



LUXMAX  
LUXURY CARPET  
WITH MAXIMUM PROTECTION

## CARPET WARRANTY BROCHURE

*Please check your sample to confirm what warranties apply*

**Southwind Building Products is proud to provide products made here in the USA.**

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This brochure will explain warranty coverage and what you can expect from your recently installed carpet. The warranty is covered in detail as well as what is required from you, the homeowner. All information is based on the most recent information available. If you receive a printed copy of this warranty, please refer to our website [www.southwindbp.com](http://www.southwindbp.com) to ensure you have the most up to date version of your warranty.

**Please keep a copy of this warranty with the following important documents and resources:**

- **Original invoice / sales receipt**
- **Professional cleaning receipts and information**
- **Copy of the sample label or sample information**
- **A 2' x 2' uninstalled sample of your carpet**
- **Padding information**
- **Installer's name and certification information**
- **If rubber backed carpet/attached pad carpet, what adhesives and tapes were used**

The documentation will provide critical information needed in the unlikely event of a claim. The uninstalled sample is recommended in the case of a repair or testing during a claim.

Thank you for choosing Southwind Building Products and for allowing us to fulfill your flooring needs.

### **What is normal and acceptable with a new carpet? What is not?**

- Footprints and vacuum cleaner tracks will show on cut-pile carpets and some loop products. These "traffic marks" are not covered in any warranty and are considered normal.
- Over time, carpets in traffic areas may look different than the surrounding area. This is normal. As carpet receives traffic, the piles of the carpet reflect lighting differently. This reflection may cause the carpet to look darker or lighter than the surrounding area. High traffic areas gather soil faster than non-traffic areas and can lead to a carpet looking darker or "worn". Regular maintenance and walk-off mats can help reduce the effects of traffic on a carpet.
- Odor: All new carpets have a "new carpet smell". Padding also has a smell. Odor and smell are not covered by a Southwind warranty.
- Backing skew. The secondary backing may run a slight bow and skew. Installers must NEVER make their seam cuts using the backing as a guide. Doing this voids all warranties. Raw or manufacturing edges cannot be used. Installers must use fresh cut edges for seams following CRI installation guidelines.
- All carpets must be inspected for visible defects/damages/shortages before installing. Failure to do so releases Southwind from any shortage, damage claims.
- It is not possible for insects to populate a roll of carpet. It is not possible for new carpeting to sustain life. Insects need food and water, and neither are found in uninstalled carpeting. All insect claims will be denied.
- The use of beater bars or spinning brushes on loop carpets is prohibited. The use of a beater bar or spinning brushes on any carpet containing loops will possibly cause damage to the carpet. Any damage caused by vacuum cleaners is not covered by Southwind.
- Southwind warranties do not cover indentions made by furniture or stationary equipment. These items will leave indentions in the carpeting. Use mats, casters, and furniture coasters to help distribute the weight of the items to minimize the severity of the indentions. Indentions are not considered a manufacturing defect.

Carpet is a textile and it must be professionally cleaned every 12-18 months by a certified hot-water extraction professional. This professional must be certified through the Carpet and Rug Institute.

## General Warranty Information

To protect your warranty coverage specified in the terms of these warranties, you must do the following:

1. **Have proof of purchase:** You must have a valid invoice and/or sales receipt showing you purchased the carpet.
2. **Know which warranties apply to your carpet:** Each style has a unique set of warranty listed on the main sample or sample board. Some products have numerous warranties. It is important that you know what your carpet is warranted for. See store sample for details.
3. **All carpet padding must meet the specifications set by Southwind:** Padding is one of the most critical components to your carpet's long-term performance. Padding is the support system that allows your carpet to retain its texture and appearance. Carpet cushion that is too soft or too hard will cause the carpet to fail. Padding that is too thick will inhibit the carpet from being anchored properly. Padding that is too thin may lead to severe crushing and/or matting.

*Unless otherwise stated, Southwind requires all carpeting to be installed indoors over specified pad and installed using proper installation procedures. Failure to fulfill any of the requirements will void all warranties. Rugs and stairs are not covered under any warranty.*

**MINIMUM WARRANTY REQUIREMENTS FOR CUSHION:** Cushion must meet FHA/HUD requirements and must follow the Carpet and Rug Institute (CRI) Installation Standard effective 2015. All installation must be done with new padding. Any exceptions must be approved by Southwind.

