

HOTEL CARPET

1. **WARRANTY:**

1.1

If the carpet is installed to specification and the Proprietor maintains and cleans the product, upon installation, in accordance with the recommended maintenance program, and subject to the following provisions, the Supplier hereby warrants, represents and undertakes to the Proprietor that: -

- a) The product as specified above shall be free from any fault or defect in manufacture, supply and delivery, and which would prevent our carpet from providing satisfactory service.
- b) The product shall comply in all respects with the specification.
- c) The Supplier shall to the fullest extent of its obligations (subject to Clause 3.1) re-supply at its own expense, any faulty or defective product, which warranty and undertaking shall include without limiting the generality of the foregoing: -

2. **WARRANTY EXCLUSIONS:**

2.1

The warranties and undertakings given under Clause 1 do not apply in respect of faults or defect due to or arising out of: -

- a) Any damage caused by normal or extraordinary wear and tear, pulls, pilling, burns, rips, matting, crushing and Permanent Pile Reversal Shading, also referred to as 'Watermarking' and 'Pooling/Puddling'. More information can be obtained through the Carpet Institute of Australia Limited website.
- b) Faulty workmanship by persons other than the supplier or any sub-contractor to the supplier or any other person for whom the supplier or any sub-contractor to the supplier respectively are responsible; or
- c) Negligent misuse of the product, excluding instances by the Supplier, any Sub-contractor to the Supplier, or any other individual for whom the Supplier or respective Sub-contractor is accountable; or
- d) Any conditions or events in the nature of Force Majeure Clause and including without limiting the generality hereof war, civil commotion, vandalism, fire, earthquake, flood or aircraft collision.
- e) The carpet has not been installed in accordance with **Australian Standard AS 2455.1**
- f) If the carpet has not been cleaned in accordance with manufacturers requirements.

2.2

The warranties in Clause 1 do not apply in respect of the following areas:

HOTEL CARPET

- a) lift cars
- b) stairs and landings
- c) areas under desks and tables where a protective mat has not been used and under chairs with castor wheels
- d) any heavy traffic area where excess workload is evident and subject to abnormal use

3. ENFORCEMENT OF WARRANTY:

3.1

The Supplier shall at no cost to the Proprietor carry out its obligations under this deed to make good any fault or defect in the product and repair or replace any faulty or defective product to the Proprietor's satisfaction as soon as practicable, but within a reasonable time (having regard to the extent and nature of the fault or defect) after;

- a) The fault or defect becomes apparent to the Supplier, or the Supplier receives notice in writing from the Proprietor or a duly authorized agent of the Proprietor to rectify or replace the fault or defect.

4. WARRANTY PERIOD

4.1

The warranties and undertakings given herewith shall remain current and apply to any manufacturing fault or defect becoming apparent to the Supplier or the Proprietor within the period of **12** months after the Warranty Commencement Date.

The above warranty is in addition to those conferred by any applicable State or Federal legislation.