



## Endurance BioBarrier™ Mold Prevention Spray Product Warranty

Registered Applicator
Name
Company
City, State Zip
Phone
Email

Application Client, Location, Date Completed
Name
Address
City, State Zip
Enclosed Surfaces – 25 yr warranty
Product Application Completed: Sept 21, 2018

Hilltop Distribution warrants that Endurance BioBarrier Mold Prevention Spray, when applied according to our specifications, will inhibit the growth of mold, mildew and bacteria:

- For a period of six months (6) from the date of application on high traffic surfaces such as in kitchens, bathrooms, showers plus carpets, floors and upholstery.
- For a period of twenty four months (24) from the date of application on painted and unpainted interior or exterior surfaces including drywall, stucco, wood, concrete, vinyl, metal, glass, canvas, brick and more.
- For a period of five years (5) from the date of application inside new or properly cleaned HVAC ducts.
- For a period of twenty five years (25) from the date of application on enclosed interior or exterior surfaces such as wood or metal framing, plywood and OSB for exterior walls, underlayment for floors or sub-floors (wood, cement, or synthetics), sheetrock (both sides coated), woven house wraps and all areas that are to be enclosed and not subject to removal of the coating by chemical or physical means.

Endurance BioBarrier Mold Prevention Spray must be applied according to label instructions. Before application, all water intrusion issues must be repaired and/or eliminated. All surfaces must be cleaned/remediated following IICRC S520 or equivalent guidelines prior to product application.

This warranty covers only manufacturing defects in material or performance of the coating applied by a Hilltop Distribution registered applicator and does not include any failure, defects or damages attributable to, or arising from, or connected with harmful fumes, chemicals, accident, abuse, misuse, neglect, faulty or improper application, fire, earthquakes, hurricanes, tornadoes, cyclones, gales, lightning, hail, accidental or intentional damage, vandalism, Acts of God, and all other circumstances and causes beyond Hilltop Distribution's control.

Additionally, this warranty does not apply if the surfaces are cleaned with harsh or caustic cleaners not approved by Hilltop Distribution. Only pH neutral cleaners (pH 7) may be used.

Any claim under this warranty must be submitted in writing promptly after discovery of the defect claimed, describing with reasonable specificity such defect. Claims relating to product defect will be submitted to Hilltop Distribution, who at its own discretion, shall determine whether a claim relating to the product is valid with reference to our performance claims.

Any claim under this warranty will be subject to Hilltop Distribution's determination of validity. If the claim is determined to be valid, any such claim is expressly limited to providing replacement material sufficient to re-coat the affected areas.

The original warranty period shall not be extended by any replacement but the remaining warranty time period shall continue in effect and be applicable under the terms and conditions of this warranty to the coated surfaces.

Hilltop Distribution reserves the right to discontinue or change manufacturer specifications.

The statements contained herein set forth the only express warranties of the above products. Any implied warranties imposed by law, such as implied warranties of merchantability or fitness for a particular purpose, are limited in time to the duration of the above express warranties. This warranty is transferable with Hilltop Distribution's approval.

Hilltop Distribution shall not be liable to the buyer for incidental or consequential damages for breach of any written or implied warranty. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

**CLAIMS PROCEDURE:** The coating should first be inspected by the company that sold and/or applied the product to the company within a reasonable time after discovery of a problem to determine if the problem is application or product related. To make a claim under this warranty for a product defect, either the contracting company or the purchasing company should notify Hilltop Distribution either by calling our Corporate Headquarters at 805-322-7144 or sending an email to warranty@ebbusa.net. The claim must identify the distributor that the product was purchased from, product type, application date, and the specific defect.