

SURFACING_ MAINTENANCE AND WARRANTIES

S01 SURFACING

MAINTENANCE

Mapei Mapecoat TNS Maintenance Guide to follow.

WARRANTIES

10 years on Product

2 years on Application.

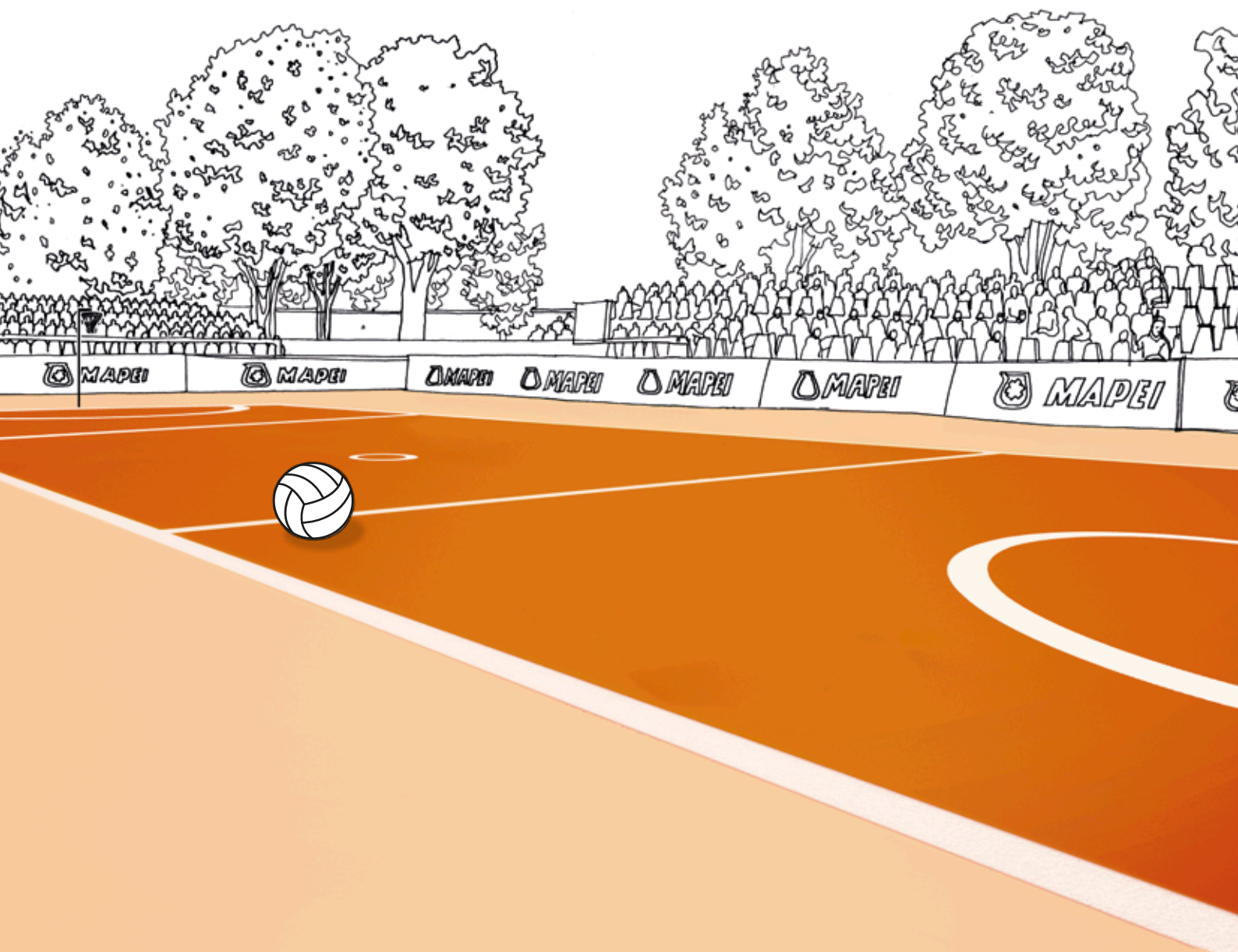
The warranties only apply for use of the court for intended purposes - ball sports. This excludes any other use, for example wheeled activities or motorized vehicles driving on the court.

