# **Carpet Residential Warranty**

### **General Warranty Conditions**

In order for these warranties to apply, Belgotex New Zealand Limited (Belgotex NZ) carpets must be properly installed over new underlay according to the Australian and New Zealand standard AS/NZS2455 and maintained adequately as recommended by Belgotex NZ. 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, and installation dates.

## **Warranty Periods**

Your new Belgotex NZ carpet is covered by an express warranty as detailed below as indicated by our website and technical specifications. All Belgotex Carpets are warranted against manufacturing for a period of 5 years.

5 Year Residential Warranty						
Pile Loss (>10%)	5 Years					
UV Fade	5 Years					
Stain Resistance*	5 Years					
10 Year Residential Warranty						
Pile Loss (>10%)	5 years					
UV Fade	10 Years					
Stain Resistance*	10 Years					
15 Year Residential Warranty						
Pile Loss (>10%)	10 Years					
UV Fade	15 Years					
Stain Resistance or Stain Proof*	15 Years					
20 Year Residential Warranty						
Pile Loss (>10%)	15 Years					
UV Fade	20 Years					
Stain Proof*	20 Years					

<sup>\*</sup>Refer to product technical specifications for Stain Resistance or Stain Proof.

## **Belgotex Carpet Warranty Exclusions**

Our warranties will not apply in the following circumstances:

- Damage or defects attributable to events outside of our control including, but not limited to:
  - o incorrect or improper installation, including failure to comply with Australian and New Zealand standard AS/AUSTRALIAS2455;
  - o inadequate design, defect, or failure of other products;
  - o water ingress, mould, mildew, fungi, or bacteria growing on the carpet;
  - o operation of the forces of nature, including earthquakes, cyclones, floods or other severe weather conditions or unusual climatic conditions
- Problems caused by the failure of, or lack of underlay installed.
- Issues caused by installation outside of the specified scope of use.
- Damage or staining caused by leeching from use of textile rugs and mats used in direct contact (e.g. Dyed Rugs).
- Damage or appearance problems resulting from incorrect installation methodology.
- Damage due to the improper use of cleaning agents or methods not approved for use with the carpet.
- Any carpet not adequately maintained as per Belgotex NZ care and maintenance guidelines.
- Carpet that has been surface treated with materials not recommended by the manufacturer, e.g. pesticides.

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- Damages caused by accident, abuse, abnormal wear, such as tears, burns, pulls, cuts, damage from household pets (including, but not limited to, damage caused by claws, urine, faeces), wicking, or exposure to excess moisture.
- Damages caused by mobile, and/or heavy equipment, e.g. Gym equipment.
- Damage cause by castor chairs without protective mats.
- Permanent pile reversal (Shading/Watermarking), pilling, matting, flattening, or tracking.
- Damage caused by incorrect use of vacuum cleaner beater brush heads that affect the construction of the installed carpet.
- Dye-batch variations from any pre-installation samples provided versus the installed carpet.
- The costs incurred in making a claim under these warranties, for example furniture removal.

## **Limited Wear Warranty for Residential Use**

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. Belgotex NZ warrants its carpet against pile weight loss by abrasive wear of more than 10% for your carpet within the period mentioned on Belgotex NZ website and technical specifications, from date of delivery, provided it is used in accordance with the manufacturer's usage rating and the terms outlined in the General Warranty Conditions above. This warranty covers abrasive wear of the surface pile only and does not cover carpet backings. To make a claim you must notify your place of purchase and provide proof of purchase. If upon inspection and testing, Belgotex NZ is satisfied that the carpet was correctly installed to Australian and New Zealand standards (AS/NZS:2455) and maintained to Belgotex NZ's Care and Maintenance guidelines, and that the surface pile has abrasively worn more than 10% in the period mentioned on the wear warranty label affixed to the sample, Belgotex NZ will compensate the purchaser as per the terms outlined in the 'Claims' section of this warranty document.

