

Milliken Residential: Modular Carpet Limited Warranty Package for Residential Application

These limited warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to Residential modular carpet products sold by Milliken installed or used in non-commercial, residential applications. These limited warranties are in lieu of all other express warranties. Details about the test methods supporting these warranties are available upon request.

WARRANTIES APPLICABLE TO ALL MILLIKEN RESIDENTIAL MODULAR PRODUCTS:

(See additional warranties under Specialty Product Limited Warranties below.)

MANUFACTURING DEFECTS

Milliken warrants that new carpet shall be free from defects in workmanship or material for a period of two years from the date of purchase of the carpet. Implied warranties are limited to the same duration. Some states do not allow limitations on how long an implied warranty lasts, so the preceding limitation may not apply to you.

FACE FIBER WEAR

Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight during the Lifetime of the carpet. If the carpet is installed on stairs, this warranty will be limited to five 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 carpet 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.

STAIN RESISTANCE

Milliken warrants that StainSmart® carpet will resist penetrating stains from food and beverage or pet urine stains that occur during normal, indoor household use for the Lifetime of your carpet.

SOIL RESISTANCE

Milliken warrants that StainSmart® carpet will resist soiling due to deposits of dry soil as a result of foot traffic from normal, indoor household use for the Lifetime of your carpet.

COLOR PATTERN PERMANENCY

Milliken warrants that the carpet will exhibit no pattern loss during the Lifetime of the carpet. If the carpet is installed on stairs this warranty will be limited to five years.

DELAMINATION OF BACKING

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

EDGE RAVEL

Milliken warrants that the carpet will exhibit no edge ravel or "zippering" during the Lifetime of the carpet.

TUFT BIND

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

FLOOR COMPATIBILITY Milliken warrants that the carpet will not cause a reactivation of old adhesives due to plasticizer migration during the Lifetime of the carpet.

ANTISTATIC

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

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 modular carpet with WellBAC™ cushion will retain 90% of its cushion resilience during the Lifetime of the modular carpet.

DIMENSIONAL STABILITY

Milliken warrants that the modular carpet will maintain its dimensional stability during the Lifetime of the modular carpet.

FLOOR RELEASE

Milliken warrants that the initial installation of the modular carpet will release from the floor during the Lifetime of the modular carpet.

TOP DOWN MOISTURE RESISTANCE

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

SITE RELATED SOLUTIONS

Additional warranties may apply when Milliken Non-Reactive Standard or Milliken Mosaic Moisture XT Adhesive is used with Milliken Modular Carpet Tile. Click on one of the links below to learn more:

[Milliken Non-Reactive Standard Adhesive - Warranty](#)

[Milliken Mosaic Moisture XT Spray Adhesive - Warranty](#)

SPECIALTY PRODUCT LIMITED WARRANTIES:

TRACTIONBACK@ MODULAR CARPET

Milliken warrants that at the time of shipment, modular carpet with TractionBack will maintain sufficient bond strength to hold the modular carpet in place under normal foot traffic use for ten (10) years.

ENTRY BARRIER CARPET (OBEX@ TILE)

Milliken warrants that the OBEX Tile entry barrier carpet will lose no more than ten percent (10%) of its face fiber by weight for five (5) years.

Warranty Terms and Conditions

Covered Parties. These limited warranties cover the initial purchaser (“you”), and are not transferable. For the limited warranties for residential carpet to apply, you must be a resident of the U.S.A., a “consumer” as defined in 15 USC § 2301 and be the owner-occupier of the residence in which the carpet is installed and to carpet purchased by the tenant in a rental dwelling . *Timeshare dwellings, motor homes (RVs), rental properties and houseboats are specifically excluded.*

DURATION OF COVERAGE The duration of coverage is set forth in each of the different warranties provided above and only applies to carpet purchased on or after *September 1, 2021*. For carpet purchased prior to September 1, 2021, the warranties then in effect apply. The period of coverage is measured from the date you purchased the carpet. Milliken requires the original sales receipt or other documentation as proof of warranty coverage and the date of purchase. For warranties provide for the Lifetime of the carpet, "Lifetime" is defined as the period of time that the original purchaser of the carpet chooses to keep the carpet on the floor at the original installation site. If Milliken replaces your carpet under any of these limited warranties, the remaining portion of the warranty period will be based on your original purchase date. The limited warranties only apply to the original installation of the carpet and the limited warranties are null and void if the carpet is removed from the original installation site.

