



ANABEC
SOLUTIONS

Post Remediation Warranty

This warranty is provided by:

Presented to:

Manufacturer: Anabec Solutions Inc. 470 Crescent Street Jamestown, NY 14701 716-759-1674 info@anabec.com	&	Qualified Contractor (Name, Address, Phone): Owner (Name, Address, Phone):
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Warranty Duration

This warranty extends for the period ending thirty years from the date of application of Anabec's Advanced Cleaning Solution Plus and Anabec's X70 or X90 by an Anabec Qualified Contractor.

What is covered?

The Anabec Advanced Cleaning Solution Plus and Anabec's X70 or X90, when applied by a Qualified Contractor using Anabec's guidelines are effective in the cleaning and protection of unfinished building material surfaces against a broad spectrum of mold and mildew. If mold re-growth does occur on these treated surfaces, Anabec Solutions Inc. (and/or the Contractor) reserves the right to investigate the root cause to determine if the warranty claim is valid. Investigation of the claim may include an inspection of the property, collection of samples and/or testing of building materials. If a claim is deemed valid, Anabec Solutions Inc., at its discretion, will work with the Qualified Contractor to retreat with the Anabec System products or replace the affected surfaces.

Property Owner Obligations

The Anabec products are not an alternative to good housekeeping and maintenance practices and it is the property owner's obligation to insure there are no pipe leaks, high humidity levels, moisture intrusion, etc. The owner's obligations are:

- The Owner will maintain treated surfaces in accordance with general good housekeeping and insure treated areas are kept dry.
- The Owner is responsible for making immediate repairs when necessary to stop water intrusion in treated areas, interior areas, and roof or exterior walls to stop any moisture intrusion. Failure to recognize and repair such conditions will render the warranty void.
- The Owner shall always maintain environmental control of the indoor air by ensuring a consistent relative humidity of 65% or below and sufficient ventilation in all indoor spaces. Shutting down the HVAC system for any extended period of time has adverse effects on the indoor building materials and will render the warranty void.
- Any claims of the terms of this warranty must be made immediately with verbal communication and in writing directly to Anabec Solutions Inc. and the Anabec Qualified Contractor within 7 days of discovery of any mold re-growth on the surface.

Anabec Qualified Contractor Obligations

- Anabec's Advanced Cleaning Solution Plus and Anabec's X70 or X90 must be applied according to Anabec's Remediation Warranty Instructions and industry accepted standards for mold remediation.
- Anabec Trained Technicians must be used for all applications of the Anabec products.
- Competitive brand products cannot be used or mixed with Anabec System Products.
- The material on which Anabec Products are to be applied must be structurally sound and compatible with the Anabec products.
- Quantitative pre and post application surface testing must be performed for all mold remediation projects according to the requirements listed on page 5 of this warranty form and can also be found in the Anabec General Instructions.
- Submit the completed Warranty Paperwork to Anabec Solutions Inc. within **3 weeks** of project completion.
- The Contractor will maintain the insurance coverage to include at a minimum; \$1 million in General Liability Insurance and list Anabec, Inc. as the Certificate Holder and as an Additional Insured on a primary and non-contributory basis. The additional insured endorsement will also include ongoing and completed operations. A current accord insurance certificate with the required coverage must be on file at Anabec's corporate office at the time the warranty work is being performed.
- Upon notification of a warranty claim, the Contractor will investigate the claim as soon as reasonably possible and share all findings with Anabec Solutions Inc.

Transferability

Upon change in ownership, it is the responsibility of the new property owner to contact Anabec Solutions Inc. within 30 days of the final closing date, to start the transfer process. At this time, Anabec will contact the Qualified Contractor for a complete re-inspection of the building and perform new surface testing. The contractor reserves the right to charge an appropriate fee for this service. If everything is in order, the warranty will be transferred into the new owner's name and will cover the remaining years of the original warranty that was signed by Anabec Solutions Inc.

What isn't Covered

If any of the following conditions are determined to be present or to have been present since the initial treatment or during the application of the Anabec products, Anabec solutions Inc. will consider the claim invalid.

- Failure of building integrity, in turn allowing ongoing water intrusion problem(s) or allowing the building materials to be exposed to the elements.
- Failure to properly maintain a conditioned indoor environment.
- Structural modification, repair, removal, or replacement of treated areas.
- Evidence of flooding, storm damage or other uncontrollable acts of God.
- Use of competitive products applied to the areas that were previously treated by Anabec Systems products.