Southwind recommends that a cushion with no more than 7/16-inch thickness and no less than 3/8-inch thickness, with 6 pounds per cubic foot of density, or equivalent be installed under your new carpet. Berber style carpets require a cushion with 3/8-inch thickness and 8 pounds per cubic foot of density, or equivalent.

4. Having your carpet installed by a certified professional installer is highly recommended: Your carpet warranty is only valid if the carpet is installed by the methods described by CRI (Carpet and Rug Institute) 104/105. The installation procedures and requirements explained in the Carpet and Rug Institute Carpet Installation Standards must be followed. All warranties will become null and void if carpets are not installed properly.

Carpets that are not installed correctly are subject to delamination, wrinkling, buckling, matting, loss tufts, raveling, and overall texture failure. Carpets that are not installed properly will not perform equal as carpets that are installed correctly. It is crucial to the overall performance of your carpet that the installers follow the proper guidelines. Carpets installed with use of a Stinger instead of a power-stretcher will void all warranties. Stingers permanently damage the carpet and are not acceptable. Before the carpet is installed it is recommended that the carpet sits unrolled overnight in an area where the temperature is no less than 65°F. Allowing the carpet to acclimate will make the carpet more pliable and easier to install. It is normal for the carpet to have a "new carpet smell" and is not harmful and should be expected. Independent testing has found that there are no harmful emissions linked to carpet.

If your room dimensions require a seam, it is advisable to place the seam perpendicular to windows and large doors to minimize light reflecting off the seam. ALL SEAMS MUST BE SEALED WITH AN APPROVED SEAM SEALER. ALL SEAMS CAN BE VISIBLE, THIS IS NOT A DEFECT.

All carpets must be inspected and measured before they are cut for installation. Claims will be denied on shortages and appearance issue if the carpet has been cut. It is the responsibility of the retailer and installer to assure the carpet has been measured and inspected before installing.

5. **Carpet must be maintained in accordance with Southwind requirements:** Please refer to the section in this warranty labeled "Caring for Your Carpet". It is required that your carpet be professionally cleaned at a minimum of every 12-18 months. Professionally cleaned means a cleaning by hot water

extraction. All professional cleanings must be performed by a professional that has obtained the certification through the CRI (Carpet and Rug Institute) or IICRC (Institute of Inspection Cleaning and Restoration). You can obtain a full list of certified cleaners in your area by visiting [www.carpet-rug.org](http://www.carpet-rug.org) or [www.iicrc.org](http://www.iicrc.org). Please keep all cleaning invoices and documentation with your other important carpet documents. Do not use over the counter carpet cleaners on your carpet. These cleaners will leave a soap residue in your carpet fibers causing the carpet to become soiled faster. Use of these products can result in damage to your carpet's backing and the padding.

6. **Select a vacuum approved by The Carpet and Rug Institute.** For a list of certified vacuums visit the CRI (Carpet & Rug Institute) at <https://www.carpet-rug.org/certified-vacuums.html>.

*All Southwind warranties outlined in this brochure may not apply to all products manufactured by Southwind Building Products. The specific warranty coverage is located on the carpetsample. Any questions related to the product and its warranties should be directed to the retailer.*

## **Performance Warranty Details**

**The following outlines warranty conditions and homeowner requirements. Please read the "Exclusion" portion of this warranty brochure and the disclaimer and limited liability discussed. The following are warranties provided by Southwind Building Products.**

### **Limited Stain Resistance Warranty**

(Please consult your carpet's information to determine if this warranty is applicable to your purchase.)

*No Carpet is Stain Proof.* Southwind warrants that surface pile of your carpet will remain stain resistant to most household beverage and food substances for the specified warranty period in an owner-occupied residence in a proper indoor installation for as long as you own your carpet.

#### **Exclusions**

Stains from substances such as bleaches, medications, acne medications, acids, caustic chemicals, insecticides, paints, plant food, iodine, rust, dyes, waxes, feces, vomit, urine, body fluids, cleaning and polishing products and their ability to remove color. Any carpet exposed to very hot substances or other abusive conditions. Shoe polish, cosmetics, drain cleaners, candles, carpet deodorizers, oil-based substances, air fresheners, disinfectants, animal foods, blood, vinyl and tile cleaners/polishes, any matter that contains natural dyes and/or the ability to remove color.

Always treat a spot as soon as it is discovered. The longer a spot is allowed to remain, the more difficult it becomes to remove and could result in a permanent stain.

### **Limited Soil Resistance Warranty**

(Please consult your carpet's information to determine if this warranty is applicable to your purchase.)

Southwind warrants that your carpet will resist soiling by most common household soil. If you properly maintain your carpet, soil will clean up more thoroughly, and less residue will remain on your carpet. This warranty coverage runs from the date your carpet is installed for as long as you own it.

Soil resistance means the ability of your carpet to resist (i.e., minimize or withstand) retention of the common dry dirt normally associated with carpet. Keep in mind, light-colored carpets will show soiling more than darker colors and will require more frequent maintenance to retain their appearance.

These warranties also specifically exclude: any carpet which has been treated after installation with any silicone-based anti-soil treatments; any carpet in any nonresidential use; any carpet subjected to abnormal abuse; any carpet exposed to very hot substances or other abusive conditions; damage due to the application of improper cleaning agents; deterioration in appearance not related to staining of pile fibers. Failure to follow recommended carpet care and cleaning instructions described in this booklet may result in damage to your carpet that will not be covered by your warranty.

Proper cleaning is essential in reducing the level of soiling in your carpet. Carpets must be vacuumed and professional cleaned on a regular basis to reduce soiling levels. All carpets respond to soiling differently. Cleaning of the affected area should begin immediately upon discovery. The more time that elapses before removal, the more difficult a stain will be to remove.

*Please refer to the "Caring for Your Carpet" section for cleaning tips and helpful resources.*

## **Anti-Static Warranty**

(Please consult your carpet's information to determine if this warranty is applicable to your purchase.)

Southwind warrants that the carpet purchased will not generate static greater than 5.0 kilovolts (a level not detectable by most people), within the specified warranty period. Always refer to the carpet sample to determine the warranty coverage or ask your retailer for more information regarding the warranty on a specific product. There are limitations to this warranty, and they can be found under the General Terms and Warranty Exclusions section of this brochure.

## **Limited Abrasive Wear Warranty**

(Please consult your carpet's information to determine if this warranty is applicable to your purchase.)

Southwind warrants that the surface pile of this carpet will not sustain more than 10% abrasive wear as the result of normal foot traffic and use, within the specified warranty period, from the original date of installation.

Abrasive wear means fiber-loss from the carpet through normal abrasion, not from crushing or flattening of the carpet pile in any area, or from staining, soiling, fading or other changes in carpet appearance. It is the responsibility of the purchaser and the flooring subcontractor to determine the correct carpet for the desired application. There are limitations to this warranty, and they can be found under the General Terms and Warranty Exclusions section of this brochure.

## **Exclusions**

The Limited Abrasive Wear Warranty excludes wrinkling, buckling, matting, crushing, traffic patterns, pooling or any change in appearance or pile retention. These are not manufacturing defects but are maintenance related issues. Snags and pulling of loops in carpet are not considered a defect and are not covered in this warranty. See "General Terms, Limitations, and Warranty Exclusions" for a full list of exclusions.

## **Limited Texture Retention Warranty**

(Please consult your carpet's information to determine if this warranty is applicable to your purchase.)

Southwind warrants that the carpet purchased, if installed over recommended carpet cushion and properly maintained, will not show abnormal changes in appearance from foot traffic and normal use as a result of yarn tufts losing twist within the specified warranty period. "Texture retention" is the ability of the carpet tufts to retain their visible shape, as measured by the degree of bursting, opening, or untwisting of the tufts at the surface of the carpet.

Texture retention is measured against standardized rating scales ranging from 5.0 (new or no change) to 1.0 (severe change), ISO Standard 9405-1990. To perform as warranted, this carpet must retain a texture rating of at least 2.5 under warranted conditions. If, within the warranty period, a texture rating of less than 2.5 occurs under warranted conditions, Southwind will handle such claims as stated in the "Limited Liability" section of this warranty booklet. It is the responsibility of the purchaser and the flooring subcontractor to determine the correct carpet and cushion for the desired application.

## **Exclusions**

The Texture Retention Warranty excludes footprints, wrinkling, buckling, matting, crushing, pooling, or any change in appearance or pile retention. These are not manufacturing defects but are maintenance related issues. Snags and pulling of loops in carpet are not considered a defect and are not covered in this warranty. See "General Terms, Limitations, and Warranty Exclusions" for a full list of exclusions.

## Limited Fade Resistance Warranty

(Please consult your carpet's information to determine if this warranty is applicable to your purchase.)

