

8-YEAR GUARANTEE - SOCCERPRO

Art. 1 - OBJECT

The floor covering for sports facilities manufacturer by article by Limonta Sport S.p.A. purchased in Italy and installed in Italy or abroad are covered by a guarantee against possible faults and/or defects, under the following conditions.

Art. 2 - DURATION

The guarantee is valid for **8 (eight) years** as of delivery of the product, which must be proved by a document issued by Limonta Sport S.p.A. bearing the date on which delivery was effected, and regardless of the use of the product.

Any replacements and/or repairs effected by way of guarantee shall not under any circumstance give rise to the commencement of a new period of guarantee.

Art. 3 - PURPOSE

The guarantee is understood to mean the repair and/or partial or total replacement of those parts acknowledged as being defective at origin due to manufacturing faults.

This guarantee covers 95% of the total area of the installation, the remaining 5% corresponds to the normal wear and tear of the most frequently used areas (penalty area, penalty spot, ...).

The guarantee covers:

- a) visible manufacturing defects and/or faults reported prior to the laying and in any case not later than 15 (fifteen) days after delivery of the product, by registered letter with advice of receipt dispatched to Limonta Sport S.p.A., Via Crema, 60, Cologno al Serio (BERGAMO). The postmark shall be proof that the aforesaid registered letter was dispatched in good time.
- b) latent manufacturing defects and/or faults reported by registered letter with advice of receipt dispatched to Limonta Sport S.p.A., Via Crema, 60, Cologno al Serio (BERGAMO), immediately after discovery of the fault and/or defect and in any case within 10 (ten) days subsequent to its discovery. The postmark shall be proof that the aforesaid registered letter was dispatched in good time.

No guarantee is due for any latent defects and/or faults discovered and/or reported after the period of validity of this guarantee, or after 8 (eight) years following delivery of the product.

Both in the case of visible defects and/or faults and in the case of latent defects and/or faults, the report must be accompanied by the purchasing invoice of the product and by a delivery document issued by Limonta Sport S.p.A. or by another probative document issued by the latter bearing the name of the seller and the date on which delivery was effected.



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Art. 4 – CONDITIONS OF ENFORCEMENT OF THE GUARANTEE

The Limonta Sport S.p.A. guarantee can be enforced exclusively after an on-the-spot inspection by a representative of Limonta Sport S.p.A. who shall determine the areas to be replaced and/or the repairs to be carried out.

The Limonta Sport S.p.A. guarantee shall likewise be enforced exclusively whenever all the following conditions have been complied with:

- a) the product has been installed in a workmanlike fashion in compliance with the directions and instructions given by Limonta Sport S.p.A. and with good quality installation materials approved by Limonta Sport S.p.A.;
- b) the product has been used in compliance with its normal intended purpose and with the use of shoes, objects and/or other instruments which are appropriate for the aforesaid product;
- c) the product is utilised in accordance with the regulations in force;
- d) the cleaning and maintenance of the product have been carried out in compliance with the directions and instructions given by Limonta Sport S.p.A.;
- e) the customer is not in arrears with even only one instalment of payment of the price agreed upon;
- f) the product or a component of the latter has not been in any way tempered with, modified, altered and/or otherwise damaged due to causes in any way attributable to the customer.

Any faults and/or defects that may be ascertained, even if included among those covered by the guarantee, shall not give the customer the right to bring action for damages, either direct or indirect, cancellation of the agreement, reduction in price, suspension of payments, nor shall they determine the interruption of the period of validity of the guarantee.

