



**MICROBE  
GUARD**

## 10 Year Limited Warranty

- 1. WARRANTY:** Microbe Guard Inc, hereinafter known as MGI, warrants to the Property Owner that the surfaces treated with MGI's Antimicrobial(s) by an MGI Certified Applicator as incorporated on reverse side herein will not incur microbial decay resulting from the failure of MGI's Antimicrobial(s) during the 10 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 10 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. CLAIM NOTIFICATION:** Upon the Property Owner becoming aware of any event of water damage, water leak(s) or microbial growth involving any surfaces treated with MGI's Antimicrobial(s), Property Owner 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](http://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 Property Owner by certified mail of findings, and MGI's action plan for the resolution of the claim. Furthermore, the Property Owner must take all reasonable action requested by MGI to mitigate any further damage to treated surfaces.
- 4. 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 SECTIONS 3 OR 5.
  - C. MISUSE, NEGLIGENCE, TERRORISM, CONSEQUENTIAL OR INCIDENTAL DAMAGES.
  - D. ACTS OF GOD, INCLUDING FLOOD, FIRE, TORNADOES, OR OTHER VIOLENT STORMS OF CASUALTY.
- 5. DISPUTES AND SEVERABILITY:** Property Owner and MGI specifically agree that any controversy or claim arising out of this warranty shall be settled by binding arbitration in the State where the treated property is located and 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.
- 6. 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 incorporated on the reverse side, then MGI shall defend the builder or settle the lawsuit on the builder's behalf in binding arbitration as outlined in Section 5. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereby.
- 7. EXCLUSIVE WARRANTY:** THIS WARRANTY IS THE ONLY WARRANTY MADE TO PROPERTY OWNER. MGI MAKES NO OTHER WARRANTY TO PROPERTY OWNER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 8. DURATION AND TRANSFERABILITY:** This Warranty is only valid during the Warranty Period and is transferable to any subsequent owner of said structure for a period ending 10 years from date of application.
- 9. APPLICABLE LAW:** This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.