Southwind warrants that the carpet purchased will not fade from sunlight, resulting in a noticeable color change more than one unit on the AATCC Grey Scale under normal use for the warrant period specified on the product sample. Homeowners must use proper protection in window treatments (such as but not limited to); curtains, blinds, shades, shutters, etc. to ensure that the carpet is not overexposed to direct sunlight.

### Exclusions

The Fade Resistance Warranty excludes yellowing or oxidization of carpeting, pooling, watermarking, filtration, or color change due to improper maintenance. See "General Terms, Limitations and Warranty Exclusions" for a full list of exclusions.

## Limited Pet Urine Stain Warranty

(Please consult your carpet's information to determine if this warranty is applicable to your purchase.)

Southwind warrants that your carpet will resist staining caused by pet urine stains. Stain resistance means the ability of your carpet pile to resist (i.e., minimize or withstand) permanent stains for the life of the warranty.

### Exclusions

This warranty excludes any urine stain other than pet. Pet feces and vomit are excluded. Odor resulting from the covered pet urine stain is excluded. Wicking may occur requiring the pet urine area to be cleaned more than once. If the above-mentioned stains are saturated and result in wicking, these stains will release with additional re-cleaning. Wicking is defined as a reappearance of previously cleaned stains due to liquid remaining in carpet backing or padding.

Cleaning of the affected area should begin immediately upon discovery. The more time that elapses before removal, the more difficult a stain will be to remove.

**PLEASE NOTE: NO CARPET IS ABSOLUTELY STAIN PROOF.** While your carpet is inherently stain resistant, some staining may still occur; especially over time and in high-traffic areas. These carpets will enhance your ability to clean up stains, not prevent stains. Depending on the type of substance causing the stain, removal may require substantial repeated cleanings, and some stains may not be removable. Southwind may, at its sole option, elect to have the affected area of the carpet cleaned professionally.

Product Specifications are derived from averages, resulting from normal manufacturing tolerances in yarn, fiber, temperature, humidity, and color and may vary within normal industry tolerances. Specifications are subject to change. Performance is not affected.

## General Terms, Limitations and Warranty Exclusions

All warranties outlined in this brochure may not apply to all products manufactured by Southwind. The specific warranty coverage for your carpet is located on the carpet sample. Any questions related to the product and its warranties should be directed to the retailer.

Southwind warranties apply only to carpet installed in owner-occupied, single family, residential housing. Southwind does not warranty carpets used in rug applications, unless otherwise stated. Carpets cannot be uninstalled and reinstalled. This will void the warranty.

Commercial installations will void all warranties.

Southwind warranties cover first quality material only. Carpets sold as seconds, used, mill ends, and/or irregulars are void of all warranty coverage.

Warranties are extended only to the original purchaser/installation and are not transferable unless otherwise stated.

- Southwind warranties do not cover fuzzing and/or shedding, pooling, watermarking, crushing, matting, traffic patterns, noise associated over paddings with moisture blocking warranties, footprints, vacuum marks, pet damage, acts of nature, certain stains, installer errors, or general maintenance related issues.

Abrasive wear means fiber-loss from the carpet through abrasion resulting from normal foot traffic. Abrasive wear is the fiber pile loss of 10% or greater. The Limited Abrasive Wear Warranty is in effect only if the carpet has been installed over cushion meeting standards set forth in this brochure and has been properly maintained according to the guidelines listed in the Caring for Your Carpet section of this brochure.

The Fade Resistance Limited Warranty will use the AATCC Gray Scale for standardized comparisons of color differences (American Association of Textile Chemist and Colorist) to measure the level of any color change.

The Stain Resistance Limited Warranty does not include general soiling, stains from foods and beverages that contain strong colored natural dyes. Example of other stains that are not covered under the warranty include, but are not limited to shoe polish, cosmetics, paint, acids, bleaches, acne medication, drain cleaners, plant foods, candles, carpet deodorizers, air fresheners, disinfectants, animal foods, urine, fecal matter, vomit, blood, body fluids, and any matter that contains natural dyes and/or the ability to remove color.

The Texture Retention Limited Warranty is in effect only if the carpet has been installed over cushion meeting standards set forth in this brochure and has been properly maintained according to the guidelines listed in the Caring for Your Carpet section of this brochure, owners must provide proof of professional carpet cleaning every 12 - 18 months. All carpets must be installed over new padding. Any exceptions must be approved by Southwind.

