



ProLiner™ Banded Liner System

Warranty

10-Year Limited Commercial Warranty

The limited commercial warranty set forth below is provided by Therm-All, Inc. (“Therm-All”) and is subject to the specific terms, limitations and conditions set forth herein. Therm-All warrants, solely to the original end user commercial purchaser (the “Purchaser”), that for a period of ten (10) years from the date of sale of the Product (as hereinafter defined), to the Purchaser, under normal commercial use and service conditions, that the ProLiner™ Banded Liner System (the “Product”) sold and distributed by Therm-All to the Purchaser, in original containers or specialized Therm-All packaging for the specific new construction project, is free from manufacturing defects in materials and is manufactured in all material respects to the Product specifications.

Under this limited commercial warranty, a Purchaser shall refer to any original end-user commercial purchaser and not to any residential home owner.

This limited commercial warranty is specifically limited, at Therm-All’s option, to the providing of Product for replacement of specific areas affected, but only to the extent that the defect in Product is adversely affecting performance or a refund of the original purchase price paid by the Purchaser and attributable to the defective Product. This limited commercial warranty does not include or cover labor charges or other costs or expenses incurred with the removal or installation of either the replacement or original Product. If during inspection of the Product, Therm-All determines that only a portion of the Product is defective, Therm-All in its sole discretion, reserves the right to limit a Product replacement or Product refund to that portion of the Product that is defective.

In the event Therm-All approves of a warrant claim made hereunder, and replacement Product is provided by Therm-All, the original limited commercial warranty on the Product shall apply to the replacement Product such that the limited commercial warranty for the replacement Product shall extend only for the balance of the original commercial warranty period remaining on the original Product at the time of replacement.

Commercial Purchaser

The limited commercial warranty granted hereunder is limited exclusively to the Purchaser of the Product and is not transferable to a third party without the express written consent of a duly authorized officer of Therm-All. This limited commercial warranty may not be changed or altered except in a writing signed by an authorized officer of Therm-All. Further, this limited commercial warranty gives the original Purchaser specific legal rights and remedies. As a Purchaser you may also have other rights which vary from state to state. For purposes of this limited commercial warranty, the Purchaser shall be the owner of a new commercial building that contracted for the construction of such new commercial building and the Product was properly installed as part of that new construction.



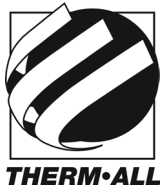
Claim Procedure

As Purchaser of the Product if you in good faith believe that the Product has a defect and has failed to conform to the limited commercial warranty hereunder, you as Purchaser of the Product (the "Claimant") must promptly notify Therm-All at 440-979-9494. After notifying Therm-All by telephone, prompt written notification to Therm-All at 31387 Industrial Parkway, North Olmsted, Ohio 44070 must be sent by Claimant. Notice of a Product failure by the Claimant shall be made within ten (10) days of the date the claimed Product defect was first discovered or reasonably could have been discovered. The written notification by the Claimant shall include a description of the alleged Product defect with applicable pictures, the date the defect was discovered, the date the Product was sold to the Purchaser, the date the Product was installed and the proof, with corresponding date and copy, of the original new construction contract executed by the Purchaser. Upon receipt of the above notification and information from Claimant, Therm-All will promptly notify the Claimant to make arrangements to inspect the Product and make a final determination as to the validity of the alleged defect and claim. The inspection by Therm-All of the alleged defect in the Product must be at the Product's original installed location and the removal of the Product from its original installation location shall void the limited commercial warranty provided hereunder.

Limited Commercial Warranty Limitations

The limited commercial warranty provide for hereunder does not provide coverage for or attributable to any of the following conditions, and as a result is null and void under any of the following conditions: (a) Product installation was not in accordance with the written instructions and/or specifications provided by Therm-All; (b) the negligence, gross negligence, willful misconduct or intentional misconduct of the original Purchaser or any third party; (c) the deterioration of the Product and/or the fabric being a part thereof, due to excessive exposure to UV light, heat of chemicals which cause rapid deterioration of the Product and/or fabric being a part thereof; (d) the presence of excessive moisture or water within the cavity of the Product; (e) defects in the building materials or components of the building in which the Product was installed; (f) the Product is damaged or the Product fails as a result of acts of God, abuse, fire, explosion or other causality, including vandalism or improper use; (g) the Product is rendered defective or is damaged or fails as a result of other materials stored or installed on or near Product; (h) use of the Product beyond normal commercial use, or in an application not recommended by Therm-All's guidelines and local building codes; (i) improper handling, storage, abuse, or neglect of the Product by Purchasers, any transferee, any distributor or third parties; (j) normal wear and tear; or (k) any other cause not related to a manufacturing defect in the Product.

THERM-ALL'S LIABILITY SHALL BE LIMITED SOLELY AND EXCLUSIVELY TO ITS RESPONSIBILITIES AND OBLIGATIONS UNDER THIS LIMITED COMMERCIAL WARRANTY. EXCEPT FOR THE EXPRESS LIMITED COMMERCIAL WARRANTY PROVIDED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND RELATED TO THE PRODUCT AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT, AND NO WARRANTY OF ANY KIND SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE.



THERM-ALL SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR LOST PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF EQUIPMENT OR FACILITIES OR SERVICES, DOWN TIME, THE CLAIMS OR COSTS OF THIRD PARTIES, INCLUDING CUSTOMERS OR FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON, AND WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE ORIGINAL PURCHASER.

Purchasers of the product and/or their contractors/architects are solely responsible for determining the use of the Product in any structure in which the Product is installed, including the safety and suitability of the Product related to its application and/or use. Local and/or state building codes, fire codes and safety codes should be reviewed for specific requirements.

This limited commercial warranty on the Product shall only be applicable and enforceable in the United States of America and Canada.