni Technical Data Sheet. It is the converters/user's responsibility to demonstrate the Product is used within the Product shelf-life by recording lot/reference numbers and installation date. All the Products supplied must be properly stored and applied in accordance with Fedrigoni's instructions.
- 4.2.** The Performance Warranty only applies to Products that are used and/or processed in compliance with Fedrigoni Technical Data Sheet, instructional bulletins and this Performance Warranty. The user is the sole responsible for determining the suitability of the Product, and for any and all risk or liability associated with that use or application, and the user agrees to indemnify, defend and hold harmless Fedrigoni for any claims, losses, damages, judgments, expenses and/or expenses, including attorney's fees, resulting from such use or application.
- 4.3.** The Performance Warranty is expressly conditioned on the Product being processed by professional converters, following regular and accepted procedures, using the Products in compliance with Fedrigoni recommended written processing instructions, and being applied to properly prepared surfaces and cleaned and maintained in accordance with Fedrigoni procedures. It is the converters responsibility to promptly perform incoming raw material quality inspections; to assure proper surface preparation and that approved application procedures are followed; to retain converted samples; and to immediately cease using and notify Fedrigoni and/or its authorized agent or distributor of any Product discovered to be defective.
- 4.4.** Fedrigoni has no obligations or liability under the Performance Warranty with respect to Product that has been:
- used in combination with non-Fedrigoni self-adhesive products.
 - altered, modified, damaged, misused, abused, subject to accident, neglected, mischief or otherwise mishandled or improperly processed. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust, steam, organic solvents or other spilled chemicals.
 - applied on an inappropriate and/or not properly prepared surface. It is understood that the Performance Warranty does not cover the Product or damage to the substrate because the layers of the substrate separate due to a lower bond between those layers than the bond between the Product and the top layer of the substrate, or surfaces which subsequently crack, peel, outgas, or become damaged beneath the Product.
 - modified by top coating, printing with inappropriate inks or other processes that may affect the performance and characteristics of the Product.
- 4.5.** The Performance Warranty does not cover:
- glass breakage. Glass is prone to break under the stresses caused by temperature changes across the surface, which could be amplified by the application of the Product (especially in case of application of vinyl films of dark colours).
 - damages from any Force Majeure Events.

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iii. normal wear. As Products age, they are subject to typical ageing phenomena which may result in some loss of gloss, slight fading and a small amount of cracking and edge lifting at cut edges; these cases do not constitute a breach of the Performance Warranty.

4.6. Similarly, degradation of materials of the Products in connection to UV radiation, pollution and variable temperature changes cases shall be considered as normal consequences of weathering and are not warranted.

5. Notification of Claim

5.1. The Performance Warranty is expressly conditioned upon and requires that all Products being inspected promptly upon receipt for defects or damage and that Fedrigoni and/or its authorized agent or distributor be notified in writing of any claims within 8 (eight) calendar days of the date that a warranted failure of the Product was discovered or reasonably could have been discovered.

Claim notifications must include:

- i. Product name(s)
- ii. lot number(s) of Product(s) involved
- iii. quantities concerned
- iv. processing dates and conditions
- v. installation date and installer(s) name
- vi. installation location of the Products
- vii. photos showing the problem
- viii. samples to substantiate the defect
- ix. the claim amount estimate
- x. any other details requested by Fedrigoni (e.g.: inks, varnishes,

5.2. Fedrigoni reserves the right to inspect, investigate and verify all reported claims. Failure to comply with the foregoing conditions constitutes a waiver of all rights under this Performance Warranty.

6. Remedies and limitations of liability

6.1. For any Product that does not meet the above warranty terms, upon timely written notification of the warranty claim (as provided above) and compliance with the conditions set forth herein, and verification of the warranty claim by Fedrigoni, Fedrigoni sole liability and responsibility, and the exclusive remedy, therefore, shall be at Fedrigoni's option:

- i. to replace the defective Products
- ii. to issue a material credit towards future purchases for the full purchase price of the defective Products

6.2. It is understood that in no event shall Fedrigoni's aggregate liability arising from, relating to, or in connection with this Performance Warranty exceed twice the value of the overall price of the Products with respect to which the documented claims raised by the user refer and Fedrigoni's liability has been ascertained. The limitation applies regardless of whether the damages are sought based on breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory.

