

Carpets & Underlay Warranties

Victoria Carpets provides outstanding warranties on its synthetic carpets which are subject to the following conditions.

General Warranty Conditions

Carpets must be properly installed over new underlay according to the Australian and New Zealand Standard AS/ NZS-2455 and maintained adequately as recommended in this brochure.

These warranties are extended to the original purchaser only and are not transferable.

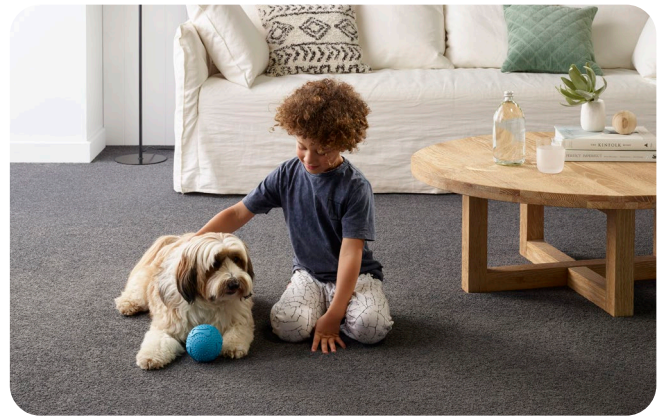
These warranties are solely for domestic indoor use of the carpet in accordance with the recommendations made on the rating.

These warranties apply to first quality carpets only.

Proof of purchase (receipt, bill, invoice or statement from the retailer) needs to be supplied for any claims.

Victoria Carpets Warranties Exclusions

- Any problems caused by improper installation
- Any problems caused by the failure of or non-usage of underlay
- Any carpet installed outdoors or in utility areas
- Carpets installed or used in any non-residential and non-owner-occupied premises
- Damage or appearance problems resulting from wrapping carpet around nosings of stairs
- Carpet that has been surface-treated with materials not recommended including, but not limited to, pesticides, fungicides and stain resistance
- Damage due to the use of improper cleaning agents or methods, and damage due to the use of cleaning or polishing agents used in cleaning adjacent hard floor surfaces
- Any carpet inadequately maintained and cared for
- Damage caused by accidents, abuse or abnormal wear such as tears, burns, pulls, cuts, consistent exposure to moisture or wetting
- Damage resulting from the use of mobile equipment and abuse through athletic or gym equipment
- Damage caused by castor chairs without protection mats
- Permanent pile reversal (also referred to as shading or watermarking), pilling, matting, flattening or tracking
- Damage caused by aggressive vacuum cleaner power heads that change the construction of the installed carpet



- Carpets used as rugs
- Colour and texture variation from the samples to the installed carpet
- All pigment stains; that is stains which contain pigment dyes such as mustard, shoe polish, etc
- Fading due to exposure to direct sunlight for extended periods, ozone damage, emissions from heating fuels, air conditioners, pesticides, cleaning agents and other household items
- Breakdown of the carpet due to extensive and intensive exposure to direct sunlight
- The cost of making any claim under these warranties

Residential Wear Warranties

Abrasive wear refers to actual fibre loss from the pile of the carpet and does not cover appearance characteristics such as pile flattening or matting (refer to appearance retention in Carpet Characteristics section).

Victoria Carpets warrants its carpet against pile weight loss by abrasive wear of more than 10%, within the period mentioned on the warranty label affixed to the sample, from the date of delivery, provided it is used in accordance with the Australian Carpet Classification Scheme (ACCS) or manufacturers rating and adheres to the terms outlined in the General Warranty Conditions.

Please refer to Victoria Carpets Warranties Exclusions for conditions that are not covered by this warranty.

Residential Stain Resistance Warranties

Victoria Carpets warrants that the surface pile of the carpet will resist most household stains for the period mentioned on the warranty label affixed to the sample, from the date of delivery, and in accordance with the General Warranty Conditions.

This warranty specifically excludes general soiling, discoloration, appearance change due to pile distortion, exposure to substances or contaminants which degrade or destroy synthetic yarn or the colour of the carpet (e.g. bleaches, drain cleaners, etc.), very hot liquids, food and beverages containing strong dyes (e.g. mustard, curry, coffee and tea), human urine & faeces; this warranty also excludes vomit coming from both humans and animals. Lastly, staining that becomes permanent due to the failure to carry out care and stain removal procedures as recommended is also excluded.