### **Limited Stain Resistance Warranty for Residential Use**

Belgotex NZ warrants that the surface pile of carpet will be stainproof or stain-resistant to most household food and beverage stains for a period as indicated on Belgotex NZ's website and technical specifications, and/or care and maintenance guidelines. The warranty period starts from the date of installation and when properly installed indoors to and New Zealand standards (AS/NZS:2455) and in accordance with the terms outlined in 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, very hot liquids, food and beverages containing strong dyes (for example, but without limitation, mustard, curry, coffee, and tea), hair dye, urine, faeces and vomit (human and animal), and staining that becomes permanent due to the failure to carry out care and stain removal procedures as recommended. 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. You must be able to provide proof of purchase and proof that professional steam cleaning (hot water extraction) has been undertaken. You must permit Belgotex NZ access to the installed carpet to remove the stain. If, under testing and analysis performed by Belgotex NZ, 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, Belgotex NZ will compensate the purchaser as per the terms outlined in the 'Claims' section. If the stain is removed as warranted, all stain removal costs will be the responsibility of the purchaser.

### Limited UV Colourfast Warranty for Residential Use

Belgotex NZ 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 specific to your carpet from date of delivery. This warranty does not cover breakdown or disintegration of the carpet fibres and construction due to prolonged intense exposure to direct sunlight or UV light. Belgotex NZ recommends using window furnishings such as curtains, blinds, shutter, shades, or window tinting to minimise the risk of this occurring. 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 Belgotex NZ, 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, Belgotex NZ will compensate the purchaser as per the terms outlined in the section 'Claims'.

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## **Scope of use Definitions**

	Cla	lass Level of Use Description Examples of areas of use		Examples of areas of use	
Residential	₹ 21		Light	Areas with low or intermittent use	Bedrooms, dining room
	22		Medium	Areas with medium use	Children's room, media rooms
	23		Heavy	Areas with intense use	Kitchens, living rooms, halls, entrances, home offices, foyers

#### **Claims**

If your carpet fails to perform in line with any of the Belgotex NZ Warranties and/or the Consumer Guarantees Act 1993 (Consumer Guarantees Act), Belgotex NZ will, at its sole option:

- Replace the defective carpet with carpet of the same or comparable quality; or
- Credit you to supply replacement carpet determined in accordance with the table below (with the amount of credit being a percentage of the amount paid at the time of purchase).

The remedy provided by Belgotex NZ will be for the affected area only and will include reasonable installation costs, excluding the cost of underlay.

Replacement Value	5 Year Warranty	10 Year Warranty	15 Year Warranty	20 Year Warranty
1-2 Years	100%	100%	100%	100%
3-5 Years	100%	100%	100%	100%
6-7 Years	0%	50%	60%	75%
8-10 Years	0%	25%	40%	50%
11-15 Years	0%	0%	10%	20%
16-20 Years	0%	0%	0%	5%

If you believe your carpet is faulty and is not performing as expected under this warranty, or as mandated by the Consumer Guarantees Act, please notify your retailer. Your retailer will take suitable action, including arranging an onsite inspection and notification to Belgotex NZ if required.

#### **Consumer Law**

If you are a consumer, our goods come with warranties that cannot be excluded under the Consumer Guarantees Act. Noting in this document limits or excludes any warranties that cannot be excluded by law and we will honour our obligations under the Consumer Guarantees Act 1993, including those guarantees regarding quality, description, and fitness for purpose of the carpet we supply.

For more information on your rights under the New Zealand Consumer Guarantees Act, please visit the Ministry of Business, Innovation & Employment's Consumer Protection website at www.consumerprotection.govt.nz.

#### General

Any variation to this warranty will only be effective if it is made in writing and signed by an authorised officer of Belgotex NZ. We may amend and provisions in this warranty by publishing a new warranty on our website. The new warranty will apply to carpet purchased on or after the date of publication on our website.

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