# #BRIC+

CARE, MAINTENANCE, & WARRANTY







#### **CONGRATULATIONS**

By purchasing an EnVision® Nylon carpet from your local retailer, you have made a great decision. Throughout Canada and the United States, you receive quality products that are proudly crafted in the USA with love and special care. All warranties described in this brochure are only applicable to carpets made with EnVision® Nylon fiber by Fabrica.

## **WARRANTIES AT A GLANCE:**

Warranty	Fabrica
Coverage	EnVision® Nylon
Manufacturing Defects	2 years
ALL food stains, beverage stains, soil and anti-static	Lifetime prorated
Pet Stains	Lifetime pet urine, prorated
Texture Retention and Abrasive Wear	20 years prorated
Hallways and stairs coverage for all the above warranties	Not Covered

Notes: Warranties effective January 01, 2022. All warranties are transferable. \*Proration means % of cost during the warranty period for use of product; see proration table for details. Failing to steam clean your carpet a minimum of once every 18 months from the date of purchase voids all warranties. Cleaning & Maintenance tips: <a href="https://carpet-rug.org/carpet-forhomes/cleaning-and-maintenance/">https://carpet-rug.org/carpet-forhomes/cleaning-and-maintenance/</a>

#### **CARE & MAINTENANCE:**

Flooring is just like any other investment; it needs to be taken care of, maintained, and regularly serviced for the best experience and long life. For the best possible performance vacuum regularly and in heavy traffic areas more often. Maintaining warranty coverage IS THE CUSTOMER OBLIGATION and responsibility to do the following:

- Clean soiled areas and spills promptly so that spills do not soak into backing and create wicking.
- If the problem persists after do-it-yourself cleaning, then your carpet must be professionally cleaned (at your expense; maintenance costs are not reimbursed under any circumstances).
- If the issue is not resolved after professional cleaning, contact the Fabrica Customer CARE within 30 days of the professional cleaning to initiate a claim.
- To qualify for coverage under all limited warranties outlined in this warranty brochure, you must have had hot water
  extraction cleaning (aka steam cleaning) performed by a trained, qualified carpet care professional, at least as frequently
  as every 18 months from the date of your carpet purchase. Please save receipts for proof.
- FAILING TO HAVE YOUR CARPET PROFESSIONALLY CLEANED VOIDS ALL WARRANTY COVERAGES.
- To learn more about carpet care or to get cleaning tips on specific stains, please visit <a href="https://carpet-rug.org/carpet-forhomes/cleaning-and-maintenance/">https://carpet-rug.org/carpet-forhomes/cleaning-and-maintenance/</a>



## **DEFINITIONS:**

Carpet & Rug Institute (<u>Carpet-rug.org</u>), several other independent agencies and the flooring industry have established standards for various carpet performances. For the purpose of all warranties, the following definitions shall apply:

- For determining anti-static warranty claim, AATCC (American Association of Textile Chemists and Colorists, Research Triangle Park, NC) Test Method 134 shall apply. Per established standards, your carpet will not generate static greater than 5.0 kilovolts.
- 2. Minimum Carpet Cushion (aka padding) requirements:
  - a) Canada: Carpet must be installed over cushion that meets all the minimum parameters as per CGSB (4) Standard 20-GP-23M entitled "Standard for Cushion, Carpet, Flexible Polymeric Material." This standard sets minimum requirements for carpet cushion density (kg/m3), thickness (mm), and other physical characteristics, which determine performance. We recommend a minimum of 7/16 inch (1.11 CM) thickness and 8 lb. (3.628 kg.) weight.
  - b) The U.S.: Carpet must be installed over cushion that meets the HUD UM 72a, Class 1 standards. This certification sets minimum requirements for carpet cushion density (lbs./ft3), thickness (in.), weight (oz./sq. yd.), and other physical characteristics which determine performance. We recommend a minimum of 7/16 Inch thickness and 8 Lb. weight.
- 3. Texture Retention is defined as the fiber's ability to maintain its tufts. See the Carpet & Rug Institute Standard 20-GP23M and is measured by using an international standardized rating scale. Carpets made with EnVision® Nylon fibers have unique ability to retain their visible shape and not burst, bloom, open or lose their twist with normal household traffic. This warranty is limited to loss of texture from foot traffic, resulting in tufts bursting, blooming, opening, or losing their twist which cannot be corrected.
- **4. Abrasive Wear** of a carpet is defined as fiber loss due to abrasion. All EnVision® Nylon carpets are made with the utmost care and consequently shall not lose more than 10% of its face weight during the term of this warranty. Carpet & Rug Institute Standard 20-GP-23M defines the specifics of this warranty.
- 5. Lifetime is defined as the life of the carpet and as long as you own it. All these warranties are only applicable to owner occupied homes. Commercial properties, offices, rental homes, vacation homes and time-share homes are excluded from these warranties.
- **6. Transferability:** All warranties are transferable in the event you sell your home. You must provide cleaning proof as applicable before the new owner will receive warranty transfer letter from Fabrica.
- 7. **Professional cleaner:** For the purpose of warranty and claims, professional cleaner refers to a legitimate business, trained in the profession and has the truck mounted hot water extraction (aka steam cleaning) cleaning equipment in working condition.
- **8. Limited Warranties:** For the purpose of warranty and claims, "limited warranty" is limited to replacement of like kind carpet, per these warranty terms and conditions and no punitive or pain and suffering damages are warranted.
- **9. Warranty** is a legal and binding agreement: By purchasing the products covered under these warranties, you agree to all terms and conditions, maintenance listed in this guide. No verbal and or implied warranty is applicable.

If you have fulfilled all your maintenance obligations, Fabrica will repair and or replace the affected areas in compliance with and accordance to the above industry standards and definitions. If a reasonable repair is not possible, Fabrica will replace the affected area.



#### **GENERAL TERMS AND CONDITIONS:**

- All warranties are effective purchase date of January 01, 2024, and only the first quality carpet, which meets our construction and performance specifications, is covered under these limited warranties.
- These limited warranties apply to all EnVision® Nylon carpet products purchased in Canada and the USA and installed
  in the owner occupied space in an owner occupied residence. Commercial properties, offices, rental homes, timeshare
  dwellings, motorhomes (RVs), and houseboats are specifically excluded.
- All warranties are deemed null and void if the carpet is removed from the original place of installation.
- All warranty coverage is transferable to subsequent owner-occupiers only in owner occupied residences. The original homeowner must contact Fabrica Customer CARE to provide original receipts documenting the carpet purchase and proof that the carpet has been maintained every 18 months, using the hot water extraction cleaning method, since the original carpet purchase date. This documentation must be provided within sixty (60) days of the home sale. Fabrica will then provide the new homeowner with a written authorization transferring the remaining warranty coverage.
- These limited warranties exclude wicking. Wicking is a condition of stain reappearing after cleaning. It may be caused by
  poor cleaning, a spill having soaked down to the carpet backing by not removing it immediately, or by the type of cushion
  installed under the carpet.
- These limited warranties also exclude abnormal use or conditions, any type of abuse, vandalism, extreme pet conditions such as multiple pet stains in the same room or multiple areas in multiple rooms, or damage by smoke, fire, storm, flood, hurricane, wind, lightning, any other natural disasters, or any acts of God. "Commercial use" includes, but is not limited to use in a store, office, or other place of business. "Abnormal use or conditions" include, but are not limited to water damage from plumbing, storm or flood, damage from smoke or fire, damage from improper cleaning methods or materials, and from improper maintenance. These warranties do not cover problems caused by wetting or persistence of excessive moisture. "Abuse" is any use of the carpet that is unreasonable considering the normal and expected uses of a carpet in a residence.
- These limited warranties exclude damage resulting in tears, pulls, cuts, pilling, shredding, burns, cornrowing, fuzzing, matting, crushing, shading, fading, pile reversal. Improper installation or defective construction are also excluded. Damage caused by pets such as lingering odors, color change caused by pet vomit or feces, carpet loop or tuft snags and pulls or damage from extreme moisture are excluded.
- If Fabrica determines that your claim is covered under one or more of the limited warranties, at its sole option, Fabrica will determine to repair the affected area of your carpet, or, if repair cannot reasonably be made, will determine to replace the affected area of carpet.
- For wall-to-wall carpet, any repair or replacement under these limited warranties will be made by Fabrica and will be limited to the affected area of the carpet (and adjacent areas extending to the nearest wall, doorway or entrance). If replacement is necessary, the limited warranty may cover the removal and disposal of the original carpet and the cost and installation of the comparable replacement carpet based on what warranty is applicable. Labor costs are removal and disposal of your original EnVision® Nylon carpet and installation of the replacement carpet. Any other labor charges, costs for moving furniture, equipment or baseboards, costs associated with new carpet cushion or other charges are your responsibility and will not be paid by Fabrica.
- Replaced carpet will continue to have full coverage effective from the original date of purchase.
- If an identical carpet is not available, an EnVision® Nylon carpet of comparable quality and value must be selected.
   Comparability in carpet specifications is determined by Fabrica. If a less expensive carpet is chosen, the difference will not be refunded or applied to the claim to cover padding or furniture moving. Customer is responsible for all upgrade costs.
- If you qualify for replacement, you must reasonably cooperate with Fabrica in its efforts to fulfil its obligations under these limited warranties.
- Cash refunds are not offered or entertained under any circumstances.



