

## Modular Carpet Tile Standard Product Warranty

Congratulations on your choice of our quality Airlay Carpet Tile. Airlay International Pty Ltd (Airlay) warrants its modular carpet tile products in accordance with the terms stated below for a period of 15 years from date of invoice. All Airlay brand products are warranted against excessive surface wear, edge ravel, delamination and shrinking. Excessive surface wear means loss of more than 30% by weight of face fibre.

### **TERMS & CONDITIONS**

Airlay International Pty Ltd guarantees that your carpet tile product will be free from manufacturing and workmanship defects, and will perform as claimed by Airlay. The benefits of this warranty are in addition to other rights and remedies you may have under the Australian Consumer Law. You are entitled to a replacement or rectification for any major failures of our carpet tile. 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.

Under your Airlay warranty, should a problem arise and we accept that you have a valid warranty claim, at our discretion we will either repair the carpet and/or replace the carpet in the affected area.

This warranty does not cover tears, burns, cuts, pulls or other damage, deterioration, problems or loss caused by abuse, neglect, misuse, improper installation, improper maintenance, flood/excessive moisture, excessive alkalinity. Airlay's liability is limited to repair and/or replacement as stated herein. Moisture and pH testing of the substrate is not the responsibility of Airlay and all issues related to moisture and pH testing are the responsibility of the flooring contractor and is specifically excluded from this warranty.

Carpet tiles must be properly installed in accordance with Australian and New Zealand Standard AS/NZS-2455.1:2019 and AS/NZS 2455.2:2019 for installation and maintained in accordance with the care recommendations provided. Failure to appropriately install the carpet tiles as per the standards and to maintain the carpet tile as outlined in accordance with Airlay's Carpet Cleaning and Maintenance Guide and Carpet Tile Specification Sheet, could void all or part of the warranty coverage, at Airlay's discretion.

Airlay will not be liable for any incidental, indirect, special or consequential damages in any case. The warranty, remedy and limits of liability contained herein are expressly in lieu of and exclude all other warranties, remedies and liabilities, whether express or implied. Airlay makes no other representations or warranties, express or implied, and hereby disclaims any and all other warranties that may arise by operation of law, including, without limitation, any warranty of merchantability or fitness of its products for any particular purposes.

### **AUSTRALIAN CONSUMER LAW**

1. The terms and conditions of this document and the provision of any warranty granted by Airlay are in addition to and do not and should not be taken as applying to exclude, restrict or modify in any manner whatsoever:
  - The rights and remedies conferred on consumers and others by the Commonwealth, State and Territory laws that cannot be lawfully excluded, restricted or modified, including the Australian Consumer Law;
  - The exercise of any such rights or remedies by consumers;
2. Any mandatory condition or warranty implied by any such law in favour of a consumer which cannot be excluded by a contract between the parties to the sale of goods or services. Any warranty under this document is given by Airlay International, a business of 91-115 Link Drive CAMPBELLFIELD VIC 3061, Victoria, Australia.
3. If you wish to make a claim under this warranty, please contact Airlay International Pty Ltd on 9359 4705 between 8am to 5.00pm AEST Monday to Friday.

When you make any claim under this warranty it is essential that you provide a copy of your proof of purchase of the Airlay carpet tile. A claim under this warranty is not formally made unless and until the proof of purchase is provided. You will not be able to gain the benefit of this warranty without making a valid claim.

Upon calling, a technical manager will help you to determine whether the Airlay carpet tile needs to be assessed and if so will arrange with you to have an assessment of the Airlay carpet tile at the location where the product has been installed and provide a report.