

## Limited Time Warranty Agreement

### LOST SOULS TATTOO – SIGN PRODUCT INFORMATION

NOTICE TO CUSTOMERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE PRODUCT ITEM(S) PROVIDED WITH THIS AGREEMENT (THE "SIGNAGE/DECALS") CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THESE PRODUCTS. USER'S USE OF THESE PRODUCTS IS CONDITIONED UPON COMPLIANCE BY USER WITH THE TERMS OF THIS AGREEMENT.

1. **LICENSE GRANT.** *LOST SOULS TATTOO* grants you a license to install one item of the vinyl product on any one destination for a licensed limited time warranty of 3 months, 6 months locally. "You" means the company, entity or individual whose funds are used to pay for the vinyl product you purchased. "Use" means storing, installing, or displaying the vinyl product. You may not modify the product or disassemble any portion or feature(s) of the vinyl product except as an intended part of the vinyl products designed features. This means cutting seams for doors, trunks, hoods, windows or a reasonable condition in element.

This vinyl product(s) is not transferable to any other person or to another organization or individual 'with warranty' unless you purchased the product as a graphic supplier or distributor under a wholesale agreement or otherwise noted and agreed upon condition.

2. **DESIGN OWNERSHIP.** The vinyl product design(s) is owned and copyrighted by *LOST SOULS TATTOO*. Your license confers no title or ownership in the design and should not be construed as a sale of any right in the product design(s). Customers that order custom and have provided the exact plotter ready design(s) of their creation(s) to our company *LOST SOULS TATTOO* are safeguarded against our (L.S.T.) use of the design in any way whatsoever, unless by consensual agreement from both parties with signed contract. *LOST SOULS TATTOO* will archive the design in a digital file format for a period of 2 years.
3. **COPYRIGHT.** The vinyl product is protected by Canadian copyright law(s) and international treaty provisions. You acknowledge that no title to the intellectual or physical property in the vinyl product is transferred to you. You further acknowledge that title and full ownership rights to the vinyl product will remain the exclusive property of *LOST SOULS TATTOO* and you will not acquire any rights to the vinyl product(s) except as expressly set forth in this limited time warranty license agreement that you are reading, right now. You agree that any replication of the design(s) in any media format be it digital, a hand drawn facsimile, distributed via email, is illegal and offenders will be prosecuted and this agreement will be used in the court of law against you.
4. **NO OTHER WARRANTIES.** *LOST SOULS TATTOO* does not warrant that these vinyl product(s) are error free against factory imperfections. It is agreed that you the purchaser

of the vinyl product(s) understand that unless indicated prior to purchase on the vinyl products description page online, or in the hardcopy catalogue, that the vinyl product is 'hand airbrushed' or plotted and that human limitations exclude any claims against human errors. *LOST SOULS TATTOO* disclaims all other warranties and can not be used with other warranties, EITHER EXPRESSED OR IMPLIED, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third party rights. Some jurisdictions do not allow the exclusion of implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.**

5. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL *LOST SOULS TATTOO*. OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE VINYL PRODUCTS, EVEN IF *LOST SOULS TATTOO* HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL *LOST SOULS TATTOO* BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE WARRANTY APPLIED TO YOU, IF ANY.
6. **GOVERNING LAW.** This warranty agreement will be governed and construed in accordance with Canadian law, and any dispute arising under this agreement or in connection with the vinyl product(s) shall be submitted to the exclusive jurisdiction of the Canadian courts, save where *LOST SOULS TATTOO* otherwise agrees. No variation, amendment of or addition to this license shall be effective unless *LOST SOULS TATTOO*'s prior agreement in writing shall have been obtained.
7. **CONSUMER RIGHTS:** Upon clicking the 'Order' button or the 'Buy Now' button or accepting the invoiced proof of purchase in hard copy form, you are agreeing that you have fully researched the products you are interested in and that you understand what it is that you the customer have purchased. Further more, you are agreeing that you understand your rights as a customer and agree to our terms of business and of our limited time warranty exclusively without exception. You are agreeing to the understanding that **ALL SALES ARE FINAL** and **NO REFUNDS** apply to you whatsoever. It is possible that as a supplier or distributor of vinyl graphic products that you will be charged a 're-stocking fee' if the products you purchased are incorrect as to their item description, quantity, quality, or the supplier's ability to purchase the products in whole or part. No credit is ever applied to any customer unless it is agreed upon prior to the purchase with written consent, agreement and signature.

Items that are incorrect for suppliers and distributors shall be returned promptly and shipping paid for without C.O.D. for item replacement. Absolutely in no way whatsoever shall monies be returned to you the supplier/distributor, however replacement products (if even in credit) shall be administered to you the supplier/distributor and may be subject to a date of expiry.

8. **COMPANY POLICY:** It is agreed and understood that *LOST SOULS TATTOO WILL NOT* condone or hold valid any limited time warranty if a vinyl product is installed on a final destination that has automotive wax present on vehicle, aftermarket window/glass glare or de-icing products, dirt, grit, grime, residue, gasoline, oil(s), auto body repair work, bio or chemical waste, wax pencil aids, sign shop soaps, or even dish soaps, adhesive aids such as offered by vinyl roll stock distributors and suppliers, or silicone(s) or glues. It is in our opinion that all of these items not only damage but reduce the life expectancy of the product on its final destination. *LOST SOULS TATTOO* stands by the principle that these products and or items are unnecessary with the vinyl product(s) if the products purchased are applied carefully and skillfully. Any evidence of ANY OF THESE ITEMS will VOID your limited time warranty permanently and utterly.

To the supplier and or distributor: If it is your company policy to use ANY of these items mentioned above, you are agreeing to our terms that you the supplier/distributor that you are **forfeiting** your *LOST SOULS TATTOO* limited time warranty of 3 months (for you and your customer) and it is solely and utterly in your hands and responsibility to cover ANY warranty to the customer that you close a sale or contract for with or without installation, prior to, in writing to your customer with consent and prior knowledge. Absolutely in no way or event will *LOST SOULS TATTOO* be liable for any limited time warranty condition or term(s) set by you the supplier/distributor and the implied (if any) warranty is utterly in the hands of 'You' the supplier/distributor and removes *LOST SOULS TATTOO* completely from any wrong doing or affiliation with you the supplier/distributor with respect to any warranty.

9. **CARE AND MAINTENANCE:** Vinyl products are considered a temporary and not permanent aftermarket product(s) whether they are airbrushed or not. Chrome or any specialty vinyl roll stock is not covered under warranty. If you the installer install the product on a surface not covered by *LOST SOULS TATTOO's* terms (See clause 8), you the customer, distributor or installer will VOID your warranty. To wash or clean your vehicle, always hand wash your vehicle with mild detergent gently. Using detergents after installation and after the vinyl adhesive has set (8-24 hours) will not void your warranty. Pressure washers, car wash bays, or any abrasive tool used to scrub your vehicle will void your warranty. Third party abuse of care and maintenance of your vinyl product (ie. rental vehicles, courtesy cars. commercial fleets) will not be covered by warranty unless it is by an insurance claim or by circumstances out of your third party's control (ie. Getting doored in a parking lot, vandalism). Contact your sign shop supplier / manufacturer for specific terms of third party use and consent of upholding warranty.s
10. **ENTIRE AGREEMENT.** This is the entire agreement between you and *LOST SOULS TATTOO* which supersedes any prior agreement or understanding, whether written or oral, relating to the subject matter of this licensed limited time warranty agreement.

Thankyou for your patronage,

LOST SOULS TATTOO