

# WARRANTY CONDITIONS.

1. Protective Comfort Group/ Pemarsa, (hereinafter the "Company"), guarantees that the referenced flooring below is free of manufacturing defects for a two year period from the date of purchase, provided that all product handling, installation and rules of use specified in this Installation Manual are complied with.

2. Any manufacturing defect spotted, within the period of warranty, should be notified to the company in writing within 30 days from the date it appears. This request will be studied and, provided that all conditions and requirements specified in this warranty are fulfilled, the company will repair the defective tiles or will replace them with proper ones, according to its criteria, free of charge for the customer.

3. Substantial manufacturing surface defects on tiles shall only be claimed before the installation. At this point, defective tiles shall be put aside and a solution shall be requested, providing the batch number and remaining data appearing on the pallet tag.

4. Any manufacturing defect found in any tile covered by this warranty, and if the inspection and tests performed by the company prove that the flooring has been handled, installed and used in compliance with the rules provided in the Installation Manual, the company shall be exclusively responsible for repairing or replacing the affected tiles.

5. Under no circumstance shall the company be held liable for any direct or indirect damage, especially those arising from the installation, loss of sales, property damage or any other type of damage, loss or expenses resulting from the use or sale of the flooring solution covered by this warranty.

6. The terms of this warranty shall not be interrupted nor extended by the repair or replacement of tiles.

7. This warranty shall not cover damages caused on the total or on part of the floor surface due to incorrect systematic or eventual use, using it for other purposes other than those for which it has been designed, or in a negligent and/or abusive way. For example: use of Aerobic or Fitness flooring solution in Free Weights areas. This warranty shall not either cover flooring damages resulting by room construction defects. On the other hand, it shall neither cover damages resulting from flooring exposure to temperatures equal or over 40°C, caused by direct sunlight or by any other cause.

This warranty shall not cover customer lack of satisfaction due to appearance wear resulting from insufficient or improper maintenance, stains or dents caused by inadequate footwear, or under special circumstances (alterations or repair works) in which no appropriate floor pro-

tection is fitted. It shall not cover changes in brightness or appearance due to use. It shall not cover color changes in areas with longer sunlight exposure than others, and color changes as compared with the samples. In case of replacement, the company will see that the new pieces have the same appearance as the existing ones, although it cannot guarantee identical color and/or brightness levels.

8. Damages resulting from the use of fixing or adhesive products other than those recommended by the company, or than those previously officially endorsed by the company, are not covered by this guarantee.

9. This guarantee is made only for the original user of new top quality flooring, and shall under no circumstance be transferred. This warranty substitutes all existing explicit or implicit warranties; including, but not limited to, any warranty regarding sales or appropriateness for a specific use.

This warranty constitutes the only warranty foreseen by the company, and is totally and exclusively a written statement of obligation. The company will not issue any explicit or implicit statement not included herein. Any and all statements, promises or warranties issued by the company or its workers which differ in any way with the terms specified in this warranty writ, shall be ineffective. No company representative, agent or worker whatsoever, nor any other person is authorized to enter, on behalf of the company, into any additional responsibility in relation with the flooring solution manufactured by the company other than those described in this document.

10. The warranty is limited to a two (2) year period from the purchase date. Should the warranty period be extended, the appraisal thereof shall be calculated by discounting a percentage equivalent to the time of use lapsed from the time of the installation until the claim (1st and 2nd year: 100%, 3rd year: 60%, 4th year: 40%, 5th year: 20%).

This warranty covers manufacturing defects, always in compliance with the conditions specified herein.

11. Competent jurisdiction and applicable law: Both for the customer and supplier, the agreed competent jurisdiction is Alicante, Spain. However, the supplier reserves the right of initiating legal proceedings against the customer in any other competent court.

This legal relationship is bound by Spanish law, except as provided by the United Nations Agreement, of 11th April 1980, on international merchandise purchase agreements.