### **PRORATION OF SOUTHWIND WARRANTIES\***

*\*Proration means the warranty protection reduces over time.*

#### LIFETIME WARRANTY

|                       |      |                       |     |
|-----------------------|------|-----------------------|-----|
| 1 <sup>st</sup> Year  | 100% | 11 <sup>th</sup> Year | 90% |
| 2 <sup>nd</sup> Year  | 100% | 12 <sup>th</sup> Year | 80% |
| 3 <sup>rd</sup> Year  | 100% | 13 <sup>th</sup> Year | 70% |
| 4 <sup>th</sup> Year  | 100% | 14 <sup>th</sup> Year | 60% |
| 5 <sup>th</sup> Year  | 100% | 15 <sup>th</sup> year | 50% |
| 6 <sup>th</sup> Year  | 100% | 16 <sup>th</sup> Year | 45% |
| 7 <sup>th</sup> Year  | 100% | 17 <sup>th</sup> year | 40% |
| 8 <sup>th</sup> Year  | 100% | 18 <sup>th</sup> Year | 30% |
| 9 <sup>th</sup> Year  | 100% | 19 <sup>th</sup> Year | 20% |
| 10 <sup>th</sup> Year | 100% | 20 + Years            | 10% |

#### 25 Year Warranty

|                       |      |  |     |
|-----------------------|------|--|-----|
| 1 <sup>st</sup> Year  | 100% | 11 <sup>th</sup> Year                    | 70% |
| 2 <sup>nd</sup> Year  | 100% | 12 <sup>th</sup> Year                    | 65% |
| 3 <sup>rd</sup> Year  | 100% | 13 <sup>th</sup> Year                    | 50% |
| 4 <sup>th</sup> Year  | 100% | 14 <sup>th</sup> Year                    | 40% |
| 5 <sup>th</sup> Year  | 100% | 15 <sup>th</sup> year                    | 30% |
| 6 <sup>th</sup> Year  | 90%  | 16 <sup>th</sup> Year                    | 20% |
| 7 <sup>th</sup> Year  | 80%  | 17 <sup>th</sup> year                    | 10% |
| 8 <sup>th</sup> Year  | 85%  | 18 <sup>th</sup> Year                    | 10% |
| 9 <sup>th</sup> Year  | 80%  | 19 <sup>th</sup> Year                    | 10% |
| 10 <sup>th</sup> Year | 75%  | 20 <sup>th</sup> - 25 <sup>th</sup> Year | 5%  |

### 20 Year Warranty

|                       |      |                       |     |
|-----------------------|------|-----------------------|-----|
| 1 <sup>st</sup> Year  | 100% | 11 <sup>th</sup> Year | 60% |
| 2 <sup>nd</sup> Year  | 100% | 12 <sup>th</sup> Year | 50% |
| 3 <sup>rd</sup> Year  | 100% | 13 <sup>th</sup> Year | 40% |
| 4 <sup>th</sup> Year  | 100% | 14 <sup>th</sup> Year | 30% |
| 5 <sup>th</sup> Year  | 100% | 15 <sup>th</sup> year | 20% |
| 6 <sup>th</sup> Year  | 85%  | 16 <sup>th</sup> Year | 10% |
| 7 <sup>th</sup> Year  | 80%  | 17 <sup>th</sup> year | 5%  |
| 8 <sup>th</sup> Year  | 75%  | 18 <sup>th</sup> Year | 5%  |
| 9 <sup>th</sup> Year  | 70%  | 19 <sup>th</sup> Year | 5%  |
| 10 <sup>th</sup> Year | 65%  | 20 <sup>th</sup> Year | 5%  |

### 10 Year Warranty

|                       |      |  |  |
|-----------------------|------|--|--|
| 1 <sup>st</sup> Year  | 100% |  |  |
| 2 <sup>nd</sup> Year  | 100% |  |  |
| 3 <sup>rd</sup> Year  | 80%  |  |  |
| 4 <sup>th</sup> Year  | 70%  |  |  |
| 5 <sup>th</sup> Year  | 60%  |  |  |
| 6 <sup>th</sup> Year  | 50%  |  |  |
| 7 <sup>th</sup> Year  | 30%  |  |  |
| 8 <sup>th</sup> Year  | 20%  |  |  |
| 9 <sup>th</sup> Year  | 10%  |  |  |
| 10 <sup>th</sup> Year | 10%  |  |  |

## Limitations for all Luxmax Luxury Carpet

### Improper Installation

Southwind is not responsible for damages to carpet caused by improper installation. To be eligible for Southwind Warranties, all carpet must be installed according to the Carpet and Rug Institutes Installation Standard CRI-105. Examples of improper installation are but not limited to side match due to peaked seams, fraying seams due to improper seam sealer application, and wrinkling due to improper stretching.

