



COMMERCIAL CARPET TILE WARRANTY

Purpose of This Document

Pegasus Carpets (“we/us/our”) offers a range of residential and commercial carpet products (“carpet/s”). You can be confident in the quality of the carpets manufactured by us.

The following warranty applies to each of our Nylon Carpet Tiles, subject to the limitations and conditions contained herein.

Rights of Consumers

Where the customer is a consumer as defined in the Consumer Guarantees Act 1993 (“CGA”) any benefits under this warranty document are in addition to any rights or remedies that may be available to the consumer under the CGA.

If the customer is not a consumer (for example, a commercial customer in trade), all warranties, conditions, liabilities, and obligations other than those specified in this warranty document are excluded to the fullest extent allowed by law and the Consumer Guarantees Act 1993 does not apply.

Warranty

1. Subject to the conditions and exclusions set out in this warranty document, and for the Warranty Period as defined below, we warrant that our carpet tiles:
 - a) Will be free of defects due to faulty or defective factory workmanship;
 - b) Will be free of defective materials; and
 - c) Where a carpet tile product has an ACCS certification/grading, will comply and perform in accordance with the relevant grading and specifications for that carpet tile to the extent set out in the relevant ACCS certification/grading.(each of the above a “Warranty”).

Warranty Period

2. Each Warranty runs 10 years from the date of purchase (“Warranty Period”). If any carpet tile has been repaired or replaced in accordance with the Warranty, the repaired or replaced carpet tile is warranted for the remainder of the original Warranty Period.

Warranty Conditions

3. This limited warranty is provided subject to the following conditions:
 - a) The Warranty applies to the original customer and the original installation site(s) and is not transferrable.

- b) We will not be liable under any Warranty unless the customer complies with the Warranty Claim Procedure below.
- c) The carpet tiles must be purchased from a Pegasus Carpets approved retailer and installed by or under the direct supervision of a New Zealand qualified flooring installer in accordance with AS/NZS 2455.1:2007 "Textile Floor Coverings – Installation Practice".
- d) The carpet tiles are installed and used only for the purposes that it is manufactured for and at the type of premises that we specify. For the avoidance of doubt, carpet tiles specified for commercial use must only be installed in commercial premises. We reserve the right to ask for proof that your commercial use applies.
- e) Any project in which the carpet tiles is used must be designed and constructed in strict compliance with all relevant legislation, regulations, standards, and codes and in accordance with the terms specified in any building consent issued by any local or territorial authority with jurisdiction over the area in which the project is being undertaken.
- f) The carpet tiles must have been used and maintained and cleaned in accordance with Pegasus Carpet Care and Stain Remover Guide, and AS/NZS 3733:1995 ("Textile floor coverings- Cleaning maintenance of residential and commercial carpeting").
- g) We must be provided with the opportunity to investigate the alleged defective carpet tiles in situ and prior to its removal, repair, or replacement. We must also be afforded the opportunity to repair or replace the defective products before a third party is engaged. For the avoidance of doubt, the Warranty will be nullified if you engage a third-party to carry out any repair/remove work to the carpet tile without first contacting us.
- h) In no circumstances may a Warranty claim be made after the expiry of the Warranty Period.
- i) Each Warranty is subject to and voidable by the provisions under clause 7 of this warranty document.

Warranty Claim Procedure

- 4. Any consumer claim under this Warranty must be submitted:
 - a) In writing by the original purchaser of the carpet; and
 - b) To the retailer where the carpet was purchased; and
 - c) Together with the written claim, the customer must provide a copy of proof of purchase and proof of professional installation in the form of an invoice or receipt from the retailer/installer (as applicable). This is because carpet tiles are not branded products hence it is important to retain proof of purchase to establish that the carpet tiles you claim warranty for is our product.; and
 - d) Upon request, the customer must provide specific details of the installation including the name and qualifications of the installer and the date the carpet tiles were installed. We may also ask to inspect your site and examine the carpet tiles.

Liability

- 5. In the event that a Warranty claim is made, and that claim is accepted by us, our total liability to the customer under the Warranty is limited, at our option, to:
 - a) The supply, at no cost to the customer of a replacement:
 - i. Carpet tiles; or
 - ii. Carpet tiles in substitute, provided that the substitute carpet tiles is substantially similar in quality and functionally to the original carpet tiles that you purchased;
 - b) The repair, at no cost to the customer, of the carpet tiles; or
 - c) Refunding the customer the purchase price of the affected carpet tiles. We will not be liable to reinstall the carpet tiles, or for the cost of reinstallation of the carpet tiles.

6. We will not be liable for any claim, loss, or damage (whether direct or indirect) including property damage or personal injury, consequential loss, rectify costs (e.g. alternative accommodation, removing equipment and furniture, partitions), economic loss, or loss of profits, howsoever arising.
7. Without limiting any other provision of this Warranty, we will not be liable for and the Warranties exclude:
 - a) Carpet tiles that we have sold as “seconds” or “off-grade” products;
 - b) Cuts, tears, burns, scratches, scuffs, abrasion, gouges or stains, including but not limited to those caused by pets, animals, tracked-in foreign substances, accidents or abuse of the carpet tiles, vandalism, or malicious damage;
 - c) Damage caused by natural disasters;
 - d) Damages due to uneven sub-floor or underfloor heating;
 - e) Damage caused by tracking or soiling in very heavy traffic areas;
 - f) Damage caused by athletic equipment (e.g. roller skates, ski boots, golf shoes, rugby boots, etc), general roller traffic, or due to lack of protection under roller castor chairs;
 - g) Damage caused by dragging heavy objects over flooring;
 - h) Damage caused by excessive water or the persistence of excessive moisture;
 - i) Damage from non-food and non-beverage substances, food and beverages that contain dyes, or extremely hot liquids;
 - j) Damage or defect caused by improper cleaning (including the incorrect use of chemicals or cleaning methods); actions or omissions;
 - k) Damage caused by beater brush vacuum. High suction vacuum is recommended;
 - l) Permanent pile reversal, shading or watermarking, which is not considered a defect.
 - m) Claim, damage or defect arising from movement of or failure of materials to which the carpet is attached, improper design of the premises in which the carpet is installed;
 - n) Claim, damage or defect arising from the installation of the carpet tiles, where the carpet tiles are removed from its original installation site and re-installed;
 - o) Any damage or deterioration caused by any work performed on the carpet tiles after installation including any repairs not carried out by us or our authorised personnel;
 - p) Any damage or deterioration caused or contributed to by work performed by you or third parties on the premises where the carpet tiles are installed, including negligent actions or omissions;
 - q) Damage or deterioration due to prolonged exposure to direct or indirect sunlight.

Warranty Replacement Value

8. If your carpet has been determined as unable to be repaired, we will offer replacement of a new carpet of the same or comparable type available through Pegasus Carpets. Like any asset, the value of your carpet also depreciates over time and with wear. The more people living in a dwelling can increase this wear. Our warranty allows for the following depreciation table to determine the value of the replacement materials:

1 Year	100%
2-3 Year	80%
4-5 Year	60%
6-7 Year	40%
8-9 Year	20%
10 Year	5%