



ICS Performance Guarantee

Avery Dennison Graphics ICS Performance Guarantee for Indoor Floor Graphics

Avery Dennison warrants that each Product referenced in Instructional Bulletin 6.30 ("IB 6.30"), when constructed, installed, maintained, and removed in accordance with IB 6.30, is recommended for the applications set forth in IB 6.30, and will, for a period up to six (6) months after installation (i) excepting normal and expected wear, maintain its original brightness, color, and image quality; and ii) adhere to Avery Dennison recommended floor surfaces and be removable without damage to the surface.

Notification of Claim

This ICS Performance Guarantee is expressly conditioned upon and requires that all Product, ICS Qualified Processing Materials and finished graphics being inspected promptly upon receipt for defects or damage and that Avery Dennison and/or its authorized agent or distributor be notified in writing of any claims within fourteen (14) days of the date that a warranted failure of the Product was discovered or reasonably could have been discovered. Claim notifications must include name and lot/reference numbers for films and processing components, together with a detailed report of processing conditions and in-process test results, finished graphics retain samples, installation date and location, name of graphic installer, and any other pertinent information that is reasonable or requested by Avery Dennison. Avery Dennison 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 ICS Performance Guarantee and voids any warranty.

Exclusive Remedies and Limitations of Liability

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 Avery Dennison, Avery Dennison's sole liability and responsibility, and the exclusive remedy therefore, shall be at Avery Dennison's option: (A) to issue a material credit towards future purchases for the full purchase price of all Avery Dennison defective Product used to produce the finished graphic; or (B) to replace all Avery Dennison defective Product consumed in the manufacture of the finished graphic.

*For indoor carpets, it is normal for adhesive residue to remain on the application surface when the graphic is removed, and shadowing/staining may occur.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO THE PRODUCTS DESCRIBED HEREIN. AVERY DENNISON SPECIFICALLY DISCLAIMS AND EXCLUDES 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 AVERY DENNISON.

IN NO EVENT SHALL AVERY DENNISON BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF USE OR PRODUCTION OR LOSS OF CAPITAL. AVERY DENNISON'S LIABILITY ON ANY CLAIM OF ANY KIND SHALL IN NO CASE EXCEED THE AMOUNT EXPRESSLY PROVIDED FOR IN THIS WARRANTY. THIS 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.