

COMMERCIAL WARRANTY

Statement of Warranty

NATIONAL ASBESTOS FLOORING ENCASEMENT SYSTEMS, INC. (Warrantor) warrants the Asbestos Barrier System® for encasing asbestos containing floor material (the system) to be free from defects in material and workmanship for the warranted life of the floor coverings installed over the system (the term). If the system has been purchased from and installed by Warrantor or a person licensed by and certified by Warrantor for installation.

Installation other than by Warrantor or a person certified by Warrantor for installation will void this Warranty. Removal or replacement of floor coverings over the system other than by Warrantor or a person certified by Warrantor will void this Warranty.

Warrantor warrants that the system (1) will not delaminate for the life of the original floor covering installed over the system, and any subsequently installed floor as long as the original floor covering is removed by and the new floor covering is installed by Warrantor or a person certified by Warrantor; and (2) will provide an effective barrier to prevent asbestos fibers from passing through the system and becoming airborne for the life of the original and subsequent floor covering installed over the system. These warranties shall not run to any person other than the customer.

If any part of the system fails to perform as warranted, Warrantor will provide to the customer without cost the labor and materials necessary to repair the affected area(s) of the system.

Obtaining Warranty Performance

Performance under this Warranty may be obtained only by communicating with Warrantor at:

NATIONAL ASBESTOS FLOORING ENCASEMENT SYSTEMS, INC.

419 MAIN STREET, SUITE 200

PLACERVILLE, CA 95667

Customer must provide the following information in writing:

Customer name, address, telephone number

Address of installed system

Identification of the specific materials used

Evidence of date of purchase

A statement of the complaint

If the customer believes that a failure of the Warranty has occurred, the customer shall promptly notify **NATIONAL** and make the area of the system available for inspection by **NATIONAL** who may take samples for laboratory analysis and request further information.

Exclusions from Coverage

This Warranty does not apply if free standing water or surface water or moisture occur, develop or become present on top of the new flooring after installation. The system is not warranted to prevent delamination due to flooding or other catastrophe, hydrostatic pressure, plumbing problems, moisture from sprinkler systems or any other source of excessive moisture/water. Any puncture of the system after installation will void this Warranty.

Limitations

To the extent permitted by law, this Warranty is exclusive, in lieu of and excludes all other warranties, express or implied, including merchantability and fitness for a particular purpose. Implied Warranties, if any, arising out of operation of law are limited in duration to the term of this Warranty. Warrantor's liabilities are limited solely and exclusively to the obligations specifically undertaken herein and, except to the extent specifically precluded by applicable law of mandatory application, do not include any liability for any incidental, consequential or other damages of any kind whatsoever, whether any claim is based upon theories of contract, negligence of tort. This Warranty is made only to the customer and is not transferable.

No employee, agent or other person is authorized by Warrantor to assume for it any liability in addition to that set forth above or to make any further warranties on behalf of the Warrantor.

This Warranty is void and of not of effect if the obligations of the customer are not fully complied with.