

# Warranties

These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to commercial Milliken Entrance Flooring products sold by Milliken in North and South America. Details about the test methods supporting these warranties are available upon request.

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## **OBEX TILES**

### FACE FIBER WEAR

Milliken warrants that the OBEX Tile will lose no more than ten percent (10%) of its face fiber by weight during the Lifetime of the Tiles. If the OBEX Tile product is installed on stairs, this warranty will be limited to 5 years. A claim against this warranty requires the submittal of a sample (one square yard minimum) of unused attic stock and a like-size piece of Tile from the area that is believed to be worn beyond the terms of this warranty. These samples will be submitted to an independent testing lab for verification. All OBEX Tile products are covered by this warranty.

### COLOR PATTERN PERMANENCY

Milliken warrants that the OBEX Tile will exhibit no pattern loss during the Lifetime of the Tile. However, appearance change on OBEX TILE products coming from normal wear, such as from foot and/or wheeled traffic, is not covered by the warranty. If the Tile is installed on stairs this warranty will be limited to 5 years.

### DELAMINATION OF BACKING

Milliken warrants that the backing of the OBEX Tile will not delaminate during the Lifetime of the Tile.

### EDGE RAVEL

Milliken warrants that the OBEX Tile will exhibit no edge ravel or “zippering” during the Lifetime of the Tile.

### TUFT BIND

Milliken warrants that the OBEX Tile will maintain its tuft bind integrity during the Lifetime of the Tile.

### FLOOR COMPATIBILITY

Milliken warrants that the OBEX Tile will not cause a reactivation of old adhesives due to plasticizer migration during the Lifetime of the Tile.

### MOISTURE RESISTANCE

Milliken warrants that the OBEX Tile will resist moisture penetration during the Lifetime of the Tile. This warranty does not include moisture penetration at the seams of modular Tile.

### ANTISTATIC

Milliken warrants that the OBEX Tile will not generate static shock greater than 3.5 kilovolts during the Lifetime of the Tile.

### FLAMMABILITY

Milliken warrants that at the time of shipment the carpet will comply with the applicable provisions of the Federal Flammable Fabrics Act for carpet used as floor covering in commercial installations. Milliken does not represent that this or any other carpet fabric will not burn or generate smoke under actual fire conditions.



### CUSHION RESILIENCY

Milliken warrants that the OBEX Tile with attached cushion will retain 90% of its cushion resilience during the Lifetime of the Tile.

### DIMENSIONAL STABILITY

Milliken warrants that the OBEX Tile will maintain its dimensional stability during the Lifetime of the Tile.

### FLOOR RELEASE

Milliken warrants that the initial installation of the OBEX Tile will release from the floor during the Lifetime of the Tile.

## **OBEX BAR and GRID**

If, within five-years from date of invoice, the OBEX BAR or GRID product becomes worn to the extent that it loses more than ten percent (10%) of its face fiber by weight, and purchaser submits a claim regarding the same, which has been assessed and accepted by Milliken, then Milliken shall replace the product with product of equal quality. However, appearance change on OBEX BAR and GRID products coming from normal wear, such as from foot and/or wheeled traffic, is not covered by the warranty.

Milliken offers a 1-year warranty against manufacturing defects on the complete OBEX BAR and GRID product range under the following conditions:

1. OBEX BAR and GRID products must be installed in a commercial or a public building in accordance with Milliken's published installation guidelines.
2. OBEX BAR and GRID products must be maintained on a regular basis in accordance with Milliken's published maintenance recommendations.

If, within 1 year from date of invoice, the product shows evidence of manufacturing defect, and purchaser submits a claim regarding the same, which has been assessed and accepted by Milliken, then Milliken shall replace the product with Milliken OBEX BAR and GRID product of equal quality.

All OBEX BAR and GRID products within Milliken Entrance Flooring portfolio are covered by this warranty.

## WARRANTY TERMS AND CONDITIONS:

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The following terms and conditions (the "Warranty Terms and Conditions") apply to all warranties made by Milliken & Company ("Milliken") for Milliken Entrance Flooring product sold by Milliken Design, Inc. These Warranty Terms and Conditions and related warranties do not apply to non-commercial installations.

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 Warranty Terms and Conditions and in the individual warranties. These warranties only apply to Milliken Entrance Flooring product installed in accordance with Milliken's then current published instructions for installation and orientation (which are specific for each product), installed in a commercial environment and properly maintained in accordance with current, published Milliken specifications. These warranties shall not apply to Milliken Entrance Flooring product which has been placed in storage for extended periods, exposed to temperature extremes, or bent or deformed. Additionally, these warranties do not cover damage arising from any use that is different from the normal, intended use of Milliken Entrance Flooring product, including, but not limited to (i) damage caused by chlorinated or any other solvent-based cleaning agents; (ii) damage caused by exposure to

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substances or contaminants which degrade or destroy color in the Milliken Entrance Flooring product; (iii) damage caused by use of inappropriate maintenance methods; (iv) damage caused by sharp objects and the like; (v) damage caused by the installer or the workmanship of the installer (if not installed by Milliken or Milliken Design, Inc.); and (vi) damage arising from factors outside the control of Milliken including, but not limited to, the condition of the sub-floor, flooding, hydrostatic pressure, and moisture from broken pipes.

Milliken is not responsible for any change or modification to the Milliken Entrance Flooring product 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 Milliken Entrance Flooring product. In no event shall Milliken be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise. Service properties such as pile shading, pile crushing, being used as a traffic lane, wear or abrasion and other similar properties are not defects and such properties are not warranted.

Warranty periods, whatever the length and wherever referenced in this document, begin at the date of the applicable invoice.

Purchaser's exclusive remedy for any and all losses or damages resulting from defective Milliken Entrance Flooring product shall be the repair or replacement of the Milliken Entrance Flooring product in the affected area, as determined by Milliken in its sole discretion. The selected remedy shall reflect the previous usage of the Milliken Entrance Flooring product and may take the form of credit toward future purchases. This shall be the purchaser's sole remedy. If replacement is chosen by Milliken as the appropriate remedy, Milliken will pay the reasonable costs for such replacement. Replacement must be performed by Milliken or a Milliken approved vendor. Milliken's obligation hereunder shall not include payment of any indirect costs or incidental or consequential damages arising from replacement or repair. Purchaser must provide reasonable cooperation to facilitate Milliken's repair or replacement in the affected area. If any Milliken Entrance Flooring product is replaced as part of the remedy, the replacement will be made with a current, comparable Milliken Entrance Flooring product.

Warranty coverage is limited to the original purchaser of the Milliken Entrance Flooring product (which includes anyone purchasing product through a dealer) and is not transferable. Milliken requires the original sales receipt or other sufficient documentation, as determined by Milliken, as proof of warranty coverage.

"Lifetime" is defined as the period of time that the original purchaser of the applicable Milliken Entrance Flooring product chooses to keep the product on the floor at the original installation site. Lifetime warranties only apply to Milliken Entrance Flooring product invoiced after February 1, 2005. For Milliken Entrance Flooring product invoiced prior to February 1, 2005, the warranties then in effect apply.

#### OBLIGATIONS OF PURCHASER-OWNER:

1. Purchaser/Owner must submit notice of all claims under this warranty within a reasonable time after discovery of the alleged defect giving rise to the claim and within the warranty period.
2. Claims must be submitted in writing to Milliken Quality Assurance at [carpetclaims@milliken.com](mailto:carpetclaims@milliken.com) or to a Milliken Quality Assurance representative by phone at 1-800-528-8453 (Option 2 at prompt for Quality Assurance).
3. For further information about Milliken warranties please contact your Milliken Sales Representative or Milliken Quality Assurance at: Phone number: 1-800-528-8453 (Option 2 @ prompt for Quality Assurance); E-mail: [carpetclaims@milliken.com](mailto:carpetclaims@milliken.com); or Toll Free Fax Number: 1-866-503-6815.

#### OBLIGATIONS OF MILLIKEN:

Milliken will, within ten (10) business days of receipt of notice made pursuant to Section 2, above, designate a representative to promptly respond and arrange an inspection of the Milliken Entrance Flooring product.

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