



## Post Remediation Warranty

This warranty is provided by:

Presented to:

<b>Manufacturer:</b> Anabec, Inc. 9393 Main Street, Clarence, NY 14031 716-759-1674 info@anabec.com	<b>Qualified Contractor (Contractor):</b>  &	<b>Owner:</b>  
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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 and Anabec's X-70 Plus by an Anabec Qualified Contractor.

### What is covered?

The Anabec Advanced Cleaning Solution and Anabec X-70 Plus, 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, 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, Inc., at its discretion, will work with the Qualified Contractor to retreat with Anabec System products or replace the affected surfaces. Anabec will provide products for the re-treatment or repair of the affected areas and the contractor will cover labor costs. The owner is under no financial obligation.

### 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 at all times 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, Inc. and the Anabec Qualified Contractor within 7 days of discovery of any mold re-growth on the surface.

### Anabec Qualified Contractor Obligations

- Anabec Advanced Cleaning Solution and Anabec X-70 Plus must be applied according to Anabec's General 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 project according to the requirements in the General Instructions.
- Submit the completed Warranty Paperwork to Anabec, Inc. within **3 weeks** of project completion.
- The Contractor will maintain the insurance coverage throughout the duration of the project to include at a minimum of \$1 million in General and \$1 million in Pollution Liability with a mold rider. Proof of this insurance must be on file at Anabec's corporate office.
- Upon notification of a warranty claim the Contractor will investigate the claim as soon as reasonably possible and share all findings with Anabec, Inc.

### Transferability

Upon change in ownership it is the responsibility of the new property owner to contact Anabec, Inc. Anabec, Inc. will either contact the Environmental Consultant involved in the project or contact the **Anabec Qualified Contractor** for a complete re-inspection of the building and new surface testing. We reserve the right to charge an appropriate fee for this service. The warranty will cover the remaining years of the original warranty signed by Anabec, 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 during the investigation phase or remediation phase of the project Anabec, Inc. will consider the claim invalid.

- Failure of building integrity allowing water intrusion or 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.

**TERMS OF AGREEMENT**

- a) *Reservation. Anabec, 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, 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, Inc.*
- d) *Entirety of Agreement. The terms and conditions set forth herein constitute the entire agreement between Anabec, 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 of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.*

**X**

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Owners Representative Signature	Name, Title	Date
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**X**

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Contractor Authorized Signature	Name, Title	Date
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**X**

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

PROJECT CHECKLIST

**Project Information**

Project Supervisor \_\_\_\_\_

Site Name \_\_\_\_\_

Anabec Trained Technician(s) onsite:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Dates of Work \_\_\_\_\_

**Property**

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

**Problem**

Describe problem leading to moisture intrusion and the remedy

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

**Remediation**

Describe affected area(s), rooms involved and total square footage treated:

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:

Advanced Cleaning Solution: \_\_\_\_\_

X-70 Plus: \_\_\_\_\_

***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, 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 1000 square feet of floor space. For projects over 1000 square feet of floor space an additional 1 sample per 1000 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: 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 take 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**

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Owners Representative Signature	Name, Title	Date
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**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 / NO (If yes please attach a copy)

**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 General Instructions provided by Anabec, Inc.

**X**

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Contractor Project Supervisor	Name, Title	Date
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