

EMEA Carpet Tile Lifetime Commercial Limited Warranty For EcoWorx® / EcoLogix® With Stain And Colour

Shaw Europe Ltd. ("Company") warrants this EcoWorx®, EcoWorx® ES, EcoWorx® NT, EcoWorx® PX, EcoWorx® Walkoff®, and EcoLogix® carpet tile products made with 100% Eco Solution, Solution Q, Extreme solution-dyed yarn, or other solution dyed yarns when used in the proper fit-for-use indoor commercial applications. The warranty belongs to you, the original end-use purchaser, and begins when you purchase the carpet and extends for the limited warranty period stated above. The warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty-related claim is the original Company or authorized dealer invoice.

The carpet must be installed in accordance with the Company's installation guidelines and specifications. The product must be maintained in accordance with the Company's cleaning and maintenance guidelines and such product care must continue throughout the duration of the original installation. Damage resulting from a failure to follow installation and cleaning/maintenance guidelines will not be covered under this warranty.

Installation guidelines, specifications and carpet care recommendations can be obtained from your dealer or from Shaw at +44 (0) 20 7961 41 20, info@shawcontract.com, or online at www.shawcontract.com.

WHAT THE WARRANTY COVERS

This warranty applies exclusively to the aforementioned products and the exclusive use in normally used interiors. The current version of the warranty issued by the Company at the time of purchase to the original purchaser shall apply exclusively.

Under normal use during the warranty period, the Company warrants the following:

- **Fibre Abrasive Wear** – This carpet using our approved face fibre will lose no more than 10% of the pile face fibre, by weight. This warranty does not cover appearance retention, matting, crushing, and normal appearance changes.
- **Static Protection** – This carpet using our approved face fiber will not generate static build-up in excess of 2.0 kV, as tested by test method BS ISO 6356: 2012 (Stroll Test).
- **Stain** – This carpet will resist permanent stains caused by spills of all acid-based substances.
- **Colourfastness to Light and Atmospheric Contaminants** – Carpet made exclusively with 100% solution-dyed yarn will not display a significant change in colour due to exposure to light or exposure to atmospheric contaminants (Ozone or Oxides of Nitrogen).
- **Edge Ravel** – This carpet will not edge ravel.
- **Tuftbind/Zippering** – This backing system will provide superior tuft bind strengths consistent with accepted industry standards for this type backing.
- **Delamination** – This backing will not delaminate from the face carpet.

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- **Dimensional Stability** – This backing will provide dimensional stability, as per the BS EN 986:2005 AACHEN Test.

WHAT CONDITIONS APPLY?

- For jobsite and floor preparation conditions, see product-specific installation guidelines. You must comply with jobsite and floor preparation conditions. See EMEA product-specific installation guidelines.
- Any moisture-related testing such as relative humidity (RH), calcium chloride, and pH is not the responsibility of the Company and all issues related to moisture, including any carpet-related issues, are excluded from this warranty.
- For best results, ambient temperatures should remain above 10°C and the ambient humidity should not fall below 40% RH.
- Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet.
- Replacement carpet will come only from current running-line products comparable to the warranted product.
- In order to make a stain claim under this guarantee, the owner must have attempted to remove the stain within (3) three working days after occurrence of the spill using the Company's recommended cleaning procedures and must notify the Company immediately if stain removal is not successful.
- The owner must allow a Company representative to attempt to remove the stain. If, under testing and analysis performed by the Company, and subject to other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 8 under the AATCC 175, Stain Resistance of Pile Yarn Floor Covering Test, the Company will pay for the attempted removal of the stain by the Company representative and replace the original carpet in the affected area, up to 100 times the size of the stain, free of charge, including installation. If the stain is removed as warranted, all stain removal costs will be the responsibility of the owner.

This warranty does not cover the following:

- Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like).
- Damage from flooding or excessive moisture from existing moisture or alkalinity-related issues.
- Burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation or use.
- General soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminants which degrade or destroy yarn or the colour of the carpet.
- Carpet which has been surface treated with materials not recommended by the Company or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by the Company.

WHAT IF YOU NEED WARRANTY SERVICES

You, the original purchaser, will contact your authorized dealer or Company sales representative for claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for review/testing when available. Send claim information to: info@shawcontract.com or Shaw, Hub 33, 33 Great Sutton Street, London EC1VODX, UK, +44 (0) 20 7961 4120. A Company representative will thoroughly evaluate your claim.

WHAT WE WILL DO

If we find a defect covered under this warranty, we will repair the affected area to conform to the warranty. If repair is not commercially practical, the Company may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area. The Company will pay the reasonable costs for product, freight and labour for claims filed within the first 15 years. After 15 years, the Company will pay only for the product. Any costs incurred for moving equipment, furnishings, partitions and the like that were installed over the Company's commercial product will be at the customer's expense.

NOTE: The warranty is not transferable. It extends only to the original end use purchaser. The Company does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. The Company shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some jurisdictions do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary among jurisdictions.

The statutory warranty claims for cure revocation or reduction in purchase price and compensation for defects, as well as the statutory product liability claims exist in addition to the Company's warranties and are not restricted by the Company's warranties.

This warranty is governed by United Kingdom law, excluding the applicability of CISG. Exclusive place of jurisdiction is the United Kingdom. Notwithstanding the foregoing, however, the Company is entitled to sue the original end-use purchaser at the original end-use purchaser's headquarters.