

WARRANTY
&
INSTRUCTIONS FOR MATERIAL STORAGE & USE



PADEL COURTS



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1. WARRANTY

The present warranty constitutes a commercial warranty given by JUBO PADEL (a JUBO TENNIS, SL, brand) to its client, notwithstanding any mandatory warranty that may legally correspond as a consequence of applying the current Spanish legislation, or any other that may be applicable. JUBO PADEL accepts no liability for any flaws, defects (apparent or hidden) or loss of assets caused by the client or any third party arising from incorrect usage, installation, processing or treatment through failure to apply the usual professional standards and instructions for said assets.

As the present is a commercial warranty, it must be applied and be in force under the strict terms contemplated therein and detailed below, with the limits and/or exclusions agreed upon therein essential to its provision by JUBO PADEL.

No JUBO PADEL employee is authorised to modify JUBO PADEL warranties without specific written approval from a legally authorised representative, made out to the BENEFICIARY.

No deduction from the amount of any invoice will be accepted as a warranty without explicit written authorisation from JUBO PADEL.

1.1. BENEFICIARY OF THE WARRANTY

The present warranty is granted exclusively to the purchaser of the Product, which will be the only one who can make any claim, judicial or extrajudicial, based on the same.

1.2. PRODUCT UNDER WARRANTY

The product under warranty is the padel court described on the accompanying data sheet (ANNEX 3), except for the tempered glass, unless the HEAT SHOCK TEST (EN 14179-1) has been performed previously; without this test, it is impossible to guarantee there are no spontaneous fractures arising from the inclusion of nickel sulphate.

1.3. DURATION OF THE WARRANTY

The present warranty shall run for 5 years.

With due maintenance, the metal structure and the glass have a useful lifetime of over 20 years. The rest of the components (grass, lighting, nets, etc.) according to the manufacturer's instructions

1.4. WARRANTY TERMS

Through the present document, JUBO PADEL guarantees that, except under the conditions considered in section '1.5. EXCLUSIONS FROM THE WARRANTY', throughout the warranty period given for each product type, the thread or filament used shall maintain its stability vis-à-vis ultraviolet solar radiation. Furthermore, the metallic structure for the padel court (NOT the tempered glass) is guaranteed against the collapse of the structure itself, cracking, flaking, splintering, blistering and corrosion, except under the conditions considered in section '1.5. EXCLUSIONS FROM THE WARRANTY'.

The warranty period begins when the product leaves our facilities, with a maximum limit of three months in storage, in accordance with the instructions noted in 'CONDITIONS/INSTRUCTIONS FOR MATERIAL STORAGE & USE'.

JUBO PADEL is committed, per the conditions given in section "1.7. WARRANTY ACTIVATION", to repair and/or replace the product – during the warranty period "1.3. DURATION OF THE WARRANTY"– whenever the defects of the same are directly attributable to JUBO PADEL and recognised as such by an industry expert.

In case that the warranty will apply JUBO PADEL will try to fix the problem in a period of 4 labour days in causes of big damages and 30 days for little damages.



1.5. EXCLUSIONS FROM THE WARRANTY

The warranty shall not be applicable if:

1.5.1. The product is used for any non-sporting purpose or the indications given in the *Instructions for Use and Maintenance Manual for JUBO PADEL Courts*.

1.5.2. The product has any kind of damage caused by the inadequate handling and storage not conforming to the instructions '*CONDITIONS/INSTRUCTIONS FOR MATERIAL STORAGE & USE*', and instructions given by JUBO PADEL's personnel.

Nor shall the warranty apply if the product has received any damage during transport of the same from the moment it was made available to the BENEFICIARY, understanding that the product was made available to the latter who took responsibility for its transport, and establishing, unless proved otherwise, that the product was made available in good condition.

Likewise, THE BENEFICIARY undertakes the obligation to inspect the merchandise under this warranty within 10 days of sale, as it is not possible to activate this warranty at a later date for defects or damage that could have been detected during this inspection. In the event that the goods covered by this warranty was transported by ship, the obligation of inspection should have occurred prior to the dispatch of the goods, with the warranty not applicable at a later date except in the case of damage that could not have been detected during this inspection.

Without prejudice to the provisions of "*CONDITIONS/INSTRUCTIONS FOR MATERIAL STORAGE & USE*", the warranty does not apply in the event that i) the material had been stored for more than three months, or ii) the material, having been stored for a shorter period, had not been stored under suitable conditions.

1.5.3. The product has any kind of damage caused by faulty installation, understanding installation as meeting each and every one of the specifications detailed in '*ANNEX 1: PRODUCT DATA SHEET*', both in the installation process and in the addition of the remaining parts in the qualities, characteristics and proportions specified.

The BENEFICIARY may not allege a lack of knowledge regarding any aspect of the installation system, insofar that, aside from being a regular operator in the sector, JUBO PADEL is committed to providing technical support for any query related to the installation system. This support shall be freely given over the telephone or in writing, or in person in the presence of a contractual agreement, mutually agreed-upon by the parties, requested beforehand by the BENEFICIARY.

