

CARPET TILE & MAGTABS® – WARRANTY

This Warranty is only available when you purchase approved Shaw TaskWorx, EcoWorx and EcoWorx S backed carpet tiles (“Shaw Tiles”) in combination with IOBAC’s MagTabs® MT4+ (“MagTabs®”).

Please note, Shaw Europe Limited (“Shaw”) is only passing through the limited warranty set out below with respect to MagTabs® (as provided by IOBAC UK Ltd (“IOBAC”). Shaw provides the main warranty with respect to the Shaw Tiles only when combined with MagTabs®.

MAGTABS® LIMITED WARRANTY

Shaw warrants to the original end-use customer that MagTabs® will not be adversely affected by defects in their materials. MagTabs® are designed to allow a semi-permanent installation of the Shaw Tiles to occur upon a magnetically receptive base without the possibility of any surface contamination occurring. When undisturbed, MagTabs® are warranted to perform without defect throughout the Initial Warranty Period detailed below with the respect to the Shaw Tiles that they are being used in conjunction with. This limited MagTabs® warranty applies on a single use basis only. If the Combination Products are relocated, you will need to purchase new MagTabs® to obtain a new warranty.

CONDITIONS OF THIS WARRANTY

This Warranty only applies if:

- you, the original end-use customer, have purchased the Shaw Tiles together with MagTabs®;
- a Shaw representative has verified the initial installation site is appropriate for installation of the Combination Products (however, you are fully responsible for arranging the installation itself);
- the warranty registration form ([MagTabs Registration Page](#)) is completed by you and is completed by you and emailed to infouk@shawcontract.com If you require assistance please contact us on +44 (0) 20 7442 5755.
- your completed warranty registration form is approved and returned to you (at the address you provide in the form) by a Shaw representative;
- the Combination Products are installed at the approved installation site within one (1) year from the date of registration of this Warranty;
- the conditions (detailed below) are satisfied; and
- none of the exclusions (detailed below) apply.

TIME LIMITS

This Warranty will start from the date of purchase of the Combination Products and continue for a period of 15 years with respect to the original installation of the Combination Products at your property (“Original Installation”) subject to termination in accordance with these terms (the “Initial Warranty Period”).

If you relocate the Shaw Tiles within a certain period of time following the date of purchase and purchase new MagTabs® for the Shaw Tiles, the Initial Warranty Period will terminate but you may be entitled to receive secondary warranty protection for a period of time with respect to the second installation of the Shaw Tiles at your property (“Secondary Installation”) as follows (subject to termination in accordance with these terms):

Period of time from the date of purchase of the original Combination Products to when Second Installation is completed	Secondary Warranty Period
0-5 years	8 years
5-8 years	4 years
8-10 years	1 year
10 years +	N/A

IMPORTANT NOTICE: For the avoidance of doubt, if you relocate (or attempt to relocate) the Shaw Tiles within the Initial Warranty Period (or any time thereafter) the “Original Installation Warranty” detailed below will terminate with immediate effect. However, if you relocate the Shaw Tiles and purchase new MagTabs® for the Shaw Tiles within 10 years of the original date of purchase, you will receive the “Second Installation Warranty” detailed below for the relevant Secondary Warranty Period. If you relocate the Shaw Tiles again within the Secondary Warranty Period (or any time thereafter), this Warranty will terminate (in whole) with immediate effect.

By way of example, if you relocate your Shaw Tiles 6 years after the Original Installation, you will receive the benefit of the “Second Installation Warranty” for a period of 4 years from the date of completion of Secondary Installation. No other warranty will be provided.

WHAT IS COVERED BY THIS WARRANTY?

Original Installation Warranty

During the Initial Warranty Period Shaw warrants that any Shaw Tile contained within the Combination Products (i.e. when used in combination with MagTabs®) will:

- conform to the relevant published Shaw specification;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Shaw;
- be free from defects in designs, material and workmanship and remain so for the Initial Warranty Period;
- comply with all applicable statutory and regulatory requirements;

- specifically in relation to any Fibre Abrasive Wear Shaw Tile, lose no more than 10% of the pile face fibre by weight. This does not cover appearance retention, matting and crushing, or normal appearance changes;
- specifically in relation to any Shaw Tile using Shaw's approved face fibre, not generate static build-up in excess of 2.0 kV, as tested by test method ISO 6356;
- specifically in relation to any Shaw Tile made exclusively with 100% solution-dyed yarn, not display a significant change in colour due to exposure to light or exposure to atmospheric contaminants (Ozone or Oxides of Nitrogen); and
- provide dimensional stability, per test method EN 986.

