

MONDO LIMITED MATERIAL WARRANTY

| | | | |
|----------------------------|--|------------------------------|---|
| Warranty Holder: | | Warranty Term: | <i>Manufacturing Defects: <u>1 year</u> (the "Manufacturing Defect Period"). Excessive Wear: <u>10 years</u> (the "Excessive Wear Period").</i> |
| Dealer/Distributor: | | Warranty Start Date: | |
| Mondo Order #: | | Specified Product(s): | |
| Project Name: | | Project Address: | |

- Subject to the below terms and conditions, Société Mondo America Inc. ("Mondo") provides this Limited Material Warranty ("Limited Warranty") to the Warranty Holder for the Specified Product(s): (a) for the Manufacturing Defect Period specified above against manufacturing defects or failure to comply with Mondo's technical specifications, or Mondo's technical data sheet as of the date of manufacture which manufacturing defect or failure prevents use (collectively, a "Manufacturing Defect"), and (b) for the Excessive Wear Period against wear through the top surface to the underlayment under normal use in areas other than pivot or high stress areas ("Excessive Wear"). (A valid claim for Manufacturing Defect or Excessive Wear is collectively referred to as a "Covered Claim.") The Warranty Term shall commence on the date which is the earliest of ninety (90) days from Mondo's shipment date or Owner/Contractor requested date (the "Warranty Start Date").

LIMITATIONS AND DISCLAIMER

This Limited Warranty constitutes the only warranty made by Mondo, is a complete and exclusive statement of its obligations and is the sole and exclusive obligation of Mondo hereunder. Mondo shall have no liability for any claim which is not a Covered Claim. Under no circumstances will Mondo be liable for labor or any other costs incurred in connection with the repair, removal, installation or replacement of the Specified Product(s) except as may be specifically provided herein, direct or indirect damages, incidental or consequential damages, lost profits, lost sales, injury to property or any other damages, losses or contingencies arising out of or relating to the Specified Product(s).

The Limited Warranty is valid only for the original end user (the "Warranty Holder") of regular or first quality Specified Product(s) and is not assignable or transferable under any circumstances. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALSO IS IN LIEU OF ANY OTHER OBLIGATIONS ON THE PART OF MONDO (CONTRACTUAL, TORT OR OTHERWISE).

Mondo makes no representations, expressed or implied, not specified herein. No representative, agent or employee of Mondo, or any dealer, distributor, agent or other person, is authorized to enhance, amend or extend in any manner from the terms of this written Limited Warranty or assume for Mondo any additional liability or responsibility.

An express condition precedent to any and all liability hereunder shall be Mondo's receipt of full payment for the Specified Product(s). In no event shall Mondo have any liability hereunder unless Mondo has received full payment for the Specified Product(s).

- Subject to the terms and conditions hereof, Mondo warrants that in the event of a valid Claim covered by this Limited Material Warranty, Mondo shall at its sole discretion elect either:
 - to repair the affected area(s) of the Specified Product(s);
 - to ship replacement product(s) reasonably equivalent to the affected area(s) of the Specified Product(s); or
 - to supply, at Mondo's discretion, an overlay product similar to the Specified Product(s) or an alternative product(s) not identical in type, thickness or otherwise from the Specified Product(s) that is/are installed on top of the affected area(s).
- In no event shall any liability of Mondo hereunder exceed the actual cost of the Specified Product(s) required to be repaired, replaced or overlaid in the affected area(s), provided however, that because all products depreciate over time, Mondo's liability limit for any Excessive Wear hereunder shall, starting on the first (1st) anniversary of the Warranty Commencement Date, reduce each year during the Term by a percentage, the numerator of which is the expired number of years in the Term prior to Mondo's receipt of a written notice of claim, and the denominator of which is the Excessive Wear Period.
- This Limited Warranty shall not cover any of the following:
 - failure to install and/or maintain the Specified Product(s) per Mondo's current installation and maintenance guidelines, specifications and/or technical bulletins and memorandums;
 - usage for which the Specified Product(s) was not designed;
 - faulty design and/or construction of the building and/or sub-base;
 - failure of the other contractors to adhere to their specifications;
 - excessive dryness or moisture above specifications in the sub-base for any reason;
 - failure to correctly prepare the surface of the sub-base prior to the installation of the Specified Product(s);
 - failure to correctly apply topical moisture mitigation products;

- normal wear and tear or any portion which has been subjected to neglect or abuse, or wear in pivoting and high stress areas;
- luster reduction from use, scaling, cracking, changes in color shading and surface deterioration due to exposure to sunlight, UV rays and/or other climatic conditions for indoor products,
- normal wear and tear;
- slight wear on seams due to height difference;
- differences in color/shading/flecking and/or marbling variations with any actual samples, printed illustrations and/or previous production dye lots;
- failure to comply with Mondo's storage recommendations;
- use of non-Mondo adhesive(s);
- use of a non-certified installer(s);
- patent defects or discrepancies which were or could have been discovered prior to installation;
- use of unapproved underlayments.

5. As a condition precedent to any of Mondo's obligations hereunder, the Purchaser must provide written notice to Mondo at 2655 Francis Hughes, Laval, Quebec, Canada H7L 3S8 within the earlier of either (a) expiration of the applicable Warranty Period or (b) the date which is ten (10) days after the discovery of any alleged defect. Such notice shall include the details and photographs concerning the alleged defect. After notification, an authorized Mondo representative shall have the right to inspect and verify the alleged defect.
6. This Limited Warranty shall be void if the Specified Product(s) has been repaired, replaced or overlaid by persons other than those authorized and approved by Mondo to perform such work. Receipt and installation of any and all Specified Product(s) constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers. The repair, replacement, or overlay of the Specified Product(s) proven to have a Manufacturing Defect or Excessive Wear shall not be deemed to extend or prolong the Manufacturing Defect Period, the Excessive Wear Period, nor the conditions of this Limited Warranty.
7. PRODUCT SPECIFIC EXCLUSIONS AND LIMITATIONS:

| Product | Product Thickness | Specific Product Limitations / Exclusion Summary |
|---------------------------------|-----------------------------|--|
| Advance ▲ | 4 mm | Not for ice skates and athletic footwear with spikes |
| Advance New Generation ▲ | 6, 8 and 10 mm | Not for ice skates and athletic footwear with spikes |
| Advance Protection ▲ | ≈ 9.7 mm system | Not for free-weight areas and under heavy static or dynamic loads |
| Advance Vulcanized ▲ | 8 and 10 mm | Not for ice skates and athletic footwear with spikes |
| Everlay T/ Everlay Protection ▲ | 1.5 mm/4.7 mm | Not for use in free-weight areas and under heavy static or dynamic loads |
| MondoArmor/Valor ▲ | 6 mm | Not for ice skates, metal cleats, and free-weight areas |
| Valor ▲ | 10 mm | Not for ice skates and metal cleats |
| MondoArmor/Valor Strength ▲ | ≈ 18 mm | Not for ice skates and metal cleats |
| Ramflex Interlock ▲ | 8 mm | Not for ice skates, metal cleats, and free-weight areas |
| Ramflex/Sport Impact** ▲ | 6 mm | Not for use in free-weight areas |
| Ramflex/Sport Impact** ▲ | 10 mm | Not for use with non-approved underlayments |
| Ramflex/Sport Impact Strength ▲ | ≈ 18 mm and ≈ 22 mm systems | |
| Reflex HP ▲ | 4 mm | Not for ice skates, metal cleats, and free-weight areas |
| Sportflex M* | 6, 8, 10, 12 and 13.5mm | Not for athletic footwear with spikes |
| Super X Performance* | 6 and 8 mm | Not for athletic footwear with spikes |
| Super X Performance* | 10, 12 and 13.5 mm | |
| Super X 720/Mondotrack WS* | 13.5 mm | |
| Vinylsport ▲ | 7 mm | Not for ice skates, free-weight areas, and under heavy static or dynamic loads |
| Zone-It ▲ | 6 and 10 mm | Not for ice skates, metal cleats, and free-weight areas |
| Zone-It Magnetic Wall Tiles ▲ | 2 mm | |

Note: All indoor and outdoor applications have the following exclusions: luster reduction due to contaminated water, improper and/or insufficient cleaning, transit of vehicles and/or pieces of equipment on the surface, cuts, gouges and punctures caused by sharp objects and/or by use of improper apparel or equipment.

*All track applications have the following exclusions: concentrated wearing or pivoting on high stress areas such as long/triple jump areas, pole-vault take off areas, high jump/pole vault take-off areas, starting block areas, javelin runways, etc.

**All ice arena applications have the following exclusions: damage from pucks and heel strikes, other damage caused by inappropriate use of skates, high stress or pivot areas such as players bench, penalty boxes, access to ice surface, pivot areas outside of changing rooms and other areas where excessive wear will occur because of nature of use.

▲ Indoor product only.

SOCIÉTÉ MONDO AMERICA, INC.

Prepared by:

Date:

Certificate Number: