



## Millenia™ XT - Outer Shell Fabric Warranty

TenCate Millenia XT is the toughest, most durable outer shell fabric available for structural firefighting turnout gear. Millenia XT retains strength and flexibility after thermal exposure. In fact, it is 250% stronger after thermal exposure than competitive outer shell fabrics.<sup>1</sup>

To back up our claims about this fabric's outstanding performance, TenCate is offering a five-year limited warranty against fabric holes and tears directly attributable to normal and fair wear in the structural firefighters' ordinary line of duty. TenCate will reimburse the cost of repairing such types of holes and tears in covered Millenia XT outer shell fabric for five years from the manufacture date of the garment.

### TenCate Millenia™ XT – Warranty Administration

In the event that turnout gear, constructed with Millenia XT outer shell fabric, needs repair and the requirements of the warranty are met, simply:

- Contact the garment manufacturer or an NFPA 1851 verified independent service provider (ISP) for repair (pre-approval may be necessary—see reverse side).
- The verified ISP or garment maker and TenCate will take care of the rest.

**It's that easy!**

1. When tested for tensile strength under laboratory conditions pursuant to ASTM D 5034.

All warranty claims are subject to review by TenCate. TenCate reserves the right to deny claim reimbursement if it is determined that the garment does not meet reimbursement requirements. Please see the reverse of this sheet for the scope, duration, limitations, exclusions, and other terms associated with this limited warranty.

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This Limited Warranty (“Limited Warranty”) constitutes Southern Mills, Inc. d/b/a TenCate Protective Fabrics, USA’s repair guarantee for TenCate Millenia™ XT fabric and is subject to the terms and conditions stated below: The warranty period is limited to 5 years from date of garment manufacture (the “Warranty Period”).

### Limited Warranty

If, during the Warranty Period, your Millenia™ XT fabric sustains a Covered Incident on an outer shell portion of the garment that is not an Excluded Portion, then as your sole and exclusive remedy, TenCate will bear the expense to repair such Millenia™ XT fabric provided such repair is made by an Approved Servicer who follows the Approved Servicer Reimbursement Procedures outlined below. Notwithstanding any other language in this Limited Warranty to the contrary, this Limited Warranty does not include damage to other portions of garments (e.g., moisture barrier layer, thermal barrier layer, trim) as a result a Covered Incident, even if such other portion is comprised of Millenia™ XT fabric.

### Covered Incidents and Excluded Circumstance

As used in this Limited Warranty, “Covered Incident” means the following:

- Holes and tears directly resulting from participation in first responder activities such as structural fire fighting, emergency medical response, response to motor vehicle accidents, and continuing education training other than fire academy, recruit or specialty training courses for first responder activities, regardless of whether caused by abrasion.
- Holes and tears caused by abrasion; provided such does not occur during presence at fire academy, recruit or specialty training courses.

Notwithstanding any other language in this Limited Warranty to the contrary, the term “Covered Incident” does not include: (a) holes and tears resulting directly or indirectly from presence at fire academy, recruit or specialty training courses for first responder activities; (b) holes and tears resulting from exposure to flame or heat, chemicals, and/or sunlight/UV exposure.

### Excluded Portions of Garments

As used in this Limited Warranty, “Excluded Portion” means the following, even if such portion is comprised of Millenia™ XT fabric:

- Cuffs of trousers (regardless of whether they have been reinforced)
- Millenia™ XT fabric used as fabric reinforcement on an outershell garment not wholly made of Millenia™ XT.
- Millenia™ XT fabric used as fabric reinforcement on anything other than an outershell garment.
- Pockets, on Millenia™ XT outer shells, that are not reinforced using one of the following fabrics: Kevlar®, Millenia™ XT, Ara-shield®, Dragonhide™, Leather, or a fabric having equivalent performance characteristics to the foregoing.

### Limitation of Liability

Your sole remedy under this Limited Warranty is set forth in this document. For any claim concerning performance or nonperformance of TenCate Protective Fabrics USA or an Authorized Servicer under this Limited Warranty you may recover actual damages up to the following limit: TenCate Protective Fabrics USA’s liability for actual damages from any cause whatsoever will be limited to the cost to repair the Covered Incident that caused the damages.

**TO THE EXTENT PERMITTED BY APPLICABLE LAW, SOUTHERN MILLS, INC. D/B/A TENCATE PROTECTIVE FABRICS USA DOES NOT MAKE ANY OTHER WARRANTY, GUARANTEE, OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS PRODUCT, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SATISFACTORY QUALITY. THE IMPLIED WARRANTY AGAINST INFRINGEMENT IS ALSO DISCLAIMED. ANY WARRANTIES THAT MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, WILL APPLY AFTER THIS PERIOD. ALL INFORMATION, SPECIFICATIONS, PRICES, AND SERVICES ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.**

### Approved Servicer:

“Approved Servicer” means: (a) the original manufacturer of the garment; or (b) an independent service provider that has been verified by a certification organization in accordance with the requirements of NFPA 1851-2007 edition.

### Approved Servicer Reimbursement Procedures

Approved Servicers will be reimbursed by TenCate Protective Fabrics USA (in the form of a credit against future purchases) for repair services performed in connection with this Limited Warranty provided they adhere to the following procedures: If in your estimation the repair for any single garment will exceed \$100 you must request and receive from TenCate a written warranty repair approval prior to making such repair. Either call 1-800-241-8630 ext. 210 to obtain a verbal approval or send an e-mail to [contactus@tencate.com](mailto:contactus@tencate.com). **The subject line of the e-mail must read “Limited Warranty Claim Approval”.** You will receive a response via e-mail. If you receive 10 or more warranty repair requests from a single department within any 30 day period, you must also seek written warranty repair approval from TenCate.

All warranty repair approval requests must include the following information. In addition, quarterly reporting of the below information must be submitted for all repairs of \$100 or less:

- Name and contact number of responsible individual at Authorized Servicer
- Name of End User fire department
- Number of garments and manufacturer of each
- Date of manufacture and serial number for each garment
- Detailed description of damage and necessary repair