



**MICROBE
GUARD**

**25 YEAR LIMITED WARRANTY
NEW CONSTRUCTION ONLY**

1. **WARRANTY:** Microbe Guard™ Inc, hereinafter known as MGI, warrants to customer as per the attached Exhibit A, that the surfaces treated with MGI's EPA Registered Antimicrobial(s) by an MGI Certified Applicator will not incur microbial decay resulting from the failure of MGI's Antimicrobial(s) during the 25 year warranty period.
2. **WARRANTY COVERAGE:** Subject to all the terms and conditions of this Warranty, MGI's sole responsibility will be limited to the replacement or repair, at MGI's discretion and in accordance with State building codes, of all surfaces treated with MGI's Antimicrobial(s) that have suffered microbial decay resulting from the failure of MGI's Antimicrobial(s) during the 25 year warranty period. MGI will exercise its' professional judgment and shall have the sole option to select the best method by which to remedy or repair the affected area within a reasonable time.
3. **WARRANTY REGISTRATION FORM:** The warranty registration form shall consist of builder information, treated property information, and MGI certified applicator information. The warranty registration form shall be attached as Exhibit A of this warranty, and must accompany this warranty in order for the warranty to be valid. The customer shall be defined as the builder until such time as the property depicted on Exhibit A is sold to the property owner. Thereafter the customer shall be defined as the property owner.
4. **CLAIM NOTIFICATION:** Upon the Customer becoming aware of any event of water damage, water leak(s) or microbial growth involving any surfaces treated with MGI's Antimicrobial(s), Customer must report, in writing, such event by submitting a properly completed Claim Form to MGI by either facsimile transmission (763-493-0090) or at www.microbeguardinc.com/claim within 72 hours of first becoming aware of such event. Upon notification, MGI or its authorized representatives will promptly investigate the claim to determine MGI's obligations under this Warranty. MGI will promptly notify Customer by certified mail of findings, and MGI's action plan for the resolution of the claim. Furthermore, the Customer must take all reasonable action requested by MGI to mitigate any further damage to treated surfaces.
5. **WARRANTY EXCLUSIONS AND LIMITATIONS - THIS WARRANTY DOES NOT COVER AND MGI WILL NOT BE RESPONSIBLE FOR ANY OF THE FOLLOWING:**
 - A. MGI DOES NOT WARRANTY INDOOR AIR QUALITY.
 - B. A REPORTABLE EVENT OR CLAIM NOT SUBMITTED IN COMPLIANCE WITH SECTION 4.
 - C. MISUSE, NEGLIGENCE, CONSEQUENTIAL OR INCIDENTAL DAMAGES.
 - D. ACTS OF GOD, INCLUDING FLOOD, FIRE, TORNADOES, OR OTHER VIOLENT STORMS OF CASUALTY.
6. **DISPUTES AND SEVERABILITY:** Customer and MGI specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the State of Minnesota administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereby. If any part of this warranty shall be determined to be invalid, then such portion shall be deemed severed from this warranty and the remaining terms, exclusions and limitations shall apply.
7. **LEGAL PROTECTION:** In the event that litigation is brought against the builder, resulting from the failure of MGI's Antimicrobial(s) on the property as per the attached Exhibit A, then MGI shall defend the builder or settle the lawsuit on the builder's behalf. MGI shall incur all costs associated with the legal representation. In the rare event that a judgment is entered for the plaintiff, MGI shall pay the cost of such legal settlement.
8. **EXCLUSIVE WARRANTY:** THIS WARRANTY IS THE ONLY WARRANTY MADE TO CUSTOMER. MGI MAKES NO OTHER WARRANTY TO CUSTOMER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. **DURATION AND TRANSFERABILITY:** This Warranty is only valid during the Warranty Period. This Warranty covers the structure and is transferable to any subsequent owner of said structure.
10. **APPLICABLE LAW:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty is approved by: _____

Authorized Microbe Guard, Inc. Signature

Date