

**MONDO AMERICA
LIMITED MATERIAL WARRANTY
NON-SPORT, COMMERCIAL FLOORING PRODUCTS**

1. Mondo America Inc. ("Mondo") provides this Limited Warranty for non-sport, commercial surfacing materials and adhesive (collectively, the "Specified Products") against manufacturing defects in material for a period of one (1) year from the date of shipment (the "Warranty Commencement Date") and against excessive wear for a period of fifteen (15) years from Warranty Commencement Date. For purposes of this Limited Warranty, non-sport, commercial surfacing does not include any sport related surfacing sold by Mondo. For purposes of this Limited Warranty, the term excessive wear shall be deemed to be the wearing away of more than 0.0375 inch of the Specified Product. Mondo warrants that in the event of a manufacturing defect during the warranty period 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 excessive wear; or (b) to ship replacement product reasonably equivalent to the Specified Product proven to be subject to the manufacturing defect or excessive wear; or (c) to ship and install over the Specified Product proven to be subject to the manufacturing defect or excessive wear, 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 requires 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(s) covered by this Limited Warranty, except as specifically provided herein. 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 due to or arising out of the Specified Product or Specified Adhesive, whether or not subject to a manufacturing defect or excessive wear.

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.

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

2. The repair, replacement, or overlay of the Specified Product(s) by Mondo hereunder 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(s) 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(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 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 other sub-base; (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 damage due to stains, loss of gloss, cuts, burns, indentations, gouges, punctures, tears, accidents, or damage resulting from any intentional misuse, improper installation, improper maintenance, flood or subfloor imperfections;
 - Experienced luster reduction from use, normal wear and tear, gradual changes in color shading, color fading or discoloration from prolonged or excessive exposure to sunlight, heat and/or climatic conditions;
 - Differences in color/shading/flecking and marbleization variations with any actual samples, printed illustrations and/or previous productions.
5. This Limited Warranty shall not apply to Specified Products which have been discontinued or otherwise sold as quality B material. This Limited Warranty shall become void if the proper Mondo recommended adhesive has not been used on the installation, if the Specified Product(s) 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, all claims must be submitted in writing to claims@mondousa.com or by mail at Société Mondo America Inc., 2655 Francis Hughes, Laval, Quebec, Canada H7L 3S8 within thirty (30) days of the discovery of any alleged defect or excessive wear and supply Mondo with the details, as well as written or photographic evidence showing compliance with all moisture and mat bond testing requirements for the product's original installation and Warranty Holder shall cooperate reasonably with Mondo in all investigation and performance of its obligations hereunder. After notification, an authorized Mondo representative shall have the right to inspect and verify the alleged defect or excessive wear. Promptly thereafter, Mondo will, if it determines that there is a valid warranty claim, 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(s) 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, marbleization, 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.
8. This Warranty and its terms and conditions shall be exclusively governed by the laws of the State of Illinois without regard to its conflicts of law provisions. If any clauses of this Warranty conflict with the law of a given jurisdiction, that clause will be considered inapplicable with the remaining text of the Warranty remaining unaffected.