



INSTALLATION INSTRUCTIONS

LOW ODOR DRY ERASE PAINT 2-PART

IMPORTANT: Read, understand, and follow all safety precautions outlined in the MSDS prior to application. Do not exceed recommended coverage. Store product to achieve room temperature of 65°-80°F 24 hours before using. Product life is 2-3 years in original-state sealed container. Color stability or gloss may be affected by environmental conditions such as high humidity, temperatures, direct sunlight during cure time, cured room exposure or chemical exposure. Exposure to lighting such as sodium vapor lights or UV sunlight may cause color variations. For indoor use only. For outdoor, or UV exposed areas, use our 1-PART dry erase paint.

- 1) PREP:** Mark off edges with low-adhesion tape. Cover any areas that might incur unintended coating. Lightly sand with 120 grit sandpaper to remove any peaks and wipe with a clean, dry cloth to remove all dust, oil and any other foreign contaminants. Heavy texturing or porosity will require additional sanding. Prep to a smooth finish for optimal results. A primer is recommended when painting new drywall or changing a surface color. Be sure the primer is properly cured prior to application of WriteyBoard Paint.
- 2) MIX:** Completely stir each component separately then pour *entire* contents of Part B and Part A into paint tray. Thoroughly stir the two components together, without trapping air, for approximately 4-5 minutes. Allow to set for 2 minutes, stir once more, then dispense mixed product into container (metal, or plastic #1 or #5 tray/bucket). For less coverage mix equal parts of Part A with Part B into a separate container.
- 3) POT LIFE:** Product will progressively thicken once mixed. Pot life is approximately 40-45 minutes in a depth of 1 inch or greater. Use new applicator brushes, rollers, and pan liners (for best results) per each kit. Mixing more than one 50 Square Feet kit at a time is NOT recommended. For larger installs, marking off 50 Square Foot increments is recommended.
- 4) APPLY:** Product should be applied with mohair high quality zero-lint 1/4 inch nap roller, or a high-density foam roller. Be sure to de-lint roller by dabbing with scotch tape. Slowly roll paint roller into well of tray. Lift roller out of well and place it at the top of the rake (part of tray that allows you to roll off excess paint on a paint roller). Roll it back and forth on rake to distribute the paint on the roller evenly until roller no longer drips. Apply one total coat to the spread rate coverage; applying one thin layer first over the desired area, then a second layer without exceeding square footage as stated on container (50 Sq. Ft). Evenly cover the entire surface avoiding skipped or thinly applied areas. Thoroughly dispense all product from applicator prior to re-dipping in tray to maximize coverage. Apply a coat that will not result in runs or drips, also taking into consideration product loss due to relative absorbency of the surface. Use caution not to overwork product. Apply and cure in 65°-80° F with relative humidity between 60-90%. Allow air flow while keeping from moisture for 72 hours. Maintain temperatures and air conditions within the recommended ranges during the application and curing process. Too thin of an application may result in reduced performance. Too thick of a coat or application to a damp and/or uncured substrate may cause product failure. Test for compatibility before coating entire surface. When using a substrate or finish other than those listed, apply a test area to determine suitability and compatibility.
- 5) RECOATING (OPTIONAL):** Additional coats may be required on non-smooth or porous surfaces* OR when applying White over a dark color. Recoat if desired when the product becomes dry to the touch and will not lift onto applicator. Feather onto existing surrounding area if covering a repair area.
- 6) CLEANUP:** Use soap and water to clean wet product utensils or discard dried product utensils per state and local regulations. Can use traditional cleaners designed for epoxy paints (ketone solvents).
- 7) WAIT:** Keep product free of contact for 3 days after installation before using dry erase markers.
- 8) WRITE:** Begin use of Dry Erase Markers, Low-odor Dry Erase Markers and Crayon Dry Erase Markers 3 days after the surface is dry to the touch. Performance will continue to improve for the following two weeks while the curing process is completed.
- 9) ERASE:** Remove dry erase markers, dry erase crayons and wax crayons with a typical dry erase eraser, micro-fiber cloth or paper towel. For heavier markings (Regular dry erase markers, Sharpie™ permanent markers & Spray Paint) wet with isopropyl alcohol and wipe with a dry paper towel/cloth. To remove unknown residue, use Goof-off™ aerosol spray cleaner; allow 7 days after dry erase surface installation before using Goof-off™. Some cleaners may affect the transparency or color, so test non-listed cleaners in a small inconspicuous area. Test markers in an inconspicuous area to reduce the use of defective or questionable markers.

***APPLICATION ON CONCRETE:** Apply over correct hydrostatic pressure dry concrete (test: completely tape a 4'x4' plastic sheet over all edges to the substrate. Coating can be applied if the area under the plastic sheet remains dry after 24 hours). For a thicker total coating over concrete (5-10 mils dry) mechanical scarification or acid etching until a suitable profile is achieved. For a total coating over 10 mils dry, use a fine brush blast (shot blast). Apply in 50°-90° with relative humidity between 60-90%. Allow air flow while keeping from moisture for 72 hours.



MATERIAL SAFETY DATA SHEET

WRITEYBOARD DRY ERASE PAINT PART A

SECTION 1 - PRODUCT & COMPANY IDENTIFICATION

PRODUCT NAME: WRITEYBOARD LOW ODOR WHITE DRY ERASE PAINT; 2-PART

SYNOMYNS: 2-PART DRY ERASE PAINT WHITE PART A, LOW-ODOR/VOC DRY ERASE PAINT PART A, PART A EPOXY, DRY ERASE PAINT PART A, EPOXY COMPOUND

CHEMICAL FAMILY: COATING EPOXY RESIN

HMIS HAZARD RATING:

HEALTH:	2	Moderate
FIRE:	1	Slight
REACTIVITY:	0	Minimal

U.S. DOT Shipping Name: NOT REGULATED
U.S. DOT HAZARD CLASS: N/A
I.D. NUMBER: N/A
PACKING GROUP: N/A

PREPARED BY: Josh Jennings

DATA SHEET PREPARED: 03/27/2013

EMERGENCY INFORMATION

CHEMTREC
USA & CANADA: 1 800-424-9300
OUTSIDE: +1 703-527-3887

COMPANY INFORMATION

WRITEY BOARD COMPANY
5030 PARKWAY CALABASAS
CALABASAS, CA, 91302, USA
P (818) 223-9117
F (877) 773-4952
E HELP@WRITEYBOARDS.COM

SECTION 2 - COMPOSITION / INFORMATION ON INGREDIENTS

INGREDIENT	WT. %	CAS #	TLV
Reaction product of epichlorohydrin & bisphenol A	70-90%	25085-99-8	None Established
Trimethylol Propane Triglycidyl Glycidyl Ether	15-25%	30499-70-8	None Established
Proprietary Pigments (If colored)	20-40%	Proprietary	
Proprietary	< 8%	Proprietary	

SECTION 3 - PHYSICAL / CHEMICAL CHARACTERISTICS

Boiling Range: > 400 ° F
Specific Gravity (Water = 1): 1.17
Vapor Density (Air =1): Heavier than Air
Solubility in Water: Not Soluble
Evaporation Rate (N-Butyl Acetate = 1): Not Determined
Appearance: White, black or clear Liquid
Odor: Light odor

SECTION 4 - FIRE-FIGHTING MEASURES

Flash Point: > 200 ° F
Flammability Limits (% in air): Lower & Upper: Not determined

Fire and Explosion Hazards: None determined.

Extinguishing Media: Use CO2 or dry chemical for small fires, alcohol-type aqueous film-forming foam or water spray for large fires. Water may be ineffective but should be used to cool fire-exposed structures and vessels.

Special Firefighting Procedures: If potential for exposure to vapors or products of combustion exists, wear complete personal protective equipment, including self-contained breathing apparatus with full face piece operated in pressuredemand or other positive-pressure mode.

Special Firefighting Procedures: May form toxic materials; carbon dioxide and carbon monoxide, various hydrocarbons, etc.

SECTION 5 - HEALTH HAZARDS & FIRST AID

Route of Exposure - Inhalation: None known unless heated to high temperature.

First Aid - Inhalation: Remove victim to fresh air. If victim exhibits difficulty breathing, administer oxygen. If breathing stops, administer CPR and get immediate medical attention.

Route of Exposure - Skin: May be moderately irritating to the skin. Risk of sensitization or allergic reactions among sensitive individuals.

First Aid - Skin: Flush skin with soap and water while removing contaminated clothing and shoes. If irritation occurs, get medical attention. Do not reuse clothing or shoes until cleaned or discard when dried.

Route of Exposure - Eyes: May be severely irritating to the eyes.



MATERIAL SAFETY DATA SHEET

WRITEYBOARD DRY ERASE PAINT PART A

First Aid – Eyes: Flush eyes with large quantities of water for at least 15 minutes with eyelids held open. Remove contact lenses. Get medical attention.

Route of Exposure – Ingestion: Irritating. May cause nausea, stomach pain and vomiting.

First Aid – Ingestion: If swallowed, DO NOT INDUCE VOMITING. If vomiting occurs spontaneously, keep head below hips to prevent breathing vomit into lungs. Call a physician immediately.

SECTION 6 – REACTIVITY DATA

Stability: Stable.

Incompatible Materials: Oxidizing materials, acids and bases.

Conditions to Avoid: Avoid storing at elevated temperatures.

Hazardous Polymerization: Will not occur.

SECTION 7 – SPILL, LEAK, & DISPOSAL MEASURES

STEPS TO BE TAKEN IN THE EVENT OF SPILLS, LEAKS, OR RELEASES: Eliminate ignition sources. Avoid eye or skin contact. Place leaking containers in well-ventilated area with spill containment. If fire potential exists, blanket spill with alcohol-type aqueous film-forming foam or use water spray to disperse vapors. Contain spill to facilitate clean-up. Clean-up methods may include absorbent materials, vacuum truck, etc. Avoid runoff into storm sewers and ditches, which lead to natural waterways.

WASTE DISPOSAL METHOD: Dispose of in accordance with all Local, State and Federal Regulations.

SECTION 8 – SPECIAL PROTECTION INFORMATION

Ventilation: Local exhaust: Recommended when appropriate to control employee exposure. Mechanical (general): Not recommended as the sole means of controlling employee exposure.

Eye Protection: Chemical safety goggles or face shield. Do not wear contacts.

Skin Protection: Avoid prolonged or repeated contact with skin. Wear chemical-resistant gloves and other clothing as required to minimize contact. Wear face mask to avoid product entering mouth or nose.

Respiratory Protection: Avoid prolonged or repeated breathing of vapors. If exposure may or does exceed occupational exposure limits, use a NIOSH-approved respirator to prevent overexposure.

SECTION 9 – SPECIAL PRECAUTIONS; STORAGE & HANDLING

Store in a 65–80 degree F, well-ventilated area. Keep away from heat, sparks and flame. Keep containers closed when not in use. Always open containers slowly to allow any excess pressure to vent. Use only DOT-approved containers. Use spark-resistant tools. When transferring, follow proper grounding procedures. Use with adequate ventilation. Avoid breathing vapor. Avoid contact with eyes, skin and clothing. Wash thoroughly with soap and water after handling. Decontaminate soiled clothing thoroughly before re-use. Discard contaminated leather clothing.

Avoid all skin contact. Avoid breathing vapors. Reseal partially used containers. Keep containers closed. Properly label all containers. Wash with soap and water before eating, drinking, smoking, using toilet facilities, and being in contact with others and items. Observe conditions of good industrial hygiene and safe working practices.

Other Precautions:
Mixed Materials contain the hazards of all the components, therefore, read and understand the MSDS and product information of all components to become familiar with all hazards prior to using this product.

SECTION 10 – DISCLAIMER

DISCLAIMER: The information herein is presented in good faith and believed to be correct as of the date hereof. However, the manufacturers, distributors, wholesalers and retailers make no representation as to the completeness and accuracy thereof. Test for compatibility before use. Users must make their own determination as to the suitability of the product for their purposes prior to use. No representations or warranties, either express or implied, of merchantability, fitness for a particular purpose or of any other nature with respect to the product or to the information herein is made hereunder. The manufacturers, distributors, wholesalers and retailers shall in no event be responsible for any damages of whatsoever nature, financial or otherwise, directly or indirectly resulting from product use or the publication or use of or reliance upon information contained herein. Use of the product is agreement to stated conditions and disclaimers. Maximum seller's liability exposure is seller's replacement of contract purchases or refund of item dollar amount; seller's discretion. Products will not be reverse engineered. Buyer, installer, user indemnifies the manufacturer, seller and all agents from damages and harm resulting in losses that include but not limited to: revenue, use, misuse, handling, and installation of the above. State of California in United States of America jurisdiction and courts. All amounts are in United States dollars.



