

## WARRANTY & INSTRUCTIONS FOR MATERIAL STORAGE AND USE

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### 1. WARRANTY

The present warranty constitutes a commercial warranty given by JUBOpadel (a JUBOPADEL INTERNATIONAL, S.L., 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 JUBOpadel.

No JUBOpadel employee is authorised to modify JUBOpadel 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 JUBOpadel.

#### 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 10 years.

With due maintenance, the metal structure and the glass have a useful lifetime of over 40 years. The rest of the components (grass, lighting, nets, etc.) according to the manufacturer's instructions.

The warranty period will begin as from the departure of the product from the facilities of JUBOpadel.

The warranty periods shall not be interrupted nor extended on the grounds of any repair or replacement which has to be carried out thereunder, nor for any other reason which has not been specifically admitted by JUBOpadel.

#### 1.4. WARRANTY TERMS

Through the present document, JUBOpadel 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, 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".

JUBOpadel 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 JUBOpadel and recognised as such by an industry expert.

#### 1.5. EXCLUSIONS FROM THE WARRANTY

The warranty shall not be applicable if:



## WARRANTY & INSTRUCTIONS FOR MATERIAL STORAGE AND USE

- 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 JUBOpadel’s personnel.

Nor shall the warranty apply if the product has received any damage during its transport 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 loaded on the means of transport and 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 JUBOpadel. If any doubt or problem is detected before or during the unload, the work must be stopped and contact JUBOpadel to receive instructions. In case of continuing with the unload work without having received a response from JUBOpadel and an accident or breakage of any kind occurs, JUBOpadel 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 material covered by this warranty within 10 days of receipt of the materials. It is not possible to activate this warranty at a later date for defects or damage that could 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:

- a) the material had been stored for more than 3 (three) months, or
- b) the material has not been handled properly or stored under proper conditions, even though it has been stored for less than 3 (three) months.

- 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, JUBOpadel 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.

JUBOpadel is not responsible for any damage, defects (apparent or hidden) or financial loss caused by the BENEFICIARY, customer or any third party resulting from improper use, installation, processing or treatment by not applying the rules and instructions of JUBOpadel or the manufacturers of other products marketed and supplied by JUBOpadel.

- 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 JUBOpadel Courts*,

The appearance of rust on the metal structure shall not be considered as a reason for activation of the warranty and the indications given in the maintenance manual for its adequacy and good conservation shall be taken into account. JUBOpadel guarantees that only steel of the highest quality is used and that it has been previously galvanized, according to the characteristics indicated in JUBOpadel’s commercial documentation.

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 JUBOpadel.

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. JUBOpadel, 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.



## WARRANTY & INSTRUCTIONS FOR MATERIAL STORAGE AND USE

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

- 1.5.4. In any case, if the product suffers any damage resulting from:
- Burns, breakage, wrenching, cutting, accidents caused by vandalism, abuse, negligence or neglect during storage, transportation or installation not attributable to JUBOpadel.
  - 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 JUBOpadel.
  - Use of filling parts, spares or products with unsuitable characteristics (type, shape, composition, etc.) or those not recommended by JUBOpadel.
  - Inadequate maintenance.
  - Use of inappropriate sports shoes or equipment to play padel.
  - Use of the padel court for purposes which differ from those for which it was designed and installed.
  - Use of unsuitable cleaning products or methods.
  - Any chemical reaction caused by unsuitable products or those not recommended by JUBOpadel.
  - Yarn fibrillated during or after installation, for purposes which are not the proper placement of the filler
  - Incidents arising from incorrect repairs or maintenance undertaken by a company not certified by JUBOpadel.
  - 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).
  - The presence of water sprinklers or diffusers, particularly if the water has a high mineral, grey water or regenerated content.
  - Any modification to the metallic structure, particularly cutting, welding or drilling.
  - 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. 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 JUBOpadel (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 JUBOpadel instructions and manuals carefully. Ignorance of the rules set by JUBOpadel is no excuse and does not exempt the BENEFICIARY from compliance.

