

# 3M™ MCS™ Warranty

Inclusive of the Scotchprint® Graphic Premium Fleet Warranty  
3M™ MCS™ Rail Warranty  
Scotchprint® Graphic Rail Warranty  
Scotchprint® Graphic Premium Rail Warranty



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**FIORANO | Ferrari**  
OFFICIAL SUPPLIER



**Matched Component System**  
Qualified Manufacturer Programme

**Scotchprint®**  
Graphics  
**3M**

## Contents

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1. Definitions	2
2. 3M™ MCS™ Warranty	4
3. MCS™ Warranty for 3M™ Panaflex™ Flexible Sign Face System	5
4. General Exclusions	7
5. Use of Non-3M Products	8
6. General Warranty Limitations	9
7. 3M™ MCS™ Warranty Limited Remedy	10
8. Scotchprint® Graphic Premium Fleet Warranty Limited Remedy	11
9. 3M™ MCS™ Rail Warranty Limited Remedy	13
10. Scotchprint® Graphic Rail Warranty Limited Remedy	14
11. Scotchprint® Graphic Premium Rail Warranty Limited Remedy	16
12. Scotchprint® Graphic Authorised Manufacturers, Scotchprint® Graphic Authorised Sign Manufacturers and 3M™ MCS™ Qualified Manufacturers Obligations	18
13. Warranty Claims Procedure and Requirements	19
14. General	20

The warranty terms in this booklet are provided by 3M United Kingdom PLC (3M) to Graphic Manufacturers and End Users, (as defined) in respect of Finished Graphics manufactured by 3M™ MCS™ Qualified Manufacturers or Scotchprint® Graphics Authorised Manufacturers or Scotchprint® Graphics Authorised Sign Manufacturers. Terms subject to change without notice.

## 1. Definitions

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**For the purposes of this document the following phrases shall have the meanings set out below:**

- 1.1 “3M Approved Technologies” means printing and converting technologies used for the manufacture of Finished Graphics, written details of which shall be provided by 3M, to the Graphic Manufacturer, from time to time.
- 1.2 “3M™ MCS™ Qualified Manufacturer” means a Graphic Manufacturer who has met the requirements of, and has been qualified by 3M as a 3M™ MCS™ Qualified Manufacturer.
- 1.3 “3M™ MCS™ Warranty” means the warranties set out in clauses 2 and 3 and subject to the provisions of this document and limited remedies set out in clause 7.
- 1.4 “3M’s Product and/or Instruction Bulletins” means documents issued by 3M, from time to time, containing product and technical information, product specifications describing handling, fabrication and application instructions and defining the technical standards to be used in the manufacture of Finished Graphics.
- 1.5 “3M Specification Document” means a document, signed by an authorised representative of 3M defining the technical specification of an End User Programme, including materials to be used and procedures to be complied with in the manufacture of the Finished Graphics under such programme.
- 1.6 “Authorised Reseller” means a Scotchprint® Graphics Authorised Reseller who is compliant with the requirements set out in the Scotchprint® Graphics Authorised Resellers Agreement and who has been authorised by 3M to market Scotchprint® Graphics under the Scotchprint® Graphics trademark.
- 1.7 “End User” means the ultimate user of the Finished Graphic or a design, media or advertising agency or applicator acting on behalf of the ultimate End User.
- 1.8 “End User Programme” means the timetabled or scheduled events to design, manufacture and complete a Finished Graphic application for the End User.
- 1.9 “Finished Graphic(s)” means completed finished graphics or Panaflex™ flexible sign faces manufactured in accordance with MCS™.
- 1.10 “Fleet Applications” means applications of Finished Graphics to commercial vehicle fleets of trucks, cars, vans, buses and trams but excludes trains, motorbikes, aeroplanes, boats, submarines and privately owned vehicles.
- 1.11 “Graphic Failure” means the failure of a Finished Graphic to meet the Warranties set out in clauses 2 and 3 of this document, as applicable.
- 1.12 “Graphic Manufacturer” means a 3M™ MCS™ Qualified Manufacturer, a Scotchprint® Graphic Authorised Manufacturer or a Scotchprint® Graphic Authorised Sign Manufacturer.
- 1.13 “MCS™” means a system of matched components pursuant to which Finished Graphics are produced by a Graphic Manufacturer using only 3M Products and components and manufactured in accordance with 3M’s Product or Instruction Bulletins, 3M Specification Document and using 3M Approved Technologies.
- 1.14 “Products” means 3M Commercial Graphic’s films, sheeting, liners, flexible substrates, pre-masks, inks, toners, edge sealers and clears, and any additional products supplied by 3M for the manufacture of Finished Graphics.
- 1.15 “Reapplication” means the professional application of replacement Finished Graphics by an applicator nominated by 3M.
- 1.16 “Rail Applications” means internal and/or external applications of Finished Graphics to commercial overground and underground trains but excludes station environments.
- 1.17 “Removal” means the professional removal from the substrate, in accordance with 3M’s Product and Instruction Bulletins, by an applicator nominated by 3M, of all Finished Graphics, which fail to meet the Warranties.
- 1.18 “Scotchprint® Graphics” means a printed Finished Graphic produced by a Scotchprint® Graphics Authorised Manufacturer or Scotchprint® Graphics Authorised Sign Manufacturer and sold under the Scotchprint® Graphics Trademark. Scotchprint® Graphics may at 3M’s discretion also include un-printed Finished Graphics.
- 1.19 “Scotchprint® Graphics Authorised Manufacturer” means a Graphic Manufacturer who has met the requirements of, and has been authorised by 3M to produce and market Scotchprint® Graphics under the Scotchprint® Graphics trademark.
- 1.20 “Scotchprint® Graphics Authorised Sign Manufacturer” means a Sign Manufacturer who is compliant with the requirements set out in the Scotchprint® Graphics Authorised Sign Manufacturer Agreement and who has been authorised by 3M to produce and market Scotchprint® Graphics under the Scotchprint® Graphics trademark.
- 1.21 “Scotchprint® Graphic Premium Fleet Warranty” means the warranties set out in clauses 2 and subject to the provisions of this document and limited remedies set out in clause 8.
- 1.22 “Scotchprint® Graphic Premium Rail Warranty” means the warranties set out in clauses 2 and subject to the provisions of this document and limited remedies set out in clause 10.
- 1.23 “Scotchprint® Graphic Rail Warranty” means the warranties set out in clauses 2 and subject to the provisions of this document and limited remedies set out in clause 9.
- 1.24 “Warranties” means collectively the warranties contained in clauses 2 and 3 subject to the conditions exclusions and remedies set out in this document.
- 1.25 “Warranty Matrix” means the matrix available from 3M, upon request, setting out the duration of the Warranty periods, as amended by 3M from time to time.

