

### 2-YEAR WARRANTY ON MONDO PRODUCT

<b>Warranty Beneficiary:</b>	
<b>Product</b> exclusively chattel	
<b>Project:</b>	

1. MONDO S.p.A. (hereinafter "MONDO"), as mere manufacturer/producer of the Product is pleased to hereby grant the Warranty Beneficiary with a limited warranty in regard of the Product (hereafter the "MONDO Conventional Warranty"). The MONDO Conventional Warranty is subject to the terms, conditions and limitations set forth hereunder, against: (i) discrepancies from the technical specifications of the Product, as contained in the related "*Technical Data Sheet*" (hereinafter "TDS"), except for those due to normal wear and tear and to weathering and (ii) serious defects, such as to totally prevent the Product from use. In both cases, the presence of discrepancies and/or of serious defects directly ascribable to MONDO's liability shall be previously assessed and evaluated as per a detailed analysis carried out by MONDO Quality Control Department, in the event of discrepancies under paragraph (i) above, and as per a verification and a technical survey carried out by MONDO After Sale Department, in the event of defects under paragraph (ii) above.
2. The MONDO Conventional Warranty shall be deemed, to the extent of its effectiveness, as an additional warranty which does not substitute the terms and conditions set forth under the MONDO general sales conditions. The MONDO Conventional Warranty shall be intended to operate exclusively for the benefit of the aforementioned specific Warranty Beneficiary. No third-party beneficiaries (predetermined or not) are admitted under this warranty.
3. The MONDO Conventional Warranty concerns exclusively the Product itself and for itself considered as being sold by MONDO and does not cover possible discrepancies, defects and flaws attributable, directly or indirectly, to the laying activities or to lack of or incorrect maintenance of the Product.
4. The MONDO Conventional Warranty shall be valid for 2 (two) years and shall start from the delivery date of the Product to the Warranty Beneficiary. For the case the Product is an *indoor* or an *outdoor* portable or permanent athletic banked track, the MONDO Conventional Warranty shall operate exclusively for the case the Product was laid down by a certified MONDO installer/poser.
5. The MONDO Conventional Warranty enforceability is subject to the fact that the Warranty Beneficiary, under penalty of forfeiture, gives written notice of the discrepancies and/or of the serious defects within and no later than 8 (eight) days as from the delivery date in case of apparent defects and, always under penalty of forfeiture, within and no later than 8 (eight) days as from the discovery date in case of hidden serious defects or flaws undetectable at the date of receipt (so called "vizi occulti"), by giving evidence of the assumed discrepancy of defect affecting the Product.
6. The MONDO Conventional Warranty is subject to the simultaneous occurrence of the following conditions:
  - 6.1 in case of patent discrepancies/defects at the date of receipt of the Product, at time of the complaint by the Warranty Beneficiary the Product has not yet been subject to installation,

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- application, combination, trimming or any other handling, manipulation or intervention thereof;
- 6.2 both in case of patent and hidden discrepancies/defects, the installation/use/lay down of the Product has not occurred after 6 (six) months as of the invoice date;
  - 6.3 appropriate storage conditions and installation procedures of the Product have been adopted, pursuant to the Mondo "*Storage and Installation Manual*", attached hereto;
  - 6.4 appropriate weather conditions of use and appropriate and adequate maintenance procedure of the Product have been adopted, pursuant to the Mondo "*User's Maintenance Manual*", attached hereto;
  - 6.5 the Product has been repaired, replaced and/or overlaid in accordance with and pursuant to the directives and authorizations noticed by MONDO in writing;
  - 6.6 the Warranty Beneficiary has notified the discrepancy/defect in writing to MONDO within and no later than the terms and methods set forth under the MONDO general sales conditions and under this MONDO Conventional Warranty providing a detailed description accompanied by pictures.
7. Upon positive assessment by MONDO's qualified expert's evaluation, the MONDO Conventional Warranty enforcement will give title to the Warranty Beneficiary, at MONDO's discretion, to the replacement of the Product defective surface(s) portion(s) to the extent necessary to remedy the faults and defects covered by the MONDO Conventional Warranty. The replacement neither suspend or interrupt the lapse of the MONDO Conventional Warranty duration nor trigger the beginning of a new warranty period. In the event of partial or total replacement according to the present clause, MONDO will use any reasonable effort so that the characteristics of the existing product used for the replacement matches the replaced Product, but MONDO shall not ensure and is not committed under this MONDO Conventional Warranty to match the exact correspondence between the replaced Product and the one employed for the replacement.
  8. The MONDO Products are subject, due to their own nature, to natural wear and tear, decay and degradation resulting from the use and due to the time lapsing: this does not represent a manufacture flaw and/or a defect of the Product and is not covered neither by this MONDO Conventional Warranty nor by other warranties of whatever nature. It's expressly excluded from the MONDO Conventional Warranty any performance warranty concerning the Product. Furthermore, the MONDO Conventional Warranty operates exclusively in case of normal use of the Product in respect to the intended use of the Product itself.
  9. The MONDO Conventional Warranty is strictly limited to the purchase price of the Product paid by the Warranty Beneficiary (net of any fiscal burden and of any other costs and expenses) and operates exclusively upon the existence of the discrepancies or of the serious defects have been expressly acknowledged in writing by MONDO.
  10. The amount of the MONDO Conventional Warranty is intended to decrease annually due to the wear and tear and the natural degradation and deterioration of the Product provided that this is associated to a normal use of it. The amount of the replacements covered by the MONDO Conventional Warranty will be equal to the 100% during the first year of effectiveness and to the 50% in the second year. Now therefore, in case of discrepancies or serious defects timely noticed during the second year of validity of this MONDO Conventional Warranty and expressly acknowledged by MONDO, the Warranty Beneficiary shall be required to pay the costs of the replacement, deducted the aforementioned percentage.

