

South African Floorcovering Manufacturers' Standard Claims Policy.

Congratulations on your new floorcovering.

With the correct care and maintenance, your floor will enhance your space for years to come. If, for any reason, you are dissatisfied with the appearance or performance of your carpet, vinyl, wood laminate, artificial turf or underlay, please contact the Supplier (wholesaler or retailer) where you purchased it. If the fault is due to a manufacturing defect, the Supplier will contact the Manufacturer to register a claim on your behalf.

The leading South African manufacturers (Belgotex, Crossley, Nouwens Carpets, Monn and Van Dyck Floors) have agreed to honour the terms and conditions of this South African Floorcovering Manufacturers' Standard Claims Policy ("the Policy") with respect to all claims that are registered with them via their distributors.

Terms and Conditions:

1. The Supplier must register the claim, in writing, with the Manufacturer within 6 (six) months of the delivery date of the product to you. The Supplier must clearly state the nature of the manufacturing defect together with full details of the product so that the Manufacturer can properly consider the claim.
2. The Supplier is responsible for checking the product insofar as correct style, quantity, colour, and dye lot are concerned, prior to delivery to you and its installation. It is, however, important for you to check that the received product complies in all respects with the product you have bought prior to its installation as a claim cannot be considered once the product has been installed and which has visible defects at the time of installation.
3. If a claim is accepted by the Manufacturer because the product has a manufacturing defect(s), the Manufacturer undertakes to remedy the defect(s) by either repairing or replacing the defective product(s) provided that this shall not apply to products that have become defective due to fair wear and tear or that have been misused or abused or that have been used contrary to the Manufacturer's care and maintenance instructions.
4. The Manufacturer's liability, as repairer, shall be limited solely to the reasonable cost of remedying the defective or unsatisfactory repair(s) provided that you notify the Supplier of the failed repair within 1 (one) week of discovery there and which must have occurred within 3 (three) months from the date of the repair. The Supplier must immediately contact the Manufacturer, on your behalf.
5. Please refer to the SABS Code of Practice for installation and cleaning of your product(s), or refer to the Manufacturer for specific product care and maintenance instructions as no claims shall be considered by the Manufacturer for damages to the product as a result of improper application or installation or improper maintenance and/or over-wetting in

- any form whatsoever or for ordinary wear and tear use. This specifically includes claims for products which have been cross seamed contrary to the Manufacturer's recommendations and specifications.
6. No claims shall be accepted for missing tufts if the product can be repaired with commercially acceptable results.
 7. Pile pressure marks (for example due to furniture), texture or colour variation (for example due to sun over-exposure), shading and soiling shall not be accepted as a manufacturing defect.
 8. Failed attempts by the installer to rectify a product or the incorrect installation thereof, without the specific prior written authorisation of the Manufacturer, shall not be accepted as a manufacturing defect. It is important for you to ensure the appointed installer of the product(s) is properly qualified to install the product as installation of the product is done at your sole risk.
 9. No claims shall be accepted on any product specifically sold as "mill seconds" and/or as a defective but cheaper priced product.
 10. The Manufacturer may settle a claim by replacing the defective product or repairing the product or agreeing to a price reduction or a refund, at your choice.
 11. Returned products shall not be accepted unless such return is authorised in writing by the Manufacturer. The product must be returned to the Manufacturer properly packed and within 6 (six) weeks from date of receipt of the replacement product. The Manufacturer's bale copy (uplift note) must accompany all product returns.
 12. In the event of a replacement product, suitable and comparable alternatives may be substituted by the Manufacturer with a choice to you if the original product type is unavailable at the time of replacement.
 13. No deduction of any kind for a registered product claim may be deducted from payment of an account before the claim has been authorized, in writing, by the Manufacturer. The value of such a deduction may not exceed the amount approved by the Manufacturer.
 14. Claims for products that were damaged or wet in transit, shall only be considered by the Manufacturer if the delivery note is endorsed to the effect that the wrapping or contents were damaged or wet at the time of delivery.
 15. Claims for short length rolls shall only be accepted if no cuts have been taken from the roll.
 16. When honouring a claim on a defective product due to a manufacturing defect and that has been installed for longer than 1 (one) year, a pro-rata reduction in the claim amount shall be calculated dependent upon date of purchase. (This pro-rata reduction is also Guarantee period dependant). For example if a product is guaranteed for 5 (five) years, a 20% per year devaluation shall apply or if guaranteed for 10 years a 10% percent per year devaluation, etc shall apply as you have had the benefit of use of the product.
 17. All costs for uplifting the product in respect of an authorized claim and delivery of the new product shall be made at the standard rates agreed upon by South African Floorcovering Manufacturers', from time to time. Should additional costs need to be incurred, these must be quoted to and approved in writing by the Manufacturer, prior to re-installation of the product. These standard rates are available from the Manufacturer of the product.

18. Where unused product is returned in a damaged or soiled condition, the credit for such product shall be reduced by an amount equal to the value of the spoilt material or the cost of salvaging such spoilt parts, if possible.
19. Claims shall not be accepted where more than one dye lot has been used in the same installation.
20. The South African Floorcovering Manufacturers' Standard Claims Policy is reviewed annually and the version applicable at the time of the claim, shall apply.

***This policy includes Carpeting, Vinyl, Wood Laminates, Artificial Turf and Underlays.**