

MOLD IN GRAPHIC SYSTEMS® Warranty Policy

Effective Date: 10.12.2023

Thank you for choosing a MOLD IN GRAPHIC SYSTEMS® Label Product, hereinafter referred to as the "Product." This document outlines the Raw Label Limited Warranty, Lifetime Warranty, Storage Requirements, Product Application, Disclaimer, Limitation of Liability, Waiver of Claims, Severability, and Governing Law and Jurisdiction provided by MOLD IN GRAPHIC SYSTEMS® (hereinafter referred to as "MOLD IN GRAPHIC SYSTEMS® CORPORATION") for the Product.

1. Raw Label Limited Warranty (includes RFusionID)

For the purposes of this Limited Warranty, the Product is considered a raw material component applied to a polyolefin product by the Purchaser. MOLD IN GRAPHIC SYSTEMS® guarantees that the Product meets technical specifications as tested and qualified by the Purchaser at the time of delivery. The Product is therefore covered by a limited warranty against manufactured defects as described below. This warranty is valid for a period of twelve (12) months from the date of shipment and prior to application. MOLD IN GRAPHIC SYSTEMS® CORPORATION's obligation under this Limited Warranty is strictly limited to the replacement of the defective Product.

2. Lifetime Warranty (excludes RFusionID)

The durability of Mold In Graphic Systems® lineup of permanent labels for polyolefin durable goods, hereby referred to as "MIGS® Labels*", for polyolefin Durable Goods Products has been verified through years of lab testing and realworld examples, including weatherability and chemical and abrasion testing according to ASTM procedures (Test Data Report Available Upon Request). Assuming any MIGS® Label, which has been kept in accordance with MIGS® Raw Label Limited Warranty, is properly applied by the customer, Mold In Graphic Systems® warrants that the legibility and print quality of its label will outperform other labels available today for polyolefin plastic durable goods (normal wear and tear excepted including normal discoloration and fade due to atmospheric conditions), for the "intended life-use+" of the product from the date of application under normal and intended use and service conditions. This warranty is expressly limited to any applied MIGS® Label that is proven to be defective in material and/or workmanship to the satisfaction of Mold In Graphic Systems®. If the applied MIGS® Label fails to meet the warranty criteria of good commercial legibility and print quality under normal conditions, the customer must timely notify Mold In Graphic Systems® of any claimed defects and provide proof of the allegedly defective label to Mold In Graphic Systems® for inspection. If the applied label is determined defective, Mold In Graphic Systems® will provide the customer with label credit or a replacement label at no charge for the customer to re-install and/or place over the defective part in question as an alternative to molding another part.

MOLD IN GRAPHIC SYSTEMS® MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR, SPECIFIED, OR INTENDED PURPOSE. MOLD IN GRAPHIC SYSTEMS® WILL NOT BE RESPONSIBLE OR PROVIDE REIMBURSEMENT TO THE CUSTOMER FOR ANY COSTS, EXPENSES OR DAMAGES ASSOCIATED WITH ANY DEFECTIVE LABEL, INCLUDING BUT NOT LIMITED TO THE TIME AND COST TO INSPECT AND RETURN THE DEFECTIVE LABEL, THE TIME TO RE-INSTALL THE REPLACEMENT LABEL, COMPENSATION FOR SCRAPPED CUSTOMER PARTS, ANY FORM OF REWORK, LOST PROFITS AND/OR ANY OTHER COSTS, EXPENSES OR DAMAGES ARISING OUT OF THE DEFECTIVE LABEL.

MIGS® Labels* include MIG5®, Mold In Graphic® & Mold On Graphic® Labels

Intended Life-Use† is a manufactured products period of use in service. It has been defined as "a product's total life in use from the point of sale to the point of discard.

3. Storage Requirements

To maintain the validity of this Limited Warranty, the Product must be stored in compliance with the following MOLD IN GRAPHIC SYSTEMS® climate-controlled environment storage requirements:

- The Product must be stored at a temperature between 10°C – 35°C.
- The Product must not be pressed or stacked upon.
- The Product must not be stored in direct sunlight.
- Partially used Product rolls need to be re-rolled tightly and taped in place after initial use.

Failure to practice these storage requirements will void this Limited Warranty. To demonstrate non-compliance with technical specifications, the Purchaser must provide written notice to MOLD IN GRAPHIC SYSTEMS® within 12 months of the manufacture date and prior to any application. The notice should include the Item Code, Item Description, PO Number, and ID Number affixed to the inner core of the Product rolls delivered to Purchaser, along with evidence of compliance with storage requirements.

