

WARRANTY  
&  
INSTRUCTIONS FOR MATERIAL STORAGE & USE



PADEL COURTS



# JUBO TENNIS S.L.

ES B53298808

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## 1. WARRANTY

The present warranty constitutes a commercial warranty given by JUBO PADEL (a JUBO TENNIS, SL, brand) to its client, notwithstanding any mandatory warranty that may legally correspond as a consequence of applying the current Spanish legislation, or any other that may be applicable.

As the present is a commercial warranty, it must be applied and be in force under the strict terms contemplated therein and detailed below, with the limits and/or exclusions agreed upon therein essential to its provision by JUBO PADEL.

No JUBO PADEL employee is authorised to modify JUBO PADEL warranties without specific written approval from a legally authorised representative, made out to the BENEFICIARY.

No deduction from the amount of any invoice will be accepted as a warranty without explicit written authorisation from JUBO PADEL.

### 1.1. BENEFICIARY OF THE WARRANTY

The present warranty is granted exclusively to the purchaser of the Product, which will be the only one who can make any claim, judicial or extrajudicial, based on the same.

### 1.2. PRODUCT UNDER WARRANTY

The product under warranty is the padel court described on the accompanying data sheet (ANNEX 1), except for the tempered glass, unless the HEAT SHOCK TEST (EN 14179-1) has been performed previously; without this test, it is impossible to guarantee there are no spontaneous fractures arising from the inclusion of nickel sulphate.

### 1.3. DURATION OF THE WARRANTY

The present warranty shall run for 5 years.

With due maintenance, the metal structure and the glass have a useful lifetime of over 20 years. The rest of the components (grass, lighting, nets, etc.) according to the manufacturer's instructions

### 1.4. WARRANTY TERMS

Through the present document, JUBO PADEL guarantees that, except under the conditions considered in section "1.5. EXCLUSIONS FROM THE WARRANTY", throughout the warranty period given for each product type, the thread or filament used shall maintain its stability vis-à-vis ultraviolet solar radiation. Furthermore, the metallic structure for the padel court (NOT the tempered glass) is guaranteed against the collapse of the structure itself, cracking, flaking, splintering, blistering and corrosion, except under the conditions considered in section "1.5. EXCLUSIONS FROM THE WARRANTY".

The warranty period begins when the product leaves our facilities, with a maximum limit of 3 (three) months in storage, in accordance with the instructions noted in section "2. CONDITIONS/INSTRUCTIONS FOR MATERIAL STORAGE & USE".

JUBO PADEL is committed, per the conditions given in section "1.7. ACTIVATION OF THE WARRANTY", to repair and/or replace the product – during the warranty period "1.3. DURATION OF THE WARRANTY"– whenever the defects of the same are directly attributable to JUBO PADEL and recognised as such by an industry expert.



## 1.5. EXCLUSIONS FROM THE WARRANTY

The warranty shall not be applicable if:

1.5.1. The product has any kind of damage caused by the inadequate handling and storage not conforming to the instructions in section "2. *CONDITIONS/INSTRUCTIONS FOR MATERIAL STORAGE & USE*", and instructions given by JUBO PADEL's personnel.

Nor shall the warranty apply if the product has received any damage during transport of the same from the moment it was made available to the BENEFICIARY, understanding that the product was made available to the latter who took responsibility for its transport, and establishing, unless proved otherwise, that the product was made available in good condition.

The unload of the material will always be the responsibility of the BENEFICIARY, who in any case must follow the unload instructions given by JUBO PADEL. If any doubt or problem is detected before or during the unload, the work must be stopped and contact JUBO PADEL to receive instructions. In case of continuing with the unload work without having received a response from JUBO PADEL and an accident or breakage of any kind occurs, JUBO PADEL can never be responsible for the damages, neither material nor human, being the sole responsibility of the party in charge of making the unload.

Likewise, THE BENEFICIARY undertakes the obligation to inspect the merchandise under this warranty within 10 days of sale, as it is not possible to activate this warranty at a later date for defects or damage that could have been detected during this inspection. In the event that the goods covered by this warranty was transported by ship, the obligation of inspection should have occurred prior to the dispatch of the goods, with the warranty not applicable at a later date except in the case of damage that could not have been detected during this inspection.

Without prejudice to the provisions in section "2. *CONDITIONS/INSTRUCTIONS FOR MATERIAL STORAGE & USE*", the warranty does not apply in the event that i) the material had been stored for more than 3 (three) months, or ii) the material, having been stored for a shorter period, had not been stored under suitable conditions.

1.5.2. The product has any kind of damage caused by faulty handling or installation, understanding installation as meeting each and every one of the specifications detailed in '*ANNEX 1: PRODUCT DATA SHEET*', both in the installation process and in the addition of the remaining parts in the qualities, characteristics and proportions specified.

The BENEFICIARY may not allege a lack of knowledge regarding on any aspect of handling and installation system, insofar that, aside from being a regular operator in the sector, JUBO PADEL is committed to providing technical support for any query related to the installation system. This support shall be freely given over the telephone or in writing, or in person in the presence of a contractual agreement, mutually agreed-upon by the parties, requested beforehand by the BENEFICIARY.

JUBO PADEL accepts no liability for any flaws, defects (apparent or hidden) or loss of assets caused by the client or any third party arising from incorrect usage, installation, processing or treatment through failure to apply the usual professional standards and instructions for said assets.

1.5.3. The product has any type of damage resulting from incorrect use or maintenance. Incorrect shall be understood as any partial or complete non-compliance with the *Instructions for Use and Maintenance Manual for JUBO PADEL Courts*.

For this warranty to be activated, the maintenance of the installation must be undertaken by a company that has previously been authorised for such purpose by JUBO PADEL.

In the event that the installation is outside of Spanish territory, the maintenance of the padel court must be performed by a Company in the sector, defined as one that can prove experience with this type of work, having maintained at least 20 installations over the last 2 years. JUBO PADEL, once the BENEFICIARY has communicated the identity of the company that will perform maintenance and always for a justified reason, may reject it, but in this case must provide the option of at least two companies in the aforementioned territory to carry out that work.



All the above does not preclude the possibility of JUBO PADEL checking that the maintenance has been performed in accordance with the instructions prescribed in the *Instructions for Use and Maintenance Manual for JUBO PADEL Courts*.

1.5.4. In any case, if the product suffers any damage resulting from:

1. Burns, breakage, wrenching, cutting, accidents caused by vandalism, abuse, negligence or neglect during storage, transportation or installation not attributable to JUBO PADEL.
2. Failures, deficiencies and / or incorrect dimensions of the base and / or surface on which the padel court is installed, due to an inadequate design and construction, and in any case, different from the bases and surfaces recommended by JUBO PADEL.
3. Use of filling parts, spares or products with unsuitable characteristics (type, shape, composition, etc.) or those not recommended by JUBO PADEL.
4. Inadequate maintenance.
5. Use of inappropriate sports shoes or equipment to play padel.
6. Use of the padel court for purposes which differ from those for which it was designed and installed.
7. Use of unsuitable cleaning products or methods.
8. Any chemical reaction caused by unsuitable products or those not recommended by JUBO PADEL.
9. Yarn fibrillated during or after installation, for purposes which are not the proper placement of the filler
10. Incidents arising from incorrect repairs or maintenance undertaken by a company not certified by JUBO PADEL.
11. Any natural disaster. With wind, the warranty will be applicable until (no more) force 10 on the Beaufort scale-speed: 55-63 miles per hour (mph) or 88-101 kilometres per hour (kph).
12. The presence of water sprinklers or diffusers, particularly if the water has a high mineral, grey water or regenerated content.
13. Any modification to the metallic structure, particularly cutting, welding or drilling.
14. Gardens, plants or trees of any sort which involve irrigation or moisture at 1 (one) metre or less from the padel court.

1.5.5. The padel court experiences normal wear to any of its components, not due to production defects, depending solely on intensity of use.

1.5.6. A spontaneous break occurs in the tempered glass, produced due to the presence of nickel sulphate, except where the HEAT SHOCK TEST (EN 14179-1) has been performed.

1.5.7. The artificial turf systems developed for the practice of padel are manufactured with a specific type of Polyethylene that provides a particular technical and sports functions. Since a padel court is surrounded by glasses and these may have different characteristics in terms of their technical properties and orientation, when the court is installed outdoors, it may turn out that the refraction of the incident solar radiation modifies the properties of the turf at a thermal level. Such phenomena can be mitigated by applying a special transparent anti-solar film for outdoor use on the glasses around the perimeter of the court, or to portions of these. Generally, it is sufficient to apply the film to the lower part of the crystals (at a height of 25-30cm). Therefore, any condition or damage caused to the artificial turf by excessive heat will be considered outside the quality of the product's manufacture, being excluded from the guarantee.

1.5.8. The instructions and standards set by JUBO PADEL (Order or Contract, General Conditions, Warranty and Instructions for Use and Storage of the Material, Unload Manual, Maintenance Manual and Quality Control) are not followed. Read and follow all JUBO PADEL instructions and manuals carefully. Ignorance of the rules set by JUBO PADEL is no excuse and does not exempt the BENEFICIARY from compliance.



## 1.6. WARRANTY: SCOPE & LIMITS

1.6.1. The warranty is limited to 3 years for those padel courts not installed in covered, insulated environments and less than 3.2 km or 2 miles from the coast, sea, ocean or briny water of any kind.

1.6.2. JUBO PADEL shall be exclusively responsible for direct damage to the padel court, not caused by any other party, which was the result of other elements, although related, directly or indirectly, to a defect in the padel court.

1.6.3. This warranty will have a decreasing value considering the period of years of its validity, such that the liability of JUBO PADEL with regards repair, refund or replacement of the padel court, or any of its components, will be reduced by a percentage directly proportional to the number of years passed in relation the number of years of the warranty.

1.6.4. In compliance with the present warranty and where a defect has been found in a padel court or any of its components that causes the present warranty to be activated, JUBO PADEL may:

1.6.4.1. Repair the defective part.

1.6.4.2. Reimburse the cost of the defective part, less the proportional amount as per the details of section 1.6.3. in the present clause.

1.6.4.3. Replace the defective part with a new one, where the BENEFICIARY must meet the cost inherent in the application of section 1.6.3. of the present clause.

## 1.7. ACTIVATION OF THE WARRANTY

1.7.1. In the event that a situation occurs in which the warranty can be applied under the terms contemplated herein, THE BENEFICIARY must activate it in accordance with the following points:

1.7.1.1. JUBO PADEL must be informed no later than five days following the day on which the damage was discovered, identifying the defect or damage suffered by the product, and accompanied by:

I) the original warranty,

II) the sales receipt and proof of payment,

III) a copy of the delivery note, and

IV) a declaration from the company responsible for maintenance describing the work performed, the timing thereof and the invoice issued for this work.

1.7.1.2. A company must be engaged, which has experience in the field of sports constructions and the evaluation of problems and damage incurred, to produce a report to determine the cause of the problem and the absence of any grounds for exclusion as referred to in this guarantee, and as such must be provided with this document together with the Annexes which form a part of it. The cost of this evaluation will be borne by JUBO PADEL except in the event that it is determined that the conditions required for application of the warranty do not exist. The suitability of the company must be validated by JUBO PADEL, as such this information must be provided in advance of producing the report.

This report must be commissioned in the 10 (ten) days following the day on which the damage was discovered, and must be completed within 30 (thirty) days of commissioning. For calculation purposes, the period shall be understood as calendar days.

JUBO PADEL shall likewise submit to the expertise of that company any other circumstances that could be considered relevant to determining the application or not of the warranty.

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1.7.1.3. JUBO PADEL, in view of the report, which will not have a binding character for either party, shall have 7 (seven) days to communicate whether to accept the claim of the BENEFICIARY or not. If accepted, the actions of repair, replacement or refund will be communicated in the same period and will be carried out in compliance with the warranty.

1.7.2. Compliance with the points and terms outlined above are sine qua non dependent on activation of this warranty.

## 1.8. APPLICABLE LEGISLATION & JURISDICTION

Any dispute or controversy arising from the interpretation of any term or paragraph covered by this warranty is subject to the legislation of the country of JUBO PADEL, and the courts where its headquarters are registered: DENIA. Post Code: 03700 (Alicante - Spain).

In the event that the conditions exist for legal and mandatory application of another legislation, the parties agree to submit their differences to legal or technical arbitration.

