



MONDOFLEX II

LIMITED WARRANTY

Mondo America Inc. warrants the Mondoflex II Sport Surface to be free of manufacturing and material defects for two (2) years from the date of purchase/installation. Mondo further warrants the Mondoflex II against excessive wear for a period of five (5) years specifically that the Mondoflex II wear layer will not wear away completely to the rubber backing, under normal use, over the first five (5) years from the date of purchase/installation.

Mondo warrants that in the event of a manufacturing defect for any flooring covered by this Limited Warranty, and if the investigation shows that the flooring has been installed and maintained in accordance with Mondo's specifications, Mondo shall repair the material proven to be subject to the material or manufacturing defect, or depending on the degree of flooring affected provide for a partial or full replacement (including removal) of the defective flooring replace it with sufficient tile or flooring.

LIMITATIONS

MONDO'S LIABILITY HEREUNDER SHALL BE LIMITED TO REPAIRING THE MATERIAL SUBJECT TO THE MATERIAL OR MANUFACTURING DEFECT, OR PROVIDING THE REPLACEMENT THE MATERIAL AS SPECIFIED ABOVE . THE OBLIGATION OF MONDO AS SET FORTH ABOVE SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF ANY PURCHASER FROM MONDO. UNDER NO CIRCUMSTANCES WILL MONDO BE LIABLE FOR LABOUR OR ANY COSTS INCURRED IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF ANY FLOORING COVERED BY THIS LIMITED WARRANTY. UNDER NO CIRCUMSTANCES WILL MONDO BE LIABLE FOR DIRECT OR INDIRECT DAMAGES, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS, LOST SALES, INJURY TO PROPERTY OR ANY OTHER DAMAGES, LOSSES OR CONTINGENCIES INCURRED BY REASON OF THE USE OR INABILITY TO USE OF THE MONDO FLOORING COVERED BY THIS LIMITED WARRANTY

Repairs or replacement deliveries shall not be deemed to interrupt or prolong the period or terms of this Limited Warranty. This Limited Warranty shall be void if the flooring is repaired or replaced by persons other than those authorized and approved by Mondo to perform such work. Without limiting the foregoing and subject to the type of Mondo flooring installed, this Limited Warranty shall not cover damage to the flooring caused in whole or in part by any of the following: (1) Usage for which the flooring was not designed; (2) Faulty construction of the building and /or sub-base; (3) Failure of the other contractors to adhere to their specifications; (4) Deficiencies in the concrete or asphalt slab; (5) Excessive dryness in the concrete slab; (6) Excessive moisture or alkali from humidity, spillage, mechanical failure, migration through the slab or walls or from any other source. For the Advance/Everlay loose-laid system excessive moisture shall be deemed to be moisture vapor emissions in the concrete sub-floor that exceed 12lbs per 1000 sq.ft. in a 24 hr. period using the calcium chloride test.

Specifically, excluded from this Limited Warranty is any material which was subject to neglect, abuse, and excess wear in pivoting areas and high stress areas. In addition, the Limited Warranty does not cover damage due to stains, gouges, punctures, tears, accidents, or damage resulting from any intentional misuse of products; 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 marbleization variations with any actual samples, printed illustrations and /or previous productions are also excluded under this Limited Warranty.

This Limited Warranty shall not apply to products which have been discontinued or products in a discontinued color, marbleization 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 material has not been installed by certified installers, or if the material has not been maintained in accordance with all of Mondo's Specifications.

As a condition precedent to any of Mondo's obligations hereunder, the purchaser must provide Mondo with written notice within thirty (30) days of the discovery of any alleged defect and supply Mondo with 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 flooring to be defective, at its option, arrange for the repair or partial and/or full replacement of the defective material. If replacement is made in accordance with this limited Warranty, the same product, color and embossing of Mondo floor covering will be supplied to the extent then available. Mondo will make every effort to match in production any of its standard colors for the replacement flooring and provided at the time of replacement it can be combined with a production run of the same product and color, but Mondo cannot guarantee exact color shading, marbleization, fleck dispersion, or finish of the replacement flooring with the defective flooring.

DISCLAIMER OF ALL OTHER WARRANTIES ES EXPRESS OR IMPLIED
THE MONDO LIMITED WARRANTY IS VALID ONLY FOR THE ORIGINAL USER OF REGULAR OR FIRST QUALITY FLOOR COVERING MATERIAL AND IS NOT ASSIGNABLE OR TRANSFERABLE UNDER ANY CIRCUMSTANCES. THIS LIMITED WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND 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 IN ANY MANNER FROM THE TERMS OF THE WRITTEN 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.

MONDO AMERICA INC.