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11. In no event the MONDO Conventional Warranty covers damages for loss of profits or revenues, consequential damages or other direct or indirect damages (including, without limitation, loss of sales and/or business opportunities, damages to Warranty Beneficiary properties, or other damages, loss or depending expenses resulting from the Product usage) or for any image, non-proprietary, non-pecuniary or reputational damage. Custom duties, local taxes and any import and nationalization charges involved in the shipment of the replacement product(s), if due, shall be always for the Warranty Beneficiary's account.
12. The MONDO Conventional Warranty does not cover special needs and/or expectations, express or implied, that the Warranty Beneficiary may for the case lay in the Product or to its employment for specific purposes which differs from the common intended use of the specific Product, unless MONDO expressly committed itself in this way in writing.
13. This MONDO Conventional Warranty does not apply to discrepancies merely pertaining to the esthetic qualities of the Product such as, by mere way of example and without limitation, differences in colour/shading/flecking/marblization, compared to any sample, to printed illustration and/or to the product previously employed; changes in colour shading and/or luster reduction due to ordinary wear and tear and weathering; concentrated wear and tear and/or luster reduction focused in pivoting and other higher used, trampled and stressed areas.
14. The MONDO Conventional Warranty does not cover damages caused, totally or partially, by: accidents due to fortuitous events; acts of third parties or of vandalism; exposition to climate conditions different from the tolerance limits provided by MONDO under the TDS; whatever improper and/or incorrect use of the Product; incorrect or inappropriate handling of the Product by the installers/layers; any usage or employment of the Product other than the properly intended ones; unsuitability of the surfaces, of the laying substrates, of the underlying support and of the adjacent structures to the Product due to their *design*, faulty manufacture or construction and/or lack of performance; use of procedures and/or of products for laying and/or for installation inappropriate or in any case other than those specifically indicated by MONDO; spread of damaging chemical substances; improper cleaning procedures and/or products and incorrect maintenance procedures or products in respect to those specifically indicated by MONDO.
15. The MONDO Conventional Warranty shall not apply in case of *force majeure* (fire, earthquake, flooding, collapses of the underlying/adjacent support structures, etc.) or in case the humidity and temperature weather conditions are other than those indicated under the TDS or in any case unsuitable to the specific use/employment for which the Product is intended for.
16. This MONDO Conventional Warranty constitutes the sole warranty, express or implied, granted by MONDO for the Product and constitutes the complete and exhaustive representation of its obligations taken in connection therewith. Any and all representations, promises, warranties or statements by MONDO or by any of its employees, agents and/or representatives, dealers and/or distributors differing howsoever from the terms of this MONDO Conventional Warranty shall have no effect against MONDO. No representative, agent or employee of MONDO, or any other person including third parties such as dealers or distributors, is authorized to assume for or against MONDO any additional liability or responsibility except as herein described.

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17. Except in the case of fraud or gross negligence and without prejudice to the MONDO general sales conditions and the limitation of liability thereto provided, further liabilities of MONDO for product defects or faults are specifically exempted. It shall remain so understood that the fulfilment by MONDO to the obligations provided under this MONDO Conventional Warranty excludes compensation for further damages of whatever nature. In any case, the compensation for indirect and consequential damages, for loss of profits and for whatever other non-pecuniary damages is expressly excluded.
  
18. This MONDO Conventional Warranty is construed under and governed by the Italian law. Anything which is not regulated under the present MONDO Conventional Warranty shall be exclusive subject to the MONDO general sales conditions and to the Italian laws concerning the sales of goods. Any dispute which could arise between MONDO and the Warranty Beneficiary in respect to this MONDO Conventional Warranty shall be submitted to and finally settled by the Court of Turin (Italy), with express exclusion of further or concurrent courts.
  
19. The Mondo "*Storage and Installation Manual*" and the Mondo "*User's Maintenance Manual*" attached hereto and both concerning the Product are herewith handed to the Warranty Beneficiary.

For receipt, acknowledgement and full acceptance by the Warranty Beneficiary:

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