

Stain Resistance Warranty

This warranty is given to the original purchaser of the carpet ("you", "your" or "yours") by EC Carpets ("we", "our" or "us"). Our telephone numbers and e-mail addresses appear at the bottom of this page.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and 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.

EC Carpets warrants that the surface pile of the carpet will resist most household stains for the period mentioned in the warranty label affixed to the sample, from the date of delivery when properly installed indoors to Australian Standards, AS 2455.1 – 2019. This warranty is non-transferable.

No carpet is completely stain proof. Stain resistance treatment will increase your ability to clean up stains, not prevent stains.

This warranty specifically excludes general soiling, discolouration, appearance change due to pile distortion, and exposure to substances or contaminants, which could include;

- Degrade or destroy synthetic yarn or the colour of the carpet (e.g. acids, bleaches, drain cleaners etc.);
- Very hot liquids;
- Food and beverages containing strong dyes (e.g. red & orange cordials, mustard, curry, coffee and tea), 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 EC Carpets recommended cleaning procedures – please refer to the EC Carpets *Carpet Care Brochure* for common stains and cleaning techniques. If the stain removal is not successful, you must have the affected area of your carpet professionally steam cleaned. 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 has been undertaken.

You must permit EC Carpets access to the installed carpet to remove the stain. EC Carpets will pay for the attempted removal of the stain by us and will offer to repair or replace the affected area exclusive of installation or offer an allowance to the cost of the carpet only in the affected area.

Any replacement carpet will be of the same or comparable quality to the installed carpet. If the stain is removed as warranted, all stain removal costs will be the responsibility of the purchaser.

This warranty does not cover damage caused by failure to:

- install it in accordance with AS 2455.1 – 2019;
- properly look after; or
- properly maintain it.

This warranty does not cover:

- damage caused by misuse of the carpet;
- installations into rental, hotel/motel, hospitality or commercial environments;
- damage caused by neglect or negligence; or
- consequential loss.

If you want to make a claim under this warranty you must contact us in writing stating:

- when you bought the carpet;
- who you bought it from;
- who installed it; and
- details of the alleged fault or defect.

You must also provide us with your contact details and proof of purchase (a receipt of invoice).

We will then contact you and you will need to give us access to the place where the carpet is installed so that we can inspect the alleged fault or defect.

Once we have inspected the carpet, we will tell you whether or not we accept your claim.

The rights given to you under this warranty are in addition to other rights and remedies available to you under the Australian Consumer Law.