# THE FOLLOWING APPLIES TO ALL OF THE WARRANTIES INCLUDED IN THIS BROCHURE:

LIMITATIONS: YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL EQUAL THE COST OF REPLACEMENT PRODUCT FOR THE PORTION OF THE CARPET THAT DOES NOT CONFORM TO THE WARRANTY AND LABOR COSTS FOR SUCH REPAIR, AS PROVIDED HEREIN. FABRICA SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR EXPENSES, OR FOR LOST OR PROSPECTIVE PROFITS, ARISING OUT OF THE PURCHASE OR USE OF THE ENVISION® NYLON CARPETS OR RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY. IN NO EVENT SHALL FABRICA'S CUMULATIVE LIABILITY EXCEED THE COST OF REPLACEMENT PRODUCT FOR THE PORTION OF THE CARPET THAT DOES NOT CONFORM TOTHE WARRANTY AND LABOR COSTS FOR SUCH REPAIR. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS BROCHURE. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

#### **NOTICE OF ARBITRATION AGREEMENT:**

All warranties, acceptance thereof and this agreement provides that BINDING ARBITRATION by American Arbitration Association (AAA) will resolve all disputes between you (customer) and Fabrica. By purchasing, the EnVision® Nylon products and accepting all warranties you specifically and unequivocally denounce your right to go to any court anywhere these products are sold. A NEUTRAL ARBITRATOR and NOT a judge or jury will determine rights of all parties. You may obtain copies of the rules, forms and instructions for initiating and conducting arbitration by contacting American Arbitration Association (AAA), Case Filing Services, 1101 Laurel Oak Road, Ste. 100 Voorhees, NJ 08043. Toll free number: 877-495-4185 / Fax number: 877-304-8457 - Email: casefiling@adr.org or www.adr.org

#### **FILING A CLAIM:**

If you have an issue with your carpet and believe that it is covered by one or more of the limited warranties outlined in this guide, you must file a claim by contacting Fabrica Customer CARE department. When you call, you will be asked to provide the following:

- An explanation of the carpet issue and what caused it, the location of the carpet issue, and in what other rooms the carpet is currently installed.
- When and where the carpet was purchased, including, store location, and the retailer's telephone number.
- The carpet style name and style number, type of cushion purchased.
- Square feet/yards purchased and proof of professional cleaning(s).
- Pictures of the area showing warranty issues.
- At its own discretion, Fabrica may request an independent third-party inspection.

If your carpet issue is determined to be covered by one of the limited warranties, you will be asked to provide the original sales receipt or other documentation acceptable to the Fabrica CARE team. Proof documents must include but not limited to, original purchase invoice, and installation of an EnVision® Nylon carpet and of carpet cushion that meets the requirements noted under the Texture Retention Limited Warranty. The documentation must include carpet name and style information. You must also provide all related professional cleaning receipts with service dates. **Please note that Fabrica will not reimburse you for the costs of your professional cleaning.** We reserve the right to request a small piece (6" X 6") of carpet and cushion.

#### TWO YEARS MANUFACTURING DEFECTS WARRANTY:

Fabrica warrants that all EnVision® Nylon first quality carpet products are inspected to be without any customary material or workmanship defects. If within two years any customary manufacturing defect is discovered, at its sole option and discretion, Fabrica shall repair the affected area of your carpet. If it is determined by Fabrica that carpet is beyond repair, Fabrica will replace the affected area of your carpet.



## LIFETIME STAIN RESISTANCE LIMITED WARRANTY (Pet urine; food & beverage stains):

For the Warranty Period stated, the surface pile of your EnVision® Nylon carpet will resist foods, beverages, and pet urine stains (caused by pets) that occur during normal residential use ("covered stains"). Coverage is subject to your compliance with the carpet care, cleaning obligations, including professional cleaning, stipulated herein. At its sole option, and discretion, Fabrica shall repair the affected area of your carpet containing the covered stain. If Fabrica determines that carpet is beyond repair, Fabrica will replace the affected area of your carpet.