## 2. 3M™ MCS™ Warranty

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- 2.1 3M warrants that Finished Graphics made entirely from 3M Products, using 3M Approved Technologies, and manufactured in accordance with the then current 3M Product or Instruction Bulletins and any other current and relevant 3M published information will;
- 2.1.1 not be subject to Graphic Failure for the period set out in the Warranty Matrix;
- 2.1.2 if sold as removable or changeable, within the time period and conditions stated in the applicable 3M Product or Instruction Bulletin, be able to be removed with less than 30 percent of the adhesive remaining. Claims under this Warranty are expressly conditional upon use of 3M's recommended removal methods and notification to 3M no later than five business days after the attempted Removal in order that 3M may assist in or verify the removal method.
- 2.2 The following constitutes a Graphic Failure for the purposes of the Warranty at clause 2.1:
- 2.2.1 3M Product fails to meet the 3M product specification as set out in the 3M Product and/or Instructions Bulletins.
- 2.2.2 **Excessive;**  
Fading, discolouration, crazing, cracking, peeling, gloss changes, or blistering of the Finished Graphic which renders the graphic visually unacceptable (as determined by customary industry standards) when viewed from the intended viewing distance; or
- 2.2.3 **Excessive;**  
Dimensional change, loss of adhesion or topcoat delamination, which renders the Finished Graphic visually unacceptable (as determined by customary industry standards) when viewed from the intended viewing distance.

