



ICS Performance Guarantee

Avery Dennison Graphics ICS Performance Guarantee (Terms & Conditions)

Avery Dennison Product Limited Warranty

Avery Dennison Graphics Solutions warrants that the specified Avery Dennison products ("Product") will be free from defects in manufacturing and workmanship (as defined below) upon shipment, when used and stored according to Avery Dennison's written instructions and with qualified OEM inks and other graphic processing materials and equipment ("ICS Qualified Processing Materials"). The below products have been tested and found to be compatible with the printer, ink and overlamine or clear coat as specified below.

Avery ICS Performance Guarantee for digital inkjet printed graphics with the following printer and inks.

- Solvent
 - [chart 1 for Epson, Mimaki and Mutoh](#)
 - [chart 2 for OKI and Roland](#)
 - [chart 3 for HP and EFI](#)

- UV
 - [chart 1 for Durst, EFI, HP, Mimaki and Canon](#)
 - [chart 2 for Agfa](#)

- Latex
 - [chart 1 for HP & Ricoh](#)

Warranty Coverage

The warranty only applies to the following defects

- **Manufacturing & Workmanship Defects.** A failure of the Product to materially conform to the Avery Dennison written manufacturing specifications for the Product.
- **Printing and Ink Defects.** Artefacts or misprints that occur when printing on specified Avery Dennison Product using ICS Qualified Processing Materials, due solely to a defect clearly identifiable in the Product due solely to manufacturing or workmanship.
- **Cutting Defects.** A failure of clean cutting and weeding characteristics when cut as recommended in the applicable Avery Dennison Product Data Sheet and Instructional Bulletins, due solely to a defect in the Product in manufacturing or workmanship.

Warranty Limitations

- The Product must be properly stored and applied within the shelf-life as stated in the applicable Product Data Sheet. It is the converters/users responsibility to demonstrate the Product is used within the Product shelf-life by recording lot/reference numbers and installation date. All ICS Qualified Processing Materials must be properly stored and applied in accordance with OEM instructions.



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- **Unintended Use.** This warranty only applies to Product that is used or processed in accord with the applicable Avery Dennison Product Data Sheets, Instructional Bulletins and this document. For all uses, the user is 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 Avery Dennison for any claims, losses, damages, judgments, expenses and/or expenses, including attorney's fees, resulting from such use or application. This warranty is expressly conditioned on the Product being processed by professional converters, following regular and accepted procedures, using only ICS Qualified Processing Materials in accordance with the OEM and Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces and cleaned and maintained in accordance with recommended OEM and Avery Dennison procedures. It is the converters or other users 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 Avery Dennison and/or its authorized agent or distributor of any Product; ICS Qualified Processing Materials and/or finished graphic discovered to be (or reasonably capable of being discovered to be) defective.
- **Misuse and Force Majeure.** Avery Dennison has no obligations or liability under this warranty with respect to Product that has been 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. Damage from fire, structural failure, lightning, and other force majeure events are not covered by this warranty.
- **Weathering Effects.** Some degradation of materials and graphics over time is considered normal wear. Slight color fading, chalking, edge lifting, "tenting" around rivets, or slight or gradual reduction in gloss (for cast and calendered films) or reflectivity (for retro-reflective films), and other natural weathering, environmental or other conditions or damage caused by tornadoes, hurricanes, wind or other acts of God, do not constitute a breach of warranty.
- **Printing, Curing and Ink Defects.** Ink contamination, failures or other defects, or other failures due to improper printing conditions or settings including, but not limited to, unsuitable color calibration, incorrect ICC color profile or incompatible printing modes, do not constitute a breach of warranty. Product failure caused by ink over-saturation (ink loads in excess of 250%), excessive or under curing, or other treatment or processing errors are not warranted.
- **Adhesion to Application Surfaces.** This warranty does not cover the Product if the application surface is not properly prepared; nor does the warranty 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.
- **Glass Breakage.** This 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.

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 Denison reserves



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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 sole liability and responsibility, and the exclusive remedy therefore, shall be at Avery Dennison' 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.