Secondary Installation Warranty

If applicable, during the Secondary Warranty Period, Shaw warrants that any Shaw Tile contained within the Combination Products (i.e. when used in combination with MagTabs®) will, specifically in relation to any Fibre Abrasive Wear Shaw Tile, lose no more than 10% of the pile face fibre, by weight. This does not cover appearance retention, matting and crushing, or normal appearance changes.

EXCLUSIONS

- This Warranty only covers manufacturing defects in the Combination Products. The following are not covered: burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears, or other damage, deterioration or loss caused by abuse, misuse, failure to follow installation guidelines or improper maintenance, flood/excessive moisture, excessive alkalinity or damage from the use of heavy equipment, carpet installed on stairs or areas subject to abnormal foot-traffic (i.e. golf spikes, other spiked footwear, ski boots, and the like).
- This Warranty does not extend to or cover failures resulting from the following: (i) failure to follow all Shaw pre-installation, layout, installation and application instructions; (ii) subfloors with a prior history of uncorrected moisture conditions or problems; (iii) conditions of high subfloor alkalinity, hydrostatic pressure, vapor emissions and/or relative humidity readings above the specified limits; (iv) uneven subfloors beyond Shaw and/or IOBAC's specifications and tolerances; (v) subfloors on which liquid adhesive removers have been used; (vi) unapproved subfloor materials, improper material selection, improper substrate preparation, improper installation or complaints relative to defects in the flooring materials.
- This Warranty does not cover damage to the adhesive or flooring caused by the introduction of excessive water from such causes as broken water pipes, sink overflow, leaky plumbing, flooding, weather conditions, subfloor cracking or improper maintenance. Any moisture-related testing (calcium chloride, relative humidity and pH) is not the responsibility of Shaw 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%.

- Defects in the Combination Products caused by:
 - you (or any third party) replacing, altering or repairing the Combination Products;
 - fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - any drawing, design or specification supplied by you; or
 - any failure by you (or any third party under your control) to follow Shaw's and/or IOBAC's instructions, guidelines, recommendations or other specifications as published from time to time (including, without limitation, installation and cleaning/maintenance guidelines), are not covered under this Warranty.

CONDITIONS

The Combination Products must be installed in accordance with Shaw and IOBAC's respective installation guidelines, specifications, removal, storage and re-locating requirements. The Combination Products must be maintained in accordance with Shaw and IOBAC's cleaning and maintenance guidelines and such product care must continue throughout the Initial Warranty Period (and any Secondary Warranty Period).

It is the sole responsibility of your installer, general contractor, architect of record or owner (as applicable), to: (i) determine the suitability and compatibility of the Combination Products for your intended use; and (ii) install the Combination Products.

You are solely responsible for any and all costs related to moving equipment, furnishings, partitions and the like, required for any repair and/or replacement under this Warranty.

Shaw and IOBAC installation guidelines and specifications can be obtained from your dealer or from Shaw at +44 (0) 20 7961 41 20, infouk@shawcontract.com, or online at www.shawcontract.com.

WHAT OTHER CONDITIONS APPLY FOR THE SECONDARY INSTALLATION?

In order to benefit under the Secondary Warranty Period, prior to any Secondary Installation of the Combination Products the following conditions must be satisfied (to Shaw's reasonable satisfaction):

- the Original Installation must pass an inspection by a Shaw approved representative which verifies the Shaw Tiles meet the requirements for any Secondary Warranty Period prior to the removal and/or uplift of the Shaw Tiles;
- the Secondary Installation must be completed within 10 years from original purchase date of the Combination Products;
- any removal, uplift and/or storage of the Shaw Tiles must be carried out in accordance with Shaw's relevant guidelines and instructions;
- any required replacement materials for the Shaw Tiles must be supplied by Shaw and no other third party. Please note, replacement materials may be from a different dye lot to the original Shaw Tiles. Replacement materials should be coordinated with Shaw before any Secondary Installation to ensure consistency of design and colour;

- the Secondary Installation site must be registered with Shaw ([MagTabs Registration Page](#)) within 30 days of the date the Original Installation passes the inspection detailed above. Failure to do so will result in any Secondary Warranty Period becoming void.

