

Limited Time Warranty Agreement

Kevin's Killer Graphics (KKG) – WARRANTY AND PRODUCT INFORMATION.

NOTICE TO CUSTOMERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE PRODUCT ITEM(S) PROVIDED WITH THIS AGREEMENT (THE "SIGNAGE/DECALS/AIRBRUSHING/OR ANY PRODUCT SOLD BY KKG") 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: Kevin's Killer Graphics grants you a license to install one item of product on any one destination for a licensed limited time warranty of 6 months (3 months if you install yourself or are a supplier). "You" means the company, entity or individual whose funds are used to pay for the product you purchased. "Use" means storing, installing, or displaying the 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 products designed features. This means cutting seams for doors, trunks, hoods, windows or any reasonable condition in element with any product.

This 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/distributor under a wholesale agreement or otherwise noted and agreed upon by condition on the invoice. However, you can simply inform me if it is a gift and I will add thier name to the invoice and the 'giftee' will be covered.

2. DESIGN OWNERSHIP: The product design(s) is owned and copyrighted by KKG. 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 thier creation(s) to our company KKG are safeguarded against our use of the design in any way whatsoever for vinyl or airbrushed design (fine art as well), unless by consensual agreement from both parties with signed contract. KKG will archive the design in a digital file format for a period of 3 years.

3. COPYRIGHT: The product is protected by Canadian copyright law(s) and international treaty provisions. You acknowledge that no title to the intellectual or physical property of the product is transferred to you. You further acknowledge that title and full ownership rights to the product will remain the exclusive property of KKG and you will not acquire any rights to the 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 or any other venue or method, is illegal and offenders will be prosecuted and this agreement will be used in the court of law against you.

4. NO OTHER WARRANTIES: Kevin's Killer Graphics does not warrant that these product(s) are error free against factory imperfections. It is agreed that you the purchaser of the product(s) understand that unless indicated prior to purchase on the products description page online, or in the hardcopy catalogue, that the product is 'hand airbrushed, manufactured, drawn or created' and that human limitations exclude any claims against human errors. Kevin's Killer Graphics 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 KKG 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 PRODUCTS, EVEN IF Kevin's Killer Graphics HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KKG 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 product(s) shall be submitted to the exclusive jurisdiction of the Canadian courts, save where Kevin's Killer Graphics otherwise agrees. No variation, ammendment of or addition to this license shall be effective unless Kevin's Killer Graphics's prior agreement in writing shall have been obtained.

7. CONSUMER RIGHTS: Upon accepting the invoiced proof of purchase in hardcopy form, you are agreeing that you have fully researched the products you are purchasing 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 graphic products that you will be charged a 're-stocking fee' if the products you purchased are incorrect as to thier 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 with 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 Kevin's Killer Graphics WILL NOT condone or hold valid any limited time warranty if a product is installed on a final destination that has automotive wax present on a vehicle, aftermarket window/glass glare or de-icing products, dirt, grit, grime, residue, gasoline, oil(s), bio or chemical waste, wax pencil aids, sign shop soaps, or even dish soaps, adhesive aids such as offered by vinyl rollstock distributors and suppliers, or silicone(s) or glues. It is in my opinion that all of these items not only damage and reduce the life expectancy of the product on its final destination; KKG stands by the principle that these products and or items are unnecessary with the product(s) if the products purchased are applied carefully and skillfully in accordance to the instructional PDF offered by KKG on the signs and decals page of the site www.kevinskillergraphics.ca, and is present on every page of the site in hte footer. Any evidence of ANY OF THESE ITEMS will VOID your limited time warranty permanently and utterly. Airbrushed products, design, illustration and fine art are subject to limitations as well. When the product(s) leave the hands of KKG, the company KKG is not liable or warranted to the choices employed to use, pubicly or privately show, or how the product(s) are stored.

To the supplier and or distributor: If it is your company policy to use ANY of these items mentioned above, you are agreeing to the terms that you the supplier/ditributor that you are forfeiting your Kevin's Killer Graphics limited time warranty of 3 months (for you and your customer) and it is soley 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. Absolutley in no way or event will KKG 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/dustributor and removes Kevins Killer Graphics completely from any wrong doing or affiliation with you the supplier/distributor with respect to any warranty.

9. ENTIRE AGREEMENT: This is the entire agreement (but not limited to future ammendment) between you and Kevins Killer Graphics which supercedes any prior agreement or understanding, whether written or oral or implied, relating to the subject matter of this licensed limited time warranty agreement.