

PADEL COURT DELUXE PRODUCT GUARANTEE

1. GUARANTEE

This guarantee constitutes a commercial guarantee of PADEL COURTS DELUXE, S.L., granted to its client, without prejudice of the guarantee that said client may legally and compulsorily be entitled to as a result of the application of the legislation in force in the Spanish state or any other applicable legislation.

PADEL COURTS DELUXE, S.L. shall not be liable for the faults, defects (apparent and hidden) or losses of goods, caused by the client or a third party, due to the improper use, installation, processing or treatment owing to the failure to apply the professional standards and the instructions provided.

This guarantee shall be applied and be valid in accordance with the terms included within and which are detailed below, and the limitations and/or exclusions agreed within are an indispensable condition for PADEL COURTS DELUXE, S.L. to grant said guarantee.

This guarantee may only be modified by a legal representative of PADEL COURTS DELUXE, S.L. and nominally to the BENEFICIARY.

No withholdings are admitted in respect of the guarantee.

1.1. BENEFICIARY OF THE GUARANTEE

This guarantee is exclusively granted to the purchaser of the Product. The purchaser shall be the only person with capacity to file any kind of claim, whether judicial or extrajudicial, based on the guarantee.

The Guarantee shall only be valid together with the purchase invoice and payment receipt, always within the agreed periods detailed in this document.

1.2. PRODUCT OBJECT OF THE GUARANTEE

The object of the guarantee shall be the padel court described in the data sheet, except for the tempered glass. In order to obtain the guarantee on the tempered glass, the HEAT SHOCK TEST (EN-14179-1) must be performed, in order to guarantee the non-existence of spontaneous breakage caused by inclusions of nickel sulphide. This test is not usually performed. Therefore, it shall only be performed upon express request.

1.3. GUARANTEE PERIOD

This guarantee is granted for:

- 2 years for structural elements
- 2 years in paint
- 5 years in lighting.

The rest of components (grass, net, etc.) according to the manufacturer's instructions.

The guarantee starts when the product leaves our facilities.

1.4. GUARANTEE CONDITIONS

PADEL COURTS DELUXE, S.L. hereby, except for the conditions described in section “1.5. GUARANTEE EXCLUSIONS” and during the period stated above, guarantees:

Metal structure:

Against the collapse of the structure itself (not the tempered glass) against cracking, flaking and corrosion, except in the conditions established in section "1.5. GUARANTEE EXCLUSIONS".

PADEL COURTS DELUXE, S.L. undertakes, in the conditions described in section "1.7. ACTIVATION OF THE GUARANTEE", to repair and/or replace during the guarantee period "1.3. GUARANTEE PERIOD", as long as the product defects are directly attributable to PADEL COURTS DELUXE, S.L. and are admitted by them.

In any case, only the product is guaranteed. The costs of travelling expenses of teams, collection and shipment of product shall in no case be included in the guarantees.

1.5. GUARANTEE EXCLUSIONS

The guarantee shall not be applicable if:

- 1.5.1 The product is used for a purpose different to the one it has been designed for, or if all the instructions included in the Manual for Use and Maintenance Instructions for the PADEL COURTS DELUXE, S.L. court are not taken into account.
- 1.5.2 The product shows any type of damage caused by inappropriate handling, modification and/or storage according to section "2. INSTRUCTIONS/CONDITIONS OF USE AND STORAGE OF THE MATERIAL", and/or the instructions given by the staff of PADEL COURTS DELUXE, S.L. If the product shows any damage caused during transport or the unload thereof since it was made available to the BENEFICIARY. Furthermore, the BENEFICIARY must supervise the goods object of this guarantee at the time of unloading, and any incident must be notified to PADEL COURTS DELUXE, S.L. within 24 h of unloading, and it must be duly notified and detailed in the CMR (transit document), otherwise PADEL COURTS DELUXE, S.L. shall not be liable for any damage caused during said transport.
- 1.5.3 The product shows any kind of damage caused by a faulty installation, understanding as such the failure to comply with any of the prescriptions established in the APPENDIX "PRODUCT SHEET", both in the installation process as well as in the incorporation of the rest of elements in the qualities, characteristics and proportions prescribed. The BENEFICIARY may not claim ignorance on any aspect of the installation system, especially because, apart from being a regular operator of the sector, PADEL COURTS DELUXE, S.L. undertakes to provide technical assistance for any doubt regarding the installation system. In case of needing assistance in person, it must be agreed in writing between the parties before formalising the sale, and the purchaser may not demand it if there is no such an agreement.
- 1.5.4 The product shows any kind of damage caused by a defective or non-existent use or maintenance. Defective is understood as any failure to comply, totally or partially, with the Manual for Use and Maintenance Instructions for the PADEL COURTS DELUXE, SL. courts.
- 1.5.5 In any case, if the product suffers any damage caused by:
 - a) Burns, breakages, vandalism or abandonment during storage, transport or installation beyond the responsibility of PADEL COURTS DELUXE, S.L.
 - b) Faults in the sub-base, base or installation surface due to inappropriate design and construction.
 - c) Wear or abrasions caused and/or due to the inappropriate sub-base, base or installation surface of the facility.
 - d) Use of pieces, spare parts or products that are not appropriate or recommended by PADEL COURTS DELUXE, SL
 - e) Inappropriate maintenance.
 - f) Use of footwear or sports equipment that is not suitable for sports practice.
 - g) Use of inappropriate cleaning products or methods.

- h) Incidents due to incorrect repairs or maintenance carried out by a company not authorised by PADEL COURTS DELUXE, S.L.
- i) Any natural disaster. In the case of wind, the guarantee shall be applicable up to force 10 (not more) of the Beaufort scale, speed: 55-63 miles per hour (mph) or 88-101 kilometres per hour (kph).
- j) Any alteration of the metal structure, especially cuts, welding or drilling.
- k) The installation of advertising signs or canvas or of any type placed on the mesh which involves any change to their air permeability.

1.5.6 If there is a spontaneous breakage of the tempered glass, caused by inclusions of nickel sulphide, unless the HEAT SHOCK TEST (EN-14179-1) has been performed.

1.6. SCOPE AND LIMITS OF THE GUARANTEE

1.6.1 The guarantee is limited to 2 years for the courts that are not installed in isolated covered spaces and at least 3.2 km or 2 miles from the coast, sea, ocean or salted waters of any kind.

1.6.2 PADEL COURTS DELUXE, SL shall exclusively take responsibility for the damage suffered directly in the padel court, and not for any other caused to other elements, even if they have a direct or indirect relationship with a defect in the padel court.

1.6.3 PADEL COURTS DELUXE, SL, in compliance with this guarantee and in case, after observing a defect in the court, or any of its components, this guarantee is activated, may:

- a) Repair the faulty part.
- b) Refund the cost of the faulty part or deduct the proportional amount
- c) Replace the faulty part with a new one, and the BENEFICIARY shall bear the corresponding cost of transport.

The guarantee shall only be valid if the installation is carried out by companies authorised to that purpose by PADEL COURTS DELUXE, SL.

In case the installation is outside the Spanish territory, the maintenance of the court must be performed by a company of the sector, understanding as such a company that may prove experience in this type of work.

All the preceding shall not exclude the possibility for PADEL COURTS DELUXE, SL to check that the maintenance has been performed in accordance with the instructions prescribed in the Manual for Use and Maintenance Instructions for PADEL COURTS DELUXE, SL courts.

1.7. ACTIVATION OF THE GUARANTEE.

1.7.1. In case there was an event of application of the guarantee in accordance with the terms established herein, THE BENEFICIARY must activate it in accordance with the considerations of the following points:

- a) They must inform PADEL COURTS DELUXE, S.L. within five days after becoming aware of the damage, by identifying the damage or defect suffered by the product, and enclosing:
 - Original of the guarantee.
 - Purchase invoice and payment receipt.
 - Copy of the delivery note.
 - Certificate from the company in charge of maintenance describing the works undertaken and the frequency of said works.
- b) They must graphically document in detail the causes and extent of the damage caused, in order to carry out a detailed study thereof. Said documentation must be made available within a maximum of 7 days from the discovery of the damage, and PADEL COURTS DELUXE, SL may in any case inspect the damage

"on site" with a technician or specialised staff, in order to verify the origin and extent of the damage to proceed to its repair or replacement if appropriate.

PADEL COURTS DELUXE, SL, in view of the Report, which shall not be binding for any other the parties, shall have 7 days to notify whether they accept or not the BENEFICIARY's claim. In case it is accepted, they must notify within the same deadline the repair, replacement or refund to be made in compliance with the guarantee.

Compliance with the points and deadlines previously stated shall be a sine qua non for the activation of this guarantee.

1.8. APPLICABLE LEGISLATION AND JURISDICTION

Any dispute or disagreement deriving from the interpretation of any of the terms or sections established in this guarantee is submitted to the legislation of the Kingdom of Spain and the Courts of Alicante- Spain.

1.9. PRESERVATION OF THE GUARANTEE TERMS.

The invalidity, nullity or revocability of any Clause of this Contract shall not affect the enforceability of the other Clauses of this Contract. Furthermore, the Parties' intention is to replace any invalid, null or revocable term or Clause with a valid and enforceable Clause in the most similar terms possible to the invalid, null or revocable Clause.

1.10. NOTIFICATIONS.

The notifications to be made under this guarantee to PADEL COURTS DELUXE, SL., must be sent to:

C/ Juan Carlos I, nº 121
C.P. 03348 Granja de Rocamora (Alicante)

2. INSTRUCTIONS/CONDITIONS OF USE AND STORAGE OF THE MATERIAL

2.1. RELEVANT NOTE

- Keep the identification labels of the grass rolls received to preserve their traceability and so that they are available for potential claims. They allow the control of the product's traceability.
- If the product is defective, it must be returned to PADEL COURTS DELUXE, SL as soon as possible, by enclosing the claim report. If the product is not returned, it shall be considered suitable for use and therefore not defective.

2.2. GENERAL CONSIDERATIONS

- Read and keep this leaflet and all the commercial information. In case of doubt, consult with our sales department before taking decisions that may compromise the product's quality or damage its characteristics of use.
- Claims may not be accepted by PADEL COURTS DELUXE, SL if the defect/s are not sufficiently documented or if no proof is provided to be able to determine its causes. Any lack of documentation or omission of information shall delay the taking of action and may motivate PADEL COURTS DELUXE, SL to decline any responsibility with regard to the defect.

2.3. VERIFICATIONS OF THE PRODUCT'S RECEIPT

1. Check that the goods ordered correspond to the ones received.
2. Revise the parts to check there are not defects.

No claims shall be accepted for defects after using the product. The use of the faulty product may aggravate the defect, hinder the investigation of the causes and be prejudicial to the final user.

2.4. WARNINGS ON STORAGE

- The material and parcels sent must be kept intact until the time of installation. In case it is manipulated, any defect, damage or fault shall not be assumed by PADEL COURTS DELUXE, S.L.
- Any material stockpiled outdoors must be protected to prevent damage deriving from weather elements such as rain, hail, snow, solar radiation, etc.
- The product shall be kept in the best possible conditions: Absence of dirt, humidity or chemical products, and piling or contact with surfaces that are not appropriate and may cause deformations should be avoided as far as possible.

2.5. WARNINGS ON HANDLING, INSTALLATION AND MAINTENANCE

- The court must be treated, during handling, installation and maintenance, with the appropriate machinery and equipment in order to prevent damage.
- Follow the instructions for handling, installation and maintenance prescribed by PADEL COURTS DELUXE, SL.