Hydrostatic pressure and/or the effects of possible water/moisture/dampness emanating from beneath the concrete substrate that could compromise the coating system will lead to voidance of all warranties.

The warranties only apply to correctly maintained coatings as per the Mapei Mapecoat TNS Maintenance Guide.

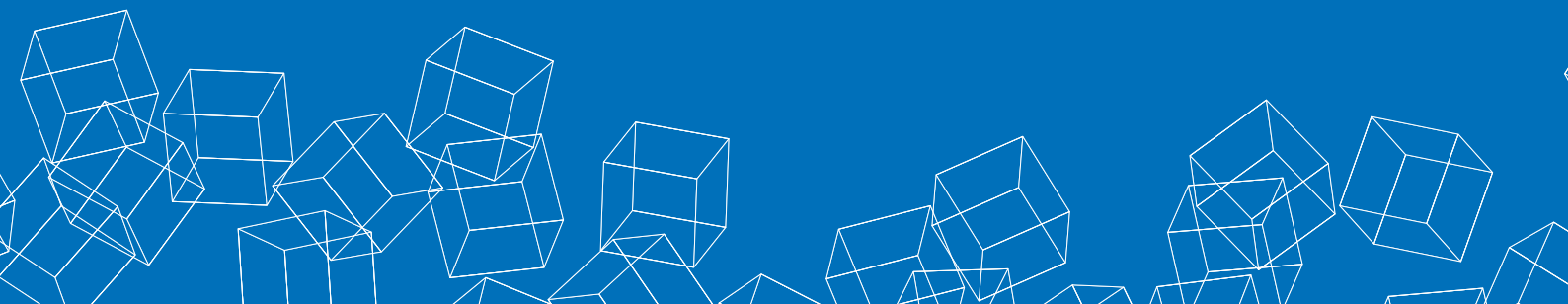


**SPORTS
SYSTEM
TECHNOLOGY**



MAPECOAT TNS

MAINTENANCE GUIDE





INTRODUCTION

A well-constructed and well-maintained **Mapecoat TNS** acrylic court will offer years of safe and enjoyable use. To maximise the life of the court(s), it is the responsibility of the owner to develop and implement a regular and ongoing maintenance program. Regular inspection of the court(s) surface and completion of a maintenance program (which also addresses minor problems and/or damage) will be cost effective and will prevent deterioration of the court surface to the point where major rectification may be required.

The most important step in maintaining an acrylic court surface is to remove debris immediately and attend to spot cleaning regularly. Players and spectators should be encouraged to keep the surface clean by prohibiting food and drink onto the court playing area. Provide signage which advises against items being allowed into the court area which could be damaging to the court playing surface.

As part of the maintenance regime it is recommended that signage be placed at the entrance of the court(s) advising that the appropriate footwear is to be worn at all times. It is important to continually inspect for dirt which may have been trafficked onto the court so as to prevent the soiling of the acrylic surface during play. It is well documented that a dirty court will wear prematurely, will look unattractive and can have adverse effects on the bounce of the ball.

The amount of maintenance required for an acrylic court will vary significantly as a result of geographic location, amount and type of use. As a consequence, the owner should ensure a regular ongoing maintenance program is implemented in line with the use of the court and to ensure longevity of the court surface. A well maintained court will look better, play better and provide many years of enjoyment to all users. **Remember there is no such thing as a maintenance-free court.**

COURT MAINTENANCE

The level of maintenance will depend on the use and type of facility. For a commercial facility, daily removal of debris and cleaning using a power blower is recommended. Private courts may not require this level of inspection or cleaning, however, all visible debris should be promptly removed from the court surface.