EXCLUSIVE REMEDY Your sole and exclusive remedy under these limited warranties for any and all losses or damages resulting from defective carpet shall be the repair or replacement of the carpet in the affected area, as determined by Milliken in its sole discretion, or, to the extent permitted by law, Milliken may elect to refund the purchase price of any defective product. The selected remedy shall reflect the previous usage of the carpet. If replacement is chosen by Milliken as the appropriate remedy, Milliken will not be responsible for additional expenses including but not limited to: (i) labor, (ii) the removal of furniture, partitions, baseboards and the like which are located on, above, or around the carpet installation, or (iii) shipping or handling. These additional expenses shall be borne by you. If the carpet you originally purchased is not available, replacement will be made with a current, comparable Milliken carpet. This is your sole and exclusive remedy under these limited warranties.

EXCLUSIONS The warranties do not cover carpet that is (i) not installed in accordance with Milliken's then current published instructions for installation and orientation (which are specific for each carpet product); (ii) not installed in an indoor environment; or (iii) not properly maintained (including routine professional cleaning as set forth further below) in accordance with current, published Milliken specifications and meeting The Carpet and Rugs Institute's effective deep-extraction method of cleaning (see www.carpet-rug.org). These warranties shall not apply to carpet 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 carpet, including, but not limited to, (i) damage caused by chlorinated or any other solvent-based cleaning agents;(ii) damage caused by exposure to substances or contaminants which degrade or destroy color in carpet; (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; (vi) damage or staining caused by human or non-urine pet stains, (v) damage or color change caused by grease, mud, asphalt, tar, paints, ink, rust, blood, cement, urine, feces, vomit, burns, pets, tears, cuts, pulls, shading or pile reversal fading, furniture depressions or athletic equipment, (vi) damage arising from the condition of the sub-floor (i.e. undue moisture), or (vii) damage from casualty events, including but not limited to smoke, fire, storm, flood, or other natural disasters or acts of God. Milliken is not responsible for any change or modification to the carpet 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 carpet.

To qualify for coverage under this limited warranty, you must have had hot water extraction, performed by a trained, qualified carpet care professional, at least every 18 months since the date of purchase of your carpet. (You must provide your receipts for proof of service.)

COOPERATION Any claims under the warranties may require the submittal of a sample (one square yard minimum) of unused attic stock and a like-size piece of carpet from the area that is believed to be defective. Additionally, you must provide Milliken all reasonably requested assistance and cooperation in evaluating your claim, including making the installation site available for inspection by Milliken or any third-party designee of Milliken.

LIMITATION SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL MILLIKEN BE LIABLE TO YOU FOR (I) ANY LOST OR PROSPECTIVE PROFITS, (II) LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURES TO CLEAN COVERED STAINS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), OR (III) CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE CARPET OR RESULTING FROM THE BREACH OF THESE LIMITED WARRANTIES OR ANY IMPLIED WARRANTIES. MILLIKEN'S MAXIMUM AGGREGATE LIABILITY UNDER THESE LIMITED WARRANTIES SHALL BE THE AMOUNT YOU PAID FOR THE CARPET. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

FILING CLAIMS If you believe that your carpet is covered by one or more of the limited warranties and wish to make a claim, please follow the steps below. You must provide proof of your purchase and installation by submission of the original sales receipt or other documentation acceptable to Milliken. Proof of professional cleaning may also be required in some circumstances. You will not be reimbursed for any professional cleaning as part of any claim under these limited warranties. You may be required to submit a sample of the carpet for evaluation by Milliken. After Milliken has confirmed that the product is covered under these limited warranties, Milliken will repair or replace the product (or refund the purchase price) and pay for return shipping to you.

OBLIGATIONS OF PURCHASER-OWNER:

1. 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.

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 carpet if applicable.

STATE LAWS These limited warranties give you specific legal rights, and you may also have other rights which vary from state to state.