

Wool Carpet Commercial Warranty



General Warranty Conditions

For these warranties to apply, Belgotex New Zealand Limited (Belgotex NZ) wool 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. This commercial warranty is only valid once signed by an authorised Belgotex representative. The warranty only covers the product if used in the specified scope of use for your project. 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 wool carpet is covered by an express warranty as detailed below. All Belgotex Carpets are warranted against manufacturing defects for a period of 5 years.

5 Year Commercial Warranty

Defect	Warranty Period
Pile Loss (>10%)	5 years
Limited Stain Resistance*	5 Years

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:
 - incorrect or improper installation, including failure to comply with Australian and New Zealand standard AS/NZS2455;
 - inadequate design, defect, or failure of other products;
 - water ingress, mould, mildew, fungi, or bacteria growing on the carpet;
 - 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 out of the specified scope of use.
- Non-residential use.
- Damage or staining caused by leeching from use of textile rugs and mats used in direct contact.
- 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.
- 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.
- Damage caused by mobile, and/or heavy equipment, e.g. Gym equipment.
- Damage caused 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.
- 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.
- Damage caused by insects.

Limited Wear Warranty

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.

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*Limited Stain Resistance Warranty

Belgotex NZ warrants that the surface pile of carpet will resist most household stains for a period as indicated on Belgotex NZ's website and technical specifications, and/or care and maintenance guidelines. This stain resistance warranty applies to residential applications only, e.g. long-term residency apartments. 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 wool 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.

The Characteristics of Wool Carpets

Wool carpets are a textile that exhibit certain characteristics that consumers need to be aware of before purchase. These characteristics are part of the features of the manufacturing using natural yarns and are not manufacturing defects.

Tracking

As the name implies, 'tracking' is the imprint left behind by footsteps or other activities in contact with the carpet. Tracking is more common or evident on plush cut piles and generally disappears after vacuuming but will reappear when the carpet is next walked on. Carpet is more prone to tracking in heavy traffic areas.

Permanent Pile reversal

Cut pile carpets, especially softer plush piles may develop lighter or darker patches over time. This is known as shading, puddling, or watermarking. The effect is caused by the permanent bending of the carpet fibres which then reflect light differently than surrounding areas. Brushing or shampooing doesn't reduce shading. Shading does not affect the wear or durability of the carpet and is not recognized by Belgotex as a manufacturing defect.

Natural and Unique

The colour and texture from each production run can vary slightly between the individual batches and the sampling.

Patterned Carpets

Patterned carpets are manufactured to precise tolerances, but even with precision manufacturing and specialist installation pattern irregularities, particularly across joins may be visible.

Fluffing

With new wool carpets balls of fluff may appear on the surface. These are loose strands of natural fibre left in the pile during the manufacturing process and are a minuscule proportion of the fibre in the total pile. This fluff will most likely fill the back of your vacuum cleaner for the first few vacuums and will diminish over time.

It is safe to vacuum immediately after installation, the fluff is more difficult to see on loop pile and may appear as frizzing. Use a smooth brushless vacuum head with strong suction which will usually remove these balls of fluff.

Sprouting

Sprouting is when a single tuft rises from the surface pile, any such tufts in a cut pile carpet may be safely trimmed using scissors without affecting the appearance of the carpet. Do not pull the tuft out as it could leave a hole in the pile.

Missing tufts

Occasionally carpet tufts can be missed during the manufacturing process. In this process, please consult your retailer for professional repair.

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Fading

Your carpet may fade or change colour over time particularly in areas regularly exposed to sunlight. This often goes unnoticed as the change can occur over a long timeframe. North and West facing floor to ceiling windows and doors affect the carpet the most. Belgotex recommend ensuring these windows are UV protected to prevent photo-degradation. Curtains, blinds, filters, and louvres provide the best protection.

Scope of use Definitions

	Class	Level of Use	Description	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
Commercial	31	Light	Areas with low or intermittent use	Bedroom, hotel room, conference room, small office
	32	Medium	Areas with medium traffic	Classrooms, office, hotels, bigger conference rooms, doctor's practice
	33	Heavy	Areas with heavy traffic	Hallway, retail or department store, school, multi-purpose hall, open plan offices, receptions, churches
	34	Very Heavy	Area with intense use	Airports, large department stores, large multi-purpose halls, convention centres
Industrial	41	Light	Areas where work is mainly sedentary with occasional use of light vehicles	Electronic assembly, precision engineering
	42	Medium	Areas where work is mainly standing and/or with vehicular traffic	Storage rooms, electronic assembly
	43	Heavy	Other light industrial areas	Storage rooms, production halls

Claims

If your carpet fails to perform in line with any of the Belgotex NZ Warranties 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.

Belgotex Express Warranties	5 Year
Replacement Value 1-2 Years	100%
Replacement Value 3-5 Years	50%

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

Contract and Commercial Law Act 2017

This warranty is offered as a commercial gesture, and at Belgotex's discretion may be withdrawn without notice. Belgotex will honour our legal obligations under the Contract and Commercial Law Act 2017.

137 Implied conditions of warranties as to quality or fitness

1. By law, there is no implied warranty or condition as to the quality or fitness for any particular purpose of good supplied under a contract of sale as set out in sections 138 to 141.

138 Implied condition that goods are reasonably fit for purpose

1. This section applies if
 - a. The buyer, expressly or by implication, makes known to the seller the particular purpose for which good are require, so as to show tat the buyer relies on the seller's skill or judgement: and
 - b. The goods are of a description that it is in the course of the seller's business to supply (whether or not the seller is the manufacturer)
2. There is an implied condition in the contract of sale that the goods are reasonably for purpose referred to in subsection (1)(a)

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3. However in the case of a contract sale for a specified article under is patent or other trade name, there is no implied condition that the article is fit for any particular purpose

139 Implied condition that goods are of merchantable quality

1. There is an implied condition in a contract of sale that the goods are of merchantable quality if the goods are bought by description from a seller who deals in goods of that description (whether or not the seller is the manufacturer)
2. However, if the buyer has examined the good, there is no implied condition with respect to defects that the examination ought to have revealed.

140 Implied warranty or condition by usage of trade

An implied warranty or condition as to quality or fitness for a particular purpose may be treated as being included in a contract of sale by the usage of trade.

141 Express warranty or condition

An express warranty or condition in a contract of sale does not negate a warranty or condition implied by this Part unless it is inconsistent with the implied warranty or condition.

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.

Jacques Venter

Commercial Manager