

Performance Textiles Warranty

Subject to the limitations, exclusions and disclaimers set forth herein, the manufacturer warrants that their woven upholstery textiles that are engineered and protected with RESILIENCE TX will be free from latent defects in manufacturing insofar as the product will perform to the certified performance test results for abrasion, pilling, seam slippage and lightfastness for a period of two years from the original date of shipment from the manufacturer, provided that the product is used in the manner and under the conditions for which it was designed.

Limitations on liability:

1. The manufacturer requires that a written claim, photographs of issue and a sample of the material in question be sent within thirty (30) days of discovery for inspection. A representative of the manufacturer will confirm the defect in writing.
2. This warranty shall not apply if the product:
 - has been post-treated by the purchaser or any third party (such as, but not limited to, stain or F/R treatments, etc.)
 - has not been upholstered in accordance to industry standards.
 - defect is attributable in any way to the manner in which it was installed, maintained or repaired by purchaser or any third party which may result in excess stress on all or part of the product.
 - has not been maintained in accordance with the manufacturer's cleaning guide.
 - has been intentionally damaged by purchaser or any third party, such as (but not limited to) tearing or puncturing.
 - has been mishandled in any way, or exposed to external contaminants or unsuitable cleaners by purchaser or any third party.
3. During year one of this warranty the manufacturer will offer replacement product and additional support for labor not to exceed \$20/yd. for the amount of replacement yardage required in the form of a credit memo. During year two of this warranty the manufacturer will supply replacement product but will not be responsible for labor or other costs associated with the defect. The manufacturer shall not be liable for any special, incidental, consequential, lost profits or punitive damages resulting from the use of the product or violation of this warranty.