

## LIMITED LIFETIME WARRANTY

EC Carpets provides this limited warranty ("Warranty") to the original purchaser of the ecare backed product subject to the exclusions, conditions and limitations described below:

## MANUFACTURING DEFECT WARRANTY

EC Carpets warrants the carpet against manufacturing defects for the life of the carpet, as follows:

- **MOISTURE BARRIER** - The carpet's moisture barrier will not permit liquids spilled on the carpet to penetrate through the ecare backing.
- **WICK-BACK** - The carpet's ecare backing will not promote wick-back stains.
- **DELAMINATION** - The carpet will not delaminate from secondary backing.
- **TUFT BIND** - The carpet will provide superior tuft bind in high traffic environments.
- **UNRAVELING** - The carpet will not allow continuous unraveling of yarn at the seams.
- **STATIC CHARGE** - The mean bulk resistance of the carpet will not rise above 45 Giga-Ohms at 40% humidity and 20 degrees Celsius when tested in accordance with AATCC 134-1996.
- **WEAR** - This product will not suffer more than 25% of abrasive wearing.

## EXCLUSIONS

This Warranty is only available if the EC Carpets product has been properly installed in accordance to AS 2455.1-2007 standards and subjected to normal indoor use. Further, this Warranty applies only to manufacturing defects, and does not cover

- (i) deterioration of carpet appearance,
- (ii) damage to the carpet, or
- (iii) failure of carpet installation that is not the result of a manufacturing defect.

By way of example, without limitation, this Warranty does not cover: tears, cuts, pulls, burns, pile crush or shading variations (conditions that are not manufacturing defects), dye lot variations, the exposure of carpet to excessive sunlight, the installation of carpet on stairs, or any wear or damage resulting from

- (i) abnormal use or abuse,
- (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.),
- (iii) use of improper cleaning agents or maintenance methods, or
- (iv) installation or maintenance not in strict compliance with EC Carpets' recommended procedures.

Installation of EC Carpets flooring products on sub-floor conditions that exceed the specifications and limitations provided in this document will void the applicable limited warranties.

## CONDITIONS

This Warranty shall not be effective, unless the following conditions are satisfied:

1. The carpet must be installed and maintained in strict compliance with the applicable EC Carpets installation and maintenance procedures and guidelines.
2. EC Carpets' recommended adhesives must be used for bond warranty. Use of other adhesives will void bond warranty.
3. The carpet must be installed indoors.
4. The attached Warranty Registration Form must be completed, signed by all parties, and returned to EC Carpets within 90 days of installation.
5. Chair pads are recommended but are not required for warranty purposes.
6. Moisture & pH.

## LIMITATIONS

This Warranty covers the original end use purchaser of the EC Carpets' product at its original installation site and is not transferable.

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.

## MAKING CLAIMS

If the EC Carpets' product fails to perform as stated in this Warranty, you must contact us in writing stating:

- when you bought the carpet;
- who you bought it from;
- who installed it; and
- details of the alleged fault or defect.

You must also provide us with your contact details and proof of purchase (a receipt of invoice).

We will then contact you and you will need to give us access to the place where the carpet is installed so that we can inspect the alleged fault or defect.

Once we have inspected the carpet, we will tell you whether or not we accept your claim.

## REMEDIES

EC Carpets, at its option, may designate a representative to inspect the carpet and/or have the carpet tested by the fiber manufacturer or an independent testing firm. If the inspection or independent testing reveals that the carpet has not performed as warranted above, then EC Carpets will, at its option,

- repair the affected carpet to conform to this Warranty,
  - install new carpet of comparable quality from our current running line to replace the affected carpet,
- or
- if replacement is not possible or commercially practicable, compensate the owner for the actual replacement cost of the meterage contained in the affected area.

"Replacement cost" means the cost of

- replacement EC Carpets' product of comparable quality in a meterage sufficient to cover the affected area,
- freight to the installation site,
- materials necessary for installation, and
- installation of the replacement carpet. All other costs, including the cost of removing equipment, furnishings, partitions or anything else installed or placed over the carpet, are the responsibility of the owner. These are the exclusive remedies under the limited lifetime warranty set forth above.

## PRODUCT WARRANTY REGISTRATION

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Installation Address: \_\_\_\_\_

EC Carpets Invoice #: \_\_\_\_\_

Retailer Name: \_\_\_\_\_