MONDO AMERICA
INDOOR LIMITED MATERIAL WARRANTY

Warranty Holder:	***[Insert Warranty Holder Information]***	**Warranty Term:**	***5 years against Excessive Wear 1 year against Manufacturing Defects***
		Commencement date:	
Mondo Order Number:	***[Insert Purchase Order]***	**Specified Product(s):**	***Mondoflex***
Project/Facility Name:		**Project/Facility Address**	

1. Subject to the terms and conditions hereof, Société Mondo America Inc. ("Mondo") provides this Limited Material Warranty to the above specified Warranty Holder covering the above-referenced Specified Product(s): (a) for a period of one (1) year against manufacturing defect which such manufacturing defect prevents use of the Specified Product(s), and (b) for a period of ten (10) years against surface wear through the top surface to the underlayment from normal use in areas other than pivot or high stress areas ("Excessive Wear"). (A valid claim for Manufacturing Defect or Excessive Wear will be collectively referred to as a "Covered Claim"). For all purposes hereof, the Warranty Term shall commence on the date which is thirty (30) days from Mondo's date of shipment for the Specified Product(s) (the "Warranty Commencement Date").

2. Subject to the terms and conditions hereof, Mondo warrants that in the event of a valid Covered Claim covered by this Limited Material Warranty, which such Specified Product has been installed and maintained in accordance with the Mondo's specifications, technical specifications and/or technical bulletins Mondo shall at its sole discretion elect either: (a) to repair the affected area(s) of the Specified Product(s) proven to be subject to the Manufacturing Defect or Excessive Wear; or (b) to ship replacement product reasonably equivalent to the affected area(s) of the Specified Products proven to be subject to the Manufacturing Defect or Excessive Wear; or (c) to supply at Mondo's discretion an overlay product similar to the Specified Product or an Alternative Product(s) not identical in type, thickness or otherwise from the Specified Product; that is/are installed on top of the affected area(s) of the Specified Product proven to be subject to a Manufacturing Defect or Excessive Wear; provided, however, that specifically excluded from this Limited Material Warranty is any claimed defect that affects only an aesthetic property or attribute of the Specified Product.

3. Notwithstanding any contrary provision hereof, in no event shall any liability of Mondo hereunder exceed the actual cost of the Specified Product or Alternative Product required to repair, replace or overlay (in Mondo's sole discretion) the affected area(s) of the Specified Product(s) (the "Liability Limit"). Furthermore in consideration of the fact that 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 twenty (20%) percent of the initial Liability Limit. For example, unless Mondo has received written notice of an Excessive Wear claim prior to the first anniversary of the Warranty Commencement Date, Mondo's total liability shall be reduced to eighty (80%) percent of the initial Liability Limit until the next anniversary of the Warranty Commencement Date, at which time Mondo's total liability shall be reduced to sixty (60%) percent of the initial Liability Limit, with further twenty (20%) per cent reductions of the initial Liability Limit on each such anniversary throughout the Warranty Term.

4. EXCLUSIONS AND DISCLAIMERS. MONDO'S LIABILITY HEREUNDER SHALL BE LIMITED AS SPECIFIED ABOVE, WHICH SHALL BE 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 ANY SPECIFIED PRODUCTS COVERED BY THIS LIMITED MATERIAL WARRANTY, EXCEPT AS SPECIFICALLY PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL MONDO BE LIABLE FOR DIRECT OR INDIRECT DAMAGES, LABOR, REMOVAL, INSTALLATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS, LOST SALES, INJURY TO PROPERTY OR ANY OTHER DAMAGES, LOSSES OR CONTINGENCIES DUE TO OR ARISING OUT OF ANY SPECIFIED PRODUCT, WHETHER OR NOT SUBJECT TO A MANUFACTURING DEFECT. THE LIMITED MATERIAL WARRANTY IS VALID ONLY FOR THE SPECIFIED WARRANTY HOLDER AND IS NOT ASSIGNABLE OR TRANSFERABLE UNDER ANY CIRCUMSTANCES. THERE SHALL BE NO THIRD PARTY BENEFICIARIES (INTENDED OR OTHERWISE) HEREUNDER. THIS LIMITED MATERIAL WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITATION 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). THIS LIMITED MATERIAL WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY MONDO AND IS A COMPLETE AND EXCLUSIVE

STATEMENT OF ITS OBLIGATIONS. MONDO MAKES NO REPRESENTATIONS, EXPRESSED OR IMPLIED, NOT SPECIFIED HEREIN. ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY MONDO'S EMPLOYEES, REPRESENTATIVES, AGENTS, DEALERS, OR DISTRIBUTORS THAT DIFFER, ENHANCE, AMEND OR EXTEND IN ANY MANNER FROM THE TERMS OF THIS WRITTEN LIMITED MATERIAL WARRANTY SHALL BE OF NO FORCE OR EFFECT. NO REPRESENTATIVE, AGENT OR EMPLOYEE OF MONDO, OR ANY OTHER PERSON, IS AUTHORIZED TO ASSUME FOR MONDO ANY ADDITIONAL LIABILITY OR RESPONSIBILITY WITH MONDO FLOOR COVERING EXCEPT AS DESCRIBED ABOVE.

5. Without limiting the foregoing and subject to the particular type of Specified Product involved, this Limited Material Warranty shall not cover damage to the Specified Product(s) caused in whole or in part by any of the following: (a) usage for which the Specified Product(s) was not designed; (b) faulty design and/or construction of the building and/or sub-base; (c) failure of the other contractors to adhere to their specifications; (d) deficiencies in the concrete or asphalt slab; (e) excessive dryness in the concrete slab; (f) failure to install correctly moisture and/or vapor barriers; or (g) excessive moisture or alkali from humidity, spillage, mechanical failure, migration through the slab or walls, or from any other source.

6. Specifically excluded from this Limited Material Warranty is any Specified Product which has been subjected to neglect, abuse, or wear in pivoting areas and high stress areas. Without limiting the foregoing , this Limited Material Warranty in addition does not cover damage due to skate blades, free-weights, stains, gouges, punctures, tears, accidents, or damage resulting from any intentional misuse of products; luster reduction from use; normal wear and tear; scaling, cracking and gradual changes in color shading due to exposure to sunlight and/or climatic conditions. Differences in color/shading/flecking and marbleisation variations with any actual samples, printed illustrations and/or previous productions are also excluded under this Limited Material Warranty.

7. In no event shall Mondo have any liability for any patent defects or discrepancies which were or could have been discovered prior to installation of the Specified Products. Nor shall Mondo have any liability for any failure to comply with Mondo's storage recommendations, nor for any Specified Products which have been stored for more than six (6) months prior from date of shipment from Mondo.

8. This Limited Material Warranty shall not apply to Specified Products which have been discontinued or Specified Products in a discontinued color, marbleisation or flecking at the time of sale, or to goods sold as seconds or B grade. This Limited Material Warranty shall become void if the proper Mondo adhesive or Mondo recommended adhesive has not been used on the installation, if the Specified Product has not been installed by certified installers, or if the Specified Product has not been maintained in accordance with all of Mondo's specifications.

9. 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 (i.e., one year for a claim of Manufacturing Defect, and ten years for a claim of Excessive Wear) and (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. Promptly thereafter, Mondo will, if it determines the claim to be valid, and at its discretion, elect one of the options as provided in paragraph 2 herein above. If shipment of an alternative product(s) is elected in accordance with this Limited Material Warranty, Mondo will try to supply a color and embossing, to the extent that they are reasonably available, close to that of the Specified Product at the basis of the warranty claim. If a product similar to the Specified Product is to be supplied, Mondo will make reasonable efforts, to provide a similar product in color and texture/finish, if its production can be combined with a production run of the same product and color; however Mondo cannot guarantee an exact match of color, shading, marbleisation, fleck dispersion, or finish of the Specified Product(s) to be repaired, replaced or overlaid.

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

11. No delivery of a specified or alternative product(s) for any repair(s), replacement(s) or overlay(s) shall be deemed to extend or prolong the Term of this Limited Material Warranty. This Limited Material Warranty shall be void if the Specified Products are repaired, replaced or overlaid by persons other than those authorized and approved by Mondo to perform such work.

12. Receipt and installation of any and all Specified Products constitutes acceptance of this Limited Material Warranty and all of its terms, conditions, limitations and disclaimers.

SOCIÉTÉ MONDO AMERICA, INC.

By:
Date:
Certificate number: