



# 5 Year Premium Limited Residential Guarantee

Australian Edition

Godfrey Hirst

Premium Guarantee

As Australia's largest carpet manufacturer, we endorse and recognise all rights of the consumer under the Australian Consumer Law.

All our products are manufactured under a management system independently and externally certified as complying with ISO9001 (Quality Assurance & Management Systems) and ISO14001 (Environmental Management Systems). We are proud of our manufacturing processes and guarantee all our carpets against defects in materials and workmanship. Our Australian After Sales Service team can be relied upon to respond to any consumer queries or concerns with our products.

## Our Guarantee

In addition to any rights available under Australian Consumer Law, Godfrey Hirst guarantees that, when used in a residential premises in accordance with the General Conditions and Homeowner Obligations set out below, your carpet will perform as set out below for up to 5 years following the original installation (see pro rata details below):

- **Fibre Loss Guarantee** - The surface fibre of the carpet will not abrasively wear so as to lose more than 10% from the pile of the carpet. Pile/fibre loss does **not** include other changes in carpet appearance: e.g. matting (the loss of twist from the tips of pile and entanglement of the fibre), or crushing (the non-restorable pile flattening due to foot traffic, castor wheels or pressure of furniture) or pilling or pile loss due to events set out clause 5 of the General Conditions.
- **Stain Resistance Guarantee** - The surface pile of the carpet will resist **most** household food and beverage stains making them easily removable if promptly and immediately attended to following the steps set out in the Godfrey Hirst Carpet Collection guide (including in relation to steam cleaning). This does not mean your carpet is completely stainproof, and spillages/stains (particularly if hot) must be attended to immediately. If allowed to cool or dry, the stain will be almost impossible to remove. Care must be taken as haphazard attempts at spot removal can cause permanent stain setting, pile distortion and loss of colour.

This guarantee does not apply to stains caused by acids or oil based or wax based substances (including tar, shoe polish, paints, lipstick, mascara, olive oil, vomit or pesto), stains from food or beverages containing strong dyes (e.g. mustard, curry etc) or stains that have become permanent because of failure to promptly and immediately attend to the stain as set out in the Godfrey Hirst Carpet Collection guide.

- **Fade Resistance Guarantee** - Your carpet will not significantly change colour as a result of exposure to sunlight or atmospheric contaminants (including ozone or oxides of nitrogen). A significant change of colour is a change of greater than two units as measured by the American Association of Textile Chemists and Colorists (AATCC) Gray Scale. The Gray Scale is an internationally recognised comparison system to determine the extent of colour differences, and two units should not significantly change the appearance of your carpet. Carpet may change colour due to other external causes such as spills of household chemicals and other non-food and non-beverage substances or chemical influences. These are not covered by this guarantee.

## Consumer Guarantees

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.

- **Insect Deterrent Guarantee** - Your carpet will resist attacks from insects such as carpet beetles or moth larvae provided it is used and cared for in accordance with the General Conditions and Homeowner Obligations set out below. Your carpet will not require any chemical treatment or application, to guard against insect attacks such as carpet beetles, moth larvae or other insects.

**NOTE:** As a textile product, carpet will change its appearance over time as set out in the Carpet Characteristics section of the Godfrey Hirst Carpet Collection guide.



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## General Conditions

1. This guarantee applies to new Godfrey Hirst carpet purchased in Australia after 1 October 2021 and professionally installed over underlay in accordance with the installation recommendations set out in the Godfrey Hirst Carpet Collection guide, and used in an owner occupied residential premises.
2. This guarantee does not apply to carpet not installed as a fixed floor covering e.g. rugs or carpet used in bathrooms, kitchens and utility areas such as laundries and wet areas and areas subject to significant non-foot traffic, as the carpet is not suitable for such use.
3. If the premises become tenanted or cease to be an owner occupied residential premises, this guarantee ceases to apply. In those circumstances, consumers still retain any rights they have under the Australian Consumer Law.
4. This guarantee is only provided to the original purchaser of the floor, or if the original purchaser is a builder or developer, to the owner of the residential home 12 months after purchase of the floor and is not transferrable.
5. This guarantee covers only the things above, and does not cover, for example, damage to the carpet which has been caused by:
  - improper installation (e.g. seam peaking or wrinkling/tuft losses due to installation issues).
  - defects in the underlay or failure to use underlay.
  - failure to promptly respond to any spillages/stains and/or improper maintenance and/or failing to carry out proper routine maintenance in accordance with the recommendations described in the Godfrey Hirst Carpet Collection guide.
  - things ordinarily covered by homeowner insurance policies, such as accidents, burning, flooding, persistent moisture or smoke.
  - abuse (being any use considered unreasonable given the normal and expected use of carpet in an owner occupied residence), including cutting and pet damage.
  - strong chemicals (e.g. bleach, pool chemicals, tile cleaners, mildew removers, oven cleaners, drain openers, plant food etc.).
  - the application of any post-manufacturer topical treatments (e.g. anti-static or stain resistance) as these are not suitable for your Godfrey Hirst carpet.

## If your carpet fails to perform?

If any part of your carpet fails to perform in accordance with this guarantee, then, in addition to any rights you have under the Australian Consumer Law, Godfrey Hirst will offer you an allowance or a credit towards the replacement of the carpet, to be redeemed through your original retailer or another retailer in your area nominated by Godfrey Hirst.

The allowance or credit will equal 100% of the purchase price of Godfrey Hirst carpet which is the same or of comparable quality to replace the affected area of the carpet, extending to the nearest wall, doorway or entrance, and the reasonable cost of its installation (but excluding the cost of underlay).

You will be responsible to pay the retailer the balance of the purchase price and installation costs. In relation to claims made under this guarantee, Godfrey Hirst will only pay the amounts above and you will be required to pay any other expenses incurred in connection with the claim. Godfrey Hirst will not reimburse or pay for your time associated with making the claim, new underlay, the cost of cleaning, repainting, expert advice, obtaining quotations, accommodation, moving or replacing furniture, equipment or fittings or the disposal of carpet, underlay or packaging (subject to any additional remedies you may have under the Australian Consumer Law).

## Homeowner Obligations

- As carpet is not a branded product, it is important to retain proof of purchase to establish the carpet is a Godfrey Hirst product. Keep proof of purchase in the form of a receipt, bill, invoice or statement from the retailer, showing the price you paid and the date of its purchase, together with proof of installation date. Make sure you also know which Godfrey Hirst carpet you have purchased and the guarantee applicable to the carpet (details are on the back of samples in store at the time of purchase). So Godfrey Hirst has a record of your purchase, register your guarantee at [www.godfreyhirst.com](http://www.godfreyhirst.com) within 30 days of purchase.
- Have your carpet installed by a professional installer in accordance with AS 2455.1 "Textile floor coverings – Installation practice – General" and the guidelines set out in the Godfrey Hirst Carpet Collection guide.
- Maintain your carpet with regular vacuuming and cleaning as set out in the Godfrey Hirst Carpet Collection guide.

## Making a Claim

If you believe your carpet is failing to perform in accordance with this guarantee or as required by the Australian Consumer Law, please notify your retailer. Be sure to describe the specific problem (providing a photo if possible) and include a copy of your proof of purchase. If you are claiming under the Stain Resistance part of this guarantee, please also provide proof of professional steam cleaning of the affected area in accordance with the Godfrey Hirst Carpet Collection guide.

Your retailer will take appropriate action, including arranging an onsite inspection of the installation (if appropriate) and notifying Godfrey Hirst if necessary. Should you be unable to contact your retailer, or if you do not get a satisfactory response from your retailer, please contact Godfrey Hirst directly.