## 3. MCS™ Warranty for 3M™ Panaflex™ Flexible Sign Face System

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- 3.1 3M warrants that a Panaflex™ Flexible Substrate decorated entirely with 3M Products and manufactured and installed according to current 3M Product or Instruction Bulletins, when made into a Panaflex™ sign face, awning, canopy, or other type of display, will remain free from Graphic Failure (as set out below) for the period set out in the Warranty Matrix.
- 3.2 The following constitutes a Graphic Failure for the purposes of the Warranty at clause 3.1:
- 3.2.1 **Fading and Colour Change**  
Panaflex™ sign faces and 3M Products used in Panaflex sign face are warranted to retain colour and not yellow (undecorated areas), darken, or fade to the extent they are unsuitable for advertising purposes (as determined by customary industry standards), when observed at normal viewing distances.
- Changes in appearance caused by bird deposits or insect secretions, dirt or corrosive products carried onto the Panaflex™ material, and other contaminants shall not be covered by the Warranty at clause 3.1.
- Warranty claims pursuant to 3.1 are conditional upon annual cleaning (90 days for non-vertical installations) or, if appropriate, more frequent cleaning to minimise effects of such contaminants.
- 3.2.2 **Damage**  
Panaflex™ sign faces, or other articles produced with Panaflex™ materials, initially tensioned and installed according to 3M's Product or Instruction Bulletins, are warranted against failure of 3M manufactured seams and splices, excessive delamination of the substrate, excessive cracking and peeling of applied 3M Products, excessive stretching, wrinkling, sagging of sign faces or awnings and excessive loss of light transmission characteristics.
- Physical damage caused by cleaning procedures not approved by 3M, negligence, wilful mishandling or vandalism, including, without limitation, slashing, deliberate peeling of copy, penetration of sharp objects, or damage from paints, solvents or strong chemicals, shall not be covered by the Warranty at clause 3.1. 3M shall have no liability for any defects arising in such circumstances.
- 3.2.3 **Mildew and Wicking**  
Panaflex™ substrates are warranted against excessive wicking (absorption of dirt and contaminants by the internal reinforcing fabric). Panaflex™ material is not known to support the growth of mildew. Nutrients from mildew may be carried onto the Panaflex™ substrate surface and promote its growth. 3M warrants that any such mildew growth will be non-invasive and cleanable provided that methods recommended in 3M's Product or Instruction Bulletins are accurately and precisely followed.

### 3.2.4 Limited 'blowout' (vertical sign faces only).

A 'blowout' is defined as a separation of a sign face from its cabinet due to wind pressure, which does not affect the display cabinet or its structure.

The Panaflex™ sign face, used as a component for internally illuminated displays, will remain in acceptable advertising condition (as determined by customary industry standards) for ten years from installation without 'blowout' if properly installed and maintained in accordance with 3M Product or Instruction Bulletin and any other general advice and recommendations. The Panaflex™ sign face must only be installed using the 3M wedge clamp system.

The Warranty contained in this clause applies to wind velocities less than or equal to the maximum velocity for which the sign cabinet has been designed. This warranty applies to vertical (90 degrees) Panaflex™ sign faces only and does not include awnings or other similar non-vertical applications. Specific recommendations for cabinet design are contained in 3M's Wind Speed Manual.

## 4. General Exclusions

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- 4.1 The Warranties shall not apply in the case of normal wear and tear or damage or deterioration due to weathering. Natural weathering may occur with time causing a gradual reduction in gloss, slight colour change, some lifting of the graphic around its edges or around rivets, and development of a minor amount of cracking. Such changes are not evidence of Graphic Failure or defect and are not covered by the Warranties.
- 4.2 3M shall have no obligation under the Warranties with respect to:
- 4.2.1 A Finished Graphic which has been modified or damaged or which has been misused, abused, neglected, or mishandled or which has not been applied or maintained in accordance with 3M Product or Instruction Bulletins or recommendations, including, but without limitation, ink, toner or clear coat damage or removal, base film damage, lifting, or staining caused by chemical or physical means such as, but not limited to, vandalism, cleaning solutions, high pressure washing equipment, mechanical washing equipment, spills of engine fuels, hot exhaust gasses, steam, organic solvents or other spilled chemicals;
  - 4.2.2 Finished Graphics or 3M Products applied to inappropriate surfaces or to surfaces which crack, peel, delaminate, outgas, or become damaged beneath the Finished Graphic; or
  - 4.2.3 Any Product used contrary to instructions or limitations stated in the applicable 3M Product or Instruction Bulletin. Failure to follow such instructions or limitations will render void all Warranties contained in this document.
  - 4.2.4 Changes in appearance caused by bird deposits or insect secretions, dirt or corrosive products and other contaminates.
  - 4.2.5 Damage from fire, structural failure, lightning, and other insurable risks or acts of God.
- 4.3 **The Warranties shall only apply:**
- 4.3.1 to Finished Graphics, which are subject to a Graphic Failure. The Warranties shall not apply to any Graphic Failure, in whole or in part, due to faulty application of the Finished Graphic to the chosen substrate. 3M shall at its discretion determine if the application of the Finished Graphic to the chosen substrate complies with the relevant 3M Product and/or Instruction Bulletin;
  - 4.3.2 provided that 3M Products and Finished Graphics are stored in accordance with 3M's storage instructions, as set out in 3M's Product or Instruction Bulletin;
  - 4.3.3 during the warranty period as set out in the Warranty Matrix. The period of Warranty shall start from the date of completion of manufacture of the Finished Graphic;
  - 4.3.4 if application of the Finished Graphic to a substrate is made within 12 months of the date of completion of manufacture.