Washing of Court

It is recommended that the court surface be high pressure water washed periodically, approximately every 1 – 2 years dependant on the location of the court and whether it is considered to be in a low or high maintenance environment.

A maintenance program that includes regular high pressure water cleaning of the acrylic surface, approximately every 1 – 2 years, will assist in minimising the potential for deterioration to occur from excessive levels of dirt, dust, mould and any other surface contamination. In saying this, it is imperative that care be exercised when high pressure water cleaning to ensure that the water jetting does not damage the surface.

Please note that it is recommended that you do not apply water pressure greater than 1500psi, which may risk causing damage to the integrity of the surface.

The nozzle of the water jet should be held approximately 300mm from the surface of the court and, as a result, cleaning should commence at the high end of the court, walking across the court until the wash is completed at the lower end of the court.

The washing exercise is an excellent time to pick up any blemishes in the surface which include, but are not limited to, cuts, holes, depressions and/or delamination. Obviously, any damage identified should be repaired as a matter of priority to prevent any further deterioration of the acrylic surface.





Removal of Droppings

All acrylic coating systems can suffer from tree sap, bird and/or bat droppings. Due to their damaging nature, it is imperative that they are not allowed to remain on the court surface for any period of time, as they can lead to delamination of the acrylic surface. It is recommended to prevent growth of trees either close to or overhanging the court as damage can result from above and/or below the playing surface.

If these types of droppings are found on the court then the best way to remove them is to dampen the area with a wet sponge and leave until the dropping has softened. Once this has occurred the dropping can be easily removed with either a high pressure cleaner or a hose under pressure.

REGULAR INSPECTION

Look for the following when a court inspection is completed.

- Any signs of cracks.
- Check for bubbling or blistering of the surface.
- Ensure any build-up of debris is removed which prevents drainage of water at the lower end of the court.
- If a depression of greater than 2mm is noticed within the playing area of the court, it is recommended that this be repaired as soon as possible by a qualified court applicator/contractor. Generally you will notice these areas after rain and, as a result, the relevant area will hold water when the remainder of the court appears dry.
- Ensure there is no vegetation growing onto or into the court area. It is a general requirement that a minimum of 100mm border around the perimeter of the court be maintained to prevent vegetation damage.

MAINTENANCE EQUIPMENT

Most facilities use either squeegees or rollers to remove surface water from the playing area. It is imperative to make sure that the rubber of the squeegee is replaced regularly to

prevent damage from metal frame strikes. Foam rollers are less damaging, however, they should be hung up after use to allow correct drying and prevent structural damage to the roller. Power blowers are a necessity to quickly remove debris and/or excess water.

A water pressure cleaner is an excellent piece of equipment to help with cleaning of large facilities. Care should be exercised on the court surface where the water nozzle should not be operated above 1500psi and not closer than 300mm from the surface of the court.

PRECAUTIONS

To avoid possible damage to the court surface during cleaning we recommend you **DO NOT** use the following.

- Steel brushes or abrasive materials
- Detergents
- Cotton rags (as they leave behind residue)
- Solvents (any type)
- Rotary machines (with high pressure)

SUMMARY

It is expected over time for acrylic courts to show signs of use by way of wear. During the course of use it is common for the surface to become shiny from constant sandshoe movement across the surface of the court. Whilst the level of wear will vary depending on use, typically a school or commercial facility would plan for resurfacing every 5 to 7 years. Obviously, a well-cared-for private court will have a longer life span given the reduced level of use.

DISCLAIMER:

Although the maintenance information and recommendations contained in this guide correspond to the best of our knowledge and experience, all the above information must, in every case, be taken as merely indicative and results may vary based on site conditions. In every case, the user alone is fully responsible for any consequences deriving from the use of the product and/or this guide. Please refer to the current version of this maintenance guide available from our website www.mapei.com.au





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PRODUCT PERFORMANCE WARRANTY

Warranty period: 10 Years

Applicator company:

Park-life Ltd

Project address:

Takanini School
39 Takanini School Road
Takanini
Auckland 2112

Name of the installed system:

Mapecoat TNS Race Track

Product name:	area (in m2)
Planiseal MR	165
Mapecoat TNS Race Track	165

This page extends the 10 years warranty document for the purpose of describing the product/s for the TBA project and cannot be use independently.



