

WARRANTY FOR ARTIFICIAL TENNIS – PADDLE – MULTISPORT TURF.

Cod: GA.12.02 Rev: 9

0. COMMERCIAL WARRANTY

This warranty constitutes a commercial warranty from MONDO, hereinafter THE WARRANTOR, issued to its client, without prejudice to the legal and compulsory guarantees that could correspond resulting from the application of current legislation in the state where the MONDO GROUP Company which made the sale has its registered office or other legislation that is legally applicable.

As this document constitutes a commercial warranty, it must be applied and shall be effective in accordance with the strict terms set forth herein, and which are detailed below, with the limitations and/or exclusions that are set out as essential conditions for THE WARRANTOR to provide this warranty.

For the purposes of this warranty and to identify the warrantor, it is understood that MONDO refers either to MONDO IBÉRICA, S.A., MONDO TUFTING, S.A., or any MONDO GROUP Company, depending on which Company conducted the sale of the product under warranty.

1. BENEFICIARY OF THE WARRANTY.

This warranty extends only to the purchaser of the Product, which will be the only one who can make any claim, judicial or extrajudicial, based on the same.

2. PRODUCT UNDER WARRANTY.

The object of this warranty is the product described in the accompanying data sheet, without prejudice to the fact that to activate the warranty it must be accompanied by proof of purchase, a copy of the delivery note and proof of payment.

3. WARRANTY PERIOD.

This warranty is provided for the period resulting from the application of the factors listed in Annex 1, in relation to the product type and geographic location where the installation of the Product occurred in consideration of the influence on the life of product of the different ultraviolet radiation conditions originating from solar radiation.

4. WARRANTY CONDITIONS.

THE WARRANTOR, hereby guarantees that, except under the conditions referred to in the section *Exclusions of Warranty*, and during the warranty period applied to each type of product, the thread or filament used, will retain its stability against ultraviolet radiation originating from solar radiation.

The warranty period begins when the product leaves our facilities, with a maximum limit of three months in storage, in accordance with the instructions/conditions of use and storage of the material (Annex 2).

THE WARRANTOR undertakes, under the conditions in the section "Warranty Application", to repair and/or replace the artificial turf during the years of the warranty expressed in Annex 1, as long as product defects are directly attributable to THE WARRANTOR and recognized as such by an industry expert.

5. EXCLUSIONS OF WARRANTY.

The warranty shall not apply if:

- 5.1. The product is used for a different purpose other than sport in accordance with the *Use and Maintenance Instruction Manual for MONDOTURF artificial turf football and rugby pitches, and tennis and paddle tennis courts*.
- 5.2. The product has any kind of damage caused by the inadequate handling and storage not conforming to the instructions for use included in all the rolls of product manufactured (Annex 2) and the instructions given by THE WARRANTOR'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 Annex 2, 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.

5.3. The product has any damage caused by faulty installation of the same, defined as the fulfilment of each and every one of the requirements in the Product Data Sheet attached in Annex 3, both in terms of the installation process and the incorporation of other elements with the qualities, characteristics and proportions envisaged.

THE BENEFICIARY may not plead ignorance about any aspect of the installation system, in so far as, in addition to being a regular operator in the sector, THE WARRANTOR agrees to provide technical assistance in relation to any doubts regarding the installation system. Such assistance will be provided via telephone or by written communication, never in person.

5.4. The product has any type of damage caused by faulty or inadequate use or maintenance. Faulty or inadequate is understood to be any non-compliance, total or partial, with the Use and Maintenance Instructions for installation included as Annex 4.

To activate this warranty it will be necessary for maintenance of the installation too have been carried out by a Company that was previously approved for that purpose by the Guarantor, or any of those recorded in the list of companies accredited for maintenance work in Annex 5 which is hereby incorporated with this Warranty.

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. THE GUARANTOR, 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 THE WARRANTOR checking that the maintenance has been performed in accordance with the instructions prescribed in Annex 4.

5.5. In any event, if the product suffers any damage caused by:

1. Burns, tears, pulling, cuts, accidents due to vandalism, abuse, neglect or abandonment during storage, transportation or installation which was not the responsibility of MONDO.
2. Faults or defects in the load bearing sub-base or Surface base of the installation due to inadequate design and construction.
3. Wear or abrasions caused by and/or due to an inadequate installation supporting sub-base or surface base.
4. Using filler products with characteristics (type, shape, composition, particle size, density, quantity, dosage, etc.) which are not suitable or recommended by MONDO.
5. Faults or defects due to improper maintenance.
6. Use of inappropriate footwear or equipment for doing sports.
7. Use of the facilities for purposes which differ from those for which it was designed and installed.
8. Using cleaning products and methods which are not suitable.
9. Any chemical reaction caused by unsuitable fillers or those not recommended by MONDO.
10. Yarn fibrillated during or after installation, for purposes which are not the proper placement of the filler.
11. Trouble due to improper maintenance or repairs made by a Company not accredited by MONDO for the activity of providing maintenance services for MONDOTURF artificial turf sports surfaces.
12. Any natural disaster.

5.6. The product undergoes normal wear and tear of the fibre (or fiber), not related to any manufacturing defects, which depends exclusively on the construction of the turf (gauge used, deposited weight, number of stitches and fibre (fiber) height and the intensity of use of the facility.

5.7. The STX and STX Supercourt artificial turf systems developed for the practice of Paddle are manufactured with a specific type of Polyethylene that provides a particular technical and sports functions. Since a paddle tennis court is surrounded by glasses and these may have different characteristics in terms of their technical properties and orientation, when the track 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 lawn due to this circumstance, is excluded from the guarantee.

6. SCOPE AND LIMITS OF THE WARRANTY.

6.1. The WARRANTOR shall be exclusively responsible for direct damage to the product, not caused by any other party, which was the result of other elements, although related, directly or indirectly, to a defect in the Product.

6.2. 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 THE WARRANTOR with regards repair, refund or replacement of the Product will be reduced by a percentage directly proportional to the number of years passed in relation the number of years of the warranty.

6.3. The WARRANTOR, in compliance with this warranty and assuming that, having detected a defect in the Product which activates this warranty may:

6.3.1. Repair the Product.

6.3.2. Reimburse the cost of the product, minus a proportionate amount as set out in a paragraph 6.2 of this clause.

6.3.2. Replace the Product with a new one, although the client must bear the cost inherent to the application of paragraph 6.2 of this clause.

7. WARRANTY ACTIVATION.

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:

7.1.1. THE WARRANTOR 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.

7.1.2. A company must be engaged, which has experience in the field of artificial turf sports flooring 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 THE WARRANTOR 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 THE WARRANTOR, 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.

THE WARRANTOR 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.

7.1.3. THE WARRANTOR, 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.

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

8. APPLICABLE LEGISLATION AND 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 THE WARRANTOR, and the courts where its headquarters are registered.