Definitions

- **"Indoor Durability"** means that the Product in a finished graphic situated within the interior of a building without direct exposure to sunlight and applied to recommended surfaces, will not deteriorate excessively such that the finished graphic is ineffective for its advertising or identification purpose(s) when viewed under normal conditions from the intended viewing distance, due solely to a defect in the Product in manufacturing or workmanship. The warranty does not extend to the use of the Product or finished graphic as wood or fabric replacement films or safety and security window films.
- **"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 or loss of adhesion or reflectivity (for retro-reflective films), 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 and central North American outdoor exposure conditions and application to recommended surfaces. Actual performance life will depend on a variety of factors, including but not limited to substrate preparation, exposure conditions and maintenance of the Product and finished graphic. In case of finished graphics in areas of high temperatures or humidity, in industrially polluted areas or other areas with air laden particulate matter, and/or in high altitudes, Outdoor Durability will be reduced and the warranty period will be decreased accordingly. Subject to the Avery Dennison ICS Performance Guarantee Durability Bulletin, Avery Instructional Bulletin 1.30 Warranty of Avery Dennison Films sets forth the durability period in the regional service area of your graphics.
- **"Vertical Exposure"** means that the face of the finished graphic is 10° from vertical. Please consult the Avery Instructional Bulletin 1.30 Durability of Avery Dennison Films for full details.
- **"Non-Vertical Exposure"** means that the face of the finished graphic is greater than 10° from vertical and greater than 45° from horizontal. Please consult the Avery Instructional Bulletin 1.30 for full details.
- **"Horizontal Exposure"** means the face of the finished graphic is 45° to 90° from vertical. Please consult the Avery Instructional Bulletin 1.30 for full details.
- **"Flat surfaces"** means a two dimensional flat surface without protruding objects.
- **"Simple curves"** means surfaces that include a third dimension which does not require stretching of the film (for example, a cylinder).

Health, Safety and Environmental Standards

- User acknowledges and agrees that it is user's sole responsibility to provide services and dispose of unused products and liners in accordance with all applicable health, safety and environmental standards and requirements, and user covenants for Avery Dennison's benefit and for the benefit of Avery Dennison's agents, employees and controlling persons that it will comply with all such standards and requirements.



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If any provision of this ICS Performance Guarantee 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.

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IN NO EVENT SHALL AVERY DENNISON OR THE ICS QUALIFIED PROCESSING MATERIALS MANUFACTURER(S) 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. THE LIABILITY ON ANY CLAIM OF ANY KIND OF AVERY AND THE ICS QUALIFIED PROCESSING MATERIALS MANUFACTURER(S) 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.

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Related Documents

The following Avery Dennison literature will provide additional information to the user for proper application, storage, and other requirements and is available upon request from your Avery Dennison representative or from the Avery Dennison website (www.graphics.averydennison.com). It is the User's responsibility to reference the proper document for instructions regarding the ultimate materials combinations (print media, inks, printer, laminate, clear coat, etc.) and the fitness for use of that combination for the ultimate end use application.



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Document Title	Instructional Bulletin #
Substrate Cleaning and Preparation	1.10
Storage, Maintenance, and Cleaning of PVC Films	1.20
Warranty of Avery Dennison Films	1.30
Cleaning and Maintenance of Vehicle Wraps	1.50
Application of Avery Dennison SuperCast Films on Irregular Substrates	4.07
Removal Instructions	4.10
Tips for Overlaminating, Premasking, & Packaging Graphics	5.50
Multi Purpose Ink Jet OEM Qualification Matrix, Durability Reference, & Troubleshooting Guide	5.80
Avery Perforated White Window Graphic Films	6.10
Printing, Processing, and Application Instructions for Bus Wrapping	6.20
Conversion, Application, and Maintenance of the Avery Dennison Floor Marking System	6.30
Printing, Processing, and Application Instructions for Vehicle Wrap Graphics	6.40
Printing, Processing, and Application Instructions for Interior Wall Graphics	6.50

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