

lifetime commercial limited warranty for EcoWorx® tile backing system

Our **EcoWorx® Tile** is a high performance pre-coat laminated to a proprietary thermoplastic polyolefin compound with a fibreglass reinforcing layer.

The following is the Lifetime Commercial Limited Warranty issued by Shaw Contract Group Australia Pty Ltd ABN: 60 138 198 697 (“Shaw”) for our High Performance Polyolefin Tile backing system.

This Lifetime Commercial Limited Warranty begins when the carpeting is purchased. The carpet must be installed in accordance with Shaw installation guidelines, specifications and AS2455 Parts 1 & 2. The carpet must be maintained in accordance with Shaw Contract Group maintenance (carpet care) recommendations and AS3733. Such maintenance (carpet care) must continue throughout the duration of the original installation.

The Lifetime 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 Shaw invoice or authorised Shaw Dealer invoice.

Installation guidelines and specifications along with carpet care recommendations can be obtained from your dealer or from Shaw at 1.800.556.302 or on-line at www.shawcontractgroup.com.au

What the EcoWorx® tile lifetime commercial limited warranty covers:

Fibre - Abrasive Wear

Shaw warrants that carpet using our approved face fibre and coated with our high performance thermoplastic polyolefin tile backing system will lose no more than 10% of the pile face fibre, by weight, during the lifetime warranty period. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.

Fibre - Static Protection

Shaw warrants that carpet using our approved face fibre and coated with our high performance thermoplastic polyolefin tile backing system will not generate static build-up in excess of 3.5 kv, during the lifetime warranty period as tested by AATCC Test Method 134.

Backing - Tuft Bind

Shaw warrants, under normal use, that carpet coated with our high performance thermoplastic polyolefin tile backing system will provide superior tuft bind properties in high traffic environments for the lifetime warranty period.

Backing - Edge Ravel

Shaw warrants, under normal use, that carpet coated with our high performance thermoplastic polyolefin tile backing system will not edge ravel, for the lifetime warranty period.

Backing - Integrity / Delamination

Shaw warrants, under normal use, that the secondary backing on carpet coated with our high performance thermoplastic polyolefin tile backing system will not delaminate from the face carpet for the lifetime warranty period.

What you should do if any of the above problems occur:

You should notify the authorised Shaw Dealer and/or your Shaw representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents, which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

To: warranty@shawcontractgroup.com.au or Shaw Contract Group Australia, PO Box 5141 Garden City 3207

Shaw will designate a representative to inspect the carpet coated with our high performance thermoplastic polyolefin tile backing system and evaluate the warranty claim.

What Shaw will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labour. Any costs incurred for the moving of equipment, furnishings, partitions and the like, that were installed over the Shaw product will be at the consumer's expense.

What conditions apply to this warranty:

This warranty does not cover burns, cuts, fading, matting, pills, pulls, odour, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. 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) is excluded. Replacement carpet will come only from current running-line standard products comparable to the warranted product. Chair pads are not required.

Please note – This warranty is not transferable. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw 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 states 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 from State to State.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.