### 1.6. WARRANTY: SCOPE & LIMITS

- 1.6.1. The warranty is limited to 5 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. JUBOpadel 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.



## WARRANTY & INSTRUCTIONS FOR MATERIAL STORAGE AND USE

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- 1.6.3. This warranty will have a decreasing value attending to the period of years of its validity, in such a way that the responsibility of JUBOpadel regarding the 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 elapsed in relation to the number of years of the warranty, always taking into account the value of the price list that JUBOpadel has in force at that time.

For the purposes of calculating the value of the good under warranty, the date until the padel court has been repaired, reimbursed or replaced the damaged part will be considered, never the date on which the existence of defects in the Product was reported.

No expenses related to the removal of the defective product, as well as the transportation or installation of the new product shall be included in the warranty and the BENEFICIARY shall pay the associated costs. Only the value of the product itself will be taken into account in the warranty.

In the event that the product covered by the warranty is no longer one of those manufactured or marketed by JUBOpadel, the BENEFICIARY must choose among those manufactured and marketed by JUBOpadel, applying to the decreasing warranty the price of the new product chosen at that time.

If the repair cost is higher than the residual value of the product under warranty, after calculating the cost of the repair and subsequently accepted by the BENEFICIARY, the price shall be settled as follows: half before the start of JUBOpadel's actions and the balance at the end of the work.

This warranty will have a decreasing value considering the period of years of its validity, such that the liability of JUBOpadel 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, JUBOpadel may:
- Repair the defective part.
  - Reimburse the cost of the defective part, less the proportional amount as per the details of section 1.6.3. in the present clause.
  - 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.
- 1.6.5. This guarantee shall not cover any amount derived from loss of profit or any other concept that is not related to any of those mentioned in section 1.6.4.
- 1.6.6. The replacement of the product in application of the warranty will not imply in any case the extension of the warranty period initially granted herein. Said period will only be extended for the period of time that the replacement of the product has lasted without the BENEFICIARY having been able to use the installation.
- 1.6.7. Compliance by JUBOpadel with the obligations set out in point 1.6.4. regarding repair will imply a waiver by the BENEFICIARY from exercising any action, of whatsoever nature, against JUBOpadel, and which was related, directly or indirectly, with the damages or defects that the triggering of the warranty would have produced. This waiver also extends to any actions that could have been exercised previously which it will have to give up.

### 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:
- JUBOpadel 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:
    - the original warranty,
    - the sales receipt and proof of payment,
    - a copy of the delivery note, and



## WARRANTY & INSTRUCTIONS FOR MATERIAL STORAGE AND USE

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

b) 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 JUBOpadel 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 JUBOpadel, 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.

JUBOpadel 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.

c) JUBOpadel, 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 JUBOpadel, and the courts where its headquarters are registered: JUBOPADELINTERNATIONAL, S.L. - Calle Riu Xuquer, 6 - 03778 Beniarbeig -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 JUBOpadel shall be sent to the following address: JUBOPADELINTERNATIONAL, S.L. - Calle Riu Xuquer, 6 - 03778 Beniarbeig -Spain. Phone +34 865 727 153. E-mail: international@jubopadel.com



## **WARRANTY & INSTRUCTIONS FOR MATERIAL STORAGE AND USE**

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### **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 artificial turf 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 JUBOpadel 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 JUBOpadel 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 JUBOpadel 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 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 JUBOpadel.
- In case of doubts about the quantity, condition and/or content of the packages, it is imperative that they are communicated to the transport company; in addition, they must be specified in writing in the CMR (is a complete road consignment), or in the Bill of Lading, or preferably in the Packing List (delivery note itemized with all the material supplied by JUBOpadel), notifying the problem in writing to JUBOpadel 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 JUBOpadel.
- 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 JUBOpadel 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 vertically, never horizontally on the floor, base, nor ground. Once they have been unloaded vertically, they must be stowed to prevent them from slipping or falling.
- Storing products for periods of longer than 3 (three) 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. JUBOpadel 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 JUBOpadel accordingly to the JUBOpadel 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.
- JUBOpadel shall not be held liable for the preparation of bases or surfaces that are not suitable for the purpose of the material supplied by JUBOpadel, whether indoor or outdoor
- JUBOpadel 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. JUBOpadel assumes no responsibility for any dimensional instability, movement, creases, expansion



## WARRANTY & INSTRUCTIONS FOR MATERIAL STORAGE AND USE

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. JUBOpadel 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 JUBOpadel. Maintenance should be undertaken by a company whose quality is certified by JUBOpadel.
- Before start to install, check all the products carefully to ensure that they are free from obvious damage and/or defects.
- JUBOpadel assumes no responsibility for damage and/or obvious defects in products these have not been reported to JUBOpadel 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. JUBOpadel shall furthermore not accept returned material that is not properly packaged or in a good condition.
- JUBOpadel 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:
  - 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). JUBOpadel 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 colour 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 JUBOpadel, also shown on the front label. From this number JUBOpadel will be able to confirm any compatibility between the sheets. JUBOpadel does not accept liability for the mixing of sheets belonging to different KITS.
  - 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.
  - JUBOpadel 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.
  - JUBOpadel 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.
  - 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.

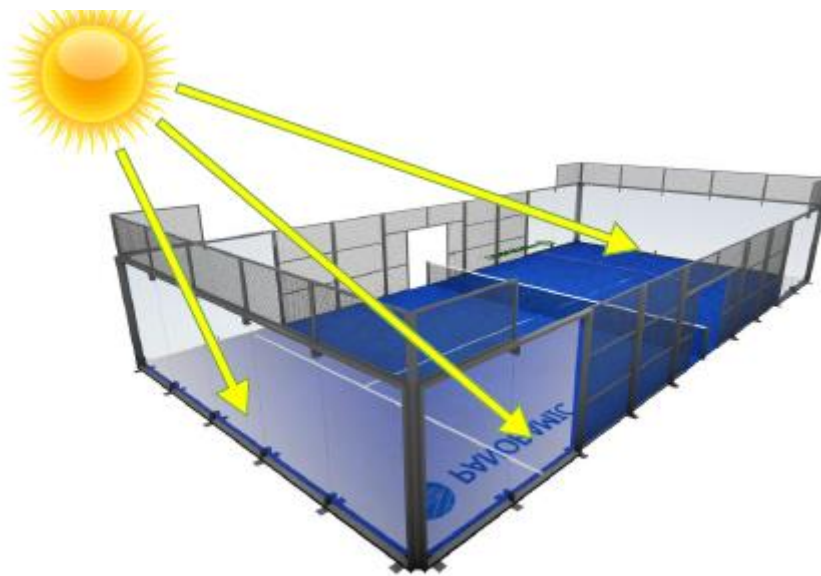


## WARRANTY & INSTRUCTIONS FOR MATERIAL STORAGE AND USE

In outdoor padel courts, the phenomena related to the concentration of sunlight and temperature increase are usually concentrated on the glazed perimeter of the court, especially in the corners, due to the combination of reflection and refraction of sunlight in the glass on the artificial turf surface. This can lead to a considerable increase in temperatures, even above 100°C, which could irreversibly damage the turf. Such phenomena can be mitigated by installing a semi-transparent solar protection vinyl, especially for exteriors, on the perimeter glass of the padel court. Generally, it is sufficient to install the solar vinyl on the lower part of the glass, up to a height of at least 30cm.

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

**WARNING:** JUBOpadel 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, which can easily be avoided by installing solar vinyl on the lower part of the glass.



### 2.7. GENERAL WARNINGS FOR PRODUCT USE:

- Read and follow all JUBOpadel instructions and manuals carefully. Ignorance of the rules set by JUBOpadel 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 JUBOpadel and never for any other activities.
- Do not expose the product to physical or chemical agents which have not been specified by JUBOpadel.
- Claims will not be accepted when the installations have been used incorrectly.