Art. 5 – EXCLUSIONS FROM THE GUARANTEE

This guarantee is explicitly excluded in the following cases:

- a) installation and/or cleaning and/or maintenance not carried out in a workmanlike fashion and/or not in compliance with the directions of Limonta Sport S.p.A.;
- b) reporting of visible faults and/or defects to Limonta Sport S.p.A. after the laying of the material and in any case more than 15 (fifteen) days after delivery of the product;
- c) reporting of latent faults and/or defects to Limonta Sport S.p.A. not immediately after discovery of the fault and/or defect and in any case more than 10 days subsequent to its discovery;
- d) intentional or unintentional use of the sports facility not in keeping with its normal intended purpose and in particular use of the sports facility for purposes other than for practicing sports;
- e) use of shoes, objects and/or other equipment not suitable for the product;



- f) deterioration of the goods due to a cause unrelated to the goods themselves and/or to the responsibility of Limonta Sport S.p.A., such as by way of example: natural catastrophes, fire, explosion, flooding, pollution, intense cold, dust, contact with chemical substances or solvents, accidental breakage, etc...;
- g) acts of vandalism, negligence, carelessness, improper use and abuse;
- h) replacements and/or repairs carried out by third parties prior to reporting the faults and/or defects to Limonta Sport S.p.A. and in any case prior to a representative of the latter carrying out the on-the-spot inspection referred to in art. 4.

Limonta Sport S.p.A. declines all responsibility for any damage which may be incurred, either directly or indirectly, by persons and/or objects as a result of failure to comply with the prescriptions given by the latter on the subject of installation, use and maintenance of the product.

Art. 6 – INDEMNIFICATION CONDITIONS

For visible manufacturing defects and/or faults, Limonta Sport S.p.A. shall take steps to replace the non-laid portion of the material acknowledged as faulty, or grant a reduction of the selling price originally agreed upon.

For latent manufacturing defects and/or faults, without detriment to that contemplated in art. 3, Limonta Sport S.p.A. shall take steps to repair and/or replace those parts acknowledged as faulty due to manufacturing defects, and this guarantee shall decrease by the natural wear and tear of the material, and namely, the indemnification shall be effected deducting the portion ascribable to the natural wear and tear of the product, from its delivery to the appearance of the defect and/or fault, from the part acknowledged as faulty.

The indemnification excludes all and any other damage and interest due to any cause whatsoever.

In the event of the objective impossibility of carrying out the replacement with an identical material, the Limonta Sport S.p.A. material most similar in appearance, quality and price shall be used.

Limonta Sport S.p.A. is not obliged, by virtue of this guarantee, to grant indemnification exceeding the direct costs of repair and/or replacement.

Under no circumstances may the indemnification exceed the original value of the goods supplied.

No indemnification is due after eight years have elapsed following delivery of the material.

Limonta Sport S.p.A. may not be held responsible for any direct or indirect damages however incurred by the purchaser or by third parties, as a result of the purchase, use or also the non-use of the products for the subject of the sale, including without limitation thereto, damage to physical integrity, as well as damage for loss of earnings, interruption of activity, loss of information or other economic losses.

Art. 7 – SALES BY LEASING





Whenever the order form contemplates that the product be purchased by a leasing company and granted on lease to the customer who undersigns the order form as the user, the sales contract shall be understood as being executed exclusively after the customer has also undersigned all the contractual leasing clauses and upon receipt, by Limonta Sport S.p.A., of confirmation from the leasing company of the order undersigned by the user, including these terms agreed upon. In any case, the ownership of the goods shall be transferred exclusively at such time as the entire price agreed upon has been paid.

All and any conditions or agreements stipulated between the user and the leasing company are not opposable to Limonta Sport S.p.A., except whenever they have been specifically approved in writing; otherwise, the seller reserves the right to bring any legal action both against the user and against the leasing company.

Art. 8 - RESERVATION OF OWNERSHIP

The ownership of the product shall be transferred to the customer exclusively upon full payment of the price agreed upon; the customer shall in all cases undertake the risks pertaining to the loss of or damage to the goods supplied to/her as of the day of delivery or the date of installation.

Non-payment or delayed payment, on the scheduled due date, of the established price or of one single instalment of those agreed upon, shall give Limonta Sport S.p.A. the right to regain possession of the goods, without preliminary advice of default, without detriment to any rights to credit for damages and expenses incurred by Limonta Sport S.p.A. for return of the goods and without any obligation to pay compensation to the defaulting customer.

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