RECYCLETOP™ 10 YEAR LIMITED WARRANTY

Kliptech BioTechnologies, LLC ("KlipTech™"), the makers of RecycleTop™ ("Product"), provide the following limited warranty pursuant to the terms and conditions set forth below:

1. LIMITED WARRANTY. KlipTech™ hereby warrants that the Product shall be free from material defects due solely too improper manufacture for a period of Ten (10) years; subject to, among other things, the following limitations:

1.1 Installation. The Product must have been installed after October 1st, 2008 and such installation must have been permanent, proper and in compliance with all manufacturer instructions, as reasonably determined by KlipTech™.

1.2 Approved Distributors. The Product must have been purchased through Kliptech™-approved distributors, as determined in the sole discretion of KlipTech™.

1.3 No Warranty. No warranty shall be provided for Product (a) with panels less than three quarters (3/4) inch thick, or (b) used in applications other than horizontal residential or commercial countertops, or (c) advertised and sold as discounted or "off-spec" panels.

1.4 Limited Use. This warranty does not apply to Product used in the following manners: in saunas, shower pans, steam rooms or outdoors, including, by way of example only, grill tops, outside counters and boats (customers seeking warranties in such applications should contact their distributor directly and their requests may be addressed in writing only on a case-by-case basis).

1.5 Installation. This is not an "installation" warranty and DOES NOT COVER any aspect of the installation of the Product if such failure was caused by a fabrication or installation error. Fabrication and installation errors include the mismatching of panels with obvious color variations.

1.6 Abuse. This warranty does not cover damage caused by physical, chemical or other abuse, damage from excessive heat or water, acts of nature, or any act of abuse. As used herein, the phrase (a) "physical, chemical and other abuse" includes any use of Product that is unreasonable considering the normal and expected uses in a residence or business, and includes, but is not limited to, damage by vandalism, use of improper cleaning solutions, leaving substances such as bleach or drain cleaner on the Product without prompt cleaning, the dropping of heavy objects on the Product, or Product that has not been maintained with proper care and use (see distributor or dealer for care and use details); and (b) "excessive heat" includes exposure to heat to such a degree that marks, rings or cracks appear on Product sheets, including cracking around a cooktop as a result of permitting cookware that is on (or partially on) a heating element to overhang the cooktop causing excessive heat on the cooktop or from using high temperatures for excessively lengthy periods of time; and (c) "acts of nature"

include, but are not limited to, exposure to the outdoors, weather effects, architectural and engineering design, structural movement or settling, job site conditions, freezing conditions, and fire.

2. REMEDY

2.1 Remedy. Buyer's remedy for breach of any of the foregoing warranties shall be limited to (a) the replacement or repair by KlipTech™ of defects in the Product or (b) the reimbursement of the price paid by customer for the Product. The determination of which such remedy shall be applicable shall be determined by KlipTech, in its sole discretion. THE ABOVE STATED REMEDIES ARE KLIPTECH™'S ENTIRE AND EXCLUSIVE LIABILITIES AND CUSTOMERS' EXCLUSIVE REMEDIES FOR ANY CLAIM FOR DAMAGES IN CONNECTION HEREWITH. By way of illustration and not limitation, in no event shall KlipTech be liable for any direct, indirect, special or consequential damages or delay whatsoever or loss of use, and KlipTech™'s liability under no circumstance will exceed the contract price for the Product for which liability is claimed. All claims for breach of any of KlipTech™'s warranties shall be barred unless the customer notifies KlipTech™ in writing within 30 days of discovery of the breach. Additionally, any claim arising out of or related to this Agreement must be brought no later than one (1) year after the same has accrued, or it shall be deemed waived. KlipTech™ shall not be responsible for any repairs performed by third parties unless such repairs are authorized by KlipTech™ in writing in advance.

2.2 Costs. In the event that KlipTech™ elects to replace or repair any defective Product pursuant to the terms hereof, (a) KlipTech™ will pay the cost of the required Product and (b) the customer will be responsible for any other costs associated with or arising out of the replacement or repair, including panel removal and labor and materials, any plumbing and electrical disconnect and reconnect charges, tile, wall surface or cabinet repairs or modifications that become necessary as a result of Kliptech™'s replacement or repair.

3. FURTHER LIMITATIONS

3.1 Sales Documentation. To qualify under this warranty, the customer **must** provide the original sales receipt or other sales documentation acceptable to KlipTech™ which must demonstrate compliance with the terms hereof, including proof of purchase of the Product within the 15-year warranty period from an approved distributor. The customer must reasonably cooperate with KlipTech™ in its efforts to perform its obligations under this warranty, including any visual inspection deemed necessary by KlipTech™ or its agents.

3.2 Limitation. THE WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF KLIPTECH™. KLIPTECH™ MAKES NO WARRANTY WHATSOEVER IN RESPECT TO PRODUCT, ACCESSORIES OR PARTS NOT SUPPLIED BY KLIPTECH™.

4. ADDITIONAL TERMS

4.1 Entire Warranty. The terms and conditions of this Limited Warranty contain the entire agreement of the parties with respect to the warranties offered by KlipTech™. No alteration or modification of any of the provisions hereof shall be binding on KlipTech™ unless made in writing and signed by a duly authorized officer of KlipTech. Any additional or different

terms or conditions which may have been included in any communication between customer and KlipTech™, whether written or oral, are hereby objected to by KlipTech™ and shall not be effective or binding upon KlipTech™ unless specifically assented to by KlipTech™ in writing.

4.2 No Assignment. This warranty is not assignable, and applies only to the original owner of the Product and is not transferable.

4.3 Legal Fees. In the event an arbitration, suit or action is brought by any party under this Limited Warranty to enforce or interpret any of its terms, or in any appeal therefrom or in any bankruptcy action, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees and/or costs.

4.4 Jurisdiction and Venue. This warranty shall be governed by and construed in accordance with the laws of the State of Washington. In the event of litigation between the parties to enforce any terms of the warranty, the parties agree that venue shall be in either the Superior Court of the State of Washington for Pierce County.

4.5 Acceptance. By acceptance of the Product, customer hereby acknowledges its acceptance of the terms and conditions set forth herein.

4.6 Severability. If, in any legal proceeding, it is determined that any provision of this warranty is unenforceable under applicable law, the unenforceable provision shall automatically be amended to conform to that which is enforceable under applicable law. In any event, the validity or enforceability of any provision shall not affect any other provisions of this warranty, and the warranty shall be construed and enforced as if such provision had not been included.