



Claims Policy

- Southwind will not consider any warranty claim until the following has been determined.
- Dealers are responsible for checking all merchandise for correct style, color, dye lot, and any other visible defect before cutting and installing. No labor reimbursement will be considered when installed with visible defects.
- Before any claim is filed against the manufacturer's warranty, it must be determined by the distributor/dealer that the consumer has complied with the terms and conditions of their warranty.
- Claims for manufacturing defects will not be considered until an official claim is submitted and reported to Southwind.
- Once the material has been installed, it is necessary the claim is reviewed or inspected by Southwind claims dept. via sample, pictures, independent inspection.
- No claim will be considered by the manufacturer which arise as a result of improper installation or maintenance, (See CRI-105 – INSTALLATION STANDARD FOR TEXTILE FLOORCOVERING MATERIAL AND SPECIFIER'S GUIDE FOR CONTRACT CARPET INSTALLATION) (CRI – 104 COMMERCIAL CARPET) or (SOUTHWIND INSTALLATION GUIDELINES).
- The claims liability shall in no case exceed the actual dealer cost of the material in a complaint. This includes incurred costs involved due to delivery delays, replacement material, or extra handling.
- Claims will not be considered for side match of different dye lots in carpet as carpet color may differ slightly from dye lot to dye lot. Due to manufacturing procedures, patterns will periodically reveal elongation, bowing, and skewing. All these conditions are considered manageable with correct installation methods.
- Claims will not be considered for slight color or texture variation between merchandise shipped and their display samples.

- Luxury Vinyl Flooring with high level color variations require properly mix/shuffle of planks within multiple cartons to aid in grouping of colors and achieve a blended appearance. No claims will be considered. It is not possible to show all pattern repeats in display sample.
- Carpet pile crushing, shading, pooling, and soiling are not manufacturing defects and will not be considered as a basis for claims. Carpet claims for fuzzing and pilling will be subject to examination and testing.
- No claims will be honored for carpet installed on stairs, elevators, bathrooms, or kitchens. The mill reserves the right to service any manufacturing related condition.
- Material returned for manufacturing conditions will be accepted only when authorized by the Claims Department and subject to mill inspection. The manufacturer reserves the right to charge a restocking fee, plus freight to and from the destination for any product returned apart from manufacturing related conditions and/or as authorized by the mill.
- Installed material may be subject to a usage charge if found defective and replaced. See proration schedule that applies to your product warranty.
- Merchandise received in damaged condition, either visible or concealed, constitutes carrier responsibility and claims should be made with the carrier and not the manufacturer on collect shipments.
- Unauthorized deductions from remittances are not allowable and subject to chargeback and loss of terms on invoices involved.
- No claims for visible conditions will be entertained unless presented to the mill within one year of the invoice date unless covered by a specific warranty.
- Final disposition of all claims must be authorized by Southwind. Any adjustment made by anyone other than approved manufacturer's personnel is not binding upon the manufacturer.
- All flooring is manufactured for use as indoor floor covering unless rated for indoor/outdoor use. Luxury Vinyl Flooring is recommended for indoor use only. Southwind cannot assume any liability, real or implied, when products are installed on surfaces other than intended use.
- Claims will not be considered for material or products sold as second quality, irregular, mill end, or at a substantial discount from the list price.

See complete warranties, installation guidelines, care & maintenance available at <http://www.southwindbp.com>