CLAIMING UNDER THIS WARRANTY

Should you discover a defect in the Combination Products covered by this Warranty within the Initial Warranty Period (or any Secondary Warranty Period, as applicable), you should contact your authorised dealer or Shaw sales representative. Warranty claims must be made in writing to Shaw within a reasonable time of discovery of the claimed defect, and in any event, they must be received no more than 28 days from the date of discovery.

You will be required to provide a valid proof of purchase, registration details of this Warranty and a detailed description of the issue, along with photographs sufficiently illustrating the concern. Samples of any defective Combination Products may also be requested by Shaw and/or IOBAC for review/testing. Samples of defective Combination Products (and any other materials you send to Shaw) are sent at your own cost and risk.

Please send your claim information to: infouk@shawcontract.com or Shaw, Hub 33, 33 Great Sutton Street, London EC1VODX, UK, +44 (0) 20 7961 4120.

You must not make any further use of the Combination Products once you have made a claim under this Warranty, pending Shaw's investigation.

WHAT WE WILL DO

Once received, Shaw will examine your claim, together with any photographs and samples you provide. If Shaw confirms there is a defect in the Combination Products (in whole or in part) it will, at its sole discretion:

- repair the defective Combination Products (in whole or in part) to conform to the standard under this Warranty;
- replace the defective Combination Products (in whole or in part); or
- provide a pro-rated refund of the purchase price for the defective Combination Products (in whole or in part).

If you make a successful claim under this Warranty:

- within the first ten (10) years of the date of purchase of the Combination Products, Shaw will be responsible for all reasonable materials, freight and labour costs incurred to replace or repair the defective Combination Products; or
- any time after ten (10) years from the date of purchase of the Combination Products, Shaw will only be responsible for 50% of reasonable materials costs incurred to replace or repair the defective Combination Products. You will be charged reasonable freight and labour costs incurred by Shaw to replace or repair the defective Combination Products.

If any Combination Product is no longer available, Shaw may provide a comparable replacement product in terms of quality and price. If a comparable product is not or is no longer available in Shaw's product range, Shaw will provide a pro-rated refund of the purchase price (as above).

This Warranty applies to any replacement Combination Products provided by Shaw in accordance with these terms (i.e. a new Initial Warranty Period or Secondary Warranty Period (as applicable) will begin for your replacement Combination Products in accordance with these terms). For repaired Combination Products the Initial Warranty Period or Secondary Warranty Period (as applicable) will not renew.

The remedies set out above constitute your sole remedy and Shaw's only obligation and liability in relation to defective Combination Products.

PLEASE NOTE:

This Warranty is not transferable (including if you sell the Shaw Tiles, or Combination Products, or property in which the Combination Products are installed). It applies only to you, the original end-use customer, and is only enforceable by you. Neither Shaw nor IOBAC grants to you (or any other person) the authority to create for it any obligation or liability in connection with the Combination Products. Neither Shaw nor IOBAC shall be liable to you or any other person for any incidental, special or consequential damages (including but not limited to loss of profits, loss of sales or business, or any loss of or damage to goodwill) incurred by you in connection with this Warranty.

Save as expressly stated in this Warranty, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded. Neither Shaw nor IOBAC make any representation or warranty, express or implied, regarding merchantability or fitness for any particular purpose and hereby disclaim any and all other warranties that may arise by operation of law.

This Warranty (as issued to you and registered at the time of purchase) will apply to your Combination Products; no other version or warranty will apply unless an authorised representative of Shaw agrees otherwise in writing. Please note, IOBAC shall have the right to enforce this Warranty as a third party to it.

This Warranty is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.