### Improper Maintenance and Inadequate Care

Southwind warranties do not cover damage and carpet failure caused by improper maintenance and inadequate care, which could void all or part of the warranty. Please follow the recommendations outlined in the Caring for Your Carpet section of this brochure.

### Accidents, Abuse, or Abnormal Wear

Southwind warranties do not cover damage resulting from accidents, abuse, abnormal wear, and/or acts of nature. Examples include but are not limited to fire, tears, pulls, snags, water damage, burns, melted areas, vacuum cleaner damage, medical equipment, wheelchairs, walkers, exercise equipment, and pet damage. Damage caused by staining and soiling is also excluded. However, products labeled by Southwind with a Soil or Stain Resistance Warranty are candidates for these types of warranties.

### Indoor Pets

Southwind warranties do not cover damage and carpet failure caused by pets and/or animals. Pets can chew, claw, and tear your carpet. Pet accidents can cause delamination and odor issues and are not covered under any warranty.

### Carpet on Stairs, In Bathrooms, In Kitchens, or Outdoors

Carpets installed on stairs, in bathrooms and in kitchens are not covered under any warranty offered by Southwind. Areas included in this exclusion are stairs, stair landings, bathrooms, kitchens, utility rooms, outdoor areas, or any area subject to other than ordinary foot traffic and use.

### **Pad Failure**

Southwind warranties do not cover damages and/defects caused by carpet pad/cushion failure, noise associated over padding with moisture blocking warranties, or carpets installed over existing pad.

### **Moisture Problem**

Southwind warranties do not cover damage or defects caused by wetting, flooding, leaks, humidity or presence of moisture.

### **Area Rugs**

Southwind warranties do not cover area rugs or carpeting made into rugs. All carpets must be installed indoors and using the stretch-in method over padding.

### **Allergies and Asthma**

Scientific evidence does not show a link between allergies and carpet, see [www.carpet-rug.org](http://www.carpet-rug.org) for data. It is the consumers' responsibility to know what fibers and materials they are allergic to. Allergy and/or asthma related issues are not covered by a Southwind warranty.

### **Changes in Carpet Color**

Southwind warranties do not cover changes in carpet resulting from external causes, such as fading due to sunlight, ozone, pooling/watermarking or spills of household chemicals and other non-food and non-beverage substances. This limitation may not apply on products specified by all carpets labeled with a Stain and/or Fade Warranty.

### **Differences from Sample**

Southwind Floor for Life carpet warranties do not cover minor and normal differences in color or texture between the samples used to make the selection and the actual product received. Carpet colors can have a shade variance up to 10% and does not warrant a claim.

### **Replacement of Discontinued Carpet**

In the event that a Southwind Luxmax Luxury carpet has been discontinued and replacement of the product deemed necessary under the terms of your carpet warranty, Southwind will replace the carpet with one of comparable quality.

### **Geographic Locale**

These warranties are valid only in the United States, Canada, Australia, and New Zealand.

### **Incidental or Consequential Damages**

Southwind excludes and refuses to pay incidental or consequential damages under these warranties. These damages would include but are not limited to any loss, expenses, or damages other than to the carpet itself that may be the result of a defect in the carpet. Some states do not allow the limitation or exclusion of incidental or consequential damages, so these limitations may not apply. All charges, fees, and claims should be submitted to the Southwind Claims Department for review.

The warranties offered by Southwind give specific legal rights, and may have other rights, which may or may not vary from state to state.

## **Southwind Limited Liability**

Southwind liability under the limited warranties will be limited to the actual cost of the carpet or cost of the repair or replacement of the affected area of the carpet extending to the nearest structure (i.e., wall, door, or separation). Southwind reserves the rights to correct any defect prior to the carpet being replaced and/or

removed. If a replacement is needed, we will arrange credit to the installing flooring subcontractor as a percentage of the replacement cost of new carpet according to the terms defined under the warranty coverage. Southwind reserves the right to Repair, Replace, or Refund depending on what we consider complies with the terms of specified warranty.

### **Disclaimer of Implied Warranties**

THERE ARE NO IMPLIED WARRANTIES ASSOCIATED WITH CARPETS MANUFACTURED BY SOUTHWIND. THIS INCLUDES WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A DESIGNATED PURPOSE; NOTHING GOES BEYOND THE EXPRESSED TERMS OF COVERAGE OF THE WARRANTIES ESTABLISHED BY SOUTHWIND. Implied warranties are warranties, which the law presumes have been given by the seller even though there are no warranties in writing outlining such warranties. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply.