- 4.4 In the event of a dispute as to the date of commencement of the Warranty period, 3M shall use its best efforts to agree such date with the Graphics Manufacturer, but in default of agreement, shall determine the date at its absolute discretion.
- 4.5 A Warranty claim shall be conditional upon payment in full for the Finished Graphic by the End User to the Graphics Manufacturer direct or payment via an Authorised Reseller.
- 4.6 In the event of a Graphic Failure, if the defective graphic has been removed or destroyed prior to physical inspection by 3M Commercial Graphics Technical Service Department, 3M reserves the right to reject the warranty claim, unless the right to such physical inspection has been waived.
- 4.7 Finished Graphics replaced under this Warranty shall carry the un-expired Warranty period of the Finished Graphics they replace.
- 4.8 Glass surfaces absorb heat when exposed to sunlight. The degree of absorption may vary due to partial shading, heating and cooling vents, and the insulating characteristics of the frame. The temperature difference across glass may produce stresses, which may cause glass breakage. The ability of glass to resist breakage due to temperature stress is affected by size, thickness, quality cut, edge treatment, tinting of the glass, and the frame design. 3M accepts no liability under the Warranties or otherwise for glass breakage. Caution: Very dark colours must not be used in window applications other than for narrow striping or narrow stroke letters. Large areas of dark 'opaque' colours may greatly increase the risk of glass breakage.

## 5. Use of Non-3M Products

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- 4.1 The Warranties shall not apply in the case of normal wear and tear or damage or deterioration due to weathering. Natural weathering may occur with time causing a gradual reduction in gloss, slight colour change, some lifting of the graphic around its edges or around rivets, and development of a minor amount of cracking. Such changes are not evidence of Graphic Failure or defect and are not covered by the Warranties.

## 6. General Warranty Limitations

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- 6.1 Warranties stated in this document are inclusive and are given in lieu of any, and all, express or implied warranties, representations (other than fraudulent misrepresentation) or conditions, regarding 3M Products, including any implied warranty as to satisfactory quality, fitness for any particular use, or any industry practice, custom or trade usage.
- 6.2 Other than in the case of death or personal injury due to 3M's negligence or fraudulent misrepresentation, the Warranty represents 3M's entire liability under this Agreement to the Graphic Manufacturer and/or to the End User.
- Except as specifically stated in this document, 3M shall not be liable for any other costs, claims, demands, expenses, losses or liabilities in any way related to the performance or use of the 3M Products, incorporated into a Finished Graphic.
- 6.4 Except as specifically stated in this document, 3M shall not be liable for any direct, indirect, special, incidental or consequential loss or damage of any kind, including, without limitation, loss of profits, revenue or business resulting from or in any way related to the Products or the Finished Graphics. This limitation applies regardless of the legal theory upon which damages are sought.
- 6.5 3M's maximum cumulative liability for actual damages for all matters arising out of or relating to this Agreement is limited to the amount payable under the limited remedies specified in this document.
- 6.6 The Graphic Manufacturer or Authorised Reseller shall extend the benefit of the Warranty to End Users. If the Graphic Manufacturer or Authorised Reseller offers any warranties, guarantees or assurances (whether express or implied), in addition to or which differ or vary from the Warranties, the Graphic Manufacturer or Authorised Reseller shall, at all times, assume full responsibility and liability thereunder. The Graphics Manufacturer or Authorised Reseller will be liable for any costs, claims, expenses, demands, losses and liabilities arising out of, or in connection with, any such warranty, guarantee or assurance. The Graphic Manufacturer or Authorised Reseller shall indemnify and keep indemnified 3M against any costs, claims, expenses, demands, losses and liabilities which may arise out of, or in connection with, any such warranty, guarantee or assurance.
- 6.7 Nothing in this document will limit or exclude 3M's liability for death or personal injury caused by negligence or for fraudulent misrepresentations.