MATERIAL SAFETY DATA SHEET

WRITEYBOARD DRY ERASE PAINT 2-PART WATER-BASED PART B

SECTION 1 - PRODUCT & COMPANY IDENTIFICATION

PRODUCT NAME: WRITEYBOARD LOW ODOR DRY ERASE PAINT; 2-PART

SYNOMYNS: 2-Part Dry Erase Part B, Low-odor/voc Dry Erase Paint Part B, Dry Erase Paint Part B Hardener, Dry Erase Paint Part B

PRODUCT USE: PART A OF TWO COMPONENT DRY ERASE COATING

CHEMICAL FAMILY: COATING

HMIS HAZARD RATING:

HEALTH:	3	Serious
FIRE:	1	Least
REACTIVITY:	1	Least

U.S. DOT Shipping Name: Corrosive liquid, N.O.S.(Isophoronediamine, Cresol)

U.S. DOT HAZARD CLASS: 8(6.1)

I.D. NUMBER: UN2922

PACKING GROUP: PGIII

PREPARED BY: Josh Jennings

DATA SHEET PREPARED: 03/26/2013

EMERGENCY INFORMATION

CHEMTREC
USA & CANADA: 1 800-424-9300
OUTSIDE: +1 703-527-3887

COMPANY INFORMATION

WHITEY BOARD COMPANY
5030 PARKWAY CALABASAS
CALABASAS, CA, 91302, USA
P (818) 223-9117
F (877) 773-4952
E HELP@WRITEYBOARDS.COM

SECTION 2 - COMPOSITION / INFORMATION ON INGREDIENTS

INGREDIENT	WT. %	CAS #	TLV
Polyamine Epoxy Resin Adduct	10-30%	Proprietary	N/A
Titanium Dioxide	20-40%	2855-13-2	N/A
Benzyl Alcohol	25-50%	100-51-6	10 PPM
Cresol	< 3%	1319-77-3	5 PPM
Proprietary	< 18%	Proprietary	N/A

This chemical is not subject to the reporting requirements of Section 313 of S.A.R.A Title III

SECTION 3 - PHYSICAL / CHEMICAL CHARACTERISTICS

Boiling Range: No Data Available

Specific Gravity (Water = 1): 1.01

Vapor Density (Air =1): >1

Solubility in Water: Slight

Evaporation Rate: < 1

Appearance: Clear to Cloudy Amber Liquid / Transparent when dry with Part B Transparent

Odor: Slight Amine Odor

SECTION 4 - FIRE-FIGHTING MEASURES

Flash Point: > 200 ° F

Flammability Limits (% in air): Lower & Upper: Not determined

Fire and Explosion Hazards: None determined.

Extinguishing Media: Use CO2 or dry chemical for small fires, alcohol-type aqueous film-forming foam or water spray for large fires. Water may be ineffective but should be used to cool fire-exposed structures and vessels.

Special Firefighting Procedures: Prevent human exposure to fire, fumes, smoke, and products of combustion. Evacuate non-essential personnel. Firefighters should wear full face, self-contained breathing apparatus and impervious protective clothing. Use water to cool containers exposed to fire. Do not use a direct stream of water as it may cause foaming.

Unusual Fire & Explosion Hazards: Vapor is heavier than air and can travel considerable distance to a source of ignition and flashback.

Hazardous Decomposition Products: May form toxic materials; carbon dioxide and carbon monoxide, nitrogen oxides.

SECTION 5 - HEALTH HAZARDS & FIRST AID

Route of Exposure - Inhalation: In high concentrations, vapors may irritate the throat and respiratory system causing coughing.

First Aid - Inhalation: Remove victim to fresh air, keep warm and at rest. If victim exhibits difficulty breathing, administer oxygen.

Route of Exposure - Skin: Caustic effect on the skin; may cause skin sensitization.

First Aid - Skin: Flush skin with soap and water while removing contaminated clothing and shoes. If irritation occurs, get medical attention. Do not reuse clothing or shoes until cleaned. Discard leather items.



MATERIAL SAFETY DATA SHEET

WRITEYBOARD DRY ERASE PAINT 2-PART WATER-BASED PART B

Route of Exposure - Eyes: Corrosive to the eyes; may cause severe damage including blindness.

First Aid - Eyes: Flush eyes immediately with large quantities of water for at least 15 minutes with eyelids held open. Get medical attention.

Route of Exposure - Ingestion: Harmful if swallowed; may have a strong caustic effect on the mouth and throat; may cause perforation of the esophagus and stomach.

First Aid - Ingestion: If swallowed, DO NOT INDUCE VOMITING. If swallowed drink 1 or 2 glasses of clean water and obtain immediate medical attention.

SECTION 6 - REACTIVITY DATA

Stability: Stable.

Incompatible Materials: Acids, oxidizing agents, epoxies, isocyanates.

Conditions to Avoid: Heat; sources of ignition.

Hazardous Polymerization: Will not occur.

SECTION 7 - SPILL, LEAK, & DISPOSAL MEASURES

STEPS TO BE TAKEN IN THE EVENT OF SPILLS, LEAKS, OR RELEASES: Evacuate non-essential personnel, eliminate ignition sources, and wear protective equipment. Shut off source of leak only if safe to do so. Contain spill. Place leaking containers in well-ventilated area with spill containment. If fire potential exists, blanket spill with alcohol-type aqueous film-forming foam or use water spray to disperse vapors. Contain spill to facilitate clean-up. Clean-up methods may include absorbent materials, vacuum truck, etc. Avoid runoff into storm sewers and ditches which lead to natural waterways. Recover free product. Avoid runoff to ground water, surface waters, and sewers. If required, notify state and local authorities.

WASTE DISPOSAL METHOD: Dispose of in accordance with all Local, State and Federal Regulations.

SECTION 8 - SPECIAL PROTECTION INFORMATION

Ventilation: Adequate ventilation is required to minimize exposure or to maintain exposure levels below OSHA/ACGIH requirements. Local mechanical ventilation may be required.

Eye Protection: Chemical safety goggles or face shield. Always wear eye protection when working with chemicals. Do not wear contact lenses when working with chemicals.

Skin Protection: Keep away from skin. Wear clean body covering clothing, impervious gloves and rubber boots. Wear face mask to avoid product entering mouth or nose

Respiratory Protection: If workplace exposure limit(s) of product or any component is exceeded, or if exposure may occur, use a NIOSH approved respirator for your conditions of exposure. Refer to the most recent NIOSH publications concerning chemical hazards, or consult your safety equipment with supplier. Respiratory protection programs must be in compliance with OSHA requirements in 29 CFR 1910.134. .

SECTION 9 - SPECIAL PRECAUTIONS; STORAGE & HANDLING

Store in a 65–80 degrees F, well-ventilated area. Keep away from heat, sparks and flame. Keep containers closed when not in use. Always open containers slowly to allow any excess pressure to vent. Use only DOT-approved containers. Use spark-resistant tools. When transferring, follow proper grounding procedures. Use with adequate ventilation. Avoid breathing vapor. Avoid contact with eyes, skin and clothing. Wash thoroughly with soap and water after handling. Decontaminate soiled clothing thoroughly before re-use. Discard contaminated leather clothing.

Avoid breathing vapors. Reseal partially used containers. Keep containers closed when not dispensing. Properly label all containers. Wash with soap and water before eating, drinking, smoking, using toilet facilities, and being in contact with others and items. Observe conditions of good industrial hygiene and safe working practices.

Other Precautions:

Mixed materials contain the hazards of all the components, therefore, read and understand the MSDS and product information of all components to become familiar with all hazards prior to using this product.

SECTION 10 - DISCLAIMER

DISCLAIMER: The information herein is presented in good faith and believed to be correct as of the date hereof. However, the manufacturers, distributors, wholesalers and retailers make no representation as to the completeness and accuracy thereof. Test for compatibility before use. Users must make their own determination as to the suitability of the product for their purposes prior to use. No representations or warranties, either express or implied, of merchantability, fitness for a particular purpose or of any other nature with respect to the product or to the information herein is made hereunder. The manufacturers, distributors, wholesalers and retailers shall in no event be responsible for any damages of whatsoever nature, financial or otherwise, directly or indirectly resulting from product use or the publication or use of or reliance upon information contained herein. Use of the product is agreement to stated conditions and disclaimers. Maximum seller's liability exposure is seller's replacement of contract purchases or refund of item dollar amount; seller's discretion. Products will not be reverse engineered. Buyer, installer, user indemnifies the manufacturer, seller and all agents from damages and harm resulting in losses that include but not limited to: revenue, use, misuse, handling, and installation of the above. State of California in United States of America jurisdiction and courts. All amounts are in United States dollars.



CLEAR . WHITE. BLACK; LOW ORDER DRY ERASE PAINT ; 2 PART

DISCLAIMER

DISCLAIMER: The information Contained herein is based on the data available and is believed to be accurate; however, the manufacturer makes no warranty expressed or implied regarding the accuracy of this data or the results obtained from the use thereof.

Accordingly, we assume no responsibility for injury from the use of this product.

These terms and conditions are a legal agreement between you (either an individual or an entity on whose behalf you are acting) ("Buyer") and Whitey Board Company, with offices at 5030 Parkway Calabasas, Calabasas, California, 91302, establishing terms and conditions under which Buyer purchases Whitey Board Company and related products ("Products") directly from Whitey Board Company or its distributors or otherwise. BEFORE YOU OPEN THE CAN OF WHITEY BOARD COMPANY PRODUCT INCLUDED IN THIS PACKAGE, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY OPENING, ANY CAN OF WHITEY BOARD COMPANY PRODUCT; YOU (AS BUYER) ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO AGREE TO THESE TERMS ON BEHALF OF BUYER, IF YOU (ON BEHALF OF BUYER) DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT OPEN THE CAN. IF YOU DO NOT AGREE TO THESE RESTRICTIONS, YOU MAY RETURN THIS PRODUCT, SO LONG AS IT IS UNOPENED, FOR A FULL REFUND, EXCLUDING SHIPPING COSTS, TO AN ADDRESS PROVIDED BY THE PARTY THAT SOLD THIS PRODUCT TO YOU. IF YOU DO NOT HAVE THAT ADDRESS, CONTACT THAT SELLING PARTY AND THEY WILL PROVIDE IT TO YOU.

Unless otherwise expressly agreed in writing, Buyer's use of distribution of the products is subject exclusively to the following terms and conditions:

1. General. This agreement contains all the terms and conditions governing the Buyer's purchase of Products from Whitey Board Company.

Any additional terms or conditions (preprinted or otherwise) proposed by Buyer shall not become a part of this agreement, unless signed by Whitey Board Company. Terms or conditions contained in Buyer's purchase order or other form contained in Buyer's purchase order or other form containing terms and conditions shall have no force or effect. We warrant that our products are manufactured to strict quality assurance specifications and that the information supplied by us is accurate to the best of our knowledge. Such information supplied about our products is not a representation or a warranty. Test to determine the suitability of the product for each surface, usage rate and volume.

Listed physical properties are typical and should not be construed as specifications.

2. Price and Payment. The price(s) for the Products will be those you have separately paid or agreed to pay for the Products.

3. Limited Warranty. A. Limited Warranty. Whitey Board Company products are warranted for ten (10) years from shipment by Whitey Board Company not to crack or peel; to resist staining and yellowing and to show no appreciable fade when used with the appropriate dry erase markers and when properly installed, cleaned and maintained in conformance with the installation instructions provided by Whitey Board Company. The limited warranties set forth herein apply only to the original Buyer of the Product from Whitey Board Company, may be acted upon only by such Buyer, and may not be assigned, sold or transferred to any third party. The limited warranties herein shall not apply to (i) any Product that has not been applied to a surface within six months of delivery by

Whitey Board Company or has been altered by any person or entity other than personnel of Whitey Board Company,

(ii) any Product that has been subjected to abuse, misuse, damage, neglect, or accident beyond Whitey Board Company published limitations for the Product or other causes external to the Product (including, without limitation, environmental conditions),

(iii) any defects caused by the materials on the surface to which the Products is applied, other than those specified in this warranty, or

(iv) any non-conformities or defects disclosed by Buyer to Whitey Board Company with respect to a Product after the expiration of the applicable warranty period for such Product. **B. Remedies.** Buyer's sole and exclusive remedy and Whitey Board Company sole and exclusive liability for a breach of this use of its commercially reasonable efforts to replace the non-conforming Product. If Whitey Board Company

is unable, after reasonable efforts, to replace such nonconforming Products, Whitey Board Company, may, at its sole discretion, elect to refund to Buyer of an amount not to exceed the actual payments received by Whitey Board Company for such non-conforming Product.