## 1.9. RETENTION OF THE TERMS OF THE WARRANTY

The invalidity, revocation or cancellation of any provision of this Agreement shall not affect or impair the enforceability of the remaining provisions of this Agreement. Likewise, it is also the intention of the Parties to replace any invalid, void, or voidable term or clause by a valid and enforceable clause under terms as similar as possible to the invalid, void or voidable clause.

## 1.10. NOTIFICATIONS

Under the aegis of the present warranty, any notifications that need to be made to JUBO PADEL shall be sent to the following address:

DENIA. Post Code: 03700 (Alicante – Spain)

Calle Temple de San Telm, nº 7, 3º piso, puerta 7



## **2. CONDITIONS/INSTRUCTIONS FOR MATERIAL STORAGE & USE**

### **2.1. VERY IMPORTANT:**

- Read and keep this instruction booklet in a safe place.
- Keep the identifying labels from the rolls of grass received to preserve traceability; have them available for any claims made. They provide the full manufacturing history of the product.
- Claims will not be accepted arising from defects which appear as a result of incorrect handling, storage, installation, use or maintenance of the material, and in general, from non-acceptance and compliance with these instructions.
- If a product is defective, it must be returned to JUBO PADEL as soon as possible together with a complaint report, with objective evidence. If the product is not returned it shall be understood as suitable for use and therefore not defective.

### **2.2. GENERAL CONSIDERATIONS:**

- Read and preserve this booklet and all commercial product information. For any questions please contact our sales department before making decisions that could compromise product quality or harm its performance characteristics.
- Claims cannot be accepted by JUBO PADEL if the defects are not sufficiently documented or evidence is not provided to help determine their causes. Any lack of documentation or omission of information will delay taking action and can lead JUBO PADEL to decline any responsibility for the defect.
- No complaints will be accepted which seem to ignore these instructions and/or directions given by our technical and commercial staff.

### **2.3. VERIFICATION UPON RECEIPT OF THE PRODUCT:**

- Upon receipt of the goods, all packages must be thoroughly checked, in order to verify that the number of rolls and amount of materials is correct, that the packages are not damaged and that the labels correspond with the details on the sales invoice issued by JUBO PADEL.
- Where any concerns exist regarding the amount, condition and/or content of the packages, it is imperative that the transporter is advised of these concerns; they must also be specified in writing in the section of the Transport Document (DDT) for this purpose, and JUBO PADEL must be notified of the problem in writing within 72 (seventy-two) hours.
- No claims for defects will be accepted after having used the product. Using the defective product may aggravate the defect, hinder the subsequent investigation of the causes and harm the end user.

### **2.4. CAUTIONS REGARDING STORAGE:**

- The products should be stored in the original packaging supplied by JUBO PADEL.
- The storage area must be enclosed, clean, dry and well ventilated, away from direct sunlight, rain and all other bad weather conditions.
- Unless the product label indicates otherwise, all materials provided by JUBO PADEL should be stored at a temperature between + 5 °C and + 40 °C.
- Artificial turf rolls must be placed horizontally on a flat surface, and should not be stacked more than two rolls high (maximum).
- Glass packages must be placed horizontally on appropriate racks, never horizontally on the floor, base, nor ground.
- Storing products for periods of longer than 6 (six) months from the invoice date for the products, storage in unsuitable environmental conditions and/or storage in an incorrect position can cause products to become permanently damaged or deformed. JUBO PADEL shall not be held liable for improper warehouse management, the mixing of rolls and/or production lots by third parties.

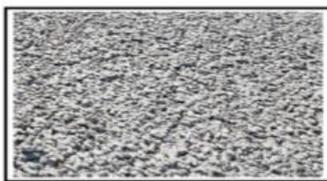
## 2.5. CHECKING AND PREPARING BASE

- The base for the padel court must be suitable for the materials supplied by JUBO PADEL accordingly to the JUBO PADEL drawings, measurements and instructions, always with flat, solid and free of cracks or depressions surface.

- The surface must have a certain "roughness" to avoid abnormal slipping of the artificial turf. Smooth, polished or coated surfaces are not suitable for laying the artificial turf for padel. Mondo offers for indoor applications, specific turf without drainage holes to avoid the deposit of sand between layers, which could create a sliding "bearing effect", and for outdoor applications, Mondo offers specific turf with drainage holes to facilitate the drainage of water.