## 7. 3M™ MCS™ Warranty Limited Remedy

- 7.1 A 3M™ MCS™ Qualified Manufacturer when producing Finished Graphics or a Scotchprint® Graphics Authorised Manufacturer or a Scotchprint® Graphics Authorised Sign Manufacturer when producing any Finished Graphic may claim the following remedy in the event of a Graphic Failure pursuant to clause 2.1:
- 7.1.1 Material Replacement:**  
In the unlikely event of a Graphic Failure as set out in clause 2.2, 3M's sole liability shall be to contribute up to the amount specified in 7.1.2 towards the reasonable costs of replacing the Finished Graphic, as agreed between the parties. Such costs shall be agreed and limited to, the cost of Removal of the defective graphic, the cost of labour in manufacturing a replacement graphic and the cost of Re-application of the replacement graphic. It shall not include compensation for any other loss including (without limitation) machine burden, business overhead, travel, supervision or any other loss or cost.
- 7.1.2 3M's contribution under clause 7.1.1 shall be limited to a maximum of up to twice the invoiced purchase price paid to 3M for the Products used in the manufacture of the Finished Graphic, excluding any VAT, other taxes, delivery, carriage or insurance costs.
- 7.1.3 In addition to the above, only a Scotchprint® Graphics Authorised Manufacturer or a Scotchprint® Graphics Authorised Sign Manufacturer when producing a Scotchprint® Graphic shall be entitled at 3M's discretion, reimbursement up to a further 20% of the maximum value specified in clause 7.1.2 to cover additional costs associated with the Graphic Failure.
- 7.1.4 The remedy at this clause 7.1.3 shall not be available for Fleet Applications or Rail Applications.
- 7.2 Any compensation paid by 3M pursuant to clause 7.1 will be used by the Graphic Manufacturer to repair or replace the Finished Graphic, as agreed between the Graphic Manufacturer and 3M. Failure to do so will entitle 3M to immediate repayment of all sums paid under clause 7.1.
- 7.3 In the event that a Finished Graphic cannot be removed within the terms of the Warranty at clause 2.1.2, the Graphic Manufacturer's exclusive remedy will be the reimbursement of invoiced costs actually incurred by the Graphic Manufacturer, over and above, normal Removal costs. Such Removal costs must be approved, in writing, in advance by 3M. 3M's payment under this clause will be limited to a total payment of £5000 for each End User Programme.

## 8. Scotchprint® Graphic Premium Fleet Warranty Limited Remedy

- 8.1 Only a Scotchprint® Graphics Authorised Manufacturer or Scotchprint® Graphics Authorised Sign Manufacturer when producing a Scotchprint® Graphic may claim the following remedy in the event of a Graphic Failure pursuant to Clause 2.1:
- 8.1.1 Full graphic replacement:**
- (a) Subject to the provisions below, in the unlikely event of a Graphic Failure, as set out in clause 2.2, of a Finished Graphic, used for a Fleet Application 3M's sole liability shall be to refund to the Graphic Manufacturer its reasonable costs in the replacement of the Finished Graphic. Such costs shall be agreed between the parties and shall be limited to the cost of Removal of the defective graphic, the provision of replacement materials, the cost of labour involved in manufacturing a replacement graphic and the cost of Re-application of the replacement graphic.
- 3M's liability under this clause shall be limited to the warranted contract value specified by the Graphic Manufacturer to the End User as per 3M Specification Document
- The Graphic Manufacturer shall advise the End User that it shall be responsible for the balance of the cost of the replacement / rectification of a Finished Graphic where the cost of replacement / rectification exceeds the original warranted contracted value as set out above.
- (b) The Finished Graphic must have been manufactured using only 3M Products warranted for Fleet Applications as listed in the relevant 3M Product and/or Instruction Bulletin or Warranty Matrix.
- (c) In the case of Finished Graphics applied to flexible curtain-sided vehicles, graphic replacement will, at 3M's discretion, include the reasonable costs incurred in making the application good
- (d) This remedy is only applicable to Fleet Applications. Exceptions may be authorised by a 3M Regional Sales and Marketing Manager and must be documented in the relevant 3M Specification Document.
- (e) Full graphic replacement does not include compensation for any other loss including (without limitation) machine burden, business overhead, travel, supervision, or other costs or loss.
- 8.2 Any compensation paid by 3M pursuant to clause 8.1 will be used by the Graphic Manufacturer to repair or replace the Finished Graphic, as agreed between the Graphic Manufacturer and 3M. Failure to do so will entitle 3M to immediate repayment of all sums paid under clause 8.1.

