

# Carpet & 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, or 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 of the UltraPet Carpet & Underlay Brochure).

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 antistatic. 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 Sleepyhead 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

#### **Sleepyhead Flooring Warranty**

This is a warranty against faulty workmanship and materials in your new Sleepyhead Flooring Underlay product. Please retain your proof of purchase for the Sleepyhead Flooring Underlay as you will need it in the unlikely event that you may need to make a claim.

This warranty applies only in New Zealand and is given by Sleepyhead Flooring, a division of New Zealand Comfort Group Ltd ("Comfort Group") for Sleepyhead Flooring Underlay products ("product") supplied to you by our authorised retailers.

Please follow all recommendations and instructions for use, care and maintenance as well as the care instructions of your carpet manufacturer. Failure to do so may mean this warranty will not apply.

#### **Duration**

This warranty commences on the purchase date of the product as shown on the invoice, receipt or other evidence of purchase and is valid for the warranty period. The warranty period is the life of your new carpet when laid on your new Sleepyhead Flooring Underlay. Please note that underlay that is seconds, used or otherwise not first grade is specifically excluded from this warranty.

Following a claim under this warranty, the original warranty period will continue to apply and will not be extended or changed as a result of repair or replacement under this warranty.

#### **How to Claim**

If a manufacturing fault appears within the warranty period, you may make a claim under this warranty at the address set out at the end of this warranty card. You may also make a claim under this warranty by asking the authorised retailer you purchased from to lodge your warranty claim with us on your behalf. In that case we may respond directly to you and/or the retailer.

We will give you a claim number and assess your claim. We may request photos of your product to help determine the appropriate course of action and we may need to inspect the product in situ. We reserve the right to charge reasonable inspection costs if the problem or defect is not due to a fault/issue covered by this warranty.

#### What We Will Do

After reviewing your claim and any inspection, if we are satisfied there is a manufacturing fault in our underlay for which we are responsible, we will at our option either replace or repair the underlay (or the affected portion if applicable) or provide a credit or refund.

If identical product is not available at the time of repair or replacement, we reserve the right to substitute the product provided if it is of substantially equivalent quality and type.

#### What Is Not Covered

We are not responsible under the terms of this warranty for issues arising due to factors other than due to our faulty workmanship and materials. By way of example only, the following are not manufacturing faults and are not covered by this warranty:

- a. Wear and tear including normal indentations and softening.
- b. Damage caused by willful abuse, misuse, neglect.
- Damage caused by accidents or unintentional impacts.
- d. Failure to promptly attend to spills on the carpet and/or using inappropriate cleaning methods.
- e. Damage or loss of performance due to the floor under the underlay being unsuitable, unstable, uneven or otherwise defective.
- f. Damage caused during installation or arising due to poor installation methods.
- g. Issues related to comfort choice or intended use (e.g. choice of density, thickness)
- h. Use other than indoors.

Except to the extent permitted by law, nothing in this warranty limits or affects your rights under the Consumer Guarantees Act 1993 or other applicable law.

See our privacy policy at www.thecomfortgroup.co/privacy-policy.

**UltraPet Carpet** 



NZ: 0800 445 510 info@victoriacarpets.com.au

www.victoriacarpets.co.nz

UltraPet Carpet Underlay



New Zealand Comfort Group Ltd Ph: 0800 753 377 info@sleepyheadflooring.co.nz Mail: Private Bag 93315, Otahuhu, Auckland 1640 Courier: 41-71 Great South Road, Otahuhu, Auckland 1062

www.sleepyheadflooring.co.nz

**Exclusive to** 



www.flooringxtra.co.nz