

**WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE**

(FAR 52.246-17) (JUN 2003) – ALTERNATES IIII AND V(APR 1984)

A. Definitions.

As used in this clause - "Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract. "Supplies" means the end items furnished by the Contractor and related services required under this contract. The word does not include "data."

B. Contractor's Obligations.**(1)**

Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants the following:

(a) Wood Signs.

Unconditionally guaranteed, except for minor seasoning checks on wood products used outdoors for one-year from delivery. The wood signs will be repaired or replaced at the option of the Contractor any defects in labor or materials, and shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the items to be inspected and/or returned for correction or replacement. This warranty specifically excludes damage caused by handling, vandalism, installation by other than the Contractor, abuse, misuse or sprinkler systems. Warranty claims must be submitted in writing, and require purchaser to provide photo documentation prior to the Contractor initiating warranty action.

(b) Type III – Retro-Reflective T6500 Series High Intensity Grade Sheeting.

If within 10-years of sign fabrication the sheeting deteriorates due to natural causes to the extent that the sign fails to retain the minimum reflectivity values warranted for the 10-year period or the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal daytime or nighttime driving conditions, the sheeting will be replaced. Slight color fading, cracking chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.

(c) Type I & Type II T-2500/T-2600 Series Reflective Sheeting.

If within 10-years of sign fabrication, the sheeting deteriorates due to natural causes to the extent that the sign fails to retain the minimum reflectivity values warranted for the 10-year period or the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal daytime or nighttime driving conditions, the sheeting will be replaced. Slight color fading, cracking chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.

(d) Modulite Digital Products.

Warranted on a pro rata basis for a period of 10-years for chipping, delaminating, and fading as described. Modulite products found to be defective will be replaced subject to a use adjustment made on a pro rata basis for a maximum period of 120 months beginning with the date of shipment to the customer.

(e) Sign Panels (High Pressure Laminate).

Warranted to perform as intended for a period of 120 months from date of delivery. Product is warranted against failure from manufacturing defects, including, but not limited to delaminating, blistering, peeling, fading or any other decomposition that would negatively affect use and enjoyment of the sign panels. Upon inspection and review of any product deemed defective by the owner, panels that have failed in any way will be repaired or replaced.

(f) Porcelain Enamel Panels.

Panels are guaranteed against fading due to UV exposure for a period of 25-years from date of delivery. Panels are guaranteed to be free from defects in materials or workmanship, chipping, delaminating, rusting or deteriorating in any way, with the exception of vandalism, mishandling, or improper installation, for a period of five years from date of delivery. Any panels shown to be defective after inspection will be replaced.

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(g) Alumilite™. Alumilite™ factory-paint finish is warranted not to crack, chip, flake, or peel, and has a standard 10-year warranty. Alumilite™ is warranted not to fade more than eight NBS units over 10-years. When mounted and installed as directed by Laminators Inc., Alumalite is warranted not to delaminate (separate) at any Laminators Inc. produced glue line for a period of five years.

The Contractor offers a limited product replacement warranty, not an insurance policy. If the panels are exposed to salt spray, chemicals, or exposure to anything abnormal (i.e., acts of God), we do not warrant it.

(h) Molded Plastic Components.

Defects in product will be replaced when claims are made within 30-days after delivery.

(i) Digitally Produced Prints.

Used on vertical signs, the material is warranted for a period of four years. However, when utilized in a desert state such as Arizona, New Mexico, and the desert areas of California, Nevada, Utah, and Texas, the warranty would be 70% of the stated period, three and one-half years.

The graphics are warranted for a period of four years except in the above-listed desert areas/states where the warranty would be two and one-half years.

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2)

When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3)

Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph B(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4)

All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

C. Remedies available to the Government.

(1)

The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph B(1) of this clause within 30 days after discovery of the defect.

(2)

Within a reasonable time after the notice, the Contracting Officer may either-

- (i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph B(1) of this clause; or
- (ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

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(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer -

- a. May, for sampling purposes, group any supplies delivered under this contract;
- b. Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
- c. May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
- d. Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph B(1) of this clause, the Contracting Officer may exercise one or more of the following options:

- a. Require an equitable adjustment in the contract price for any group of supplies;
- b. Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement;
- c. Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies; and/or
- d. Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)

If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

(5)

The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(6)

The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.