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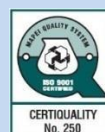


STANDARD PRODUCT WARRANTY STATEMENT

Subject to the terms and conditions herewith, MBP NEW ZEALAND LTD (MBP NZ LTD) warrants that the product/s supplied by MBP New Zealand (as published in our website www.MBP.co.nz) and listed on **the invoice/s (proof of purchase) what have to be attached to this document**, when prepared and applied in accordance with the Technical Data Sheet (TDS) will achieve the properties and characteristics set out in the TDS and will retain these properties and characteristics for the duration of the above listed Warranty Period.

MBP conforms to the Performance and Quality Standards herewith;

- Since 1994, MBP SpA has applied a Quality System certified by Certiquality in compliance with ISO 9001 standards.
- MBP SpA's Italian-based facilities apply an Environmental Management System certified by Certiquality in compliance with ISO 14001 standards.
- The Italian-based production facilities have successfully completed OHSAS 18001 certification for their Occupational Health and Safety Management System.
- The group's main production facility also adopts EMAS III (Environmental Management and Audit Scheme), the European Union's environmental management system certified according to the European Regulation EC 1221/2009.
- Responsible Care Program of which MBP SpA has been part of the chemical industry's world-wide Responsible Care program since 1992 and communicates data which is published in the annual Responsible Care report.





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1. GENERAL TERMS

- 1.1. Subject to the terms and conditions herewith, MBP NEW ZEALAND LTD (MBP NZ LTD) warrants that its products shall be reasonably fit for purpose for which they are supplied, free from manufacturing defects, and will perform under normal usage for the warranty period stated in this product performance warranty ("warranty"), when the products have been purchased and used within their shelf life according to;
 - 1.1.1. the Technical Data Sheets (TDS) guidelines and other literature issued by MBP for the products collectively, the "Product Literature" which are applicable at the time the products were purchased and installation at the project site and;
 - 1.1.2. Governmental regulations, building standards, codes, and normal industry practices.
- 1.1.3. It is expressly understood that the purchaser and Applicator of MBP products acknowledges that MBP is not responsible or liable under any circumstances for determining the suitability or compatibility of MBP products for the user's intended purpose.
- 1.2. The warranty will become void when MBP NZ LTD believes the Applicator/Installer is, or was in breach of the terms of this warranty.
- 1.3. Reference to applicator means the party who purchased the product, or who installed the product at the project site.
- 1.4. MBP NZ LTD is entitled to reach its own belief as to any matters associated with these terms and it does so in its absolute discretion.
- 1.5. This warranty applies when the conditions herewith are attained to the satisfaction of MBP NZ LTD; if at a later date it is discovered these conditions were not achieved, then MBP NZ LTD is entitled to refuse any claim made under this warranty.
- 1.6. This warranty; is only applicable to products purchased directly or indirectly from MBP NZ LTD and applied in New Zealand.
- 1.7. If the ownership of the property is transferred to a new owner within five (5) years of the release date of the warranty, the new owner shall receive benefit of this Warranty provided that MBP NZ LTD is advised in writing within three months of the change in ownership. In all other circumstances where the property is transferred during the term of this Warranty, this Warranty is non-transferable.

2. THIS WARRANTY IS VALID WHEN

- 2.1. All money owed under MBP NZ LTD terms of trade for the supply of the warranted product/s has been paid.
- 2.2. The substrate to which the MBP product has been applied was thoroughly and sufficiently prepared as per the requirements of the MBP Product Literature.
- 2.3. A primer or any other MBP product linked to the Warranted product has been applied correctly as part of a product system, or applicable to the MBP Product Literature.
- 2.4. The warranted product has been correctly applied in accordance with all relevant MBP Product Literature and specification guidelines.
- 2.5. The product has been protected from service until fully cured, or able to achieve its intended performance as per the MBP Product Literature.