No carpet is fully stain proof. Therefore, Fabrica does not extend warranty coverage to any of the substances or causes of damage identified below ("non-covered stains"). The following are examples of non-covered stains excluded from this limited warranty:

- Non-food and non-beverage stains caused by substances, including, but not limited to cosmetics, bleaches, inks, vomit, medications, blood, or feces, etc. (See lifetime pet vomit and feces limited warranty section.)
- Stains caused by substances that destroy or change the color of the carpet, including, for example, but not limited to, stains caused by dyes (such as hair, clothing, or food coloring), bleaches, acne medications, drain cleaners, and plant food or color changes due to fading.
- These warranties do not cover the reappearance of previously cleaned stains ("wicking"). Wicking occurs when stains that have been concealed in the carpet backing or cushion reappear during additional re-cleaning.

#### SOIL RESISTANCE LIMITED WARRANTY:

Over time, any carpet may change color due to the accumulation of dry soil from foot traffic. Fabrica warrants that for the stated Warranty Period, subject to your compliance with the recommended carpet care and cleaning procedures, your carpet will not have a "noticeable color change" due to deposits of dry soil because of foot traffic from normal, indoor household use. For warranty purposes, atmospheric soil (dust) is covered, mud from outside is not considered soil.

If, after following the recommended carpet care and cleaning procedures (including professional cleaning), Fabrica determines that the noticeable color change is covered under this limited warranty, at its sole option, Fabrica will repair the affected area of your carpet. If repair cannot reasonably be made, Fabrica will replace the affected area of your carpet.

Excluded from this limited warranty are the color changes from substances mentioned below:

Grease, mud, asphalt, tar, paints, ink, rust, blood, cement, materials that permanently destroy dyes or alter colors (such as hard surface cleaners, bleaches, acne medications, drain cleaners and plant food), urine, feces, vomit, matting, crushing, appearance or color changes due to burns, pets, tears, cuts, pulls, shading or pile reversal, snags, fading, furniture depressions or athletic equipment.

#### LIFETIME ANTI-STATIC LIMITED WARRANTY:

For the expected life of your carpet, it will not generate static greater than 5.0 kilovolts (using AATCC Test Method 134). If Fabrica determines that your carpet does not meet this anti-static limited warranty, Fabrica will repair your carpet. If a repair cannot be reasonably made, Fabrica will replace the affected area.



#### **TEXTURE RETENTION LIMITED WARRANTY:**

During the applicable Warranty Period, the surface pile of your carpet when installed over prescribed carpet cushion, meeting the standards described under definitions section herein, will not, under normal residential use, show a significant loss of carpet pile texture from the carpet tufts bursting, blooming, opening, or losing their twist.

If Fabrica determines that your carpet's texture rating is below the minimum standards for the reasons described above, Fabrica will, at its sole option, repair or replace the affected area of the carpet. This limited warranty specifically excludes damage from pets or such things as tears, pulls, cuts, pilling, burns, furniture coasters, athletic equipment, snags, vacuum marks, or heavy wheeled devices. Changes in appearance caused by matting, crushing, soiling, shading or pile reversal, cornrowing, fading, delamination and rippling or furniture depressions are also specifically excluded.

## ABRASIVE WEAR LIMITED WARRANTY:

YEAR	COST OF CARPET & LABOR COVERAGE
Year 1 to 5	100% cost of comparable carpet + customary labor
Year 6	90%
Year 7	80%
Year 8	70%
Year 9	60%
Year 10	50%
Year 11	40%
Year 12	30%
Year 13	20%
Year 14 and beyond	10%

During the applicable Warranty Period, your carpet will not incur Fiber Loss from Abrasive Wear by more than 10% of its face weight in any area as defined in definitions section. If Fabrica determines that your carpet has incurred Fiber Loss from Abrasive Wear, at its option, Fabrica will repair or replace the affected areas of your carpet.

## PRORATION OF CARPET AND LABOR:

For all warranties specified herein, below chart determines what Fabrica will pay for the cost of carpet and labor:

# **CONTACT INFORMATION:**

For warranty service or special assistance for carpet care and cleaning, please contact your Fabrica Customer CARE at Customer CARE at 1.714.850.6487 and email insidesales@fabrica.com. Hours of operation are 8 AM to 5 PM PST, Monday through Friday.

Fabrica Customer CARE 3201 South Susan Street Santa Ana, CA