

ENVIRATILE® WARRANTY GUIDE

All Envirotile® carpet tiles and planks come with a limited wear warranty that says that the product will be free from manufacturing defects and that it will provide the minimum quoted serviceable life in normal wear and tear circumstances.

Warranties provided by Envirotile® do not guarantee that any given product is appropriate or fit for a particular purpose or use. It is the responsibility of the customer, or their contractor/agent, to ensure that products are suitable for the intended use, and such determination shall be the sole responsibility of the buyer or their representatives.

Recommendations made by Envirotile® in product literature/specifications or on our website concerning uses or applications of the product are believed to be reliable.

CONDITIONS:

All warranties are dependent upon strict adherence to the following conditions:

- The product used has been correctly specified for use in the intended area of installation and is fit for purpose in that area.
- The product has been installed in accordance with Envirotile's product installation instructions and current Australian Standard AS/NZS 2455 Textile floor coverings - Installation practice, current at the time of installation.
- The sub-floor meets the requirements outlined in Envirotile's product installation instructions and AS/NZS 2455.
- Concrete sub-floor moisture must be less than 85% Relative Humidity when tested in accordance with the international standard ASTM F 2170.
- Installations must be maintained with regular care and cleaning as prescribed in the Envirotile® product maintenance guide or the CRI Carpet Maintenance Guidelines for Commercial Applications.

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Envirotile® excludes, and will not pay for, consequential or incidental damages under these warranties. This includes any loss, expense, or damage other than to the product itself that may result from a defect in the product, including without limitation, travel costs, movement of furniture, delivery delays, additional handling and labour.

WHAT OUR WARRANTIES DO NOT COVER:

Our warranties do NOT cover:

- Damage caused by improper subfloor preparation, including moisture in the subfloor that exceeds more than 85% RH (relative humidity) when tested in accordance with ASTM F 2170, or that of any proprietary products used for the installation.
- Product installed outdoors or in garages.
- Carpet installed in utility areas such as bathrooms, kitchens or in any areas subject to anything other than ordinary shoe traffic.
- Damage to product caused by improper maintenance, application of improper cleaning agents, methods, mishaps or inadequate care.
- Any reduction in appearance and texture due to normal wear and tear. This warranty does not cover appearance retention, matting and crushing and normal appearance changes in high traffic areas.
- Damage to the product caused by burns, wheel and castor traffic, stains as result of poor maintenance, tears or furniture depressions.
- Damage caused by gouging from heavy sharp objects, equipment such as roller skates, golf shoes or gym equipment, damaged castor wheels and furniture legs.
- Changes in product colour or fading or other discolouration resulting from external causes, such as spills of dyes or chemicals, other non-food or non-beverage

substances, excessive heat, atmospheric or chemical influences and rubber backed mats.

- Damage resulting from accidents, abuse (being any use considered unreasonable given the normal and expected use of the product) or abnormal wear (soiling, burning, flooding, cutting, pet damage, smoke etc.) or from soaking or persistence of excessive moisture or exposure to very hot substances.
- Any product which has been treated after installation with any after-market protective material or chemical.
- Defects and/or damage due to application of any topical treatments (including fungicides, bactericides, biocides, anti-statics, stain resistant treatments, some cleaning agents etc.) which has adversely affected the attributes of the product.
- Samples supplied prior to the installation of the floor may be from a different batch. Shading, colouration and texture may differ from the final material installed.
- Enviratile® takes no responsibility for warranty claims against faulty workmanship. Installation warranties are the obligation of the entity, or entities, responsible for the installation.

CLAIMS

All claims under Enviratile® warranties are to be made by the purchaser/contractor originally supplied with the product. Before any claim will be considered, an Inspection Request form available from our representatives (or website) should be completed and submitted and Enviratile® will arrange an on-site inspection of the installation. It will be of assistance to describe the specific problem, the date of installation and where possible, include a copy of the original invoice.

