



GLIDDEN PROFESSIONAL™ FORTIS® 450
PROFESSIONAL PAINTER-APPLIED
Lifetime Limited Warranty

Home Owner Name: \_\_\_\_\_ Home Address: \_\_\_\_\_

Initial Application Date: \_\_\_\_\_

Glidden Professional Fortis Products Used: \_\_\_\_\_

Akzo Nobel Paints LLC dba Glidden Professional Paint Center ("AKZONOBEL"), provides this Lifetime Limited Warranty ("Warranty") exclusively to the below named HOMEOWNER(s). For the period that the below listed homeowner owns and resides in the listed property, from the Initial Application Date, as indicated below, to the vertical surfaces painted with the Fortis 450 product ("Product") will not peel, flake, excessively chalk or blister due to defective Product under ordinary wear when the Product is applied by the Professional Painting Contractor ("CONTRACTOR") named below in accordance with AkzoNobel label and product data sheet instructions and written job specifications, upon and subject to the terms of this warranty (hereinafter, "Warranted Conditions").

A notice of claim under this Warranty must be promptly given, in writing to AkzoNobel (within 60 days after any Warranted Condition has occurred) to place of purchase. This notice must contain a copy of this Warranty and copies of paid Contractor invoices showing the above warranted application to the named homeowner's address. If, after inspection, AkzoNobel has determined a Warranted Condition has occurred, AkzoNobel will supply free of charge, replacement product (not necessarily the Product originally used, but of equal or greater value) per AkzoNobel specifications, in a quantity sufficient to re-coat the areas affected by a Warranted Condition. AkzoNobel's liability under this Warranty is limited to supplying re-coating products in containers, and does not extend to labor or the cost of labor to prepare surfaces or to repaint the affected areas. The remaining warranty period will continue in effect and apply to the re-coat products provided by AkzoNobel upon the terms of this Warranty.

This Warranty does not apply to damages to or failure of the Products caused by:

- 1. Structural defects, or defects in the construction of the residence, failures or settlement; improper drainage, standing water; or condensation or moisture in, through or around walls, substrate, copings, structure or surrounding area; or failure of the substrate or prior paint system;
2. Natural disaster or Acts of God; i.e., windstorm, hail, floods, hurricane, tornado or earthquake; or fire, explosion, chemicals, fumes or vapors; pollution or abnormal weather conditions or changes in the exposure environment, or any other condition which is beyond the control of AkzoNobel;
3. Damage to the Home or its contents; excessive heat or cold; contaminants; physical or mechanical damage to the coatings, or vandalism;
4. Homeowner applied Products; claim of any tenant or other owner of the Home; use of products other than Product listed above; matters outside the Warranted Conditions;
5. Discoloration, fading or color fastness; or mildew;
6. Inadequate surface or substrate preparation or condition; any omission or negligence of Contractor (applicator), homeowner or third party.

AkzoNobel is not responsible for the selection, performance or acceptance of the Contractor or its work. Additionally, any visit by AkzoNobel's employees does not constitute an inspection, approval or supervision of the Contractor, or acceptance of surface preparation, application, or building integrity. If the Products were not applied in accordance with AkzoNobel's instructions on the label and product data sheet, the responsibilities of Akzo Nobel under this warranty are null and void.

Repainting of the areas affected by a Warranted Condition shall be performed by using recommended preparation and finishing practices and material. AkzoNobel will select all replacement Products. The Contractor and the Homeowner are solely responsible for the preparation, removal, repainting, and other work concerning the use of the replacement or re-coat Products under this Warranty.

Time periods referred to are of the essence of this Agreement. This Warranty is extended to the Homeowner listed below for as long as he/she owns the Home, covers only Products applied to the Home by the Contractor, is not transferable and

may not be assigned, and may not be modified unless in writing, signed by an authorized representative of AkzoNobel.

This Warranty is applicable only to single-family residences.

THIS WARRANTY IS THE EXCLUSIVE WARRANTY AND REMEDY PROVIDED BY AKZONOBEL. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ARE EXCLUDED. AKZONOBEL SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND ALL LIABILITY FOR NEGLIGENCE AND STRICT PRODUCTS LIABILITY ARE HEREBY WAIVED AND DISCLAIMED. Some states do not allow the exclusion of consequential damages, so the above exclusion may not apply to you. This warranty gives you specific rights; you may also have others that vary from state to state.

AkzoNobel's obligations under this Warranty will not be effective unless it is fully completed and signed by an authorized AkzoNobel representative. Failure to pay for the Products will invalidate this Warranty. This is the entire agreement between AkzoNobel and the Homeowner.

AKZONOBEL PAINTS LLC dba Glidden Professional Paint Center:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Store #: \_\_\_\_\_

HOMEOWNER(S):

Signature(s): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Date: \_\_\_\_\_

PROFESSIONAL PAINTING CONTRACTOR

Contractor's Name: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_

Contractor's Phone #: \_\_\_\_\_

Date: \_\_\_\_\_