### **Carpet Cushion Requirements**

Carpet Cushion is one of the most important components in the installation of your new carpet. Carpet cushion is the foundation that helps carpeting maintain its texture and appearance and is a crucial element in the performance of your carpet. If a cushion is too soft, it will adversely affect the performance of the carpet. A cushion that is too thick prevents the carpet from being anchored properly. You must use a cushion recommended and within the specifications for your Southwind warranties to be valid. The recommended cushions include any meeting FHA minimum requirements. All installation must be done with new padding. Any exceptions must be approved by Southwind. Southwind recommends that a cushion with no more than 7/16-inch thickness and no less than 3/8-inch thickness, with 6 pounds per cubic foot of density, or equivalent be installed under your new carpet. Berber style carpets require a cushion with 3/8-inch thickness and 8 pounds per cubic foot of density, or equivalent.

### **Homeowners Responsibilities and Obligations under Southwind Warranties**

To keep your new carpet performing and looking acceptable, homeowners must do the following to maintain and protect the validity of Luxmax Luxury carpet warranties.

1. Maintain a record of the carpet styles(s) purchased, the date of purchase, all applicable invoices(s), and all warranties that apply to that carpet(s).
2. Carpet must be installed in accordance with the guidelines published in the Carpet and Rug Installation Standard CRI-105.
3. Carpet must be maintained in accordance with the recommendations found in the Caring for Your Carpet section of this brochure.
4. Homeowner must provide proof of periodic cleaning by a certified professional cleaning service. A minimum of one professional cleaning every 12-18 months is required.

### **How Do I File a Claim?**

If you believe your carpet has an issue that requires the filing of a claim, please see the retailer from whom you purchased the carpet. All claims must be addressed through the retailer and all communications will be through them. You may be asked to provide physical evidence, visual evidence, or allow a certified representative to perform an inspection, cleaning, and/or repair in your residence. Southwind reserves the right to inspect, repair and/or maintain a warranted carpet before offering a replacement.

### **Caring for Your Carpet**

Southwind requires that your carpet be routinely cleaned and maintained to keep your Southwind warranties valid. Regular maintenance and care will help the carpet maintain its appearance over time. The recommendations in this section are in accordance with guidelines required to maintain the coverage of the limited warranties and will help prolong the life of the carpet.

## Preventative Maintenance

1. Place mats and runners at all entrances of the home and on any uncarpeted areas that are adjacent to the carpet will reduce soil and moisture in traffic areas. Mats and runners should be vacuumed and cleaned on a regular schedule. Place protective mats under office chairs around desks and computer areas.
2. Furniture coasters must be used on all furniture fixtures. Coasters help distribute the weight of heavy items over a wider surface area protecting the fibers of the carpet. Furniture with wheels must have coasters under their wheels to keep them from damaging the carpet. Always put a barrier between anything with wheels and the surface of the carpet when moving these items across the carpet.
3. Always close blinds, curtains, and drapes during hours of direct sunlight.
4. Never use bleaches, tile cleaners, dyes, mildew removers, oven cleaners, acids, drain openers, oils and lubricants, and plant foods on or near your carpet. Always use extreme care when carrying items that can discolor or destroy the carpet fibers. See "General Terms, Limitations and Warranty Exclusions" for a full list of exclusions.

## Vacuum Regularly

1. Dirt and dust can add up over time and form hard and large deposits. Heavily soiled areas can become damaged if the carpet is not vacuumed on a routine basis. Regular vacuuming can prolong the life of your carpet and will enhance the overall appearance. Most soiling in carpets occur in the form small hard and/or solid particles that can cause the carpet to look dull, dirty, and feel abrasive to the touch if it is not properly maintained.
2. All carpets need to be vacuumed a minimum of twice a week. If the residence has more traffic, occupants, and/or animals than normal, it should be vacuumed daily. Carpet needs to be vacuumed in all four directions to help stand the pile upright and to help prevent matting.
3. Use a vacuum with a rotating brush on standard cut pile carpets. Carpets with high piles, loops, and cut loop carpet should be vacuumed with suction only. Carpets with loops may fuzz or pull free if a rotating brush is used.
4. Select a vacuum with the following options:
  - Adjustable Heights - Use the highest appropriate setting.
  - Adjustable Motor Speed - Use low to medium setting where appropriate.
  - Large Wheels - Easy control of vacuum and ability to glide easily across surface of carpet is important.
  - Beater Bar / Brush Control - Ability to turn beater bar or brush motor on/Off. This will allow you to use suction only when vacuuming loop carpets.
  - **Select a vacuum approved by The Carpet and Rug Institute.** For a list of certified vacuums visit the CRI (Carpet & Rug Institute) at <https://www.carpet-rug.org/certified-vacuums.html>.