Before making a claim under this warranty, you must have attempted to remove the stain by using the recommended cleaning procedures. If the stain removal

is not successful you must have the affected area of your carpet professionally steam-cleaned (hot water extraction). If the affected area remains unsatisfactory you must notify your place of purchase immediately.

It is a requirement of this warranty that you (the original purchaser of the carpet) be able to provide proof of purchase and proof that professional steam cleaning (hot water extraction) has been undertaken.

You must permit Victoria Carpets access to the installed carpet in order to remove the stain. If, under testing and analysis performed by Victoria Carpets, the tested carpet or the cleaned area is found to have a rating of 4 or less under the Red 40 Stain Scale when tested according to the American Association of Textile Chemists and Colourists (AATCC) Test Method 175, Victoria Carpets will pay for the attempted removal of the stain by us and will offer to repair or replace the affected area inclusive of installation or offer an allowance to the cost of the carpet only in the affected area.

Residential pet resistance warranties

Victoria Carpets warrants that the surface pile of your UltraPet carpet will resist stains from domestic pet urine and faeces for the stain resistance period mentioned on the warranty label affixed to the sample; from the date of delivery and in accordance with the General Warranty Conditions.

Residential Colourfast Warranty

Victoria Carpets warrants that its carpet will not display a significant change in colour due to exposure to sunlight or atmospheric contaminants for the period mentioned in the warranty label affixed to the sample, from date of delivery or for a period of time not exceeding 200 Xenon Fadeometer hours of such exposure.

To make a claim under this warranty, you must notify your place of purchase, provide proof of purchase and provide non-returnable samples of the carpet for testing. If, under testing performed by Victoria Carpets, the carpet is found to have a rating of 4 or less under the Blue Scale, when tested in accordance with ISO Test Method 105 B02, Victoria Carpets will offer to repair or replace the affected area inclusive of installation or offer an allowance to the cost of the carpet only in the affected area.

Lifetime Anti-static Protection

Unlike other carpets that are protected by topical treatment, synthetic carpet filament is permanently anti-static. Victoria Carpets warrants that its carpet is treated with an anti-static agent providing protection by reducing static build-up for the life of the carpet.

Extended Warranty

Victoria Carpets will warrant your UltraPet carpet for an additional 10 Year period if your carpet has been installed on Dunlop UltraPet underlay. The extended warranty is applicable to residential wear, stain resistance, pet resistance and colourfast warranty. You must provide a proof of purchase to make a claim under this warranty.

Making a Claim

If your carpet fails to perform in line with any of the Victoria Carpets Warranties, Victoria Carpets will offer you an allowance or credit (to be redeemed through the original point of purchase or by another retailer in your area as specified by Victoria Carpets).

The allowance / credit will:

- Be to the same or comparable value (quality) of the installed carpet at the time of purchase
- Be payable for the affected area only
- Include reasonable installation costs, excluding the cost of the underlay

The allowance or credit will be calculated from the date of purchase and as follows:

UltraPet Carpet

Year in which claim is made	Percentage of original retail cost – incl. of installation
15 Year	
Years 0-10	100%
Years 11-15	60%

UltraPet Carpet + UltraPet Underlay (Extended warranty)

Year in which claim is made	Percentage of original retail cost – incl. of installation
25 Year	
Years 0-10	100%
Years 11-15	60%
Years 16-20	30%
Years 21-25	10%

Consumer Law

Australia

Our goods come with warranties that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

New Zealand

Our goods come with warranties that cannot be excluded under the Consumer Guarantees Act.

UltraPet Underlay Warranty Terms & Conditions

Dunlop Flooring Guarantee For Consumers

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 for 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.

Dunlop Flooring guarantees that your underlay product will be free from manufacturing and workmanship defects, and will perform as claimed by Dunlop Flooring. The benefits of this guarantee are in addition to other rights and remedies you may have under the Australian Consumer Law.

Additional Voluntary Guarantee

1. Dunlop Flooring grants a guarantee in respect of Dunlop Carpet Underlay, Hard Flooring Underlays and Adhesives (hereinafter referred to as the "Product") where the following conditions are satisfied:

a. the carpet and hard flooring product with which the Product is used, is installed in accordance with Australian and New Zealand Standard 2455.2:1995 or Australian and New Zealand Standard 2455.2:1996 or Australian Standard AS1994-1985 or the Timber Flooring Industry's "Code of Practice" or the Adhesive Industry's "Code of Practice" or any other such standard that may be applicable from time to time; and

b. the Product is used as directed on the Product label or in accordance with the applicable Dunlop Flooring specification and Product Data Sheets.