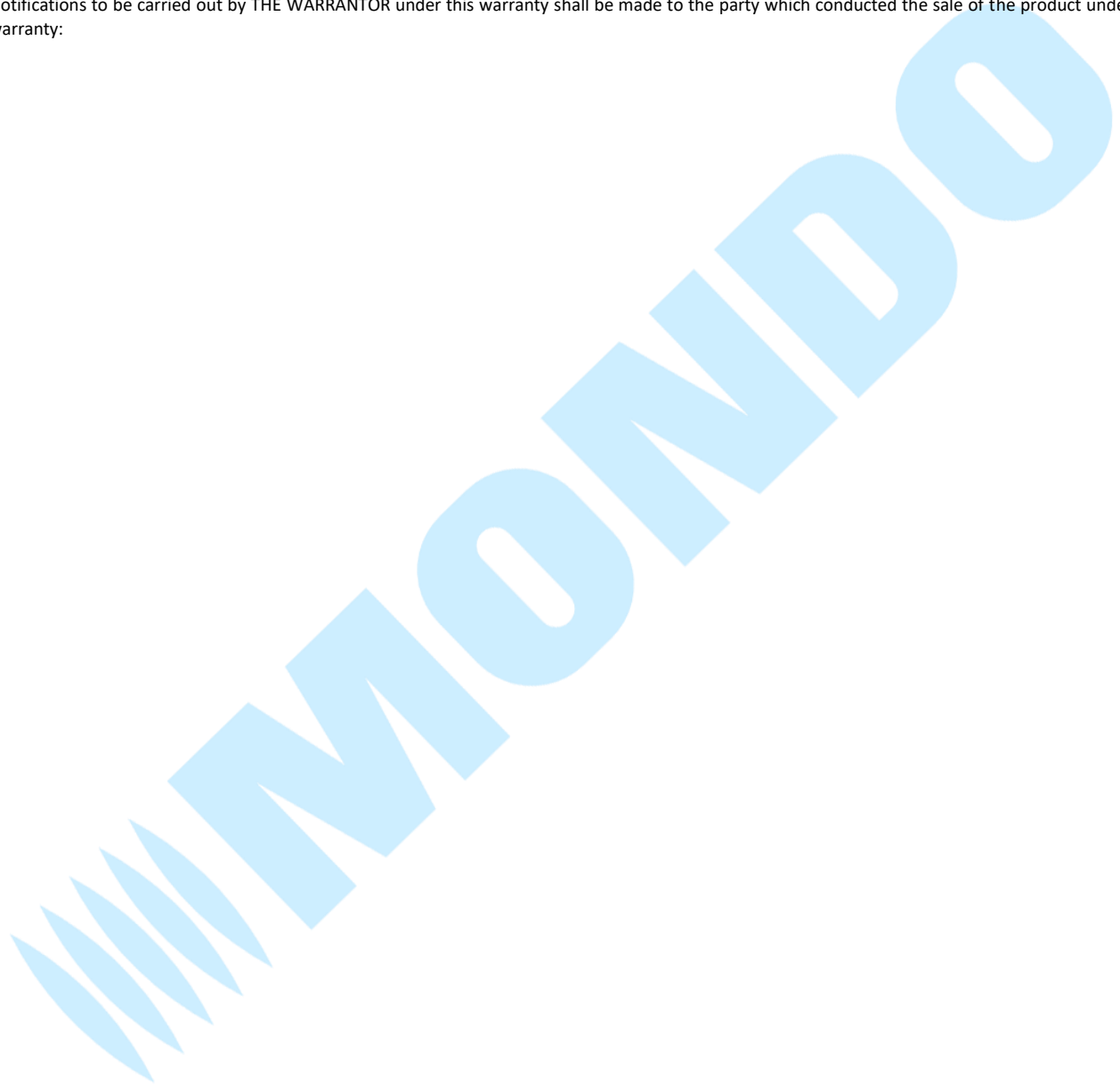
In the event that the conditions exist for legal and mandatory application of another legislation, the parties agree to submit their differences to *legal or technical arbitration*.

9. CONSERVATION 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.

10. NOTIFICATIONS.

Notifications to be carried out by THE WARRANTOR under this warranty shall be made to the party which conducted the sale of the product under warranty:

