

10-YEAR LIMITED WARRANTY

AfterShock[®]

Fungicidal Coating

Fiberlock Technologies, Inc. warrants to the Owner that, for a minimum of ten (10) years from the date that the product is applied, the clean, visible surface of the dry film of AfterShock will remain free of mold growth under normal building operating conditions, and when applied in strict accordance with all surface preparation and application instructions as outlined in the official Product Data Sheet and on the product label. The warranty described below, expressed or implied, is including but not limited to the implied warranties of salability and fitness for a particular purpose. Owner or Owner's Contractor shall determine the suitability of AfterShock's use, and assume any and all risks and liabilities which may arise in connection with the application of AfterShock.

This warranty is extended only to the Owner, and does not apply to any damages caused by any of the following conditions:

- Hurricane, flood, fire, tornado, earthquake, wind, lighting, or any other act of nature or uncontrollable force;
- The failure to properly apply AfterShock to a clean, dry and sound surface, free of all foreign matter that could prevent proper adhesion, and dry at the time of application;
- The failure to apply AfterShock during non-freezing temperatures;
- The failure to apply the product in strict accordance with Fiberlock's written preparation and application instructions and guidelines;
- The failure to maintain the dry film after application, ensuring the surface and surrounding environment remains clean and dry;
- Abuse, damage, penetration or alteration to the treated surfaces by physical or chemical means including covering or coating over the dry film;
- Water damage from pipe and/or drain breaks and leaks, roof leaks, window leaks, door leaks, siding damage or defect, flooding, ice damming, ambient relative humidity, or any other source of moisture intrusion due to building defect or design;
- Building settling, and breaches or breaks in the dry film caused thereby;
- Existing mold growth, including growth on or in building materials;
- Mold growth developing behind the dry film, including growth in building materials;
- Mold growth on dirt, debris and/or other accumulated matter on the surface of the dry film;
- Mold growth in cracks, voids, breaks and gaps in the dry film;
- Mold growth in cracks, voids, joint seams, or other gaps in the substrate to which the product is applied;
- Mold growth on any surfaces other than the visible surface of the dry film;
- Any other conditions beyond Fiberlock Technologies' control;

Fiberlock Technologies' sole and only liability under this warranty shall be, at its option, either to replace the product if proved defective or refund the purchase price paid. This warranty does not cover the cost of labor to repair any damage caused by a defect or product failure, or cost of labor to apply replacement product. Fiberlock Technologies shall not be held liable for any incidental damages, or for any consequential damages to property, or any losses of revenue which may have been caused by a defect or product failure. The owner must notify Fiberlock at 150 Dascomb Road, Andover, Massachusetts 01810 (978-623-9987) within ten (10) days to advise of any suspected manufacturing defects in the AfterShock product covered by this limited warranty. Owner will allow Fiberlock reasonable opportunity to investigate any alleged defect. Detailed application information and batch numbers for the AfterShock used on the individual project are required for Fiberlock to investigate to Fiberlock's satisfaction any claim made.

THIS LIMITED WARRANTY SUPERSEDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. FIBERLOCK EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF FIBERLOCK SUGGESTS ITS' USE FOR THAT PARTICULAR PURPOSE. THE OWNER OR OWNER'S CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF USE FOR A PARTICULAR PURPOSE, AND ASSUMES ANY AND ALL RISK AND LIABILITY REGARDING SUCH SUITABILITY. FIBERLOCK WILL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES TO PROPERTY, PERSONAL INJURY, LOST PROFITS, OR ANY OTHER DAMAGES, ARISING OUT OF THE SALE OR USE OF AFTERSHOCK, OR IMPROPER SALE OR USE OF AFTERSHOCK, REGARDLESS OF LEGAL THEORY CLAIMED, WHETHER IN TORT OR OTHERWISE. THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS AND POSSIBLE ADDITIONAL RIGHTS WHICH MAY VARY FROM STATE TO STATE.

This limited warranty replaces and supercedes any prior written or verbal warranties, agreements or representations regarding AfterShock and its sale and use. This warranty can not be changed other than by an officer of Fiberlock Technologies, Inc.



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