

Subterranean Termite Treatment Limited Warranty

Limitations, exclusions, or conditions that affect the company's obligation to retreat or repair damage, are a part of the contract.

Terms and Conditions

During the term of your limited warranty, any further treatment found necessary due to evidence of subterranean termites (Excluding Formosan Termites) will be done free of charge to the covered structure(s), and any structural damage necessitating repairs (up to \$1,000,000) caused by subterranean termites (Excluding Formosan Termites) will be paid by Accurate Pest Control, Inc. Accurate Pest Control will annually reinspect the property only at your request. The limited warranty term shall be one (1) year from the date of completion. Accurate Pest Control, Inc. shall have the option of extending the limited warranty annually upon homeowners payment of annual renewal fee.

Your contract covers all materials, labor, and service needed to control any active infestation of subterranean termites, Excluding Formosan Termites. A limited warranty holder can, at anytime during the warranty period, request consultation and advice concerning termites or other pest, at no charge to the owner. This limited warranty is transferable should the property be sold or otherwise transferred. Accurate Pest Control, Inc. shall be notified in writing of new ownership of the property.

1. It is understood and agreed between the parties that this Agreement constitutes the complete agreement between the parties and the said agreement may not be changed or altered in any manner, oral or otherwise, by a representative of Accurate Pest Control, Inc. unless such alteration or change be in

writing and executed by a corporate officer of Accurate Pest Control, Inc. under its corporate seal.

2. Fences, Free-Standing garages, or other outstructures are not included unless specified in writing

3. Structural or mechanical defects such as wood-to-ground contact, stucco below grade level on Wood Frame Construction, brick veneer on CBS Construction which reaches below grade level, or wood form boards or stakes which have been left in the ground must be removed. This is conducive to subterranean termite infestation and may destroy the effectiveness of Accurate Pest Control, Inc. treatment, thereby permitting infestation to occur after the date of initial treatment. If such conditions are discovered it is agreed that the customer will be responsible for making such modifications as are necessary to correct the structural or mechanical defect (including providing at least a 6" gap between the stucco and the grade level) and Accurate Pest Control, Inc. will, upon completion of said modifications, provide additional treatment deemed necessary by the Company to control an infestation if it occurs.

4. Accurate Pest Control, Inc. liability shall be terminated should Accurate Pest Control, Inc. be prevented from fulfilling its responsibilities under the terms of the Agreement

by reason of acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or failure by the customer to allow Accurate Pest Control, Inc. access to the premises for any purpose contemplated by the Agreement or the Guarantee, especially, including re-inspection, whether such re-inspection was requested by the customer or deemed necessary by Accurate Pest Control, Inc.

5. This Agreement covers the designated property as of the date of actual completion. In the event the premises are structurally modified, altered or otherwise changed after the date of treatment, this Agreement shall terminate unless prior written agreement shall have entered into between the owner and Accurate Pest Control, Inc. to reinspect the property, provide additional treatment and/or adjust the annual renewal fee.

6. It is specifically understood and agreed that Accurate Pest Control, Inc. and the Property Owner are bound only by the terms of this Agreement and not by any other Representations, oral or otherwise.

7. This is an optional warranty, renewable annually on the month in which treatment was initially provided. Cancelled check is proof of receipt of payment. The Company reserves the right to increase the annual fee.