



# Design FX™ Design Inspired Stain Proof Grout Limited Lifetime Warranty



## LIMITED LIFETIME WARRANTY

H.B. Fuller Construction Products Inc. ("HBF-CP") warrants, to the owner ("Owner") of the premises in which the product ("Product") listed below is applied, that, for the period specified below, the Product will be free from substantial manufacturing defects and will not break down or deteriorate under normal use, provided that the Product was properly applied within its applicable shelf life and in accordance with HBF-CP's written guidelines, Product Data Sheets and Specifications found at [tecspecialty.com](http://tecspecialty.com) in effect on the date of its application and consistent with all applicable building codes and industry standards and guidelines, including the TCNA Handbook when applicable, and procedures for professional application to the extent they are consistent with HBF-CP's written guidelines and specifications.

## TEC® DESIGN FX™ LIMITED LIFETIME WARRANTY.

TEC® Design FX™ ready to use grout ("Grout") will resist cracking in up to ¼" grout joints, color fading and most common household stains. This warranty does not cover general wear and tear of the Grout, and does not eliminate the need for routine maintenance and cleaning of the Grout. This Limited Warranty is nontransferable. In the event of a stain on the Grout, HBF-CP will provide the recommended procedure for removing the stain. If the stain is not resolved, or in the event of color fading or cracking of Grout, HBF-CP will, at its option, provide replacement Grout or refund the purchase price. HBF-CP is not responsible for structural failure or workmanship not in accordance with its manufacturer's instructions and the applicable industry standards. HBF-CP is not responsible for normal wear and tear resulting from usage.

This warranty applies when the following conditions are met:

1. TEC® Design FX™ ready to use grout has been installed according to HBF-CP's manufacturer instructions as provided on packaging;
2. any cracking of Grout is not due to substrate movement or failure;
3. any stain, color fading or cracking of the Grout is reported in writing to HBF-CP (C/O Technical Support Department, 1105 S. Frontenac Street, Aurora, IL 60504) or the seller within fifteen (15) days of the incident causing the Grout stain, color fading or cracking;
4. the Purchaser of the TEC® Design FX™ ready to use grout provides to HBF-CP detailed information about the type of Grout stain;
5. the Purchaser provides information to HBF-CP sufficient to determine the approximate length in inches of Grout stain, color fading, or cracking;
6. the Purchaser provides to HBF-CP written proof of purchase, such as a store receipt.

## EXCLUSIVE REMEDIES

HBF-CP will, at its option and expense, for each Product warranty claim that it determines to be valid, replace the Product or refund the amount Owner paid for the defective Product.

The duration of the warranty on any replacement Product will not exceed the balance of the warranty remaining on the Product that was replaced as of the date of such replacement.

## WARRANTY CLAIM PROCEDURE

In order to qualify for the remedies described above, the Owner must notify HBF-CP, in writing, before the expiration of the warranty period described above and provide proof of purchase of the Product which is alleged to be defective, regarding the discovery of the alleged defect in the Product covered by the foregoing warranty. Owner must provide HBF-CP a reasonable opportunity to review and investigate the alleged defect. Owner must send or fax written claims to:

H.B. Fuller Construction Products Inc.  
1105 South Frontenac Street  
Aurora, IL 60504-6451  
Attn: Technical Support  
Fax: 630-952-1235

## EXCLUSIONS AND DISCLAIMER OF WARRANTIES

The foregoing warranty does not cover damage or other harm from routine maintenance or cleaning, any defects, damage or other harm that is not the result of the acts or omissions of HBF-CP, or that arise to any extent or in any way from (i) the failure of Owner or Product applicator to follow any applicable instructions of HBF-CP or other manufacturers, if any, (ii) the abuse, misuse or modification of the Product, (iii) structural failure or workmanship not in accordance with HBF-CP's instructions and applicable industry standards, (iv) normal wear and tear resulting from usage, (v) installations with improper substrate preparation, sewer backup, acts of God, excessive or low relative humidity, (vi) any surface not installed in accordance with the manufacturer's recommendations including, but not limited to, temperature, relative humidity, and proper maintenance or (vii) any surface not installed in accordance with the manufacturer's most recent published literature including, but not limited to, expansion space, jobsite temperature, relative humidity and air flow requirements.

ALTHOUGH HBF-CP MAY HAVE SUGGESTED THE PRODUCT OR DEVELOPED THE PRODUCT AT THE REQUEST OF THE OWNER OR THE PRODUCT APPLICATOR, OWNER AND APPLICATOR ARE SOLELY RESPONSIBLE FOR TESTING AND DETERMINING THE SUITABILITY OF THE PRODUCT FOR THE INTENDED USE AND PURPOSE, AND OWNER AND APPLICATOR ASSUME ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY. THE FOREGOING WARRANTY IS IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY GRANTED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY GRANTED ABOVE. SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO OWNER.

## LIMITATION OF REMEDIES AND DAMAGES

EXCEPT AS OTHERWISE PROVIDED HEREIN, THE REMEDIES STATED ABOVE ARE OWNER'S SOLE AND EXCLUSIVE REMEDIES AGAINST HBF-CP.

ANY EFFORTS BY HBF-CP BEYOND THE OBLIGATIONS PROVIDED FOR HEREIN, WILL NOT IN ANY WAY CHANGE THE LIMITATION OF REMEDIES AND DAMAGES STATED IN THIS WARRANTY OR EXTEND OR CHANGE THIS WARRANTY.

## LIMITATION OF LIABILITY

IN NO EVENT WILL HBF-CP'S LIABILITY UNDER THIS WARRANTY EXCEED THE AMOUNT PAID BY OWNER FOR THE DEFECTIVE PRODUCT BEING REPLACED. THIS LIMITATION APPLIES REGARDLESS OF WHETHER HBF-CP'S LIABILITY ARISES FROM BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR TORT.

## DISCLAIMER OF DAMAGES

HBF-CP IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SALE, PURCHASE OR USE OF THE PRODUCT, BREACH OF WARRANTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, WHETHER OR NOT ARISING FROM DELAY DURING INSPECTION OR REMEDY OF PRODUCT FOR ALLEGED DEFECT UNDER PRODUCT WARRANTY REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE OF HBF-CP AND REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) ASSERTED TO MAKE A CLAIM. SOME STATES/PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO OWNER.

### NONTRANSFERABLE WARRANTY

This warranty is not transferable and confers no rights or remedies on any third parties, whether as third party beneficiaries or otherwise.

### COMPLETE AGREEMENT

This warranty completely replaces and supersedes any prior oral or written warranties, agreements or representations of H.B. Fuller Construction Products Inc. ("HBF-CP") regarding the Product or its application. Only an officer or general manager of HBF-CP may change this warranty. **This warranty applies to all applications of the Product that occur after February 1, 2014.**

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