Milliken Commercial Resilient Flooring Warranty

These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to commercial Resilient Flooring products sold by Milliken (Australia) Pty Ltd ("Milliken"). Details about the test methods supporting these warranties are available upon request.

WARRANTIES APPLICABLE TO ALL MILLIKEN COMMERCIAL RESILIENT FLOORING:

Milliken Resilient Flooring products when installed in a commercial area, regardless of commercial use designation, must be installed by a professional flooring contractor to validate this warranty. No exclusions or exceptions will be made to this clause.

Milliken warranties cover the cost of material for the period of the warranty and reasonable labor costs only when and if a professional flooring installer was paid to install the original material.

Manufacturing Defect Warranty

Milliken warrants that the Milliken Collection of Resilient Flooring will be free from manufacturing defects for a period of 1 (one) year from the date of purchase. If such defect occurs, upon verification of the defect by Milliken, Milliken will authorize reasonable cost for the repair or replacement of the affected area of installed flooring.

Wear Warranty

Milliken warrants that the installed product will not wear through to the printed film layer for a period of time as defined below. Wear through is defined herein that the wear layer is sufficiently depleted so that the printed film layer is damaged or affected. Milliken will provide 100% material and labor within 1 year of purchase, and 50% labor within year 2. For wear warranty defects reported to Milliken after 2 years of purchase and within the product specific warranty period stated below, Milliken will provide 100% material. Reasonable labor costs based on product usage will be considered for defects reported between year 3 and the final year of the product warranty period.

Product	Thickness	Wear Layer	Protective Coating	Warranty Period
FLEXFORM	5.0 mm	0.55mm	ProGuard MAX™	20 years – Limited Commercial
RIGIDFORM	All thickness	0.5-0.7mm	ProGuard™	20 years – Limited Commercial

WARRANTY TERMS AND CONDITIONS:

The following terms and conditions (the 'Warranty Terms and Conditions') apply to all warranties made by Milliken (Australia) Pty Ltd ("Milliken") for commercial resilient flooring products. 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 resilient flooring product installed in accordance with Milliken's then current published instructions for installation and orientation (which are specific for each luxury vinyl tile product), installed in an indoor commercial environment and properly maintained in accordance with current, published Milliken specifications. These warranties shall not apply to resilient 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 the resilient flooring product, including, but not limited to the following:

- Installed with obvious manufacturing defects.
- Products that have not been properly acclimated according to the Milliken Installation Guidelines.
- Improper installation or product not professionally installed according to currently published Milliken installation guidelines and accepted industry practices.
- Use of adhesives not supplied under the Milliken brand and/or improper trowel used during installation. Workmanship errors should be addressed to the contractor who installed the floor.
- Flooring installed in areas not intended for resilient plank or tile.
- Improper maintenance; dulled by soaps, detergents, harsh chemicals, finishes, one-step cleaners or wax.
- Damaged by narrow tipped heels, burns, cigarette burns, cuts, scratches, gouges and indentations including damage from improper floor protectors and furniture rests.
- Stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats.
- Staining caused by dyes tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation.
- Problems or damage due to moisture and/or alkalinity in sub floor; bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage.
- Installed over unstable (i.e., particleboard, chip wood, pressboard, lauan or similar products) or improperly prepared sub-floors, wet/cold floor and/or radiant-heated floor in excess of 30^0C.
- Damage and or discoloration caused by thermal heat or ultraviolet heat sources.
- Different from samples or printed material in shade, color or embossing.
- Exposure to severe funneled foot traffic and/or heavy rolling loads.

Milliken is not responsible for any change or modification to the resilient 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 resilient 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 scratching, 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 resilient flooring product shall be the repair or replacement of the resilient flooring product in the affected area, as determined by Milliken in its sole discretion. Milliken reserves the right to inspect any flooring and installation deemed to be suspect to manufacturing defects.

The selected remedy shall reflect the previous usage of the resilient 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 resilient flooring product is replaced as part of the remedy, the replacement will be made with a current, comparable Milliken resilient flooring product. Warranty coverage is limited to the original purchaser of the resilient flooring product (which includes anyone purchasing resilient flooring product through a dealer) and is transferable to the owner for the time being of the building in which the product is installed . Milliken requires the original sales receipt or other sufficient legal documentation, as determined by Milliken, as proof of warranty coverage.

OBLIGATIONS OF PURCHASER-OWNER:

Purchaser/Owner must submit notice of all claims under this warranty within a reasonable period of time after the discovery of the alleged defect giving rise to the claim and within the warranty period and comply with any other obligations under the warranty. Visual defects must be reported in months from the date of purchase.

Claims must be submitted in writing and delivered to Milliken at 171 Briens Rd, Northmead NSW 2152.
Or Email millikenanzcs@milliken.com

All areas in which the resilient flooring product is to be replaced must be cleared of all furnishings and other items or materials that had been installed over the affected resilient flooring product at Purchaser/Owner's expense.

For information about your Milliken Sales Representative or for answers to questions about the warranties and/or test procedures supporting these warranties please contact Milliken at:
Phone: +61 2 8838 2500 (AUS) | 0800 668372 (NZ) | Email: millikenanzcs@milliken.com

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 resilient flooring product.