Please note:

- For end user customers, all warranty claims must be submitted through the retailer/contractor where the product was purchased.
- If the place of purchase is no longer in business, you should then make your claim directly to Enviratile®.
- Enviratile® will require specific information in relation to the claim including but not limited to invoice details, installation and sub-floor information including sub-floor moisture test results prior to installation and any proprietary products used.
- If the product is found to be defective, Enviratile® reserves the right to repair or replace any defective product at their discretion with the same or similar product.
- Any costs associated with rectification/replacement must be agreed to in writing and agreed by all parties concerned before any rectification works commence. No responsibility will be accepted by Enviratile® for any works undertaken without prior written consent.
- If the installed product is no longer available, Enviratile® reserves the right to replace with a product of equal specification.
- At its option, Enviratile® may refund the purchase price thereof with due allowance made for the service rendered by the goods returned (see depreciation table).
- The remedies provided above are the buyer's sole remedies for any failure of Enviratile® to comply with its obligations. Correction of any nonconformity by replacement or by refund of the purchase price of the nonconforming goods (less allowance for use) shall constitute complete fulfilment of all the liabilities of Enviratile® with respect thereto whether the claims of the buyer are based in contract, or tort (including negligence), or otherwise.
- Enviratile® applies a depreciation to its warranties (percentage of original invoice value) that takes account of the value of serviceable life and use a customer has received from the product to date. It is not transferable and will apply to the first buyer only, applicable from the first date of purchase of the product.

- The warranty only applies to first quality products and is not applicable to products sold as seconds, irregulars, or used.

This warranty is in addition to and does not affect your statutory rights. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law/NZ Consumer Guarantees Act 1993. The law states, pursuant to Schedule 2 of the Competition and Consumer Act (CCA) that *“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law/NZ Consumer Guarantees Act 1993. You are entitled to a replacement or refund for a major failure and compensation for any reasonably foreseeable loss or damage. You are 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.”*

If any part of your floor fails to perform in accordance with a warranty applicable to the product installed, Enviratile® may offer to repair, replace, refund or offer an allowance or arrange a credit equal to the cost of the material only in the affected area. The credit will apply only to a new carpet tile floor of the same or comparable quality depreciated as set out in the depreciation table.

Limitation of Liability

Enviratile® shall not be liable in contract, in tort (including negligence), or otherwise for damage or loss of other property, loss of profits or revenue, loss of use of property or equipment, claims of customers of the buyer, or for any special, indirect, incidental, or consequential damages whatsoever.

Under no circumstances will Enviratile® liability exceed the purchase price of the goods in respect of which damages are claimed. The obligation of Enviratile® and the buyers sole remedy under its Limited Wear Warranty and in accordance with the Enviratile® depreciation table is the supply of replacement flooring tiles for the failed material from regular product inventory lines. After confirmation that the product has failed in accordance with our warranties, Enviratile®, at its discretion, will replace or repair each defective tile. The cost of said replacement would be the responsibility of Enviratile® in line with industry standard rates. The costs must be agreed to in writing and agreed by all parties concerned before any rectification works commence, Enviratile® will not be liable for labour or for any other costs incurred in the repair or replacement of flooring tiles, nor shall Enviratile® be liable for any special, indirect, incidental or consequential damages.

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Limited Warranty

Goods furnished by Enviratile® will conform to the product description for such goods. All first quality goods are warranted to be free from visual defects in material and workmanship at the time of shipment and for a period of one year from installation. Written notice of any claimed visual defect must be received by Enviratile® within one year after the date of installation.

Enviratile® products are further warranted against excessive wear (loss of more than 10% of face fibre) when properly installed under normal usage in recommended applications.

Enviratile® will convey good title to the buyer. Enviratile® further warrants its carpet tile and plank flooring products against excessive wear for the period specified in its Limited Wear Warranty Statement for the respective goods. Colour shade may vary from printed illustrations or samples.

<p>The warranties set forth in this provision are exclusive and in lieu of all warranties expressed or implied, including warranties arising from the course of dealing, usage or trade. Enviratile® makes no warranty express or implied, of merchantability or fitness for any particular purpose.</p>
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DEPRECIATION TABLE

10 Year Warranty	Value*	15 Year Warranty	Value*
First 3 years	100%	First 3 years	100%
Years 4-5	70%	Years 4-6	70%
Years 6-7	40%	Years 7-9	40%
Years 8-9	20%	Years 10-12	20%
Year 10	10%	Year 13-15	10%

*Percentage of original invoice