



## Carpet Warranty

### Purpose of This Document

Pegasus Carpet Limited (company number 5969648) (“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 carpets, 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 carpets:
  - 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 has a ACCS certification/grading, will comply and perform in accordance with the relevant grading and specifications for that carpet 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 has been repaired or replaced in accordance with the Warranty, the repaired or replaced carpet is warranted for the remainder of the original Warranty Period.

## Warranty Conditions

3. Each Warranty is provided subject to the following conditions:
  - a) The Warranty 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 must be 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- General”. For completeness, all edges of tufted seam must be sealed properly by applying seam adhesives in accordance with the said AS/NZS standard.
  - d) The carpet is 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 specified for residential use may only be used in owner-occupied residential premises. If the premises become tenanted or cease to be an owner-occupied residential home, the Warranties under this warranty document cease to apply.

Carpet 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 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 must have been used and maintained and cleaned in strict accordance with all our instructions, methods and procedures (including our instructions set out in the Caring for Your Carpet section below), and generally in accordance with AS/NZS 3733:1995 (“Textile floor coverings- Cleaning maintenance of residential and commercial carpeting”).

- g) We must be provided the opportunity to inspect the alleged defective carpet 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 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 8 of this warranty document.

### Care For Your Carpet

- 4. For the Warranty to be valid, you must, as a minimum, meet the following cleaning and maintenance requirements:
  - a) Carpet should be vacuumed weekly, particularly high-traffic areas.
  - b) Carpet should be professionally cleaned by hot water extraction (or similar method) at least once every 12 months. Records of professional cleaning may be required in the case of a warranty claim.
  - c) If any spills occur, fast remedial action should be taken by removing any solids and blotting any liquids with a clean absorbent cloth or paper towel. If reasonably necessary, you will need to call for a professional carpet cleaner urgently.

### Warranty Claim Procedure

- 5. 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 is not a branded product hence it is important to retain proof of purchase to establish that the carpet 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 was installed. We may also ask to visit your site and examine the carpet.

## Liability

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; or
  - ii. carpet in substitute, provided that the substitute carpet is substantially similar in quality and functionally to the original carpet that you purchased;
- b) The repair, at no cost to the customer, of the carpet; or
- c) Refunding the customer the purchase price of the affected carpet. We will not be liable to reinstall the carpet, or for the cost of reinstallation of the carpet.

We will not be liable for any claim, loss or damage (whether direct or indirect) including property damage or personal injury, consequential loss, economic loss or loss of profits, howsoever arising.

Without limiting any other provision of this Warranty, we will not be liable for and the Warranties exclude:

- a) Carpet 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, tracked-in foreign matter, an accident or abuse of the carpet;
- c) Damages due to uneven sub-floor or underfloor heating;
- d) Damage caused by excessive water or moisture;
- e) Damage caused by natural disasters;
- f) Damage caused by tracking or soiling in very heavy traffic areas;
- g) Permanent pile reversal, shading or watermarking, which is not a defect. Cut pile carpet develops lighter and darker patches over time due to the blended fibres reflecting light differently;
- h) Any claim, damage or defect arising from movement of or failure of materials to which the carpet is attached, incorrect design of the premises in which the carpet is installed;
- i) Any claim, damage or defect only arising from incorrect cleaning (including the incorrect use of chemicals or cleaning methods); actions or omissions;

- j) Any claim, damage caused by animals or insects, neglect, fire, explosion, radiation, collision or other accident, vandalism or malicious damage;
- k) Any claim, damage or defect arising from the installation of the carpet, where the carpet is removed from its first place of installation and re-installed;
- l) Any damage or deterioration to any part of the carpet caused by work carried out on the carpet after installation including any repairs not carried out by us or our authorised personnel;
- m) Any damage or deterioration to the extent that it is caused or contributed to by your own or any third-party actions, including but not limited to negligent actions or omissions;
- n) Any damage or deterioration to the extent that it is caused or contributed to any work that you or any third party have done to the premises in which the carpet was located; and
- o) Any damage or deterioration due to prolonged exposure to direct or indirect sunlight.