

FOSTER® 40-51™ Mold Resistant Coating

5 Year Limited Warranty

Specialty Construction Brands Inc. (SCB) warrants to a residential or commercial building owner ("Owner"), or to a Contractor acting on behalf the Owner, for the 5 year Limited Warranty period described below, for interior applications, the exposed surface of the Foster® 40-51™ Mold Resistant Coating will remain free of visible surface mold growth when applied in strict accordance with material preparation and application guidelines located on the 40-51 coating product data sheet. A current copy of this data sheet may be obtained from SCB at the address listed below.

For any valid claim presented under this Warranty, SCB will (i) provide enough additional coating to recoat the non-conforming material, or (ii) at the option of SCB, refund the original cost of the coating, excluding the labor costs for coating application. **This replacement remedy or refund is the sole and exclusive remedy of the Owner, or any third party, against SCB.**

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

1. The substrate must be dry and cleaned to ensure a proper bond of 40-51 coating to the substrate. If mold or mildew contamination exists on the substrate, it must be cleaned free of the contaminant prior to application
2. All surfaces must first be prepared as recommended on the 40-51 coating application guide.
3. The 40-51 coating must be applied at the recommended application rate for the surface to be coated as defined on the product data sheet. Typical coverage rate is of 250- 450 square feet per gallon. For this Limited Warranty to apply, the 40-51 coating must be evenly applied to the surface maintaining a minimum dry film thickness in accordance with the product data sheet at any point and over all areas of the substrate.

Exclusions. This Limited Warranty does not cover, and SCB will have no liability for, any damage or failure of the 40-51 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.
3. Cracks, breaks or openings in the substrate to which the 40-51 coating is applied.
4. Surface alterations, including painting, on the finished 40-51 coating surface. Tinting of the 40-51 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 accumulated on the 40-51 coating surface.

8. Application of the 40-51 coating at coverage rates greater than the recommended rate for the specific substrate, or thinning of the 40-51 coating. A uniform dry film over all areas of the substrate must exist for warranty coverage to apply.
9. Applications in industrial or commercial manufacturing and processing facilities on exposed surfaces subject to continually high moisture levels and/or routine maintenance such as cleaning and scrubbing of the coating surface.

Warranty Claims. For a claim to be considered valid by SCB, the following conditions must be met:

The Owner must notify SCB within 10 days of the discovery of the alleged defect in the 40-51 coating covered by this Limited Warranty. Owner will provide SCB with a reasonable opportunity to review and investigate the alleged defect. Owner will use best efforts to retain and provide a copy of this warranty to SCB when making a warranty claim. The date of application and batch number(s) used for the application must be reasonably ascertainable to SCB's satisfaction.

Warranty Disclaimed. THIS LIMITED WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SCB EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH SCB MAY HAVE SUGGESTED THE 40-51 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 SCB, and is the only remedy against SCB available to Owner or to any other party related to the purchase and use of 40-51 coating. IN NO EVENT WILL SCB 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 40-51 COATING, OR FOR ANY USE OR MISUSE OF THE OF 40-51 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 Foster® 40-51™ coating or to the application of 40-51 coating. No one other than a general manager of SCB is authorized to change this Limited Warranty or any of its provisions.

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

Building Owner's Name: _____ Phone: _____

Applicator Contractor (if different): _____ Phone: _____

Contractor's Address: _____

City: _____ State: _____ Zip: _____

Address of Building where Foster® 40-51™ Mold Resistant Coating was applied:

Street Address: _____

City: _____ State: _____ Zip: _____

Contractor license number: _____

Gallons of Foster® 40-51™ Mold Resistant Coating used: _____

Date of Application: _____

General description of application location: _____

Product Lot Number(s): _____

Product Purchase Location: _____

Date of Purchase _____



Specialty Construction Brands, Inc.

601 West Campus Drive, Suite C7

Arlington Heights, IL 60004

Phone 800-231-9541

www.fosterproducts.com