

# MILLIKEN OUTDOOR COLLECTION LIMITED WARRANTY

We stand behind our outdoor fabrics with a 5-year limited warranty.

*These limited warranties are subject to the terms and conditions provided at the end of this document and only apply to outdoor upholstery fabric sold by Milliken & Company.*

## **Limited Warranty**

Milliken warrants the Milliken Outdoor Fabric becoming unserviceable due to loss of color, loss of strength, abrasion, and pilling from normal usage and exposure conditions including sunlight, mildew, and atmospheric chemicals when used for appropriate applications for a period of five years from the date of purchase of the fabric.

## **Terms and Conditions**

In rare situations where Milliken Outdoor Fabric does not meet the performance outlined above, Milliken will resolve the issue as follows for approved claims:

### **Within 5 years of customer purchase or installation date:**

Milliken will supply new equivalent outdoor fabric to replace the outdoor fabric that has become unserviceable. This is purchaser's sole and exclusive remedy for any and all losses or damages resulting from defective fabric.

The warranties provided herein are in lieu of any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. These warranties are subject to the limitations and exclusions set forth in these terms and conditions and in the individual warranty above.

This warranty does not cover normal care and cleaning; damage from misuse or abuse; improper installation; or costs associated with replacement of the fabric, including labor and installation, except as noted in the warranty. Milliken's liability is expressly limited to the warranty. Milliken reserves the right to require proof of purchase and inspect any fabric submitted for claim. Milliken is not responsible for any change or modification to the fabric which might occur after it leaves Milliken's premises, including, but not limited to the presence of chemicals or materials which were not specified as components of the fabric.

IN NO EVENT SHALL MILLIKEN BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES (WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THE PURCHASE OR USE OF THE FABRIC OR RESULTING FROM THE BREACH OF THESE LIMITED WARRANTIES. MILLIKEN'S MAXIMUM AGGREGATE LIABILITY UNDER THESE LIMITED WARRANTIES SHALL BE THE AMOUNT PURCHASER PAID FOR THE FABRIC.

## **OBLIGATIONS OF PURCHASER:**

1. Purchaser must submit notice of all claims under this warranty promptly upon the discovery of the alleged defect giving rise to the claim and within the warranty period.
2. Claims must be submitted in writing to [outdoorfabrics@milliken.com](mailto:outdoorfabrics@milliken.com).
3. For further information about Milliken warranties please contact your Milliken Sales Representative