3. THIS WARRANTY EXCLUDES

- 3.1. The following are specifically excluded from coverage under this warranty;
 - 3.1.1. Structural failure of the substrate, inadequate subflooring, or improper subfloor preparation;
 - 3.1.2. Damages caused by Acts of God, including, but not limited to hurricane, flooding, earthquake, fire, or other types of natural disasters, or,
 - 3.1.3. As a result of unforeseen circumstances; acts of negligence, terrorism, or product misuse or abuse;
 - 3.1.4. Failure to comply with MBP Product Literature, applicable Building Codes and standards and/or regulations, standards, or industry practices at the time of product application or installation;
 - 3.1.5. Variations in color, shade, or texture, from those shown on samples, product packaging or any other marketing materials;
 - 3.1.6. Changes in color due to exposure to sunlight and aging; subfloor moisture or water damage; normal wear and tear resulting from usage;
 - 3.1.7. Efflorescence and shading inherent in all cementitious products; cracking due to structural movement, excessive deflection, or other failure of the substrate, including but not limited to substrate failures caused by Alkali Silica Reaction (ASR), or Near Surface Alkali Reaction (NSAR).
- 3.2. If any of these terms are breached, or if in addition, MBP NZ LTD believes;



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- 3.2.1. It is discovered there is or was a fault in the manner in which the product was stored or applied;
- 3.2.2. It is discovered there is or was a fault in the design, preparation, application, construction or maintenance of the substrate relevant to the product, or where it has been applied;
- 3.2.3. The surface to which the product has been applied was not thoroughly and sufficiently prepared in accordance to MBP Product Literature;
- 3.2.4. There has been an intentional or negligent act done to the warranted product that impacts on the product's performance; MBP
- 3.3. NZ LTD does not warrant nor shall it be liable for any other loss, either consequential, or damage resulting from incorrect product application, or for any failure resulting from poor workmanship by the Applicator, Installer, or for lack of maintenance or inappropriate in-service use of the product during its in-service life.

4. LEGAL RIGHTS

- 4.1. This constitutes the warranty for the products purchased to the extent permitted by law; all other warranties, whether express or implied, but not limited to the implied warranties of merchantability and fitness for a particular purpose do not apply.
- 4.2. Any implied warranties arising by operation of law are limited in duration to the term of this warranty.
- 4.3. MBP NZ LTD will not pay or be liable under this warranty in any circumstances for incidental, consequential, special or exemplary damages, lost profits, or business interruption loss.
- 4.4. No implied warranty can be modified by any course of dealing, course of performance or usage of trade.
- 4.5. MBP NZ LTD assumes no responsibility or liability to any other person or entity.
- 4.6. No representation, promise, affirmation or statement by any MBP NZ LTD Employee, or agent of MBP will be enforceable against MBP unless it is specifically included in the warranty.
- 4.7. This warranty is subject to the Laws of New Zealand.
- 4.8. The entire agreement is to be read in conjunction with MBP NZ LTD terms and conditions of sale and where relevant, the terms contained in the MBP NZ LTD Terms of Trade applicable at the issue date of this warranty.
 - 4.8.1. All such documents constitute the entire agreement between the parties and supersede any other prior agreement, arrangement, representation, negotiation or inducement.

