

LIMITED WARRANTY FOR SHADOWFX ESD CARPET TILE

SHADOWFX CARPET TILE LIMITED WARRANTY WITH LIFETIME STATIC-CONTROL PROPERTIES

StaticWorx, Inc, warrants its modular ShadowFX™ carpet tile in accordance with the terms stated below for a period of 15 years from date of invoice. All StaticWorx carpet tile is warranted against excessive surface wear, edge ravel, backing separation, shrinking and stretching. Excessive surface wear means loss of more than 10% by weight of face fiber.

StaticWorx carpet tile has a lifetime warranty to prevent electrostatic build-up in excess of 2.0 kV per AATCC Test Method 134 at 20% relative humidity and 70 degrees F. The electrical resistance is warranted to not exceed 1.0×10^9 ohms for the life of the carpet per ANSI/ESD S7.1-2005 and NFPA 99 methodology.

All StaticWorx carpet tiles are made with Intersept® antimicrobial treatment and are warranted to maintain antimicrobial effectiveness, and products constructed of 100% solution dyed yarns are warranted against excessive color loss due to normal exposure to indoor light. This warranty covers odor from plasticizer hydrolysis of StaticWorx carpet tiles caused by moisture (RH) and alkalinity (pH) in concrete slabs when installed strictly within the limits set forth in StaticWorx carpet tile installation instructions. In all installations, there must be no visible moisture on the surface of the concrete slab. Archived written and photographic evidence of moisture and alkalinity test results must be maintained by original end-use customer.

If a product fails to perform as warranted, StaticWorx will correct the problem in the affected area either by repair or (at its option) replacement with comparable product(s), at no charge. Liability of StaticWorx is limited to the actual repair or replacement of defective carpet and does not cover special, indirect, incidental or consequential damages.

This warranty does not cover tears, burns, cuts, pulls or other damage, deterioration, problems or loss caused by abuse, neglect, misuse, improper installation, improper maintenance, flood/excessive moisture, excessive alkalinity or use on stairs. StaticWorx's liability is limited to repair, replacement, or refund as stated herein. Moisture and pH testing at the installation site are not the responsibility of StaticWorx and all related issues to moisture and pH testing are specifically excluded from this warranty.

This warranty shall be void if products are not handled, installed and maintained in strict compliance with the StaticWorx recommended procedures and instructions, including without limitation initial floor preparation and installation. StaticWorx recommends TacTiles® or StaticWorx GroundTack® adhesive for installation of its carpet tile. This warranty does not cover any problems or damages related to use of non-recommended adhesives.

Warranty claims must be made in writing to StaticWorx within a reasonable time from the discovery of the claimed warranted defect, but in any event they must be received no more than 90 days from the time the claimed defect was discovered. Warranty claims must include contemporaneous documentation that all warranty conditions were and continue to be met. This warranty will be void if its terms are not followed. No person other than an officer of StaticWorx may authorize a waiver or modification of the terms of this warranty, which must be in writing and signed by that officer.

Notification of claims:

Attention: Warranty Claims
StaticWorx Customer Service
372 Hurricane Lane Suite 201, Williston, VT 05495
Telephone: (617) 923-2000
Website: staticworx.com

LIMITATION OF LIABILITY

STATICWORX WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY CASE. THE WARRANTY, REMEDY AND LIMITS OF LIABILITY CONTAINED HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, REMEDIES AND LIABILITIES, WHETHER EXPRESS OR IMPLIED. STATICWORX MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES THAT MAY ARISE BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSES.