

8 Year Limited Warranty

Cooley Brite® 20 oz PVC sign and awning substrate.

Cooley, Inc. warrants to its customer, an electrical sign or awning company engaged in fabricating and furnishing signs and awnings to various businesses, that standard colors of Cooley Brite®, when used as components for internally illuminated (90° vertical exposure application) displays or awnings will not fade excessively or undergo excessive color degradation or mildew staining to the extent that the sign or awning becomes ineffective for its intended advertising or identification purpose when viewed at a normal distance for a period of eight (8) years. If the material does not perform under the above conditions, Cooley will supply to the sign or awning company sufficient materials to produce a new duplicate face or awning at the current price and will grant an allowance equal to 1/96th of the original purchase price for each month remaining in the initial eight-year period of use.

If the sign face or awning is properly installed and maintained, and within the first eight (8) years from the date of purchase of materials, said face should be destroyed or severely damaged by a "blowout" (defined as a separation of the sign face from its cabinet due to wind pressure which does not affect the display cabinet or structure), and when such "blowout" is caused solely and completely by failure of Cooley sign face/awning materials, and not in whole or part by improper workmanship, installation, materials, nor bending or twisting of the display cabinet, attachment devices, or structures, nor to the vandalism or malicious mischief, hurricanes, tornadoes, gales or other acts of God, Cooley will furnish to the sign or awning company sufficient materials to produce a new duplicate face at then current price and will grant an allowance equal to 1/60th of the original purchase price for each month remaining in the initial eight (8) year period of use.

Cooley further warrants that approved pressure sensitive vinyl (PSV) when applied to Cooley Brite products and when used in a vertical position will not be subject to excessive fading, discoloration, crazing, peeling, gloss changes, or blistering; or show excessive dimensional change or loss of adhesion that makes the graphic visually unacceptable (as determined by customary industry standards) when viewed from the intended viewing distance.

If the PSV peels off under the above conditions, Cooley will supply new materials to restore the sign or awning at then current prices and/or will grant an allowance of

1/96th of the original purchase price for each month remaining in the initial eight (8) year period of use.

Specifically, the warranty for the application and use of PSV films does not include:

1. Gradual reduction of gloss, slight color changes, some lifting at the edges or minor cracking due to natural weathering.
2. Modification of the PSV film through misuse, abuse, accident, neglect or mishandling.
3. Staining or destruction caused by foreign substances.
4. Application of two or more layers of PSV on the graphic.
5. Damage caused by vandalism, cleaning solutions, paints, solvents, eradicable fluids, strong chemicals, improperly used high pressure washing equipment, mechanical washing equipment that subjects the graphic to frequent vigorous abrasive scouring action, engine fuels, engine exhaust, steam, oil, grease, tree sap, fire, structural failure, lightning or other natural forces or acts of God.
6. Cooley Magic is the only eradication solution approved for use on Cooley Brite® products.

The foregoing is not applicable to sign or awning faces which have been damaged by chemicals, airborne particle or dirt, bird droppings, or water run-off, nor to the sign or awning faces damaged by willful neglect or negligent mishandling, nor to sign or awning faces which excessively fade or discolor due to use of non-recommended decorating techniques.

Cooley's liability under the warranty is limited to replacement as stated herein and Cooley will have no liability for any indirect or consequential expenses or losses. No replacement will be made for any sign or awning face, which has been in use for more than the eight-year period.

Cooley will have no obligation under this warranty until all bills for material have been paid in full. During the term of this warranty, Cooley employees or agents shall have free access to the signs and awnings during regular business hours.

This warranty is given in lieu of all warranties express or implied, including any implied warranty of merchantability and constitutes Cooley's sole eight-year warranty for Cooley Brite® when used in backlit signs or awnings.

There is no warranty of merchantability, warranty of fitness for a specific purpose or other warranty expressed or implied other than as set forth in this warranty. In addition, there are no remedies available other than the remedies set forth in this limited warranty.