Foster® 40-20
Fungicidal Protective Coating

10 Year Limited Warranty

H.B. Fuller Construction Products Inc. ("HBF-CP") warrants to a residential or commercial building owner or to a Contractor acting as agent on behalf of the Owner (collectively, the "Owner") for the ten (10) year Limited Warranty period described below, for interior applications, that the exposed surface of the Foster® 40-20 Fungicidal Protective Coating ("40-20 coating") will remain free of visible surface mold growth when applied in strict accordance with material preparation and application guidelines located on the 40-20 coating product data sheet and the additional requirements of this Warranty. The Owner should obtain a current copy of this data sheet by contacting HBF-CP at the address listed below. In addition, this Limited Warranty will apply only when the 40-20 coating is applied by a professional licensed and/or certified contractor in accordance with the additional requirements of this Limited Warranty.

For any valid claim presented under this Limited Warranty, HBF-CP will, at its option (i) provide enough additional 40-20 coating to recoat the non-conforming material, or (ii) refund the original cost of the 40-20 coating, excluding the labor costs for 40-20 coating application. **This replacement remedy or refund is the sole and exclusive remedy of the Owner, 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 40-20 coating to the substrate surface.
2. The substrate must be dry and cleaned to ensure a proper bond of 40-20 coating to the substrate. If mold or mildew contamination exists on the substrate, it must be cleaned free of the contaminant prior to 40-20 coating application.
3. All surfaces must first be prepared or primed (where applicable) as recommended on the 40-20 coating application guidelines found on the product data sheet obtained from HBF-CP.
4. The 40-20 coating must be applied at the recommended application rate of 80 square feet per gallon, according to the application guidelines. For this Limited Warranty to apply, the dry film thickness of the applied 40-20 coating must be at least 10 mils (0.010") at any point and over all areas of the substrate.

Exclusions. This Limited Warranty does not cover, and HBF-CP will have no liability for, any damage or failure of the 40-20 coating caused by, or due to, any of the following:

1. Lightning, earthquake, windstorm, hurricane, tornado, hail, fire, flood or other major natural events or acts of nature.
2. Settlement, movement, warpage, distortion, or any other failure of the substrate to which the 40-20 coating is applied.
3. Cracks, breaks or openings in the substrate to which the 40-20 coating is applied.
4. Surface alterations, including painting, on the finished 40-20 coating surface. Tinting of the 40-20 coating.
5. Penetration, vandalism, damage, water pipe rupture or attack caused by third parties or by any foreign objects or agents, including but not limited to rocks, chemicals, or animals.
6. Discoloration, changes in visual appearance, or surface dirt accumulation.
7. Mold growth on material or debris that has accumulated on the 40-20 coating surface.
8. Application of the 40-20 coating at coverage rates greater than the recommended rate for the specific substrate, or thinning of the 40-20 coating.
9. Applications in industrial or commercial manufacturing and processing facilities or exposed surfaces that are subjected to continually high moisture levels and/or exposed surfaces that are subjected to routine maintenance such as cleaning and scrubbing of the coating surface.

Warranty Claims. For a claim to be considered valid by HBF-CP, the following conditions must be met: The Owner must notify HBF-CP within ten (10) days of the discovery of the alleged defect in the 40-20 coating covered by this Limited Warranty. Owner must provide HBF-CP with a reasonable opportunity to review and investigate the alleged defect. Owner will use best efforts to retain and provide a copy of this Limited Warranty to HBF-CP when making a Limited Warranty claim. The date of application and batch number(s) used for the application must be reasonably ascertainable to HBF-CP's satisfaction.

Warranty Disclaimer. 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 THE 40-20 COATING FOR AN APPLICATION, IT IS THE SOLE RESPONSIBILITY OF THE OWNER OR OWNER'S CONTRACTOR TO DETERMINE THE SUITABILITY OF THE MATERIAL FOR THE INTENDED USE AND PURPOSE. THE OWNER OR OWNER'S CONTRACTOR RETAIN THE SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY OF THE MATERIAL FOR ITS INTENDED USE AND PURPOSE, AND ASSUME ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. The remedy stated in this Limited Warranty takes the place of all other remedies against HBF-CP, and is the only remedy against HBF-CP available to Owner or to any other party related to the purchase and use of 40-20 coating. 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 THE 40-20 COATING, OR FOR ANY USE OR MISUSE OF THE 40-20 COATING, REGARDLESS OF THE LEGAL THEORY CLAIMED, WHETHER IN TORT OR OTHERWISE.

Complete Agreement. This Limited Warranty completely replaces and supersedes any prior and/or written warranties, agreements or representations relative to the 40-20 coating or to the application of 40-20 coating. No one other than a general manager of HBF-CP is authorized to change this Limited Warranty or any of its provisions.

The Owner or Owner's Contractor should completely fill out information below at the time of application. The Owner or Contractor should retain this registration information.

Building Owner's Name: _____ Phone: _____

Applicator Contractor (if different): _____ Phone: _____

Contractor's Address: _____

City: _____ State: _____ Zip: _____

Address of Building where Foster® 40-20 Fungicidal Protective Coating was applied:

Street Address: _____

City: _____ State: _____ Zip: _____

Contractor license number: _____

Gallons of Foster® 40-20 Fungicidal Protective Coating used: _____

Date of Application: _____

General description of application location: _____

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