5. PROCESSING A PRODUCT PERFORMANCE ALLEGATION

- 5.1. If the warranted product does not comply with the terms of this warranty, MBP NZ LTD shall replace or repair the warranted product at its cost to the fullest extent permitted by law.
- 5.2. The asset owner or applicator / installer of the product must notify MBP NZ LTD in writing or via email of any alleged product defect within fourteen (14) days of the date of discovery of the alleged defect; If this is not done, the request may be declined.
- 5.3. A copy of the product warranty as executed herewith, and product purchase receipt must be provided at the time of notification.
- 5.4. MBP NZ LTD receives approval from the asset owner, without any obligation, to;
 - 5.4.1. physically inspect, perform testing, and obtain samples at the site where the product performance allegation has occurred, and to,
 - 5.4.2. engage a third party for services required by MBP NZ LTD to determine the validity of the product performance allegation. In order to perform (or have performed) the services described in Point 5.4.1 & 2, the asset owner of the site consents to access for such services and agrees to pay for those services and all related costs to MBP NZ LTD if the product performance allegation is found to be invalid under this warranty.
- 5.6. A claim must be received and evaluated by MBP NZ LTD before any repairs are performed; otherwise, this warranty will be null and void.
- 5.7. The maximum recovery entitled under this product performance warranty is either repairs to the product, product replacement, or the value of the product required to replace the defective product.
- 5.8. For this warranty, MBP NZ LTD's liability will reduce annually on a linear proportionate basis over the term of the Warranty. For example,
 - 5.8.1. for a claim made within a fifteen (15) year Warranty term, the first year of the Warranty MBP NZ LTD will meet the full product cost, whereas for a claim in year ten (10), MBP NZ LTD will provide a third of the product cost.



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Warranty Period

Our Warranty Period will apply with respect to products supplied by MBP New Zealand and before the expiry of ten years after the date of your purchase of MBP New Zealand product.

No validation or certification will be provided if the product has not been used as part of a complete system of MBP products as recommended on our website.

How to make a claim

Any claim under our Warranty must be notified to us in writing within 7 days after the discovery of the alleged manufacturing defect, at:

MBP New Zealand Ltd

Technical Services Department

30 Fisher Cres, Mount Wellington, Auckland 1060

Email: enquiries@MBP.co.nz

and must include proof of purchase including date of purchase, date and site of installation and a description of the alleged defect. You must also promptly provide us with such further information as we may reasonably request from time to time with respect to your claim. You will bear any costs that you incur in making a claim under our Warranty. If you make a claim and we determine that the alleged defect is covered by our Warranty, we will bear the cost of any inspections, testing and other work that we carry out or have performed with respect to your claim. By making a claim, you agree that if we reasonably determine that the alleged defect is not covered by our Warranty, you must immediately upon demand reimburse us for all of our reasonable documented expenses incurred with respect to your claim, including without limitation the cost of any inspections, testing and other work that we carry out or have performed with respect to or as a result of your claim.

Your exclusive remedy

Subject to the terms and conditions contained in this document, our Warranty solely covers repair or replacement (at our election) of that portion of our product proven to be defective due to a manufacturing defect. This includes reasonable labour expenses to repair or replace the product (not to exceed your original cost of installation). If replacement product is not available, we may provide a product of a similar grade. An exact colour or pattern match may not be available. Replacement or repair of a product does not re-start the applicable warranty period. Subject to our Warranty and any liability we may have which cannot be excluded by law, we do not otherwise accept any liability for any direct loss, indirect loss, consequential loss (including



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without limitation loss of profits or losses flowing from delays or interruption to business) or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of our product.

General

This document contains your entire agreement with us in relation to its subject matter. All prior representations (except fraudulent misrepresentations) and agreements are excluded to the extent permitted by law.

This agreement is governed by and construed in accordance with the laws of New Zealand. You submit to the exclusive jurisdiction of the courts of that State with respect to any dispute arising with respect to our Warranty.

Our Warranty may only be varied or extended in writing. Any variations must be approved in writing by our Technical Services Department in order to become binding on us.

Our Warranty cannot be assigned or transferred by you.

If any term of our Warranty is illegal or unenforceable in any jurisdiction, the legality or enforceability of the remaining terms will not be affected or impaired.

Contact Details:

MBP Ltd

Technical Services Department

Address: 30 Fisher Cres, Mount Wellington, Auckland 1060

Phone: + 64 9-921 1994

Email: enquiries@mbp.co.nz

Website: www.MBP.co.nz