ANSWER TO INTERROGATORY NO.13: Yes.

14. If your answer to Interrogatory No. 13 is "No," with respect to any product, explain in what way the Defendant claims its products were altered or substantially changed after sale or distribution and before reaching the insulation helper or mechanic.

ANSWER TO INTERROGATORY NO. 14: Not applicable.

15. Based upon the material contents of your asbestos-containing products, the method of manufacturing and the method of use, can these products be applied without liberating asbestos fibers?

(a) If there is a different answer concerning different products manufactured, sold, distributed, or used by your company, then specify the different products by exact manufacturers name and popular name.

(b) If there is a difference in your answer depending upon the year or years in which a particular product was used, then specify in detail what year or years you are referring to and the specific products you are referring to and the year involved.

ANSWER TO INTERROGATORY NO. 15: Yes. Asbestos contained in Abex's automotive friction products was resin-bonded and encapsulated.

16. Was it a foreseeable use of your asbestos-containing products that they may have to be removed, stripped or replaced at any time after installation? If your company contends the Plaintiffs misused any of your products then state how and under what circumstances your product was misused.

ANSWER TO INTERROGATORY NO. 16: Automotive friction products are generally expected to be periodically changed dependent upon the number of miles driven and the conditions under which the product has been used. Discovery is not completed in this matter and thus the circumstances of the plaintiff's alleged use of Abex friction products are not known.