- JUBO PADEL shall not be held liable for the preparation of bases or surfaces that are not suitable for the purpose of the material supplied by JUBO PADEL, whether indoor or outdoor

- JUBO PADEL does not accept liability for damage to the padel court, caused in whole or in part by faulty design, construction or performance of bases or surfaces, regardless of the nature thereof. JUBO PADEL assumes no responsibility for any dimensional instability, movement, creases, expansion or shrinkage of the artificial turf caused by non-textured, smooth, polished or coated surfaces. The client must make sure that everything is correct before installing a padel court. JUBO PADEL assumes no responsibility for damage caused by poor drainage of water.



**DRAINING**



**ROUGH**



**NOT SMOOTH**



**NOT POLISHED**

## 2.6. WARNINGS REGARDING HANDLING, INSTALLATION & MAINTENANCE:

- The area where the padel court has to be installed must be clean, free from bumps or cracks of any type, flat, even and solid, not slippery, free of objects and other people who are not the padel court installers; always suitably cordoned off to allow for the work to be performed safely by the workers.

- The transit of people in the installation area of the padel court must be prohibited, as well as any activity that may generate dust or other pollutants.

- The padel court should be treated during handling, installation and maintenance with appropriate machinery and equipment to avoid damage to the padel court. Claims will not be accepted for product breakage/deterioration arising from the use of unsuitable equipment.

- Follow the handling, installation and maintenance instructions established by JUBO PADEL. Maintenance should be undertaken by a company whose quality is certified by JUBO PADEL.

- Before start to install, check all the products carefully to ensure that they are free from obvious damage and/or defects.

- JUBO PADEL assumes no responsibility for damage and/or obvious defects in products these have not been reported to JUBO PADEL in writing within 10 (ten) days of discovery thereof, or if the product has been cut, perforated, bonded, laid, affixed and/or subjected to any other treatment or handling. JUBO PADEL shall furthermore not accept returned material that is not properly packaged or in a good condition.

- JUBO PADEL does not accept liability for material and human damage caused in whole or in part by incorrect handling and moving of our padel court material.

- Specifically for the artificial grass of padel courts:

1<sup>st</sup> - Each sheet belonging to a KIT is assigned a code (A, B, C), which indicates how to position the sheet inside the court (see layout). JUBO PADEL does not accept liability for the positioning of the sheets that differ from what is indicated on the layouts. Each padel court is made up of 3 different sheets, which make up a KIT. Each KIT of three sheets is assigned an exclusive number which is shown on the front label of the sheet and the compatibility of the color tone is guaranteed between the sheets of the same KIT, so before removing the sheets from the packaging, always check that the sheets all belong to the same KIT. Otherwise, it is recommended to forward the number of each sheet to JUBO PADEL, also shown on the front label. From this number JUBO PADEL will be able

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to confirm any compatibility between the sheets. JUBO PADEL does not accept liability for the mixing of sheets belonging to different KITS.

2<sup>nd</sup> - The adhesive takes around 12 hours to cure. Do not work or play on turf that is not perfectly glued and anchored in place, and therefore stable.

3<sup>rd</sup> – JUBO PADEL assumes no responsibility for any dimensional instability, movement, creases, dilatation, or shrinkage of the surface where the amount of sand infill used is less than that indicated in the technical data sheet.