TERMS OF AGREEMENT

- a) *Reservation. Anabec Solutions Inc reserves the right to refuse to issue a warranty due to: structural problems with the property, environmental conditions within the property, incomplete warranty paperwork, poor laboratory test results or any reason deemed appropriate.*
- b) *Health. Indoor air environmental quality is highly complex and effected by many factors. Each individual has different sensitivities to pollutants, pollutant levels or environmental conditions. Individuals with pre-existing allergic conditions, respiratory problems or other symptoms should always consult a competent physician or allergist. Anabec, Inc. cannot and does not warrant against individual health problems.*
- c) *Liability. Liability under this agreement will be terminated if Anabec Solutions Inc. is prevented from fulfilling its responsibilities under this warranty due to reason of delay(s) in transportation, shortages of fuel, and/or materials strikes, embargo's, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other act of God or circumstances or cause beyond the control of Anabec Solutions Inc.*
- d) *Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between Anabec Solutions Inc. and the owner and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by all parties.*
- e) *No Waiver. The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.*
- f) *Governing Law. This Agreement shall be construed and enforced according to the laws of the State of New York and any dispute under this Agreement must be brought in this venue and no other.*
- g) *Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.*

X

Owners Representative Signature	Name, Title	Date
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X

Contractor Authorized Signature	Name, Title	Date
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X

Anabec Authorized Signature	Name, Title	Date
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WARRANTY IS NOT VALID UNLESS SIGNED BY OWNER, CONTRACTOR AND ANABEC SOLUTIONS INC.

PROJECT CHECKLIST

Project Information

Project Supervisor _____

Site Owner Name _____

Anabec Trained Technician(s) onsite:

Street Address _____
Street Address _____
City, State, Zip _____
Dates of Work _____

Property

Describe the property (i.e.: Commercial, Residential, age of structure, type of HVAC System; basement, slab, crawlspace; wood, block or metal construction etc.)

Problem

Describe the problem leading to the moisture intrusion and the remedy being done. If more than one area, please list them individually.

Was there an inspection performed to diagnose the problem? YES (If yes, please attach a copy) NO

Remediation

Describe affected area(s), rooms involved, and the total square footage being treated in each area:

What were site conditions prior to applying Anabec products?

Weather conditions _____

Outside Temperature _____ Outside RH _____

Inside Temperature _____ Inside RH _____

What were the moisture levels of the different building materials prior to applying Anabec products?

Plywood / OSB _____

Drywall _____

Framing Lumber _____

Block / Concrete _____

Other _____

Amount of Anabec Product used & lot numbers (lot numbers can be found on the lower left side of label xxxxx-xxxxxx):

Advanced Cleaning Solution Plus: _____

X70 or X90: _____

Photo Documentation (please print copies of all photos and attach labeled copies to this document)

Pre-remediation photo documentation: (please include a photo of the structure from the outside)

Locations Description: _____

Photographed by: _____ *Date Photographed:* _____

Post-remediation photo documentation:

Locations Description: _____

Photographed by: _____ Date Photographed: _____

Testing Requirement

Anabec Solutions Inc. requires quantitative testing before (pre) and after (post) remediation activities using the surface lift techniques for all mold remediation projects. These tests shall be collected from the most visibly contaminated areas accessible by the sampler. A minimum of three surface lift tape tests should be taken per containment area or 1,000 square feet of floor space. For projects over 1,000 square feet of floor space an additional 1 sample per 1,000 square feet is required. Pre and post samples should be taken at the same specific site with very little variance. Suggested areas to test include: Each discreet room treated: the ceiling, wall, and carpet/floor. Attic spaces: roof decking, rafters. Basements: sub-flooring, joists, and foundation walls. Post testing shall be performed 48 hours after completion of remediation activities.

Anabec promotes that an independent environmental consultant takes the surface samples, however, in the interest of time and expense, often the owner deems it acceptable for the contractor to collect these samples. If this is the case, we ask the owner to sign below acknowledging their acceptance of the contractor collecting the samples for purpose of warranty issuance:

X

Owners Representative Signature

Name, Title

Date

Sampling (please attach all laboratory testing, including completed Chain of Custody to this document)

Pre-Remediation Quantitative Lift Tape Testing: (minimum of 3 for ≤1000 SF)

Locations: _____

Collected by: _____ Date Collected: _____

Shipped to Lab: _____

Post-Remediation Quantitative Lift Tape Testing: (minimum of 3 for ≤1000 SF)

Locations: _____

Collected by: _____ Date Collected: _____

Shipped to Lab: _____

Was any other testing performed at the property? YES (If yes please attach a copy) NO

Project Supervisor Signature:

The Contractor Project Supervisor (an Anabec Trained Technician) is responsible for overseeing the remediation and the proper application of the Anabec System Products at the worksite. We ask the Project Supervisor to sign below, attesting to following standard industry practices for the remediation of mold, Anabec's Training Guidelines and the product(s) General Instructions provided by Anabec Solutions Inc.

X

Contractor Project Supervisor

Name, Title

Date