

LIMITED WARRANTY

10 YEAR LIMITED WARRANTY FOR STATICWORX BACKED MODULAR ESD CARPET TILE

StaticWorx™ is a performance pre coat laminated to a proprietary state-of-the-art thermoplastic polyolefin compound with a fiberglass reinforcing layer.

StaticWorx ESD Carpet Tile products are warranted for a ten (10) year period of time beginning from when the carpet is initially purchased by the buyer or end-user. The carpet must be installed, maintained, and used strictly in accordance with StaticWorx written instructions. This warranty is non transferable. Instructions may be obtained from StaticWorx by writing:

StaticWorx, Attention: Customer Service Manager, PO Box 590069, Newton, MA 02459

NOTIFICATION OF CLAIMS AGAINST WARRANTY

This warranty does not cover dissatisfaction, problems or damage due to installation or maintenance other than as recommended by StaticWorx. All claims under this warranty must be submitted, in writing, within five (5) days of discovery of any defect to:

StaticWorx

PO Box 590069 Newton, MA 02459

Attention: Manager, Warranty Claims

Telephone: (617) 923-2000

Status of claims will be based on complete inspection of installation. All claims not submitted in writing and received by StaticWorx within the time period specified above shall be waived.

This Limited Warranty begins upon receipt of the material by the customer after the installation in accordance with StaticWorx then current installation guidelines and continues for the warranty period set forth above as long as the product is maintained in accordance with StaticWorx' then current maintenance guidelines. Copies of the current installation and maintenance guidelines can be obtained from StaticWorx. This Limited Warranty covers the following elements and is subject to the following limitations:

WEAR

StaticWorx, Inc.. warrants that its product will lose no more than 10% pile face fiber, by weight during the warranty period. This warranty does not cover appearance retention, matting and crushing or normal appearance changes in high traffic areas.

BACKING INTEGRITY/DELAMINATION

StaticWorx, Inc. warrants that the secondary backing of this product will not delaminate from the primary backing during the warranty period. This also warrants, under normal use, against "cupping," "doming," "curling," or "dishing" of carpet tiles.

STATIC PROTECTION

StaticWorx, Inc.. warrants during the period that its StaticWorx ESD product will prevent electrostatic buildup in excess of 2.0 kV when tested using AATCC Test Method 134 at 20% RH and will meet the electrical resistance of 25,000 ohms minimum 10⁸ ohms maximum when tested according to NFPA99 and ESD S7.1 test methodology.

OBLIGATIONS OF WARRANTOR

StaticWorx, Inc. will, within thirty business days of receipt of a written claim under this limited warranty, designate a representative to inspect the product and evaluate the warranty claim. Any portion of the StaticWorx ESD carpet not performing as stated will be repaired to conform to the warranty. If repair is not commercially practical, StaticWorx, Inc. may, at its option, replace the affected carpet or refund the proportional purchase price for the affected area. Carpet installed on stairs or in areas subject to pallet jacks, forklifts, or abnormal foot-traffic is excluded. This warranty does not cover burns, cuts, fading, matting, pills, odor, soiling, staining, tears or damage due to improper installation or due to improper cleaning agents or methods. Incidental and consequential damages are not the responsibility of StaticWorx, Inc., and, to the extent permitted by law, are hereby excluded as to both property damage and personal liability. Replacement carpet will come only from current running-line standard performance products comparable to the warranted product.

LIMITATION OF LIABILITY

THE WARRANTY SET FORTH IN THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND STATICWORX, INC. DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE IN THE TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT IN ANY PRODUCT SHALL BE THAT SET FORTH ABOVE IN THIS LIMITED WARRANTY.

IN NO EVENT SHALL STATICWORX, INC. BE LIABLE TO THE CUSTOMER, ITS EMPLOYEES OR AGENTS OR TO ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT OR SERVICES PROVIDED BY STATICWORX, INC.

THIS LIMITED WARRANTY, INSTALLATION INSTRUCTIONS AND MAINTENANCE INSTRUCTIONS ARE SUBJECT TO CHANGE. PLEASE CONTACT STATICWORX FOR LATEST VERSIONS. WARRANTY PERIODS COMMENCE ON THE DATE OF PURCHASE OF THE PRODUCT BY THE BUYER OR END USER WHICHEVER IS FIRST.

StaticWorx, Inc. PO Box 590069, Newton, MA 02459 | Ph: (617) 923-2000 Fax: (617) 923-2009 | www.staticworx.com