

**RISK PREVENTION  
WARRANTIES™**  
**LIMITED LIFETIME WARRANTY**

1. **WARRANTY:** RISK PREVENTION WARRANTIES warrants to the Property Owner that the surfaces protected with the complete Mold Proof System will not incur mold decay resulting from the failure of the system during the life of the warranty.
2. **MEDIATION:** Mediation will occur in association with a Certified Mold Inspector, authorized by Risk Prevention Warranties, who will investigate and determine the proper course of action required to uphold section 4.
3. **WARRANTY RENEWAL:** Upon the transfer of ownership (and/or deed possession) from the Contractor/Builder to the Property Owner, the Property Owner is required to uphold and meet the warranty requirements by submitting to an annual inspection of the property which may include surface testing, air sampling, visual inspection or other inspection methods required by the inspector, Risk Prevention Warranties or its affiliates. This service requires a fee and is the responsibility of the Property Owner. If the annual inspection is not maintained, the warranty is void to the Property Owner who accepts all liability associated with mold decay as applies to this warranty.
4. **WARRANTY COVERAGE:** Subject to all the terms and conditions of this Warranty, RISK PREVENTION WARRANTIES sole responsibility will be limited to the replacement or repair to "like new" condition, at RISK PREVENTION WARRANTIES discretion and in accordance with State building codes, of all surfaces treated with the complete Mold Proof System that have suffered mold decay resulting from the failure of the complete Mold Proof System during the life of the warranty period. RISK PREVENTION WARRANTIES 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 to "like new" condition within a reasonable time.
5. **WARRANTY REGISTRATION:** The warranty and warranty registration instructions can be obtained by registering at [www.moldproof.com](http://www.moldproof.com) which consists of information relating to the treated property, builder and applicator. The customer shall be defined as the builder until such time as the property depicted on the warranty registration form is sold to the property owner. Thereafter the customer shall be defined as the property owner and the warranty bond to the property.
6. **CLAIMS NOTIFICATION:** Upon the Customers awareness of any event of water damage, water leak(s) or the unlikely event of mold growth involving any surfaces treated with the complete Mold Proof System, the customer must report, in writing, such event by submitting a properly completed warranty claim at [www.moldproof.com](http://www.moldproof.com) within 72 hours of first becoming aware of such event. Upon notification, RISK PREVENTION WARRANTIES or its authorized representatives will promptly investigate the claim to determine RISK PREVENTION WARRANTIES obligations under this Warranty. RISK PREVENTION WARRANTIES will promptly notify Customer by certified mail of findings, and RISK PREVENTION WARRANTIES action plan for the resolution of the claim. Furthermore, the Customer must take all reasonable action requested by RISK PREVENTION WARRANTIES to mitigate any further damage to treated surfaces.
7. **WARRANTY EXCLUSIONS AND LIMITATIONS:** RISK PREVENTION WARRANTIES reserves the right to refuse to issue a full warranty due to structural and/or environmental conditions related to the guidelines listed below. RISK PREVENTION WARRANTIES is not responsible for contamination or odors caused by non-mold sources or events outside of RISK PREVENTION WARRANTIES controls such as:
  - A. NON-ADHERANCE TO PROPER INSTALLATION AND MAINTENANCE PROTOCOL.
  - B. RISK PREVENTION WARRANTIES DOES NOT WARRANT INDOOR AIR QUALITY OR CLAIMS PERTAINING TO HEALTH ISSUES.
  - C. A REPORTABLE EVENT OR CLAIM NOT SUBMITTED IN COMPLIANCE WITH SECTIONS 3 OR 6.
  - D. MISUSE, NEGLIGENCE, CONSEQUENTIAL OR INCIDENTAL DAMAGES.
  - E. ANY ACTS OF GOD
  - F. THE FAILURE OF STRUCTURAL OR BUILDING INTEGRITY IN ACCORDANCE OF STATE BUILDING CODES. (PLEASE SEE SECTION 4)
  - G. THE USE OF OTHER CHEMICALS, PROCESSES OR CONTRACTORS OUTSIDE OF THE RECOMMENDATION OF RISK PREVENTION WARRANTIES AND ITS CERTIFIED CONTRACTORS.
8. **DISPUTES AND SEVERABILITY:** The Customer and RISK PREVENTION WARRANTIES specifically agree that any controversy or claim arising out of this warranty shall be settled by arbitration in the State of South Carolina 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.
9. **EXCLUSIVE WARRANTY:** THIS WARRANTY IS THE ONLY WARRANTY MADE TO CUSTOMER. RISK PREVENTION WARRANTIES MAKES NO OTHER WARRANTY TO CUSTOMER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. **DURATION AND TRANSFERABILITY:** This Warranty is only valid during the Warranty Period. This Warranty covers the treated structure and is transferable to any subsequent owner of said structure.
11. **APPLICABLE LAW:** This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.