



10-YEAR LIMITED WARRANTY

SurfaceShield® and SurfaceShield® Plus Mold Preventative Coating



Legend Brands warrants that the clean, visible, dry film of the SurfaceShield/SurfaceShield Plus will remain free of mold growth under normal building operating conditions when SurfaceShield/SurfaceShield Plus has been applied in strict accordance with Legend Brands' written preparation and application instructions and guidelines. The following additional terms and conditions apply to this limited warranty:

This limited warranty is extended only to the original purchaser of the SurfaceShield/SurfaceShield Plus and to anybody who applies the SurfaceShield/SurfaceShield Plus under a written agreement with the original purchaser of the SurfaceShield/SurfaceShield Plus.

The duration of this warranty is ten (10) years from the date of purchase of the SurfaceShield/SurfaceShield Plus by the original purchaser.

This limited warranty does not apply to any mold or other damages caused by any of the following:

- The failure to apply SurfaceShield/SurfaceShield Plus in strict accordance with Legend Brands' written preparation and application instructions and guidelines.
- The failure to ensure that the surface and surrounding environment remain clean and within the range of 11%–30% moisture content during application of the SurfaceShield/SurfaceShield Plus.
- Application of SurfaceShield/SurfaceShield Plus to a surface or material which is not at a temperature above freezing (32°F/0°C) at the time of application.
- The failure to properly apply SurfaceShield/SurfaceShield Plus to a clean and sound surface which is free of all foreign matter that could prevent proper penetration at the time of application, including but not limited to wood that is clear of all paint, coatings, and residues, with no dry-rot, pre-existing damage or compromised conditions.
- Abuse, damage, penetration, or alteration to the coated surface(s) by physical or chemical means including covering or coating over the coated surface.
- Building settling and any breaches or breaks in the substrate.
- Dirt, debris or other accumulated matter on the surface or substrate.
- Cracks, voids, breaks or gaps in the coated surface.
- Hurricane, flood, fire, tornado, earthquake, wind, lightning, or any other act of nature or uncontrollable force.
- Any other application or environmental conditions beyond Legend Brands' control.
- Application or disposal of SurfaceShield/SurfaceShield Plus in a manner that is not consistent with an applicable building code or law.

To make a claim under this limited warranty, contact Legend Brands by calling 800-932-3030, or send a written notice of the claim to 15180 Josh Wilson Rd, Burlington, WA 98233. Notice of a claim must be provided within ten (10) days of the discovery of the condition giving rise to the claim. Legend Brands must be provided a reasonable opportunity to investigate any claim. The following documents and information must be provided for any claim: (a) receipt or other proof of purchase of the SurfaceShield/SurfaceShield Plus involved in the claim; (b) a copy of any agreement for application of the SurfaceShield/SurfaceShield Plus involved in the claim; (c) a description of the job involved in the claim including the amount of SurfaceShield/SurfaceShield Plus applied, the type of surface(s) to which it was applied, the amount of square footage which was coated, and the environmental conditions existing at the time of application and for twenty-four (24) hours thereafter.

UNDER THIS LIMITED WARRANTY, THE OBLIGATION OF LEGEND BRANDS IS LIMITED TO REPLACEMENT OF THE PRODUCT OR, AT THE SOLE OPTION OF LEGEND BRANDS, REFUND OF THE ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT. LEGEND BRANDS WILL HAVE NO OTHER OBLIGATION AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR COSEQUENTIAL DAMAGES, DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, PERSONAL INJURY, LOST PROFITS, OR ANY OTHER DAMAGES ARISING OUT OF THE SALE OR USE OF SURFACE SHEILD PLUS, REGARDLESS OF THE LEGAL THEORY CLAIMED.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED AND STATUTORY. LEGEND BRANDS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF LEGEND BRANDS SUGGESTS THE PRODUCT'S USE FOR A PARTICULAR PURPOSE.

THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND POSSIBLE ADDITIONAL LEGAL RIGHTS WHICH MAY VARY FROM STATE TO STATE DEPENDING ON APPLICABLE STATE LAW.