- 8.3 In the event that a Finished Graphic cannot be removed within the terms of the Warranty at clause 2.1.2, the Graphic Manufacturer exclusive remedy will be that 3M will reimburse the invoiced costs actually incurred that are over and above the anticipated normal Removal costs. Such Removal costs must be approved, in writing, in advance by 3M. 3M's payment under this clause will be limited to a total payment of £5000 for each End User Programme.
- 8.4 Any claim pursuant to clause 8.1 is conditional upon the Graphic Manufacturer demonstrating to 3M's satisfaction, that a copy of a 3M Specification Document has been provided to the End User. The 3M Specification Document must include the total number of vehicles warranted, vehicle identification numbers and their respective graphic installation dates, vehicle type(s) and schematics.

## 9. 3M™ MCS™ Rail Warranty Limited Remedy

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- 9.1 A 3M™ MCS™ Qualified Manufacturer when producing Finished Graphics or a Scotchprint® Graphics Authorised Manufacturer or a Scotchprint® Graphics Authorised Sign Manufacturer when producing any Finished Graphic may claim the following remedy in the event of a Graphic Failure pursuant to clause 2.1:
- 9.1.1 **Material Replacement:**  
In the unlikely event of a Graphic Failure as set out in clause 2.2, 3M's sole liability shall be to contribute up to the amount specified in 9.1.2 towards the reasonable costs of replacing the Finished Graphic, as agreed between the parties. Such costs shall be agreed and limited to, the cost of Removal of the defective graphic, the cost of labour in manufacturing a replacement graphic and the cost of Re-application of the replacement graphic. It shall not include compensation for any other loss including (without limitation) machine burden, business overhead, travel, supervision or any other loss or cost.
- 9.1.2 3M's contribution under clause 9.1.1 shall be limited to a maximum of up to twice the invoiced purchase price paid to 3M for the Products used in the manufacture of the Finished Graphic, excluding any VAT, other taxes, delivery, carriage or insurance costs.
- 9.1.3 3M's liability under clause 9 on specific products used for Rail Applications as listed in the relevant 3M Product and/or Instruction Bulletin or Warranty Matrix shall be limited to a maximum period of 36 months (3 years) from date of installation of the Finished Graphic.
- 9.2 Any compensation paid by 3M pursuant to clause 9.1 will be used by the Graphic Manufacturer to repair or replace the Finished Graphic, as agreed between the Graphic Manufacturer and 3M. Failure to do so will entitle 3M to immediate repayment of all sums paid under clause 9.1.
- 9.3 In the event that a Finished Graphic cannot be removed within the terms of the Warranty at clause 2.1.2, the Graphic Manufacturer's exclusive remedy will be the reimbursement of invoiced costs actually incurred by the Graphic Manufacturer, over and above, normal Removal costs. Such Removal costs must be approved, in writing, in advance by 3M. 3M's payment under this clause will be limited to a total payment of £5000 for each End User Programme.

## 10. Scotchprint® Graphic Rail Warranty Limited Remedy

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10.1 Only a Scotchprint® Graphics Authorised Manufacturer or Scotchprint® Graphics Authorised Sign Manufacturer when producing a Scotchprint® Graphic may claim the following remedy in the event of a Graphic Failure pursuant to Clause 2.1:

### 10.1.1 Full graphic replacement:

(a) Subject to the provisions below, in the unlikely event of a Graphic Failure, as set out in clause 2.2, of a Finished Graphic, used for Rail Applications, 3M's sole liability shall be to refund to the Graphic Manufacturer its reasonable costs in the replacement of the Finished Graphic. Such costs shall be agreed between the parties and shall be limited to the cost of Removal of the defective graphic, the provision of replacement materials, the cost of labour involved in manufacturing a replacement graphic and the cost of Re-application of the replacement graphic.

3M's liability under this clause shall be limited to the warranted contract value specified by the Graphic Manufacturer to the End User as set out in the relevant 3M Specification Document for a maximum period of 36 months (3 years) from date of installation. At the 37th month, the amount payable under this clause shall reduce by 2% to 98% and thereafter by an additional 2% for each subsequent month up to the conclusion of month 72.

