

*"Products that make the world better"*

### **1. LIMITED WARRANTY**

**Twin Chemicals, Inc.** ("Company") warrants to the purchaser of the Company's Anti-Microbial Treatment product and attendant installation services (the "Product"), identified below ("Customer") that, for the period ending twenty (20) years from the date of this Agreement, all surfaces to which the Product has been applied by **Twin Chemicals, Inc.** shall be free from bacteria and mold to the extent that they exceed the permissible levels established by the Department of Public Health in the state where the property to which the Product has been applied is located. ("Standard"). The failure of the Product to comply with such a Standard shall be deemed a "Defect" for the purposes of this Limited Warranty.

### **2. ALTERNATE PERFORMANCE STANDARDS**

To the extent that a Standard has not been established as set forth in Section 1, the applicable performance standard to be applied for the purposes of this Limited Warranty shall be established by the Original Building Code for the property where treated surface is located, or, if the Original Building Code is silent, by common industry practice for the area where such property is located.

### **3. REMEDY**

Upon written notice by Customer as set forth herein and confirmation by the Company of a Defect, the Company, at its option, will repair or replace the area affected by the Defect, including cleaning treated areas affected by mold. The Company will have the sole option to select the best method by which to remedy the Defect. In selecting a remedial method for the Defect, the Company will undertake the cost of providing any necessary replacement of the Product coating and pay for labor costs necessary to clean the previously treated area(s) and to reapply the coating within a reasonable time. . Any repair or replacement of the surface affected by a Defect shall not extend the Limited Warranty period except that the repair or replacement itself will be warranted for ninety (90) days.

The Customer's failure to provide the Company with reasonable access to the affected surfaces during normal working hours for inspecting warranty claims and/or performing warranty service will relieve the Company from its obligations under this Limited Warranty.

### **4. EXCLUSIVE REMEDY**

Notwithstanding anything contained herein to the contrary, the sole and exclusive remedy available to Customer in the event of breach of this Limited Warranty or any other claim related thereto shall be limited to that set forth above.

### **5. EXCLUSIONS FROM WARRANTY**

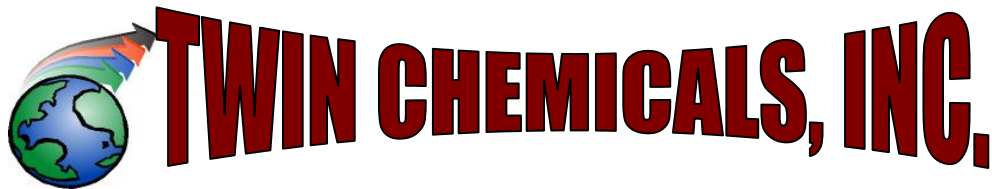
This Limited Warranty shall not apply, and Customer is responsible for all costs related to the following:

(a). Removal or replacement of materials such as wallboard, moldings, windows, trim, fascia, furniture, fixtures, insulation or any household items other than the areas treated by the product at the time of installation.



6175 Hickory Flat Hwy. Suite 110-344 Canton, GA 30115  
800) 442-4958 / (770) 924-6147 Fax  
[www.twin-chemicals.com](http://www.twin-chemicals.com)





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(b). Problems in the performance of the Product that are determined by the Company to be related to: (i) the failure of the Customer to observe adequate routine maintenance procedures; (ii) heating and ventilation system defects; (iii) and (iv) indoor air quality construction defects

(c) Application or installation of the Product by a contractor or other person who has not been expressly authorized to do so by the Company

(d). Damage to the treated areas or removal of the Product coating from the surfaces to which it is applied by the Company.

(e). Openings for pipes, cables, ducts and other intrusions into or alterations of the structure which are made after the application of the Product.

(f). Application of the Product to exterior surfaces

(g). Use of the Product with another product or service that has not been expressly authorized by the Company

(h) Removing or replacing the treated surfaces prior to notifying the Company of an alleged Defect or before the Company's investigation of a claim by the Customer of a Defect

(i) Acts of God including, but not limited to, hurricanes, floods, and tornadoes

(j) Dampness or condensation due to the failure of the Customer to maintain adequate cooling or ventilation within the home or building in which the treated surface is located.

(k) Problems that persist because the Customer will not consent to the Company's performing such diagnostic tests as the Company deems reasonably necessary to determine the existence of a Defect.

In addition to the foregoing, the Customer shall be required to reimburse the Company for the costs of any tests that the Company incurs in diagnosing the existence of the claimed Defect where the Company determines that one or more of the conditions in subparagraphs (a)-(k) exist.

## 6. DISCLAIMER

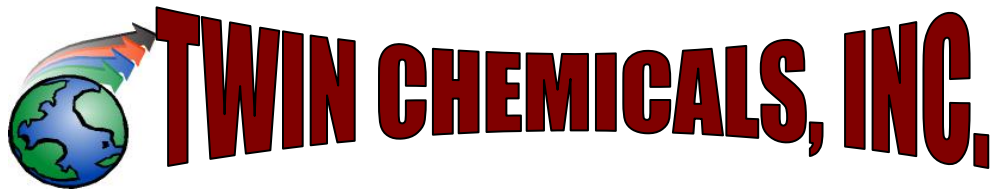
**Twin Chemicals, Inc.** DOES NOT GUARANTY OR WARRANT THAT INDOOR AIR QUALITY OR HEALTH RELATED ISSUES WILL BE REDUCED OR ELIMINATED OR MAKE ANY IMPLIED WARRANTY OF FITNESS FOR PURPOSE.

**Twin Chemicals, Inc.** SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR



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INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Twin Chemicals, Inc.** WARRANTS ITS PRODUCT AND SERVICE ONLY AND NOT ANY OTHER PRODUCT OR SERVICE, WHICH MAY BE THE CAUSE OF MOLD GROWTH OR A RELATED PROBLEM. IT IS THE CUSTOMER'S RESPONSIBILITY TO REPAIR AND REPLACE ITEMS DAMAGED BY WATER INTRUSION OTHER THAN THE SURFACES TREATED BY THE PRODUCT

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY, ITS DIRECTORS, OFFICERS, AFFILIATES, EMPLOYEES OR AGENTS FOR ANY CLAIM OF BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF FORM OF ACTION), EXCEED, IN THE AGGREGATE, TWO TIMES THE AMOUNTS MONTHLY ACTUALLY PAID BY TO **Twin Chemicals, Inc.** FOR THE RELEVANT SERVICES OUT OF WHICH ANY ASSERTED CLAIM ARISES.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION FIRST AROSE

#### **7. TRANSFERABILITY**

This Warranty may not be assigned, transferred or subcontracted.

#### **8. NOTICE**

Any claim asserted by Customer under this Agreement must be in writing and delivered to **Twin Chemicals, Inc.** at the following address:

6175 Hickory Flat Hwy. Suite 110-344  
Canton, GA 30115  
800-442-4958

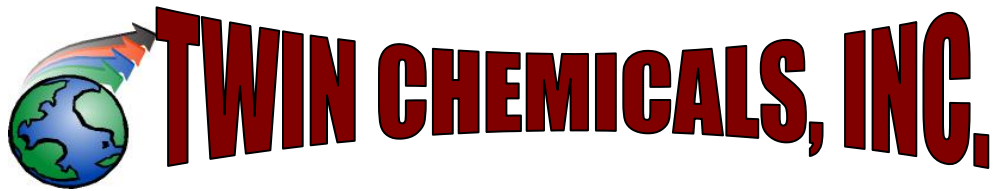
Any such notice by the Customer must clearly and specifically state the nature of the claimed Defect and the date on which the claimed Defect occurred.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AS SET FORTH IN SECTION 6, SO THE EXCLUSION OF THE CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.



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## 9. MISCELLANEOUS

This Agreement shall be governed by and in accordance with the laws of the State of Georgia and of the United States of America. No modification of this Agreement shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought. In any legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable costs of the action, including but not limited to, reasonable attorneys' fees. This Agreement is the complete and exclusive statement of the Agreement of the parties with respect to the subject matter hereof, and supersedes any other proposal, representation, or other communication by or on behalf of either party relating to the subject matter hereof.



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