4. Product Application

The Product is made from polyolefin materials. Successful application of the Product requires that three application components (e.g. temperature, pressure, and dwell time) be in compliance with MOLD IN GRAPHIC SYSTEMS® technical specifications for proper application that results in complete fusion of the label to the substrate. The Purchaser understands that these settings will directly impact Product performance.

Upon request, MOLD IN GRAPHIC SYSTEMS® will provide free phone and/or email technical assistance to the Purchaser on the proper application of the Product. On-site assistance is also available at a mutually agreeable fee to the Purchaser. Once the application process has been initiated by the Purchaser, MOLD IN GRAPHIC SYSTEMS® no longer has control over the conditions to which the Product will be exposed and used under (e.g., application guidelines, operator error, temperature, environment, substrate, chemicals, etc.).

5. Disclaimer

MOLD IN GRAPHIC SYSTEMS® provides no other warranties, expressed or implied, including suitability for any particular purpose specific to the Purchaser's uses and application. The Purchaser assumes full responsibility for determining the Product's suitability for their needs.

MOLD IN GRAPHIC SYSTEMS® MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE. MOLD IN GRAPHIC SYSTEMS® WILL NOT BE RESPONSIBLE OR PROVIDE REIMBURSEMENT TO THE CUSTOMER FOR ANY COSTS, EXPENSES OR DAMAGES ASSOCIATED WITH ANY DEFECTIVE LABEL, INCLUDING BUT NOT LIMITED TO THE TIME AND COST TO INSPECT AND RETURN THE DEFECTIVE LABEL, THE TIME TO RE-INSTALL THE REPLACEMENT LABEL, COMPENSATION FOR SCRAPPED CUSTOMER PARTS, ANY FORM OF REWORK, LOST PROFITS AND/OR ANY OTHER COSTS, EXPENSES OR DAMAGES ARISING OUT OF THE DEFECTIVE LABEL.

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, PROVIDED WITH THIS PRODUCT. THE PRODUCT PROVIDED BY MOLD IN GRAPHIC SYSTEMS® IS NOT WARRANTED AS SUITABLE FOR ANY PARTICULAR PURPOSE PARTICULAR TO THE PURCHASER'S USES AND APPLICATION. IT IS THE PURCHASER'S RESPONSIBILITY TO DETERMINE, IN THE PURCHASER'S SOLE JUDGMENT, THE SUITABILITY OF THE PRODUCT FOR ANY PURPOSE PARTICULAR TO THE PURCHASER. MOLD IN GRAPHIC SYSTEMS® ASSUMES NO RESPONSIBILITY FOR THE SELECTION OR FURNISHING OF PRODUCTS SUITABLE TO THE INDIVIDUAL NEEDS OF THE PURCHASER. MOLD IN GRAPHIC SYSTEMS® MAKES NO WARRANTY OF MERCHANTABILITY OR OF THE FITNESS OF THE PRODUCT FOR ANY PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE PURCHASER ASSUMES ALL RISKS OF PERSONAL INJURY OR PROPERTY DAMAGE FOR THE USE OF THIS PRODUCT.

6. Limitation of Liability

MOLD IN GRAPHIC SYSTEMS® expressly disclaims liability for any kind of damages, whether direct, indirect, punitive, special, incidental, or consequential, arising from the use of the Product, including any alleged defect. This disclaimer covers negligence, product liability, strict liability, or any other claim that may survive this Limited Warranty.

7. Waiver of Claims

By purchasing this Product, the Purchaser waives all claims or potential claims against MOLD IN GRAPHIC SYSTEMS® CORPORATION, including its officers, directors, agents, or employees, related to the use of this Product. This waiver includes claims for negligence, strict liability, misrepresentation, and breach of warranties.

8. Severability

If any part of this Limited Warranty is deemed invalid or unenforceable, the remaining provisions will remain in full force and effect.

9. Governing Law and Jurisdiction

This Limited Warranty is governed by the laws of the State of Arizona and any other applicable federal law. Disputes arising from the use of this Product shall be resolved in Arizona state court in Yavapai County, Arizona, or in a federal court of competent jurisdiction in Arizona.

By using the Product, Purchaser chooses to accept these terms, conditions, and waivers outlined in this Limited Warranty.