## Stain Removal

1. Always treat a spot as soon as it is discovered. The longer a spot is allowed to remain, the more difficult it becomes to remove and could result in a permanent stain.
2. Always scrape food spills gently from the surface of the carpet with a spoon or dull knife. Never rub the food or press it down into the carpet. This action will cause the food to become embedded into the fibers and reduce the chances of a successful cleaning.
3. Work from the outer edge of the spot towards the center to avoid the spot from spreading. Blot and pat gently, never rub or scrub; this may distort the carpet fibers. Always use a white cloth towel when working with spots.
4. When using a mild detergent, use a clear, non-bleach laundry detergent. Do not use color or cloudy detergents; they can leave a sticky residue that will cause severe soiling. Use only ¼ teaspoon of detergent to 32 ounces of water. Follow detergent's cleaning with clear water rinsing. Repeat this step until all the detergents residue is removed, and then blot dry as much as possible.
5. In most cases a spot can be removed by using warm water on the affected area and blotting dry with a towel. It may take several minutes, but water is the best solvent when working with most spots and soiling issues.
6. If the spot is large or has been sitting for a long period of time, please contact a certified carpet cleaning professional. Any stains caused by a natural dye, (wines, fruits, plants, etc.) contact a professional carpet cleaner immediately.

## **Cleaning Recommendations**

1. Regular vacuuming and maintenance will only remove a portion of the soil particles that are in the carpet. Foot traffic and other items cause some residue to become trapped deep in the carpet fibers. To help remove these particles and to keep your carpet maintained, we recommend professional hot water extraction every 12 - 18 months. Hot water extraction cleanings performed by a certified carpet care specialist, will keep your carpet looking acceptable and prolong its overall life.
2. While vacuuming is important to the life and health of your carpet, please **DO NOT USE** a beater bar or any type of spinning brush on carpeting with loops. Any carpet that has loops in the construction of the carpet must be maintained by using **SUCTION ONLY** vacuums. Beater bars spin and cause loops to pull free from the backing. Carpet damaged due to the use of vacuum is not covered by Southwind warranties.
3. High traffic areas and entrances to the home will collect dirt and show signs of soiling faster than other areas. These areas include doorways, traffic lanes, and areas in front of chairs, beds, and televisions. Areas around your home's central heat and air return units may show signs of soiling faster than other areas as well. Use walk-off mats in all entrance areas and flooring transition areas.
4. Fuzzing and shedding is a natural characteristic of some fiber types. This is not a defect and is common in products made with staple fibers. Shedding can be slight to moderate and occur for an extended period of time depending on traffic, maintenance, and application. Professional cleanings can help remove most of the fibers causing the shedding. Vacuuming three to five times a week will also help remove the excess fibers and reduce the amount of shedding.

## **QUALITY GUARANTEE (MANUFACTURING)**

Southwind warrants that our carpet will be free of defects in material and workmanship for two years, from the date of installation in an owner-occupied single-family residence when properly installed following the Carpet and Rug Institute Residential Installation Standard CRI-105 and maintained as described in the warranty brochure. This warranty applies to the original purchaser and is non-transferable. Credit for labor charges for appearance or related visible defects will not be considered.

**Exclusions:** Matting and crushing, or any change in appearance retention, fading associated with sunlight, chemicals, or environmental factors are not considered manufacturing defects and are therefore excluded from this warranty. Carpet installed on stairs, in bathrooms, in kitchens, any application other than its intended use as a wall-to-wall floor-covering or any carpet subjected to abuse (other than normal household foot traffic) is not covered by this warranty.

Product Specifications are derived from averages, resulting from normal manufacturing tolerances in yarn, fiber, temperature, humidity, and color and may vary within normal industry tolerances. Specifications are subject to change. Performance is not affected.

**Your investment in Luxmax Luxury carpet for your home is greatly appreciated.**

*If you have questions regarding your Southwind Luxmax Luxury carpet, please call our Tech Services Department at 1-800-272-2808*