1.5.4. The product has any type of damage resulting from incorrect use or maintenance. Incorrect shall be understood as any partial or complete non-compliance with the *Instructions for Use and Maintenance Manual for JUBO PADEL Courts*.

For this warranty to be activated, the maintenance of the installation must be undertaken by a company that has previously been authorised for such purpose by JUBO PADEL.

In the event that the installation is outside of Spanish territory, the maintenance of the installation must be performed by a Company in the sector, defined as one that can prove experience with this type of work, having maintained at least 20 installations over the last 2 years. JUBO PADEL, once the BENEFICIARY has communicated the identity of the company that will perform maintenance and always for a justified reason, may reject it, but in this case must provide the option of at least two companies in the aforementioned territory to carry out that work.

All the above does not preclude the possibility of JUBO PADEL checking that the maintenance has been performed in accordance with the instructions prescribed in the *Instructions for Use and Maintenance Manual for JUBO PADEL Courts*.



1.5.5. In any case, if the product suffers any damage resulting from:

1. Burns, breakage, wrenching, cutting, accidents caused by vandalism, abuse, negligence or neglect during storage, transportation or installation not attributable to JUBO PADEL.
2. Faults in the load-bearing sub-base or base surface of the installation resulting from unsuitable design or construction.
3. Wear or abrasions caused by and/or due to an unsuitable load-bearing sub-base or base surface of the installation.
4. Use of filling parts, spares or products with unsuitable characteristics (type, shape, composition, etc.) or those not recommended by JUBO PADEL.
5. Inadequate maintenance.
6. Use of inappropriate footwear or sport equipment.
7. Use of the padel court for purposes which differ from those for which it was designed and installed.
8. Use of unsuitable cleaning products or methods.
9. Any chemical reaction caused by unsuitable products or those not recommended by JUBO PADEL.
10. Yarn fibrillated during or after installation, for purposes which are not the proper placement of the filler
11. Incidents arising from incorrect repairs or maintenance undertaken by a company not certified by JUBO PADEL.
12. Any natural disaster. With wind, the warranty will be applicable until (no more) force 10 on the Beaufort scale-speed: 55-63 miles per hour (mph) or 88-101 kilometres per hour (kph).
14. The presence of water sprinklers or diffusers, particularly if the water has a high mineral, grey water or regenerated content.
15. Any modification to the metallic structure, particularly cutting, welding or drilling.
16. Gardens, plants or trees of any sort which involve irrigation or moisture at 1 metre or less from the padel court.

1.5.6. The padel court experiences normal wear to any of its components, not due to production defects, depending solely on intensity of use.

1.5.7. A spontaneous break occurs in the tempered glass, produced due to the presence of nickel sulphate, except where the HEAT SHOCK TEST (EN 14179-1) has been performed.

1.5.8. The STX and STX Supercourt artificial turf systems developed for the practice of padel are manufactured with a specific type of Polyethylene that provides a particular technical and sports functions. Since a padel court is surrounded by glasses and these may have different characteristics in terms of their technical properties and orientation, when the court is installed outdoors, it may turn out that the refraction of the incident solar radiation modifies the properties of the turf at a thermal level. Therefore, any damage caused to the turf due to this circumstance, is excluded from the guarantee.



1.6. WARRANTY: SCOPE & LIMITS

1.6.1. The warranty is limited to 3 years for those padel courts not installed in covered, insulated environments and less than 3.2 km or 2 miles from the coast, sea, ocean or briny water of any kind.

1.6.2. JUBO PADEL shall be exclusively responsible for direct damage to the padel court, not caused by any other party, which was the result of other elements, although related, directly or indirectly, to a defect in the padel court.

1.6.3. This warranty will have a decreasing value considering the period of years that constitute the term that defines the lifetime of the product, such that the liability of JUBO PADEL with regards repair, refund or replacement of the padel court will be reduced by a percentage directly proportional to the number of years passed in relation the number of years of the warranty.

1.6.4. In compliance with the present warranty and where a defect has been found in a padel court or any of its components that causes the present warranty to be activated, JUBO PADEL may:

1.6.4.1. Repair the defective part.

1.6.4.2. Reimburse the cost of the defective part, less the proportional amount as per the details of section 1.6.3. in the present clause.

1.6.4.3. Replace the defective part with a new one, where the BENEFICIARY must meet the cost inherent in the application of section 1.6.3. of the present clause.

1.7. ACTIVATION OF THE WARRANTY

1.7.1. In the event that a situation occurs in which the warranty can be applied under the terms contemplated herein, THE BENEFICIARY must activate it in accordance with the following points:

1.7.1.1. JUBO PADEL must be informed no later than five days following the day on which the damage was discovered, identifying the defect or damage suffered by the product, and accompanied by:

I) the original warranty,

II) the sales receipt,

III) a copy of the delivery note, and

IV) a declaration from the company responsible for maintenance describing the work performed, the timing thereof and the invoice issued for this work.

1.7.1.2. A company must be engaged, which has experience in the field of sports constructions and the evaluation of problems and damage incurred, to produce a report to determine the cause of the problem and the absence of any grounds for exclusion as referred to in this guarantee, and as such must be provided with this document together with the Annexes which form a part of it. The cost of this evaluation will be borne by JUBO PADEL except in the event that it is determined that the conditions required for application of the warranty do not exist. The suitability of the company must be validated by JUBO PADEL, as such this information must be provided in advance of producing the report.

This report must be commissioned in the ten days following the day on which the damage was discovered, and must be completed within thirty days of commissioning. For calculation purposes, the period shall be understood as calendar days.

JUBO PADEL shall likewise submit to the expertise of that company any other circumstances that could be considered relevant to determining the application or not of the warranty.

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1.7.1.3. JUBO PADEL, in view of the report, which will not have a binding character for either party, shall have 7 days to communicate whether to accept the claim of the BENEFICIARY or not. If accepted, the actions of repair, replacement or refund will be communicated in the same period and will be carried out in compliance with the warranty.

1.7.2. Compliance with the points and terms outlined above are sine qua non dependent on activation of this warranty.

1.8. APPLICABLE LEGISLATION & JURISDICTION

Any dispute or controversy arising from the interpretation of any term or paragraph covered by this warranty is subject to the legislation of the country of JUBO PADEL, and the courts where its headquarters are registered: DENIA. Post Code: 03700 (Alicante - Spain).

In the event that the conditions exist for legal and mandatory application of another legislation, the parties agree to submit their differences to legal or technical arbitration.

1.9. RETENTION OF THE TERMS OF THE WARRANTY

The invalidity, revocation or cancellation of any provision of this Agreement shall not affect or impair the enforceability of the remaining provisions of this Agreement. Likewise, it is also the intention of the Parties to replace any invalid, void, or voidable term or clause by a valid and enforceable clause under terms as similar as possible to the invalid, void or voidable clause.

1.10. NOTIFICATIONS

Under the aegis of the present warranty, any notifications that need to be made to JUBO PADEL shall be sent to the following address:

DENIA. Post Code: 03700 (Alicante – Spain)

Calle Temple de San Telm, nº 7, 3º piso, puerta 7



2. CONDITIONS/INSTRUCTIONS FOR MATERIAL STORAGE & USE

2.1. VERY IMPORTANT:

- Read and keep this instruction booklet in a safe place.
- Keep the identifying labels from the rolls of grass received to preserve traceability; have them available for any claims made. They provide the full manufacturing history of the product.
- Claims will not be accepted arising from defects which appear as a result of incorrect handling, storage, installation, use or maintenance of the material, and in general, from non-acceptance and compliance with these instructions.
- If a product is defective, it must be returned to JUBO PADEL as soon as possible together with a complaint report, with objective evidence. If the product is not returned it shall be understood as suitable for use and therefore not defective.

2.2. GENERAL CONSIDERATIONS:

- Read and preserve this booklet and all commercial product information. For any questions please contact our sales department before making decisions that could compromise product quality or harm its performance characteristics.
- Claims cannot be accepted by JUBO PADEL if the defects are not sufficiently documented or evidence is not provided to help determine their causes. Any lack of documentation or omission of information will delay taking action and can lead JUBO PADEL to decline any responsibility for the defect.
- No complaints will be accepted which seem to ignore these instructions and/or directions given by our technical and commercial staff.

2.3. VERIFICATION UPON RECEIPT OF THE PRODUCT:

- Check the goods requested correspond to the goods received.
- Submit the padel court parts to inspection to confirm the absence of defects.
- No claims for defects will be accepted after having used the product. Using the defective product may aggravate the defect, hinder the subsequent investigation of the causes and harm the end user.

2.4. CAUTIONS REGARDING STORAGE:

- The product should not be stored for more than three months.
- The product must be kept in the best possible conditions: No dirt, moisture, or environmental, physical and chemical agents, and avoid where possible stacking rolls or bringing them into contact them unsuitable surfaces that can induce deformations. Prevent the stored product from being exposed to sunlight, especially in summer.
- Claims for defects will not be accepted if the storage period of the product exceeds three months, whether in a warehouse owned by JUBO PADEL or the customer, or in improper storage conditions.

2.5. WARNINGS REGARDING HANDLING, INSTALLATION & MAINTENANCE:

- The padel court should be treated during handling, installation and maintenance with appropriate machinery and equipment to avoid damage to the padel court.
- Follow the handling, installation and maintenance instructions established by JUBO PADEL. Maintenance should be undertaken by a company whose quality is certified by JUBO PADEL.

Claims will not be accepted for product breakage/deterioration arising from the use of unsuitable equipment.

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2.6. GENERAL WARNINGS FOR PRODUCT USE:

- Carefully read the usage indications in the commercial files and technical data sheets.
- Have physical barriers in place to stop dirt entering the area of the padel court.
- Avoid contact with heavy objects and/or sharp edges (furniture, vehicles, fork-lift trucks, etc.).
- Use the padel court only for the usage recommended by JUBO PADEL and never for any other activities.
- Do not expose the product to physical or chemical agents which have not been specified by JUBO PADEL.
- Claims will not be accepted when the installations have been used incorrectly.

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3. ANNEX 1: PRODUCT SHEET

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4. ANNEX 2: INVOICE & PROOF of PAYMENT