

Traffic Safety and Security Division

3M™ Digitally-Imaged Sign Warranty Bulletin

3M™ MCS™ Warranty for Traffic
3M™ MCS™ Warranty
March 2016

General Warranty Information

Warranty Coverage Overview

The 3M™ MCS™ Warranty for Traffic and the 3M™ MCS™ Warranty are offered to the sign manufacturer (“**Manufacturer**”) for a rigid traffic sign (“**Sign**”). The Manufacturer may extend these warranties to their customers. Additional warranties, if any, offered by the Manufacturer are separate and exclusive of the MCS Warranty for Traffic and MCS Warranty.

The warranty period for eligible graphics is as stated in the warranty matrices found online on the 3M TSSD MCS Warranty website, at the time that the film was purchased. The warranty period may be reduced and stipulations may apply for certain constructions and applications, as covered in this bulletin.

Warranty coverage is contingent upon using the matched component products and processing such products according to all applicable 3M guidelines as described in relevant product bulletins, information folders, and similar product literature. Failure to follow such descriptions and instructions will void all warranties and limited remedies.

Limitation of Liability

3M’s liability under this warranty is limited to replacement as stated herein, and 3M assumes no liability for any incidental or consequential damages, such as lost profits, business or revenues in any way related to the product regardless of the legal theory on which the claim is based. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, RIGHTS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. A BUYER IS RESPONSIBLE FOR DETERMINING IF A PRODUCT IS SUITABLE FOR ITS PARTICULAR PURPOSE AND APPLICATION METHODS. This limitation of liability applies regardless of the legal or equitable theory under which such losses or damages are sought.

MCS™ Warranty for Traffic

3M warrants (“**MCS Warranty for Traffic**”) that, in the United States, a Sign containing only the standard traffic colors¹ and black (“**Traffic Colors**”), made with the purpose of conforming to the standard traffic colors¹ using the combinations of the 3M retroreflective sheeting (“**Sheeting**”), the digital printing ink (“**Ink**”), and the clear overlaminate (“**Overlamine**”) as given in a 3M MCS Warranty for Traffic Matrix for a digital printer (“**Printer**”) will,

- remain legible when viewed from a moving vehicle under normal day and night driving conditions by resisting excessive fading, discoloring, cracking, crazing, peeling, and blistering (“**Legibility Warranty**”),
- after cleaning, retain a minimum percentage of coefficient of retroreflection (“**Retroreflection Retention Warranty**”),

for the number of years (“**Warranty Period**”) as shown in the warranty matrix.

MCS™ Warranty

3M also warrants (“**MCS Warranty**”) that, in the United States, a Sign containing any color not made with the purpose of conforming to Traffic Colors² using the combinations of Sheeting, Ink, and Overlamine as given in a 3M MCS Warranty Matrix for a Printer, will remain legible by resisting excessive fading, discoloring, cracking, crazing, peeling, and blistering, for the Warranty Period shown in the warranty matrix.

Limited Remedy

If a Sign is proven not to have met either the MCS Warranty for Traffic or MCS Warranty, then the owner's exclusive remedy, and 3M's sole obligation, at 3M's option shall be: (a) if this occurs during the Sign Restoration Period as given in the respective warranty matrix, 3M will, at its expense, restore the Sign's surface to its original effectiveness (this remedy shall include only the expense of making the new Sign face including the aluminum Sign substrate, but shall not include other hardware or labor to install the replacement Sign); or (b) if this occurs during the remainder of the Warranty Period as given in the respective warranty matrix, then 3M will furnish only the necessary Sheeting, Overlamine, and Ink quantity to restore the Sign's surface to its original effectiveness.

Terms and Conditions

- The Warranty Period is measured from the Sign manufacturing date (“**Fabrication Date**”). Claims made under this warranty will be honored only if the Sign was dated on the Fabrication Date using a permanent method (sticker, permanent marker or crayon, metal stamp, etc.), records and retains of such production data traceable to the printed Sign is maintained, and 3M is notified of an MCS Warranty for Traffic/MCS Warranty (“**MCS Warranties**”) claim during the applicable Warranty Period, and 3M is provided with the information reasonably required to validate the claim, and 3M is permitted to verify the cause of the failure.
- For the MCS Warranties to apply, 3M recommended settings and/or profiles must be used on the Printer applicable for the Sheeting. 3M may revise recommended settings based on internal or external test data, and may update the relevant information folder(s) reflecting any material changes in the recommended settings and/or profiles for the Printer. Failure to use the updated settings and/or profiles will void the MCS Warranties. However, such changes in recommended settings does not retroactively invalidate the MCS Warranties made prior to such notice.
- 3M recommended written processing guidelines are followed during the manufacturing of the Sign, the Sheeting and the Overlamine are applied as recommended, to properly prepared substrates in accordance with 3M recommended procedures. It is the responsibility of the Manufacturer to ensure proper substrate preparation and that approved application procedures are followed, and to maintain production data including but not limited to the Printer profiles, that all 3M recommended procedures are applied, and such data is provided to 3M at 3M's request.

¹ For specific standard color information, please see the applicable 3M MCS Warranty for Traffic Matrix for the Printer.

² For specific color information, please see the applicable 3M MCS Warranty Matrix for the Printer.

- Except where prohibited by law, 3M will not be liable for any loss or damage arising from the 3M product, whether direct (other than the Limited Remedy stated above), indirect, special, incidental or consequential, regardless of the legal theory asserted.
- All components involved in the MCS Warranties must be stored, applied, installed, processed, and used only as 3M recommends in the relevant product bulletins and other product information such as information folders, and as noted herein.
- Printer has been maintained according to the Printer manufacturer's recommended maintenance schedule at the time of Fabrication Date, and reasonable maintenance records are provided to 3M at 3M's request.
- A Sign's failure to meet the MCS Warranties must be solely the result of the design or manufacturing defects of the Sheeting or the matched component materials listed in the respective product bulletin for the Sheeting. 3M has no obligation under the MCS Warranties if failure is caused by, including but not limited to, the following: improper fabrication, handling, packaging, storing, shipping, maintenance or installation; non-vertical applications where the Sign is more than +/- 10% from vertical; use of any material or product not included in the respective warranty matrix; use of application equipment not recommended by 3M; failure of sign substrate; loss of adhesion due to incompatible or improperly prepared substrate; exposure to chemicals, abrasion and other mechanical damage; snow burial or any other sign burial; collisions, vandalism or malicious mischief; or an act of God.
- 3M reserves the right to determine the method of replacement, and any replacement Sign will carry the MCS Warranty for Traffic or MCS Warranty only for the original Sign's unexpired Warranty Period.
- In case the standard warranty for Sheeting, outlined in the respective product bulletin for signage applications, is modified, 3M may change MCS Warranties in accordance with the changes in the standard warranty for Sheeting. Such modification does not retroactively invalidate the MCS Warranties for a Sign made prior to such modification.
- 3M makes no warranty or claims that a Sign covered under the 3M MCS Warranty will meet the color specifications given in any agency or customer specifications, or ASTM D4956.

For Information or Assistance

Call: 1-800-553-1380

In Canada Call:

1-800-265-1840

Internet:

www.3M.com/roadwaysafety

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3M assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, special or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.



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