

# STAINMASTER® CARPET

## Limited Warranties



**STAINMASTER**  
carpet®

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## THE LIMITED WARRANTIES IN THIS BOOKLET ARE EFFECTIVE FROM SEPTEMBER 1 2017

### CLAIM INFORMATION

#### THE LIMITED WARRANTIES IN THIS BOOKLET ARE GIVEN BY:

INVISTA (Australia) Pty Ltd (“INVISTA”)  
Suite 4, 4 Corporate Avenue, Rowville, VIC, 3178, Australia  
Telephone: 1800 335 624 (Australia) or 0800 468 420 (New Zealand)  
Email: [info@stainmasterlink.com.au](mailto:info@stainmasterlink.com.au)

Visit [stainmaster.com.au/warranties](http://stainmaster.com.au/warranties) or [stainmaster.co.nz/warranties](http://stainmaster.co.nz/warranties) to register your carpet purchase or to find general cleaning instructions. Warranty registration is recommended but not required to activate your warranty coverage.

If you have a problem with your carpet and believe it is covered by one or more of the limited warranties in this booklet, call the STAINMASTER® carpet Service Centre on 1800 335 624 (Australia) or 0800 468 420 (New Zealand). Hours are 8AM to 6PM AEST, Monday through Friday. Or, contact us by email at: [info@stainmasterlink.com.au](mailto:info@stainmasterlink.com.au).

You may also send a warranty claim to:  
INVISTA Suite 4, 4 Corporate Avenue  
ROWVILLE VIC 3178 AUSTRALIA

Before processing a claim under a limited warranty in this booklet, INVISTA will require you to provide the following:

- Your original sales receipt or other documentation reasonably acceptable to INVISTA which shows proof of purchase and installation of a STAINMASTER® carpet (the documentation must include the STAINMASTER® carpet name and style information).
- An explanation of the issue, what caused the problem, where the carpet is installed and areas affected and a description of what the carpet looks like now.
- When and where the carpet was purchased.
- The carpet style name and colour.
- Linear metres purchased.
- The date(s) and proof of professional cleaning(s) – an invoice or other documentation signed by the vendor may be required.

We may also request a small piece (420 mm x 300 mm) of carpet.

You will bear any expense associated with making a claim (for example, postage in respect of a claim made by post) under the limited warranties in this booklet.



# GENERAL TERMS AND CONDITIONS

## APPLICABILITY OF CONSUMER LAWS

In Australia: The benefits of the limited warranties in this booklet are in addition to other rights and remedies you have under the Australian Consumer Law. 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.

In New Zealand: Our goods also come with guarantees that cannot be excluded under New Zealand consumer law except if you purchased your product in New Zealand for a business, in which case you acknowledge and agree that the Consumer Guarantees Act 1993 shall not apply to the goods supplied to you for those purposes and to the maximum extent permitted by law, our liability to you or anyone claiming through you, will be limited at all times to the purchase price of the goods to which your claim relates.

Nothing in this booklet is intended exclude, restrict, modify or affect the application of any condition, guarantee, right or remedy provided by the Australian Consumer Law or the New Zealand Consumer Guarantees Act 1993 (together, "Consumer Laws").

## WARRANTY COVERAGE

Only first quality carpet (not seconds or irregulars) which meets INVISTA's construction and performance specifications can earn the name STAINMASTER® carpet and be covered under the limited warranties in this booklet.

The limited warranties in this booklet apply to all indoor wall-to-wall STAINMASTER® carpet products purchased on or after September 1, 2017 in Australia or New Zealand and installed in an owner-occupied space in an owner-occupied residence. If the carpet is removed from the home in which it was first installed then these limited warranties will be deemed null and void.

## GENERAL EXCLUSIONS

The limited warranties in this booklet do not cover:

- Bound rugs.
- Carpets put into commercial use (including, but not limited to, use in a store, office or other place of business), rented dwellings, timeshare dwellings, motor homes (RVs) or houseboats.
- Abnormal use or conditions, or any type of abuse, vandalism, or damage by smoke, fire, storm, flood, hurricane, wind, lightning, any other natural disaster, or any act of God. "Abnormal use or conditions" includes, but is not limited to, water damage from

plumbing, storm or flood, damage from smoke or fire, damage from improper cleaning methods or materials, or from improper maintenance. "Abuse" includes, but is not limited to, any use of the carpet that is unreasonable considering the normal and expected uses of a carpet in an owner-occupied residence.

- Damage caused by wetting or persistence of excessive moisture, improper installation, defective building construction, pets.
- Damage resulting in, or changes to your carpet arising from, tears, pulls, cuts, pilling, shedding, burns, fuzzing, matting, crushing, shading or pile reversal

**Each limited warranty in this booklet is also subject to specific exclusions, as set out on pages 7-9.**

## TRANSFERABILITY

All warranty coverage is transferable to subsequent owner-occupiers only in owner-occupied residences. The original homeowner must contact the STAINMASTER® carpet Service Centre to provide original receipts documenting the carpet purchase and proof that the carpet has been maintained every 18 months, using the hot water extraction cleaning method, since the original carpet purchase date. This documentation must be provided within sixty (60) days of the home sale. INVISTA will then provide the new homeowner with a written authorisation transferring the warranty coverage.

## CARE AND CLEANING OBLIGATIONS

To maintain the limited warranties in this booklet you must have hot water extraction (steam cleaning) performed by a trained, qualified carpet care professional, at least as frequently as every 18 months from the date of purchase of your carpet. Failing to do so will void these limited warranties.

Clean stains or soiled areas promptly. If the problem remains after do-it-yourself cleaning, then have your carpet professionally cleaned by hot water extraction (steam cleaning) at your expense; these maintenance costs will not be reimbursed. If the problem still remains after professional cleaning, contact the STAINMASTER® carpet Service Centre within 30 days of the professional cleaning.

To learn more about carpet care or to get cleaning tips on specific stains please visit [www.stainmaster.com.au/carpetcare](http://www.stainmaster.com.au/carpetcare) or [www.stainmaster.co.nz/carpetcare](http://www.stainmaster.co.nz/carpetcare) or phone the STAINMASTER® carpet Service Centre on 1800 335 624 (Australia) or 0800 468 420 (New Zealand).

## WHAT INVISTA WILL DO TO HONOUR A LIMITED WARRANTY

- If INVISTA determines that your claim is covered under one or more of the limited warranties in this booklet, INVISTA will, at its sole option, repair or replace the affected area of your carpet. You may however have other remedies available to you under Consumer Laws.

- If INVISTA opts to provide a replacement under a limited warranty in this booklet, INVISTA will bear the costs of removing and disposing of your original STAINMASTER® carpet and the cost (including labour costs) of installing the same or a comparable STAINMASTER® replacement carpet (comparability in carpet specifications is to be determined by INVISTA). The remaining portion of the applicable warranty period will be based on your original purchase date. Costs in relation to moving furniture, equipment or baseboards, removing skirting boards, costs associated with new carpet underlay, or other charges are your responsibility and will not be paid by INVISTA. This is not intended to affect your rights and remedies with respect to any replacement undertaken under applicable Consumer Laws.
- Cash refunds will not be offered under any of the limited warranties in this booklet.
- You must reasonably cooperate with INVISTA in its efforts to perform its obligations under the limited warranties in this booklet.

**Note: the limited warranties set out in this booklet are each subject to the General Terms and Conditions on page 4-6, including with respect to warranty coverage, exclusions and transferability. Please read each of the General Terms and Conditions carefully before proceeding.**

SUBJECT TO YOUR RIGHTS UNDER CONSUMER LAWS, THE FOLLOWING APPLIES TO ALL OF THE LIMITED WARRANTIES INCLUDED IN THIS BOOKLET:

YOU HAVE MAY HAVE RIGHTS AGAINST INVISTA UNDER THE AUSTRALIAN CONSUMER LAW, NEW ZEALAND CONSUMER LAW, AND/OR OTHER APPLICABLE LAWS, INCLUDING TO RECOVER DAMAGES IN RESPECT OF NON-COMPLIANCE WITH A CONSUMER GUARANTEE. SUBJECT TO THOSE RIGHTS, INVISTA SHALL NOT BE LIABLE TO YOU FOR ANY LOST OR PROSPECTIVE PROFITS, LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURES TO CLEAN COVERED STAINS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE PRODUCT OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY. SUBJECT TO YOUR RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW, NEW ZEALAND CONSUMER LAW AND/OR OTHER APPLICABLE LAWS (INCLUDING AS NOTED ABOVE), THE CUMULATIVE LIABILITY OF INVISTA SHALL NOT EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. FOR THE SAKE OF CLARITY, THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF USE AND LOSS OR DAMAGE TO PROPERTY.

## LIFETIME FOOD & DRINK STAIN RESISTANCE LIMITED WARRANTY

For the life of your STAINMASTER® carpet, INVISTA warrants that the surface pile of your carpet will resist food and drink stains that occur during normal residential use. If INVISTA determines that your carpet does not meet this limited warranty, INVISTA will, at its sole option, repair or replace the affected area of your carpet.

**No carpet is fully stain proof.** This limited warranty does not cover the following:

- Stains caused by non-food or non-drink substances including, but not limited to, cosmetics, bleaches, inks, vomit, blood or faeces. See Lifetime Pet Vomit, Urine and Faeces Stain Resistance Limited Warranty for STAINMASTER® PetProtect® carpet.
- Stains caused by substances that destroy or change the colour of the carpet, including, but not limited to, dyes (such as clothing dyes), bleaches, acne medications, drain cleaners and plant food.
- The reappearance of previously-cleaned stains (known as "wicking"). Wicking occurs when stains that have been concealed in the carpet backing or underlay, reappear during additional re-cleaning.

## LIFETIME DRY SOIL RESISTANCE LIMITED WARRANTY

Over time any carpet may change colour due to the accumulation of dry soil from foot traffic. For the life of your STAINMASTER® carpet, INVISTA warrants that it will not experience a noticeable colour change due to deposits of dry soil as a result of foot traffic from normal, indoor household use. If INVISTA determines that your carpet does not meet this limited warranty, INVISTA will, at its sole option, repair or replace the affected area of your carpet.

For the purposes of this limited warranty, a "noticeable colour change" is defined as a rating of 3 or less on the American Association of Textile Chemists and Colourists Gray Scale for colour change.

This limited warranty does not cover colour changes arising from grease, mud, asphalt, tar, paints, ink, rust, blood, cement, materials that permanently destroy dyes or alter colours (such as bleaches, acne medications, drain cleaners and plant food), urine, faeces, vomit, burns, pets, tears, cuts, pulls, shading or pile reversal, fading, furniture depressions or athletic equipment.

## LIFETIME PET VOMIT, URINE & FAECES STAIN RESISTANCE LIMITED WARRANTY FOR STAINMASTER® PETPROTECT® CARPET ONLY

For the life of your STAINMASTER® PetProtect® carpet, INVISTA warrants that with proper care and maintenance (including professional cleaning) the surface pile will not be permanently stained from exposure to pet vomit, urine or faeces from domestic cats and dogs only.

## LIFETIME ANTI-STATIC LIMITED WARRANTY

For the life of your STAINMASTER® carpet, INVISTA warrants it will not generate static greater than 5.0 kilovolts (using the American Association of Textile Chemists and Colourists Test Method 134). If INVISTA determines that your carpet does not meet this limited warranty, INVISTA will, at its sole option, repair or replace the affected area of your carpet.

## 15-YEAR ABRASIVE WEAR LIMITED WARRANTY

For a period of 15 years beginning from the date at purchase, INVISTA warrants that your STAINMASTER® carpet will not incur fibre loss from abrasive wear of more than 10% in any area during normal residential use. For the purposes of this limited warranty, "fibre loss from abrasive wear" is defined as actual loss of fibre, due to abrasion, from the surface pile of your carpet. If INVISTA determines that your carpet does not meet this limited warranty, INVISTA will, at its sole option, repair or replace the affected area of your carpet.

## FADE RESISTANCE LIMITED WARRANTY

INVISTA warrants that if you follow the care and cleaning obligations (page 5), your STAINMASTER® carpet will not experience a noticeable colour change from exposure to sunlight or atmospheric contaminants (ozone or oxides of nitrogen) for the period applicable to your brand of carpet, as set out below.

- All brands of STAINMASTER® carpet other than STAINMASTER® PetProtect® carpet and STAINMASTER® SolarMax® carpet – 15 years beginning from the date at purchase.
- STAINMASTER® PetProtect® carpet and STAINMASTER® SolarMax® carpet – 25 years beginning from the date at purchase.

If INVISTA determines that your carpet does not meet this limited warranty, INVISTA will, at its sole option, repair or replace the affected area of your carpet.

For the purposes of this limited warranty, a "noticeable colour change" is defined as a rating of 3 or less on the American Association of Textile Chemists and Colourists Gray Scale for colour change.

This limited warranty does not cover colour changes arising from:

- Air purifiers, photocopiers or other electronic equipment that emit significant amounts of ozone.
- External causes, such as spills of household chemicals, improper cleaning and other substances.
- Pesticides, cleaning agents, benzoyl peroxide and other household items.
- Noticeable colour change due to accumulation of dry soil as a result of foot traffic from normal, indoor household use.

## LIMITED WARRANTY REGISTRATION

Register your warranty at [stainmaster.com.au/warranties](http://stainmaster.com.au/warranties) or [stainmaster.co.nz/warranties](http://stainmaster.co.nz/warranties) or simply fill out the information below and mail the form to us. Remember to keep a copy for your records. Warranty registration is not a condition of warranty coverage. If you decide to register, please use the form below.

Name of Carpet Retail Store \_\_\_\_\_

Suburb/Locality of Store \_\_\_\_\_

Style and Colour \_\_\_\_\_

Purchase Date \_\_\_\_\_

Linear metres purchased \_\_\_\_\_

Total cost of carpet \_\_\_\_\_

Rooms STAINMASTER® carpet was installed \_\_\_\_\_

\_\_\_\_\_

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Your Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Suburb/Locality \_\_\_\_\_ State \_\_\_\_\_

Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_

Your E-mail Address \_\_\_\_\_

By providing my contact information, I give permission to be contacted on information that may be of interest to me.

- Register warranty only. Opt out of all communications.
- A STAINMASTER® carpet underlay was purchased with the carpet.

Please see our full Privacy Policy on [stainmaster.com.au](http://stainmaster.com.au) or [stainmaster.co.nz](http://stainmaster.co.nz).

### AFTER COMPLETING YOUR WARRANTY FORM...

- Moisten the glue around the edges of this page, fold over, seal and post.
- No stamp is required.

Tear off along here

**STAINMASTER**  
carpet®

**Delivery Address:**  
PO Box 235  
ORMOND VIC 3204

No stamp required  
if posted in Australia



INVISTA  
Reply Paid 88899  
ORMOND VIC 3204





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