



## All Clear Mold & Pathogen Solutions Inc. Terms & Conditions

### **DEFINITIONS:**

*Premises:* In these terms and conditions, “premises” shall refer to the contracted treatment area.

*Entire Premises:* In these terms and conditions, “entire premises” shall refer to the entire building, or part of building, sharing continual air flow, whether via open air, doors, HVAC or other ventilation. If an air filtration system is housed in an attic, crawl space, or garage, said attic, crawl space, or garage shall be considered part of the “entire premises”

**PROCESS:** All Clear Mold & Pathogen Solutions Inc. (herein referred to as The Company) uses a patented two-step process and patented machine technology for mold remediation. The first step is a dry fog vapour of a Health Canada registered product that is tested and verified to kill mold. We call it ***InstaPURE***.

***InstaPURE*** will fill the building killing all bacteria, viruses and mold that are growing on surfaces, behind walls, inside fabrics, and airborne. The second step is an application called ***EverPURE***. This will dust all surfaces of the home with a non-allergenic, anti-microbial protection against mold, bacteria, viruses and other microorganisms. The Company will then take a post-treatment air quality test at a later date to verify a clean environment (when the test is included in the treatment estimate).

The premises being treated must be vacated for approximately five (5) hours from the start time of service. Timing may vary depending on the size of the premises and a reasonable time estimate will be given upon scheduling. Services will be performed at the address listed on the furnished treatment estimate/invoice. To schedule services, you may call or email The Company at the phone number or email address listed at the top of the treatment estimate/invoice.

**MINIMUM JOB ORDER:** Apart from air-quality testing, inspections, and on-site estimates, The Company reserves the right to charge a minimum job order fee of \$1,250 for any treatment service. The Company also reserves the right to charge less than the minimum job order fee on a case-by-case basis.

**PAYMENT:** Payment is due at or before the time of service before technicians begin the treatment process unless other arrangements have been made in writing. All Clear Mold & Pathogen Solutions Inc. will accept cash, cheque, and all major credit cards. Payment may be submitted in-person with the servicing technician or by calling the office for processing. The Company reserves the right to charge 18.5% APR, compounded monthly, on all late payments. The Company will send any outstanding accounts receivable, which have not been paid within a reasonable time, to a collection agency of the Company’s choosing. The Company reserves the right to determine the definition of “reasonable time.” The Company reserves the right to

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pursue legal remuneration for in the appropriate claims court for any payments not successfully collected by the contracted collections agency.

**REFUNDS:** The Company reserves the right to a no-refund policy upon the commencement of treatment.

**RESCHEDULING AND CANCELLATION:** Customers may reschedule or cancel a treatment service without incurring a fee no less than 48 hours prior to the scheduled service. When a customer reschedules or cancels within 48 hours up to the time of service, The Company reserves the right to charge up to a \$250 late rescheduling/cancellation fee. If the customer cancels at the time of service, The Company reserves the right to charge up to a \$500 cancellation fee. Upon commencement of the contracted treatment, all invoiced amounts are due.

**WARRANTY:** Qualified Mold Treatment Services completed by The Company are guaranteed for a period of one (1) year when the *entire premises* is treated. The warranty period shall commence on the date of original treatment, which is listed on the applicable treatment invoice, and shall continue until the same month and day of the following year. If at any time during the warranty period, mold is found in the area of service at a greater density than that of local outside air, The Company will re-treat the home at no charge. This warranty will become void if additional water intrusion is introduced to premises, i.e. ground water, broken pipe, appliance leak, roof leak, basement flood, toilet or bathtub leak, etc. or if any current water or humidity issues have not been fixed. Warranty is also void if a current leak, water intrusion or humidity issue is not fixed before the treatment is completed by The Company. Any existing water intrusion issues must be corrected in entirety and sufficiently dried out before treatment. If warranty is used, all pages of the treatment estimate/invoice must be presented to an All Clear Mold & Pathogen Solutions Inc. employee at the time of a secondary inspection. The Company is not held liable for any certification, inspection, or guarantee by any third-party.

The warranty is fully transferable during the warranty period in the case of verified real estate transactions and generational gifting.

The company reserves the right to offer customized warranty agreements which shall be agreed upon by the customer and the Company prior to treatment. Customized agreements may apply to large structures, perpetually humid structures, and large contracts with property management companies. No warranty shall ever exceed one calendar year.

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**GUARANTEE:** Mold Services performed by The Company are guaranteed. If indicated in the initial estimate, an air sample will be taken within the home either on the treatment date or shortly thereafter. This air quality sample(s) will be sent to an independent third-party lab for analysis. Once the Company receives a detailed report from the third-party lab, an employee of The Company will forward the report to the customer. The report may be sent via email, post or other reasonable form of delivery. All Clear Mold & Pathogen Solutions Inc. guarantees that the indoor mold levels will be at safe levels, in accordance with current local outdoor air mold levels.

The Company reserves the right to alter these terms and conditions at any time and without notice in accordance with local, provincial and federal laws.

A large, faded version of the All Clear logo watermark is centered on the page, behind the main text. It consists of the green circular icon with a blue checkmark, followed by the words "ALL CLEAR" in a large, grey, sans-serif font, and "MOLD & PATHOGEN SOLUTIONS" in a smaller, grey, sans-serif font below it.

ALL CLEAR  
MOLD & PATHOGEN SOLUTIONS

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