
South African Floorcovering Manufacturers' Standard Claims Policy.

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

Congratulations on choosing the softness and style of carpeting.

With the correct care and maintenance, your new carpet should enhance the beauty and comfort of your home for many years to come. If, for any reason, you, the customer are dissatisfied with the appearance or performance of your carpet, please contact the Supplier (i.e. the wholesaler or retailer) where you bought the carpet. In the event that the fault on your carpet is due to a manufacturing defect, the Supplier shall contact the manufacturer of the carpet to register a claim, on your behalf.

The leading South African manufacturers (i.e. 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 which are registered with them by the Supplier(s) of their carpets.

The Terms and Conditions of the Policy are:

1. The Supplier must register the claim, in writing, with the Manufacturer within 6 (six) months of the delivery date of the carpet to you. The Supplier must clearly state the nature of the manufacturing defect together with full details of the carpet so that the Manufacturer can properly consider the claim.
2. The Supplier is responsible for checking the carpet 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 carpet complies in all respects with the carpet you have bought prior to its installation as a claim cannot be considered once the carpet has been installed and which has visible defects at the time of installation.
3. If a claim is accepted by the Manufacturer because the carpet has a manufacturing defect(s), the Manufacturer undertakes to remedy the defect(s) by either repairing or replacing the defective carpet(s) provided that this shall not apply to carpets 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 carpet(s), or refer to the Manufacturer for specific carpet care and maintenance instructions as no claims shall be considered by the Manufacturer for damages to the carpet 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 carpets which have been cross seamed contrary to the Manufacturer's recommendations and specifications.
6. No claims shall be accepted for missing tufts if the carpet 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 carpet 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 carpet(s) is properly qualified to install the carpet as installation of the carpet is done at your sole risk.

9. No claims shall be accepted on any carpet specifically sold as "mill seconds" and/or as a defective but cheaper priced carpet.
10. The Manufacturer may settle a claim by replacing the defective carpet or repairing the carpet or agreeing to a price reduction or a refund, at your choice.
11. Returned carpets shall not be accepted unless such return is authorised in writing by the Manufacturer. The carpet must be returned to the Manufacturer properly packed and within 6 (six) weeks from date of receipt of the replacement carpet. The Manufacturer's bale copy (uplift note) must accompany all carpet returns.
12. In the event of a replacement carpet, suitable and comparable alternatives may be substituted by the Manufacturer with a choice to you if the original carpet type is unavailable at the time of replacement.
13. No deduction of any kind for a registered carpet 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 carpets 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 carpet 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 dependant upon date of purchase. (This pro-rata reduction is also Guarantee period dependant).
For example if a carpet 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 carpet.
17. All costs for uplifting the carpet in respect of an authorized claim and delivery of the new carpet 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 carpet. These standard rates are available from the Manufacturer of the carpet.
18. Where unused carpet is returned in a damaged or soiled condition, the credit for such carpet 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.

The manufacturers' guarantees are subject to the above Standard Claims policy.