The Graphic Manufacturer shall advise the End User that it shall be responsible for the balance of the cost of the replacement / rectification of a Finished Graphic where the cost of replacement / rectification exceeds the original warranted contracted value as set out above.

- (b) The Finished Graphic must have been manufactured using only 3M Products warranted for Rail Applications as listed in the relevant 3M Product and/or Instruction Bulletin or Warranty Matrix.
- (c) The remedy available under this clause 10 is only applicable to Rail Applications and shall only apply to specific Products as listed in the relevant 3M Product and/or Instruction Bulletin or Warranty Matrix. Exceptions may be authorised by a 3M Regional Sales and Marketing Manager and must be documented in the relevant 3M Specification Document.
- (d) Full graphic replacement does not include compensation for any other loss including (without limitation) machine burden, business overhead, travel, supervision, or other costs or loss.

10.2 Any compensation paid by 3M pursuant to clause 10.1 will be used by the Graphic Manufacturer to repair or replace the Finished Graphic, as agreed between the Graphic Manufacturer and 3M. Failure to do so will entitle 3M to immediate repayment of all sums paid under clause 10.1.

10.3 In the event that a Finished Graphic cannot be removed within the terms of the Warranty at clause 2.1.2, the Graphic Manufacturer exclusive remedy will be that 3M will reimburse the invoiced costs actually incurred that are over and above the anticipated normal Removal costs. Such Removal costs must be approved, in writing, in advance by 3M. 3M's payment under this clause will be limited to a total payment of £5000 for each End User Programme.

10.4 Any claim pursuant to clause 10.1 is conditional upon the Graphic Manufacturer demonstrating to 3M's satisfaction, that a copy of a 3M Specification Document has been provided to the End User. The 3M Specification Document must include the total number of vehicles warranted, vehicle identification numbers and their respective graphic installation dates, vehicle type(s) and schematics.

## 11. Scotchprint® Graphic Premium Rail Warranty Limited Remedy

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11.1 Only a Scotchprint® Graphics Authorised Manufacturer or Scotchprint® Graphics Authorised Sign Manufacturer when producing a Scotchprint® Graphic may claim the following remedy in the event of a Graphic Failure pursuant to Clause 2.1:

### 11.1.1 Full graphic replacement:

(a) Subject to the provisions below, in the unlikely event of a Graphic Failure, as set out in clause 2.2, of a Finished Graphic, used for Rail Applications, 3M's sole liability shall be to refund to the Graphic Manufacturer its reasonable costs in the replacement of the Finished Graphic. Such costs shall be agreed between the parties and shall be limited to the cost of Removal of the defective graphic, the provision of replacement materials, the cost of labour involved in manufacturing a replacement graphic and the cost of Re-application of the replacement graphic.

3M's liability under this clause shall be limited to the warranted contract value specified by the Graphic Manufacturer to the End User as set out in the 3M Specification Document for a maximum period of 72 months (6 years) from date of installation.

The Graphic Manufacturer shall advise the End User that it shall be responsible for the balance of the cost of the replacement / rectification of a Finished Graphic where the cost of replacement / rectification exceeds the original warranted contracted value as set out above.

- (b) The Finished Graphic must have been manufactured using only 3M Products warranted for Rail Applications as listed in the relevant 3M Product and/or Instruction Bulletin or Warranty Matrix.
- (c) The remedy available under this clause 11 is only applicable to Rail Applications and shall only apply to specific Products as listed in the relevant 3M Product and/or Instruction Bulletin or Warranty Matrix. Exceptions may be authorised by a 3M Regional Sales and Marketing Manager and must be documented in the relevant 3M Specification Document.
- (d) Full graphic replacement does not include compensation for any other loss including (without limitation) machine burden, business overhead, travel, supervision, or other costs or loss.

11.2 Any compensation paid by 3M pursuant to clause 11.1 will be used by the Graphic Manufacturer to repair or replace the Finished Graphic, as agreed between the Graphic Manufacturer and 3M. Failure to do so will entitle 3M to immediate repayment of all sums paid under clause 11.1.

11.3 In the event that a Finished Graphic cannot be removed within the terms of the Warranty at clause 2.1.2, the Graphic Manufacturer exclusive remedy will be that 3M will reimburse the invoiced costs actually incurred that are over and above the anticipated normal Removal costs. Such Removal costs must be approved, in writing, in advance by 3M. 3M's payment under this clause will be limited to a total payment of £5000 for each End User Programme.