Buyer shall return any remaining quantities of non-conforming Product to Whitey Board Company if requested by Whitey Board Company.

C. Disclaimers. THE LIMITED WARRANTY SET FORTH HEREIN IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) WITH RESPECT TO THE PRODUCT, THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCT, SERVICES RELATED THERETO OR THE USE OR RESULTS OF THE PRODUCT.

4. Limitation of Liability. A. No Indirect Damages. IN NO EVENT SHALL WHITEY BOARD COMPANY (OR ITS SUPPLIERS OR LICENSORS) BE LIABLE TO BUYER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS OR LOSS OF USE DAMAGES, ARISING OUT OF THE PRODUCTS, MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCTS, SERVICES RELATED THERETO OR THE USE OR RESULTS OF THE PRODUCTS, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WHITEY BOARD COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. **B. Limited Direct Damages.** WHITEY BOARD COMPANY (AND ITS SUPPLIERS' AND LICENSORS') LIABILITY ARISING OUT OF PRODUCTS, THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCTS, SERVICES RELATED THERETO OR THE USE OF RESULTS OF THE PRODUCTS, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE APPLICABLE PURCHASE PRICE PAID BY BUYER FOR THE APPLICABLE PRODUCT. **C. Use of Results at Buyer's Risk.** BUYER ASSUMES SOLE AND EXCLUSIVE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR DAMAGES OF BUYER OR ANY THIRD PARTY ARISING FROM USE OF THE PRODUCT.

5. No Reverse Engineering. Buyer agrees that it will not, directly or indirectly, alter or remove, and shall abide by, any patent, trademark, copyright, trade secret, proprietary or other notices contained on the Product containers. Buyer agrees to hold in confidence the Product prior to their uses and not to disclose or make available in any form the same, except to Buyer's employees and agents. The Buyer shall not disassemble, decompile or reverse engineer or otherwise derive the components of the Products, shall not permit others to do so. **6. Resale.** Subject to the terms and conditions of this Agreement, Buyer shall have the right to resell or transfer the Product to any third party (an "End User"), provided that

(A) Buyer makes such sale pursuant to binding terms and conditions no less protective of Whitey Board Company and the Product than Sections 3, 4, 5, this Section 6 (with respect to further resale's) and 7, (B) Buyer makes no representation or warranty on behalf of Whitey Board Company,

(C) Buyer fairly and accurately represents the Product at all times only in accordance with the express statements in Whitey Board Company written documentation, and (D) Buyer ensures that all Product documentation and all applicable warning are delivered to each and every End User of the Product. **7. Miscellaneous.** This Agreement constitutes the entire agreement between Buyer and Whitey Board Company with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral agreements, understandings and undertakings with respect to the matter hereof; provided that any payment obligations of Buyer and any written express warranty of Whitey Board Company shall continue to the extent effective regardless of this Agreement. Modifications to this Agreement may be made only in writing, signed by an authorized corporate officer of Whitey Board Company. The waiver of any term or condition or any breach thereof shall not affect any other term or condition of this Agreement. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of California, excluding: (i) its conflicts of laws principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; (iii) the 1974 Convention on the Limitation Period in the International Sale of

Goods; and (iv) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Buyer shall not assign this Agreement without Whitey Board Company prior written consent. Termination of this Agreement will not relieve Buyer of any payment obligations.

Sections 2, 3, 4, 5, 6 and 7 shall survive this termination of this Agreement. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of any authority having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall remain in full force and effect. Whitey Board Company shall not be liable for failure to perform any of its obligations hereunder by reason that are beyond its reasonable control, including, without limitation, fire, flood, earthquake, interruptions in supply, other natural disaster, war embargo, riot or acts of terrorism.