

Northstate Carpets Warranty Certificate

1st January 2017 v.1.0



Consumer Products

Honolulu, Hawaii, Caliente, Maldive, Radium, Recoil, Braveheart, Quays, Ring Leader.

Scope

Covered by this warranty are all the floor coverings in the Northstate Carpets range intended for residential or commercial use according to individual product ratings and specifications marked specifically in a way committing Northstate Carpets.

Validity Period

The warranty duration varies according to the products and may be up to 3 yrs., 7 yrs. and 15 yrs. depending on the qualities, the profiles produced and the use recommended by Northstate Carpets.

The start of the guarantee is at the date of purchase for the covering by the consumer, shown on an invoice produced by the retailer, clearly mentioning the reference and the selection of the covering properties.

Warranty

The only coverings sheet guaranteed are those classified as perfects and used according to the state of art and Northstate Carpets specifications (a note is attached to this document), and this applies to rooms for domestic / commercial use according to individual products specifications and ratings.

The Following Criteria are Covered by the Northstate Carpets Warranty

- Apparent defects, indicated to Northstate Carpets or to the retailer prior to laying, such as: appearance defects, structural defects, pile defects, indelible stains, defects on the backing.; and
- Manufacturing defects, indicated to Northstate Carpets or to the retailer during the warranty period, causing after a time an abnormal change such as early wear (beginning of the pattern legibility loss).

The Following Criteria are Excluded from the Podium Warranty

1. Products sold in a quality other than perfects;
2. Defects caused by an installation which is not according to laying instructions specified by the manufacturer or Australian Standards AS 2455.1.2007 (textile floorcoverings instillation practice);
3. Mishandled or unsuitably stored products or products subjected to a use other than domestic use;
4. Products damaged during transportation outside Northstate Carpets responsibility or in any other way outside Northstate Carpets responsibility;
5. Products which are cut or laid with an apparent defect;
6. Products having been unsuitably maintained, in a way not complying with the maintenance instructions specified by Northstate Carpets;
7. Differences in colour, shade and structure between the products sold and the pictures or samples and, in the case of purchasing contracts, differences in manufacturing, including colour differences between different production batches;
8. Damages caused by stains, burns, cuts, grooves, friction, accidental indentations, loss of colour caused by carpet backs, painted surfaces, yellowing related to an external product i.e. asphalt, tar etc.;
9. Damages caused by unprotected legs of tables and chairs;
10. Damages caused by chairs etc. with castor wheel where a suitable protective chair mat hasn't been used;
11. Defects and damages caused by circumstances outside Northstate Carpets control;

12. Pattern Match Variation. Patterned carpets are produced to a specification and within the normal tolerances for broadloom carpet. Purchasers, retailers and installers should be aware that special attention to pattern matching will be required during instillation to ensure pattern continuity, particularly where the instillation is of multiple widths. The salvage of certain carpets may need to be trimmer up to 5% of the original width to achieve a successful join, as the product is a textile and can be subject to variations; and

13. Shading on Cut Pile Carpets. Cut pile carpets in certain circumstances can/will exhibit the condition known as "shading, watermarking or pile reversal".

This condition is characterized by random light and dark patches appearing some weeks after instillation, caused by permanent pile reversal or bending of the carpet pile fibres with consequential different light effects. It cannot be predicted or prevented and appears to be related to location of use rather than type of carpet construction or materials used. It does not effect the wear or performance and since it is beyond the control of the manufacturer it is not considered as a manufacturing flaw or defect. This should be advised by the retailer and considered prior to purchase.

Conditions of Application

Any defect shall be indicated to Northstate Carpets or the retailer immediately after it is found.

The defect shall be acknowledged after examination of the covering by a Northstate Carpets representative or a duly qualified authorised agent.

Northstate Carpets reserve their right to require a sampling showing the defect found in order to analyse it in their laboratories.

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Conditions of Compensation

For any defect found on a product covered by the Northstate Carpets warranty and conforming to the criteria of cover and application, and further to the file being accepted by Northstate Carpets, compensation shall be granted.

Such compensation covers the purchase price for the covering, excluding the taking up cost, the installation dismantling cost i.e. partitions, furniture etc.. The cost of laying and of material possibly used for laying i.e. glue, skirting boards, etc. are broken down as follows.

For 15 years

- ≤ 3-6 years* = 100%^Δ
- ≤ 6-9 years = 80%
- ≤ 9-12 years = 60%
- ≤ 12-15 years = 40%
- ≤ 15 years = 20%

For 7 years

- ≤ 2-3 years = 100%
- ≤ 3-4 years = 80%
- ≤ 4-5 years = 60%
- ≤ 6-7 years = 20%

For 3 years

- ≤ 1 years = 100%
- ≤ 2 years = 60%
- ≤ 3 years = 20%

* Period after the product was laid,

^Δ Percentage of the reimbursement cost for the affected area.

Any claim under this warranty must be made within the above stated years of the date of purchase of the product. To make a claim under warranty, take the product (with proof of purchase) to the store where you purchased the product or contact Northstate Carpets. Northstate Carpets will pay your reasonable direct expenses of claiming under this warranty.

You may submit details and proof of your claim to Northstate Carpets for consideration. This warranty is provided in addition to the other rights and remedies you may have under law; our goods come with guarantees which cannot be excluded under the Australian Consumer Law.

You are entitled to replacement or refund for a major failure and 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.

This warranty is given by **Northstate Carpets**.

Northstate Carpets are distributed in Australia by

PR Floors Pty. Ltd.

ABN 44 009 964 658

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