11.4 Any claim pursuant to clause 11.1 is conditional upon the Graphic Manufacturer demonstrating to 3M's satisfaction, that a copy of a 3M Specification Document has been provided to the End User. The 3M Specification Document must include the total number of vehicles warranted, vehicle identification numbers and their respective graphic installation dates, vehicle type(s) and schematics.

## 12. Scotchprint® Graphics Authorised Manufacturers, Scotchprint® Graphics Authorised Sign Manufacturers and 3M™ MCS™ Qualified Manufacturers Obligations

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### 12.1 In the event that a Finished Graphic;

12.1.1 has not been supplied or manufactured in accordance with the End Users instructions, specification or requirements, including (without limitation) instructions relating to dimension, type of graphic, any drawings or artwork, or any other information provided to the Graphic Manufacturer; or

12.1.2 does not comply with the 3M Specification Document or 3M Product or Instruction Bulletins; or

12.1.3 has not been manufactured in accordance with 3M Approved Technologies;

the Graphic Manufacturer will replace any failed Finished Graphic at its own expense, to 3M's and the End Users satisfaction. The Graphic Manufacturer shall indemnify and keep indemnified 3M against any costs, claims, expenses, demands, damages, or losses in relation to any such Finished Graphic.

12.2 Other than as provided in this document, neither 3M or the Graphic Manufacturer shall have any responsibility to repair or replace the Failed Graphic, in the event that the application of such a graphic does not comply with the application instructions set out in the 3M Specification Document and/or 3M Product or Instruction Bulletins. If, however, the applicator is an employee or agent of the Graphic Manufacturer, the Graphic Manufacturer shall accept all or any liability for failure due to poor or inadequate application and shall indemnify and keep indemnified 3M against any costs, claims, expenses, demands, damages, or losses in relation to any such Finished Graphic. The Graphic Manufacturer shall advise the End User accordingly.

## 13. Warranty Claims Procedure and Requirements

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13.1 The Graphic Manufacturer shall notify the End User of its requirement to inform any Graphic Failure to the Graphic Manufacturer in writing and within 14 days of the failure occurring or first being noticed.

13.2 The Graphic Manufacturer shall complete a 3M warranty claim form and return the same to the nearest local 3M Commercial Graphics Technical Service Department along with any supporting photographic evidence, within 10 days of receipt of notification from the End User.

13.3 On request, the Graphic Manufacturer will supply 3M with any samples of the Graphic Failure within a reasonable time of request.

13.4 Upon receipt of the warranty claim form 3M will use all reasonable endeavours to investigate the complaint and notify the Graphic Manufacturer of its findings within 28 days of receipt, or within 28 days of receipt of samples requested by 3M, whichever shall be the later. 3M may request additional information where required to complete its investigation.

13.5 3M Commercial Graphics Technical Service Department may inspect the defective graphic, in situ, to ascertain the nature and possible cause of the alleged failure.

13.6 3M Commercial Graphics Technical Service Department will advise the Graphic Manufacturer if the claim satisfies the terms of this Warranty.

13.7 The Graphic Manufacturer shall notify the End User of the results of 3M's investigations within a period of not more than 40 days from the date that 3M received the Graphic Manufacturers notice or received any samples requested by 3M.

13.8 Removal of a defective Finished Graphic and Re-application of the replacement Finished Graphics shall take place at a location deemed to be suitable by 3M Commercial Graphics Technical Services Department and in compliance with the removal and application instructions set out in the relevant 3M Product and/or Instruction Bulletin.

13.9 Any replacement or repair of the Finished Graphic required under the terms of Warranty, shall be completed by the Graphic Manufacturer within a reasonable time, as agreed between the Graphic Manufacturer and the End User.

13.10 The Graphic Manufacturer will permit 3M to inspect its manufacturing facilities, workshops, premises and books, documents, accounts, records and vouchers relating to the replacement of any Finished Graphic.

## 14. General

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- 14.1 The Warranties and Limited Remedies stated herein may not be modified except in writing and must be signed by an authorised representative of 3M.
- 14.2 In a case where the Graphic Manufacturer or End User is domiciled in the United Kingdom, English Law shall govern the Warranties and Limited Remedies and the English courts shall have non-exclusive jurisdiction. In a case where the Graphic Manufacturer or End User is domiciled in the Republic of Ireland, Irish Law shall govern the Warranties and Limited Remedies and the Irish Courts shall have non-exclusive jurisdiction.