

Warranty Information

May 22, 2023

MIGS Raw Label Material Limited Warranty, Disclaimer, and Waiver of Claims (pre-application)

Thank you for purchasing a MOLD IN GRAPHIC SYSTEMS® Label Product (herein after referred to as the “Product”). We are pleased to present you with this Raw Label Limited Warranty, Disclaimer, and Waiver of Claims (“Limited Warranty”).

The terms of this Limited Warranty state the entire obligation of Joram Corporation, dba MOLD IN GRAPHIC SYSTEMS® (herein after referred to as “MOLD IN GRAPHIC SYSTEMS®”), or its successor and assigns with respect to the Product. The Product is warranted only against any manufactured defects as described below within twelve (12) months from the date of shipment. The remedies under this Limited Warranty against manufactured defects are strictly limited to replacement of the Product.

For the purposes of this Limited Warranty being provided to you (referred to herein as “Buyer”), the Product is supplied as a raw material component which is applied to a rotational mold or a polyolefin product by Buyer. MOLD IN GRAPHIC SYSTEMS® provides a full warranty that the Product meets technical specifications as tested and qualified by Buyer at the time of delivery.

Should the Product fail to meet the technical specifications within 12 months of the manufacture date and prior to application, MOLD IN GRAPHIC SYSTEMS® will immediately replace, at its expense, the non-complying Product, provided that the Product had been stored in accordance with the following MOLD IN GRAPHIC SYSTEMS® climate-controlled environment storage requirements:

The Product should not be pressed or stacked upon.

The Product should be stored at a temperature between 10c – 35c (50F – 95F).

The Product should not be stored in direct sunlight.

Partially used Product needs to be placed in a protective storage container.

In the event these requirements are not followed, this Limited Warranty is void. To prove that the Product does not comply with the technical specifications, Buyer must, in writing within 12 months of the delivery date and prior to application, provide MOLD IN GRAPHIC SYSTEMS® the Item Code, Item Description, PO Number and ID Number affixed to packaged Product bundles delivered to Buyer, and prove that the storage requirements have been met.

The Product is made from polyolefin materials. Successful application of the Product requires that three application components (e.g. label transfer pressures, rotational mold/polyolefin product conditions, and

cure cycle times & temperatures) be in compliance with MOLD IN GRAPHIC SYSTEMS® technical specifications for proper application that results in complete fusion of label to substrate. Buyer understands that these settings impact Product performance. Upon request, MOLD IN GRAPHIC SYSTEMS® will provide free phone and/or email technical assistance to Buyer on the proper application of the Product. On-site assistance is also available at a mutually agreeable fee to Buyer.

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 BUYER'S USES AND APPLICATION. IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE, IN THE BUYER'S SOLE JUDGMENT, THE SUITABILITY OF THE PRODUCT FOR ANY PURPOSE PARTICULAR TO THE BUYER. MOLD IN GRAPHIC SYSTEMS® ASSUMES NO RESPONSIBILITY FOR THE SELECTION OR FURNISHING OF PRODUCTS SUITABLE TO THE INDIVIDUAL NEEDS OF THE BUYER. 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 BUYER ASSUMES ALL RISKS OF PERSONAL INJURY OR PROPERTY DAMAGE FOR THE USE OF THIS PRODUCT.

MOLD IN GRAPHIC SYSTEMS® expressly disclaims any liability of any kind whatsoever, whether for negligence, product liability, strict liability or otherwise. Any damages for any tort, contract, breach of any expressed or implied warranty or any other type of claim that by operation of law survives this Limited Warranty are expressly limited to replacement of the Product. Buyer agrees that MOLD IN GRAPHIC SYSTEMS®, including its officers, directors, agents or employees, shall not be liable in any way for any damages of any kind, whether direct, indirect, punitive, special incidental or consequential damages, arising out of or relating to the use of this Product and/or for any kind of alleged defect in this Product, whether based in contract, tort, strict liability or otherwise.

BY PURCHASING THIS PRODUCT, BUYER EXPRESSLY WAIVES ANY AND ALL CLAIMS OR POTENTIAL CLAIMS WHICH MAY ARISE AGAINST MOLD IN GRAPHIC SYSTEMS®, INCLUDING ANY OF ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES, ARISING OUT OF OR RELATING IN ANY WAY TO BUYER'S USE OF THIS PRODUCT, INCLUDING ANY AND ALL POTENTIAL CLAIMS FOR NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND BREACH OF AN EXPRESSED OR IMPLIED WARRANTY OF ANY KIND AND BUYER EXPRESSLY RELEASES MOLD IN GRAPHIC SYSTEMS® AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES FROM ANY SUCH CLAIMS.

If any part of this Limited Warranty shall be invalid or unenforceable, then the remaining provisions of this document shall remain in full force and effect. This Limited Warranty is governed by the laws of the State of Arizona and any other applicable federal law. By using this Product, you consent to bring any and all disputes arising out of or relating to the use of this Product in Arizona state court in Yavapai County, Arizona or in a federal court of competent jurisdiction in Arizona. By using the Product, you demonstrate your acceptance without modification of the terms, conditions and notices contained in this Limited Warranty.

MIGS Lifetime Warranty, Disclaimer, and Waiver of Claims (post-application)

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 real world 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 (shown above), 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 “**normal service life” 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.

**Normal Service Life 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.

MIGS Rotational Molding Support Products (Patch ‘N Go®, PL-S®, RMC3®, MOGS Adhesive, MIGS® Bulk Color In System and MIGS® Bulk Color On Systems. Limited Warranty, Disclaimer, and Waiver of Claims.

- Provided that the Rotational Molding Support products have been properly stored in accordance with the following MIGS® storage requirements:
 - The products should be stored in a climate controlled environment at a temperature between 10c – 35c (50F – 95F).
 - The products should not be stored in direct sunlight.

- o The products should not be stored near other chemicals or solvents.
- o That opened non-aerosol product containers are sealed tightly.

Rotational Molding Support products should also not have been subjected to accident, mistreatment, abuse, alteration or use beyond MIGS® specification and further upon Purchaser giving MIGS® the Item Code, Item Description, PO Number and ID Number affixed to packaged Product delivered to Purchaser, and prove that the storage requirements have been met along with complete access to defective products and records to investigate the cause of the declared non-conformance, MIGS® warrants for a period of 12 months from the date of manufacture that such Rotational Molding Support products will be free from non-conformance in material and workmanship and will comply to MIGS® specifications. If MIGS® sells or provides prototypes or samples to Purchaser, such prototypes or samples shall not be covered by these terms and conditions, are sold or provided “as is” with no warranties whatsoever, and shall not constitute the basis of any present or future warranty from MIGS®.