



# Proactive Defense™ Mold Resistant Sealer (42-42)

# 10 Year Limited Warranty

**This Limited Warranty ("Warranty") is to:**

Builders or remodeling professionals ("Builder") of a new single family detached residence or a multi-family residence ("Residence") which has had Foster® Proactive Defense™ Mold Resistant Sealer ("Proactive Defense™") applied by a professional licensed and/or certified builder or contractor in accordance with the additional requirements of this Warranty. This Warranty goes into effect on May 1, 2008 and applies to applications that begin on or after May 1, 2008.

**H.B. Fuller Construction Products Inc. ("HBF-CP") warrants to the above stated Builder that, for the ten (10) year limited warranty period beginning on the application date, the Proactive Defense™ will resist active visible surface mold growth under normal operating building conditions when applied to a clean exposed surface in strict accordance with the material preparation and application guide located on the Proactive Defense™ product data sheet and the additional requirements of this Warranty. A current copy of the product data sheet may be obtained from HBF-CP at the address listed below or at [www.fosterproducts.com](http://www.fosterproducts.com).**

For any valid claim presented under this Warranty, HBF-CP will refund up to \$300 per gallon of Proactive Defense™ used within a single unit of a Residence, not to exceed \$6,000 total per single unit of a Residence. **This replacement remedy or refund is the sole and exclusive remedy of the Builder, or any third party, against HBF-CP.**

**Qualification.** To qualify for this Warranty, all of the following requirements must be met:

1. The substrate for application must be free of all dirt, debris, mold or other materials that will impede bonding of Proactive Defense™ to the substrate surface.
2. Proactive Defense™ must be applied at the recommended application rate following all preparation instructions on the Proactive Defense™ sealer product data sheet.
3. Proactive Defense™ must be applied by a licensed and/or certified builder or contractor in accordance with the material application guide located on the Proactive Defense™ product data sheet.
4. Proactive Defense™ is for proactive use; if there is excessive mold growth over thirty (30) continuous square feet, do not use Proactive Defense™, as this type of situation is considered remediation, and this Warranty will not apply.
5. This Warranty applies to the application of Proactive Defense™ on interior surfaces or exterior surfaces covered by cladding.
6. Builder must have this Warranty with information including application date, gallons used per residential unit, location, applicator name, and contractor license number.

**Exclusions.** This limited Warranty does not cover, and HBF-CP will have no liability for any damage or failure of the Proactive Defense™ caused by or due to any of the following:

1. Surface alterations, including painting, on the finished Proactive Defense™ sealer surface.
2. Mold growth on accumulated material or debris on the Proactive Defense™ sealer surface.
3. Mold growth on any materials not coated with Proactive Defense™.
4. Removal, replacement and/or reparations to the surfaces treated with Proactive Defense™ (42-42) made prior to notifying HBF-CP of any claim.

**Limitations.**

1. This is not a warranty or guarantee that indoor air quality or health related issues will be reduced or eliminated.
2. HBF-CP is not responsible for investigation of the initial Builder claim associated with regular maintenance, water leaks, excess moisture or construction defects.
3. This Warranty does not cover maintenance related issues, heating or ventilation system defects, indoor air quality testing, air sampling or additional construction defect claims beyond the limitations of this Warranty.

THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. HBF-CP EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH HBF-CP MAY HAVE SUGGESTED PROACTIVE DEFENSE™ SEALER FOR AN APPLICATION, IT IS THE SOLE RESPONSIBILITY OF THE BUILDER OR CONTRACTOR TO DETERMINE THE SUITABILITY OF PROACTIVE DEFENSE™ SEALER FOR THE INTENDED USE AND PURPOSE. THE BUILDER AND/OR CONTRACTOR ASSUME ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY.

THE REMEDY STATED IN THIS WARRANTY TAKES THE PLACE OF ALL OTHER REMEDIES AGAINST HBF-CP, AND IS THE ONLY REMEDY AGAINST HBF-CP AVAILABLE TO THE BUILDER, OR ANY OTHER PARTY RELATED TO THE PURCHASE AND USE OF PROACTIVE DEFENSE™ (42-42). IN NO EVENT WILL HBF-CP BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER DAMAGES) ARISING OUT OF THE SALE OR USE OF PROACTIVE DEFENSE™ OR FOR ANY USE OR MISUSE OF 42-42 SEALER, REGARDLESS OF THE LEGAL THEORY CLAIMED, WHETHER IN TORT OR OTHERWISE.

**Notification of Claim.** The Builder must notify HBF-CP in writing at 1105 South Frontenac Street, Aurora, IL 60504 to the Foster Technical Support Dept., within ten (10) days of the discovery of the alleged defect of Proactive Defense™, covered by this Warranty. The Builder must provide HBF-CP with reasonable opportunity to review and investigate the alleged defect. The Builder will provide a copy of this Warranty to HBF-CP when making a claim. The date of application and batch number(s) used for the application must be reasonably ascertainable to HBF-CP's satisfaction.

**Registration.** The Builder must completely fill out information below at the time of application. The Builder must retain this registration information in order to validate the Warranty.

Builder's Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Applicator Contractor (if different): \_\_\_\_\_ Phone: \_\_\_\_\_  
 Builder Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Address of Residence where Foster® Proactive Defense™ (42-42) was applied:  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contractor license number: \_\_\_\_\_  
 Gallons of Foster® Proactive Defense™ (42-42) used: \_\_\_\_\_  
 Date of Application: \_\_\_\_\_  
 General description of application location: \_\_\_\_\_  
 \_\_\_\_\_  
 Product Lot Number(s): \_\_\_\_\_  
 Product Purchase Location: \_\_\_\_\_  
 Date of Purchase \_\_\_\_\_



**H.B. Fuller Construction Products Inc.**  
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