

POLYFUZE GRAPHICS® CORPORATION Warranty Policy

Effective Date: 10.12.2023

Thank you for choosing a POLYFUZE GRAPHICS® CORPORATION 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 POLYFUZE GRAPHICS® CORPORATION 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. POLYFUZE GRAPHICS® CORPORATION 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 twelve (12) months from the date of shipment and prior to application. POLYFUZE GRAPHICS® 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 Polyfuzer® Graphic Corporations permanent labels for polyolefin durable goods, hereby referred to as "Polyfuzer® Labels*", for polyolefin Durable Goods Products has been verified through years of lab testing and real-world examples, including weatherability and chemical and abrasion testing according to ASTM procedures (Test Data Report Available Upon Request). Assuming any Polyfuzer® Label, which has been kept in accordance with Polyfuzer® Raw Label Limited Warranty, is properly applied by the customer, Polyfuzer® Graphic Corporations® warrants that the legibility and print quality of its Polyfuzer® Label will outperform other labels available today for injection (and other) molded 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 Polyfuzer® Label that is proven to be defective in material and/or workmanship to the satisfaction of Polyfuzer® Graphic Corporation. If the applied Polyfuzer® Label fails to meet the warranty criteria of good commercial legibility and print quality under normal conditions, the customer must timely notify Polyfuzer® Graphic Corporation of any claimed defects and provide proof of the allegedly defective label to Polyfuzer® Graphic Corporation for inspection. If the applied label is determined defective, Polyfuzer® Graphic Corporation will provide the customer with label credit or a replacement Polyfuzer® 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.

POLYFUZE® GRAPHIC CORPORATIONS 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. POLYFUZE® GRAPHIC CORPORATIONS® 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.

POLYFUZE® Labels* include Polyfuze®, Polyfuze™ VersaFLEX 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 POLYFUZE GRAPHICS® CORPORATION 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 POLYFUZE GRAPHICS® CORPORATION 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 application components follow POLYFUZE GRAPHICS® CORPORATION's technical specifications for proper application which results in complete fusion of the label to the substrate. The Purchaser understands that application will directly impact Product performance.

Upon request, POLYFUZE GRAPHICS® CORPORATION 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, POLYFUZE GRAPHICS® CORPORATION 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

GRAPHICS® CORPORATION 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.

POLYFUZE GRAPHICS® CORPORATION 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. POLYFUZE GRAPHICS® 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 POLYFUZE GRAPHICS® CORPORATION 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. POLYFUZE GRAPHICS® CORPORATION ASSUMES NO RESPONSIBILITY FOR THE SELECTION OR FURNISHING OF PRODUCTS SUITABLE TO THE INDIVIDUAL NEEDS OF THE PURCHASER. POLYFUZE GRAPHICS® CORPORATION 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

POLYFUZE GRAPHICS® CORPORATION 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 POLYFUZE GRAPHICS® 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.