2. Dunlop Flooring guarantees that:

a. the Product will be free from defective manufacture and workmanship; and

b. the Product will perform in accordance with Dunlop Flooring's written claims in relation to the Product (the "Guarantee").

The benefits to the consumer given by the Guarantee are in addition to other rights and remedies of the consumer under the Australian Consumer Law.

Duration

3. The Guarantee will extend until the expiration of the guarantee provided with the carpet or hard flooring product with which the Product is to be used from the date of installation under normal use and care.

Limitations & Liabilities

4. Dunlop Flooring's liability under the Guarantee is limited to replacing any Product accepted as defective during the period of the Guarantee. Dunlop Flooring will not be responsible for any labour charges incurred in replacing any Product, or any costs or

labour charges relating to replacement or relaying of any carpet or hard flooring product with which the Product is used.

5. The Guarantee will not apply where the defect in or the failure of the Product to perform arises in whole or in part from:

a. expansion or contraction of carpet or hard flooring product due to improper cleaning procedures that affect the stability of the carpet or hard flooring product;

b. the subfloor not being prepared in accordance with current Australian standards or improper or inadequate application of the Product;

c. use of products (other than the Product) with the Product;

d. improper seaming or joining techniques;

e. unevenness caused by uneven sub-floor;

f. concrete floors, where curing compounds, laitance, bond breakers or any other contaminants are present in the floor;

g. hydrostatic pressure or excessive moisture, or alkali conditions on the site; or

h. abuse or misuse of, harsh or improper treatment or accidental damage to, the Product;

i. defects in the carpet or backings or defects in the hard flooring products that are manufacturer or wear related;

j. dimensional instability within the floor-covering assembly.

6. The Guarantee will be null and void where:

a. there has been, in the opinion of Dunlop Flooring, a material change to the use of the premises within which the Product is used; or

b. products other than the Product are used on carpet or under hard flooring with which the Products are used.

7. Subject to paragraph 9, the obligations assumed by Dunlop Flooring pursuant to this document are its sole obligations under the Guarantee, as well as under claims in contract, tort (including negligence) or otherwise. Subject to paragraph 9, Dunlop Flooring shall in no way be responsible for any incidental or consequential damage, whether or not such damage is caused by Dunlop Flooring's negligence.

8. Subject to paragraph 9, Dunlop Flooring hereby disclaims any other guarantee including any guarantee of merchantability or fitness of purpose.

Consumer Acts

9. The terms and conditions of this document and the provision of any guarantee granted by Dunlop Flooring are additional to and do not and should not be taken as applying to exclude, restrict or modify in any manner whatsoever:

a. the rights and remedies conferred on consumers and others by those Commonwealth, State and

Territory laws that cannot be lawfully excluded, restricted or modified, including the Australian Consumer Law.

- b. the exercise of any such rights or remedies by consumers
 - c. any mandatory condition or guarantee implied by any such law in favour of a consumer which cannot be excluded by a contract between the parties to the sale of goods or services.
10. Any guarantee under this document is given by Dunlop Flooring, a division of Primary Flooring Pty. Ltd, of 380 Dohertys Road, Truganina, VICTORIA, 3029, 1800 622 293, customerservice@dunlopflooring.com.au.
11. If you wish to make a claim under this warranty, you should visit the Authorised Stockist the Product was

purchased from or phone Dunlop Flooring customer service on 1800 622 293 between 8am - 5pm AEST Monday to Friday.

When you make any claim under this warranty it is essential that you provide a copy of your proof of purchase of the Product, for example, your receipt. A claim under this warranty is not formally made unless and until that proof of purchase is provided. You will not be able to gain the benefit of this warranty without making a valid claim.

Upon visiting an Authorised Stockist with a copy of your proof of purchase, the Authorised Stockist can arrange for an assessment of the Product at the location where the Product has been installed.

UltraPet Carpet



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UltraPet Carpet Underlay



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Exclusive to

CARPET COURT

Call us 1300 CARPET

carpetcourt.com.au