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- 6.3.** In no event shall Fedrigoni be liable to the user or any third party for any consequential, incidental, indirect, punitive, or special damages (including damages relating to lost profits, lost savings, loss of revenues or loss of goodwill) arising out of, relating to, or connected with the sale and/or use of the Products.
- 6.4.** All statements, technical information and recommendations about the Products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All the Products are sold with the understanding that purchaser has independently determined the suitability of a Product for a specific purpose.
- 6.5.** No express warranties and no implied warranties, whether of merchantability or fitness for any particular use, or otherwise, except as set forth above shall apply to the Product. Fedrigoni specifically disclaims and excludes any and all other such warranties. No waiver, alteration, addition or modification of the foregoing shall be valid unless made in writing and signed by an authorized representative of Fedrigoni.

7. Activation of the Performance Warranty

- 7.1.** The manufacturer/converter needs to keep lot numbers of the Products used for vehicle wrap.
- 7.2.** In connection with the use of the Products for fleet wrapping for surfaces equal or greater than 150 square metres, Fedrigoni must receive detailed information on the relevant project and lot numbers of the Products intended to be used before starting the application, according to the form attached under Annex 2.

8. General Provisions

- 8.1.** If any provision of the Performance Warranty shall be held to be invalid, illegal or unenforceable due to local rules, laws or regulations or other interpretations, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 8.2.** This Performance Warranty was made originally in English and final interpretation will be made according to the English version.

9. Governing Law and Jurisdiction

- 9.1.** This Performance Warranty and any non-contractual obligations arising out of or in connection with it shall in all respects be governed by, and interpreted in accordance with, the Italian law.
- 9.2.** Any dispute relating to, arising from or in any case connected with this Performance Warranty, including relating to its validity, interpretation, execution, implementation, termination or enforcement shall be preliminary subject to an attempt of amicable settlement. If the attempt of conciliation fails, the dispute shall be referred to the exclusive jurisdiction of the Court of Milan.

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Annex 1: Compensation scheme and Zones

Performance Warranty Period	Zone 1		Zone 2		Zone 3	
Series	Vertical	Horizontal	Vertical	Horizontal	Vertical	Horizontal
C50 Ultimate series	12 years	6 years	8 years	4 years	6 years	2 years
C30 Ultimate series	6 Years	2.5 years	4 years	1.5 years	2 years	0.5 year

Total period of warranty (*):	Full (**) Compensation period:	Proportional (***) compensation period:	Proportional (***) compensation factor:
12 years (144 months)	1 st – 72 th months	63 th – 144 th months	1/72 per remaining month to cover
8 years (96 months)	1 st – 48 th months	49 th – 96 th months	1/48 per remaining month to cover
6 years (72 months)	1 st – 36 th months	37 th – 72 nd months	1/36 per remaining month to cover
4 years (48 months)	1 st – 24 th months	25 th – 48 th months	1/24 per remaining month to cover
3 years (36 months)	1 st – 18 th months	19 th – 36 th months	1/18 per remaining month to cover
2.5 year (30 months)	1 st – 15 th months	16 th – 30 th months	1/15 per remaining month to cover
2 years (24 months)	1 st – 12 th months	13 th – 24 th months	1/12 per remaining month to cover
1.5 year (18 months)	1 st – 9 th months	10 th – 18 th months	1/9 per remaining month to cover
0.5 year (6 months)	1 st – 6 th months	-	-

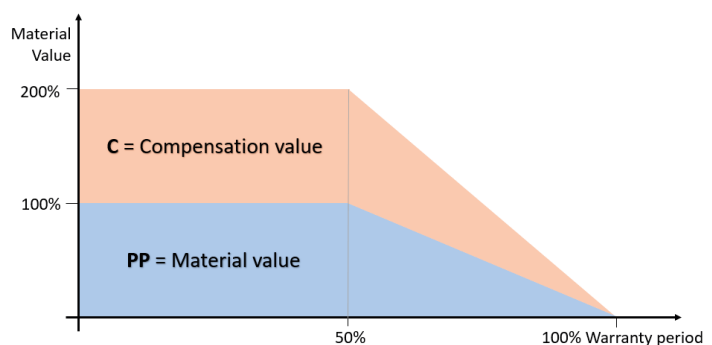
(*) The warranty starts at the date of application.

(**) During the first half of the period of warranty, Fedrigoni will compensate the buyer for the total amount of defective material as follow: $C = 2 \times (PP \times Q)$

(***) During the second half of the period warranty, the credit will be calculated on a pro-rata basis. Calculation of the proportional compensation will be made as follow: $C = 2 \times (PP \times Q \times N \times F)$

Legend:

- C** = compensation value
= (PP x Q) or (PP x Q x N x F)
- PP** = purchasing price on customer invoice
- Q** = quantities of defective material
- N** = number of months remaining in the period of proportional compensation.
- F** = factor of proportional compensation



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Zone Definition

The climate of a region greatly influences the outdoor durability of Fedrigoni products. Therefore, the globe has been divided into 3 regions or zones:

Zone 1

Andorra	Estonia	Ireland	Moldova	Serbia
Austria	Finland	Italy	Monaco	Slovakia
Belarus	France	(North of Rome)	Montenegro	Slovenia
Belgium	(Excluding	Kosovo	Netherlands	Sweden
Bosnia &	Corsica)	Latvia	Norway	Switzerland
Herzegovina	Georgia	Liechtenstein	Poland	Ukraine
Bulgaria	Germany	Lithuania	Romania	United Kingdom
Croatia	Hungary	Luxembourg	Russia	US of America (*)
Czech Republic	Iceland	Macedonia	San Marino	Vatican City
Denmark				

(*) exception: states classified in zone 2

Zone 2

Albania	Caribbean Isles	Haiti	Myanmar (Birman)	Singapore
Arizona	Chile	Honduras	Nepal	Spain
Armenia	China	Indonesia	Nevada	Sri Lanka
Australia (*)	Colombia	Italy (South	New Guinea	Suriname
Azerbaijan	Costa Rica	of Rome)	New Mexico	Swaziland
Bahamas	Côte d'Ivoire	Jamaica	New Zealand	Taiwan
Bangladesh	Dominica	Japan	Nicaragua	Tajikistan
Barbados	Dominican Republic	Kazakhstan	Panama	Texas
Belize	East Timor	Korea (South)	Papua	Thailand
Benin	Ecuador	Kyrgyzstan	Paraguay	Togo
Bhutan	El Salvador	Laos	Peru	Trinidad & Tobago
Bolivia	Fiji	Lesotho	Philippines	Turkey
Brazil	Florida	Madagascar	Portugal	Turkmenistan
Burkina Faso	France (only	Malawi	Puerto Rico	Uruguay
Burundi	Corsica)	Malaysia	Rwanda	Utah
California	Greece	Maldives	Samoa	Uzbekistan
Cambodia	Grenada	Malta	San Marino	Venezuela
Cameroon	Guatemala	Mauritius	Sao Tome &	Vietnam
Cape Verde	Guyana	Micronesia	Principe	

(*) exception: areas classified in Zone 3

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Zone 3

Afghanistan	Cyprus	Tunisia	Jordan	Mexico
Algeria	Egypt	Uganda	Kenya	Morocco
Angola	Equatorial	United Arab	Kuwait	Oman
Australia - Above a line 100km north of	Guinea	Emirates	Lebanon	Pakistan
Perth/Brisbane	Eritrea	Yemen	Liberia	Qatar
Australia - Desert areas	Ethiopia	Zambia	Libya	Saudi Arabia
Bahrain	Gabon	Zimbabwe	Mali	Senegal
Botswana	Gambia	Ghana	Mauritania	All areas with altitude above 1000 meters
Central African Rep.	Sierra Leone	Guinee-Bissau	Mozambique	
Chad	Somalia	India	Namibia	
Congo	South Africa	Iraq	Niger	
	Tanzania	Israel	Nigeria	

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Annex 2: Certificate of Warranty

Certificate of Warranty n°: _____ (to be filled-in by Fedrigoni)

Fedrigoni certifies the materials have been produced by using the highest standards of quality of the pressure sensitive adhesive industry.

Fedrigoni warrants the quality of the products described here under and supplied to (customer) in Fedrigoni approved and labelled packages.

Date:

This certificate of warranty is subject to the terms and conditions of Fedrigoni’s Performance Warranty. The converter and the distributor agree to such conditions upon signing this certificate. The Performance Warranty shall become registered as soon as Fedrigoni receives a counterpart of this certificate as signed by the converter and the distributor.

Project:

.....
.....
.....

Converting date:

Application date:

Products used	Lot numbers	Quantity

Fedrigoni

Distributor

Manufacturer/Converter

.....

.....

.....

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