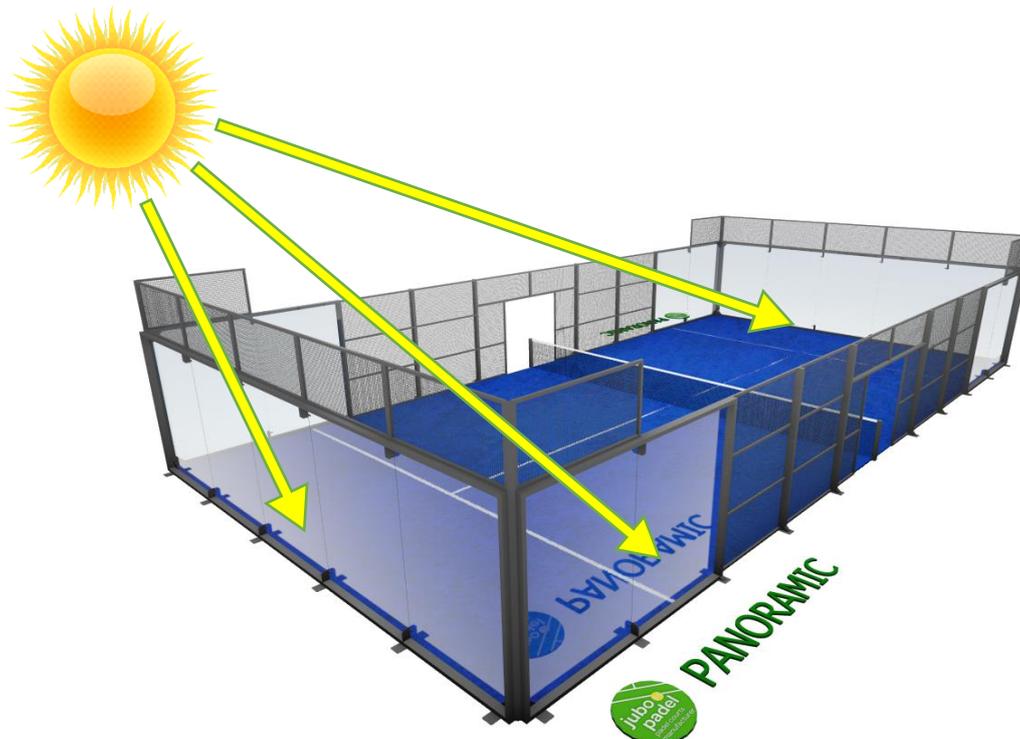
4<sup>th</sup> – JUBO PADEL shall not be held responsible in cases where incorrect laying procedures are followed, where incorrect quantities of sand infill are used (as per the technical specifications for the system in question), or where the materials and methods indicated are not applied. Please note that resistance to wear and tear of the fiber and the dimensional stability of the artificial turf surface are reliant on the use of the correct amount of sand and to the performance of routine and non-routine maintenance (which is the responsibility of the customer). PADEL TURF MUST NEVER HAVE LESS THAN THE CORRECT QUANTITY OF SAND.

5<sup>th</sup> – The polyethylene fiber with which artificial grass is manufactured is capable of withstanding temperatures of up to 100°C. In outdoor padel courts, the artificial turf may be exposed to concentrated sunlight, and as such, to temperatures above 100°C. In such cases, the fibers will undergo irreversible changes to their shape and mechanical characteristics (melting) and the backing may be subject to irreversible expansion or shrinkage.

In outdoor padel courts, phenomena relating to concentration of sunlight are typically due to localized deformations of the glasses at the perimeter of the court (lens effect) and/or the combined phenomena of reflection and refraction of sunlight on the perimeter glasses of the court and/or other adjacent surfaces. Such phenomena can be mitigated by applying a special transparent anti-solar film for outdoor use on the glasses around the perimeter of the court, or to portions of these. Generally, it is sufficient to apply the film to the lower part of the crystals (at a height of 25-30cm)

In addition, with exposure to sunlight, darker colors overheat more easily, as they absorb a larger amount of light from the spectrum of sunlight. For the same reason, surfaces with colored sand infill are more prone to overheating than those with light colored natural sand infill.

**WARNING:** JUBO PADEL does not accept responsibility for melting of the fibers and/ or for abnormal expansion or shrinkage of the surface due to overheating as a result of contact with or proximity to hot surfaces, or to exposure to concentrated sunlight.



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## 2.7. GENERAL WARNINGS FOR PRODUCT USE:

- Read and follow all JUBO PADEL instructions and manuals carefully. Ignorance of the rules set by JUBO PADEL is no excuse and does not exempt the BENEFICIARY from compliance.
- Have physical barriers in place to stop dirt entering the area of the padel court.
- Avoid contact with heavy objects and/or sharp edges (furniture, vehicles, fork-lift trucks, etc.).
- Use the padel court only for the usage recommended by JUBO PADEL and never for any other activities.
- Do not expose the product to physical or chemical agents which have not been specified by JUBO PADEL.
- Claims will not be accepted when the installations have been used incorrectly.

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## 3. ANNEX 1: PRODUCT SHEET

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## 4. ANNEX 2: INVOICE & PROOF of PAYMENT