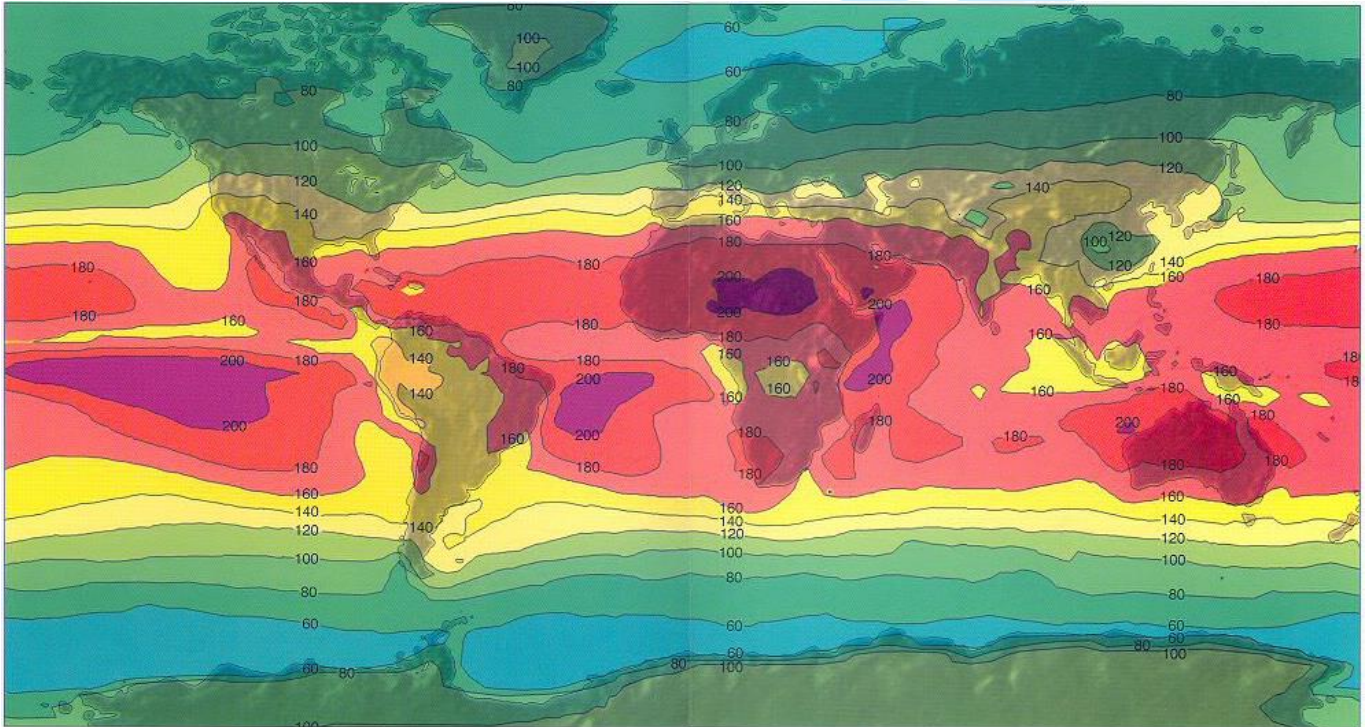


ANNEXES

ANNEX 1. WARRANTY IN NUMBER OF YEARS ACCORDING TO THE PRODUCT TYPE AND INTENSITY OF SOLAR RADITATION MEASURED IN KLY.

Tenis/Pádel/Multisport Product Type	< 100 kLy	100 / 120 kLy	120 / 140 kLy	140 / 160 kLy	>160 kLy
MONDOTURF NSF MONOFIBRE STX 90	8	7	6	5	4
MONDOTURF NSF MONOFIBRE STX 90 SUPERCOURT	7	6	5	4	3
MONDOTURF NSF 66	5	4	3	2	1

Global solar UV radiation map.



Annex 2. INSTRUCTIONS FOR TRANSPORTATION, HANDLING AND STORAGE INCLUDED IN EACH ROLL OF TURF MADE.

1. VERY IMPORTANT:

- Read and keep this instruction booklet in a safe place.
 - Keep the identification tags of the rolls received to preserve traceability, and so that they are available when making claims. They allow us follow the 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 Mondo Tufting 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. GENERAL CONSIDERATIONS:

- Read and preserve this booklet and all commercial product information. For any questions please contact our sales department or as applicable Mondo Tufting S.A., before making decisions that could compromise product quality or harm its performance characteristics.
- Claims cannot be accepted by Mondo Tufting 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 Mondo Tufting 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.

3. CHECKS WHEN RECEIVING THE PRODUCT:

1. Check the correspondence between the goods ordered and those received.
2. Submit the turf 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.

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 with 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 Mondo or the customer, or in improper storage conditions.

5. CAUTIONS REGARDING HANDLING INSTALLATION AND MAINTENANCE:

- The product should be treated during handling, installation and maintenance with appropriate machinery and equipment to avoid damage to the product.
- Follow the instructions for handling, installation and maintenance prescribed by the manufacturer. Maintenance must be performed by a company accredited by MONDO for the activity of providing maintenance services for artificial turf sports surfaces MONDOTURF.

No claims will be accepted for breakage/damage to the product due to the use of inappropriate equipment.

6. GENERAL CAUTIONS REGARDING THE USE OF THE PRODUCT:

- Carefully read the instructions of use contained in the commercial folders and data sheets.
- Prepare physical barriers to prevent dirt entering from around the paved area.
- Avoid contact with heavy and/or pointed objects (furniture, vehicles, forklifts, etc.)
- Use the product only for the use recommended by the manufacturer, never to carry out other activities.
- Do not expose the product to physical or chemical agents not specified by the manufacturer.

No claims will be accepted when correct use of the facilities has not been performed.

ANNEX 3. PRODUCT DATA SHEET

MONDO

ANNEX 4. USE AND MAINTENANCE INSTRUCTIONS

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ANNEX 5. LIST OF ACCREDITED COMPANIES FOR THE MAINTENANCE OF FACILITIES.

