



MONDO LIMITED WARRANTY – MONDOTRACK

1. Mondo America Inc. (“Mondo”) provides this Limited Warranty for its MONDOTRACK rubber track surfacing (“Specified Product”) against manufacturing defects in material for a period of five (5) years from the date of sale. Mondo warrants that in the event of a manufacturing defect in the Specified Product covered by this Limited Warranty, which such Specified Product has been installed and maintained in accordance with the Mondo’s specifications, technical specifications and/or technical bulletins, Mondo’s sole liability shall be to elect either of the following in Mondo’s sole discretion: (a) to repair the Specified Product proven to be subject to the manufacturing defect; or (b) to ship replacement product reasonably equivalent to the Specified Product proven to be subject to the manufacturing defect; or (c) to ship and install over the Specified Product proven to be subject to the manufacturing defect, a product reasonably equivalent to the Specified Product (i.e. flooring overlay). However, in no event shall any manufacturing defect affecting only the aesthetics and not the performance of any Specified Product require Mondo to provide anything other than a reasonable aesthetic resolution.

LIMITATIONS AND DISCLAIMERS

Mondo’s liability hereunder shall be limited as specified above, which shall be the sole and exclusive obligation of Mondo hereunder. 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 covered by this Limited 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 the Specified Product, whether or not subject to a manufacturing defect.

The Limited Warranty is valid only for the original end user of regular or first quality Specified Product 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).

This Limited 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 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.

2. The repair, replacement, or overlay of the Specified Product proven to have a manufacturing defect shall not be deemed to extend or prolong the period or terms of this Limited Warranty. This Limited Warranty shall be void if the Specified Product has been repaired, replaced or overlaid by persons other than those authorized and approved by Mondo to perform such work.

3. Without limiting the foregoing and subject to the particular type of Specified Product involved, this Limited Warranty shall not cover damage to the Specified Product caused in whole or in part by any of the following: (a) usage for which the Specified Product was not designed; (b) faulty 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.

4. Specifically, excluded from this Limited Warranty is any Specified Product which has been subjected to neglect, abuse, and excess wear in pivoting areas and high stress areas. In addition, this Limited Warranty does not cover damage due to stains, gouges, punctures, tears, accidents, or damage resulting from any intentional misuse of product; luster reduction from use; normal wear and tear, gradual changes in color shading due to exposure to sunlight and/or climatic conditions. Differences in color/shading/flecking and marblization variations with any actual samples, printed illustrations and/or previous productions are also excluded under this Limited Warranty.

5. This Limited Warranty shall not apply to Specified Products which have been discontinued or Specified Products in a discontinued color, marblization or flecking at the time of sale, or to goods sold as seconds or B grade. This Limited 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 Mondo installers, or if the Specified Product has not been maintained in accordance with all of Mondo’s specifications.

6. As a condition precedent to any of Mondo’s obligations hereunder, the claimant must provide Mondo with written notice within thirty (30) days of the discovery of any alleged defect and supply Mondo with the details 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 Specified Product to be defective, at its option, elect as provided in paragraph 1 above. If shipment of alternative product is elected in accordance with this Limited Warranty, the same product, color and embossing of the Mondo Specified Product will be supplied to the extent then reasonably available. Mondo will make reasonable efforts to match any of its standard colors for such alternative product if, at the required time, such production can be combined with a production run of the same product and color, but Mondo cannot guarantee to match the exact color shading, marblization, fleck dispersion, or finish of said alternative product with the Specified Product.

7. Receipt and installation of any and all Specified Product constitutes acceptance of this Limited Warranty and all of its terms, conditions, limitations and disclaimers.