



New Construction 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):
--	--	--------------------------------------

Warranty Duration

This warranty extends for the period ending fifty years from the date of application of Anabec's NewBuild 50 by an Anabec Qualified Contractor.

What is covered?

The Anabec product, NewBuild 50, when applied by a Qualified Contractor using Anabec's guidelines is effective in the protection of unfinished building materials against a broad spectrum of mold and mildew. If mold 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 Solution 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 Solution Inc. and the Anabec Qualified Contractor within 7 days of discovery of any mold growth on the surface.

Anabec Qualified Contractor Obligations

- Anabec's NewBuild 50 must be applied according to Anabec's General Instructions.
- Any evidence of mold growth on the new / untreated building material must be spot cleaned using Anabec's Advanced Cleaning Solution Plus.
- 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 surface testing must be performed for all mold prevention projects according to the requirements listed on page 4 of this warranty form and can also be found in the Anabec General Instructions.
- Submit the completed Warranty Paperwork to Anabec Solution 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 Solution 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 Solution Inc.

Transferability

Upon change in ownership, it is the responsibility of the new property owner to contact Anabec Solution 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 Solution 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 Solution 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 Solutions 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 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

X

Application

Describe areas and rooms involved and total square footage being treated:

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: _____

NewBuild 50 _____

Testing Requirement

Anabec, Inc. requires quantitative testing before (pre) the application of NewBuild 50 using the surface lift technique. A minimum of one sample shall be collected from each of the different building materials being treated. A minimum of three surface lift tape tests should be taken per 10,000 square feet of floor space. For projects over 10,000 square feet of floor space an additional 1 sample per 5,000 square feet is required. Suggested materials to be tested include: plywood, OSB, framing lumber, drywall, brick, block, and concrete.

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-Application Quantitative Lift Tape Testing: (minimum of 3 for ≤10,000 SF)

Material Sampled: _____

Collected by: _____ Date Collected: _____

Shipped to Lab: _____

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

Post-application photo documentation: (please include a photo of the structure from the outside)

Locations Description: _____

Photographed by: _____ Date Photographed: _____

ANABEC SOLUTIONS INC.
New Construction Warranty
Project Supervisor Signature:

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

X

Contractor Project Supervisor

Name, Title

Date