Milliken (Australia) Pty Ltd

NON-REACTIVE STANDARD ADHESIVE WARRANTY

Warranty

Date: 03/04/2025

This warranty is subject to the Warranty Terms and Conditions provided at the end of this document and applies only to the Milliken Non-Reactive Standard Adhesive product sold by Milliken (Australia) Pty Ltd. Details about the test methods supporting this warranty are available upon request. A range of warranties is offered for Milliken (Australia) Pty Ltd products. The full text of each standard warranty is available upon request.

Milliken (Australia) Pty Ltd trades under the brand name of "Milliken". Throughout this document all references to Milliken mean Milliken (Australia) Pty Ltd of 171 Briens Rd, Northmead NSW 2152.

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LIMITED WARRANTY:

WellBAC® Comfort and Comfort Plus cushion backing

Milliken warrants that the Milliken Non-Reactive Standard Adhesive, when used with current Milliken modular carpet with WellBAC® Comfort or Comfort Plus cushion backing systems, will form a bond that provides tack and resistance to lateral movement while allowing for the removal of the modular carpet that withstands moisture from slabs for the Lifetime of the original carpet installation, subject to meeting the following conditions for the applicable slab type:

- New above-ground slabs that have been poured at least 45 days prior to use of the adhesive product or above- ground renovations, no moisture testing required;
- Existing on-ground installations that have a confirmed vapour barrier underneath the slabs consistent with AS/NZS 2904 or AS 3660.1 conforming vapour retarder placed in accordance with AS 2870 and directly in contact with the concrete placement, no moisture testing required; and
- On-ground installations with no vapour barrier or the presence of a vapour barrier is unknown, if testing is done per ASTM F2170, as described in the Milliken Non-Reactive Standard Adhesive product specifications and Milliken's then current published instructions for installation of modular carpet (which are specific for each carpet product), and the moisture levels do not exceed 95% relative humidity as measured by the
- *in-situ* relative humidity probe test method (based on ASTM F2170). Please note that in-situ probe test method as per ASTM F2170 is the only acceptable test method for measuring humidity of concrete subfloor.

WellBAC® Function backing

Milliken warrants that the Milliken Non-Reactive Standard Adhesive, when used with current Milliken modular carpet with WellBAC® Function backing system, will form a bond that provides tack and resistance to lateral movement while allowing for the removal of the modular carpet that withstands moisture from slabs for the Lifetime of the original carpet installation, subject to meeting the following conditions for the applicable slab type:

- Above-ground installations or on-ground installations with no vapour barrier or the presence of a vapour barrier is unknown, if testing is done per ASTM F2170, as described in the Milliken Non-Reactive Standard Adhesive product specifications and Milliken's then current published instructions for installation of modular carpet (which are specific for each carpet product), and the moisture levels do not exceed 90% relative humidity as measured by the *in-situ* relative humidity probe test. Again, please note that in-situ probe test method as per ASTM F2170 is the only acceptable test method for measuring humidity of concrete subfloor.

With regards to renovation or replacement of carpet tile, for all WellBAC® Comfort, Comfort Plus or Function tiles, the physical requirement for existing adhesive films is that they be smooth, non-tacky, and that residual trowel notches be reduced to 0.8mm or less. In most cases the removal of the existing floor covering accomplishes this with only normal sweeping, cleaning, and patching required prior to beginning installation.

The general site preparation conditions apply as per the latest editions of AS 2455.1&2. In case of any conflict between the clauses set forth in AS 2455.1&2 and this warranty, the instructions given in this warranty document will take precedence.

Regardless of adhesive type, the existing layer should have minimal residual tack. There is no chemical reaction however, excessive tack may cause the carpet modules to become bonded too aggressively to the floor over time. This tack can be "minimized" by sifting Portland Cement based patch powder into the existing film and sweeping away the excess or by applying a very thin layer of Portland patch.

NOTE: All installations must be acclimatized to service conditions. Milliken's warranties exclude hydrostatic pressure, broken pipes, visible standing water and the use of curing agents as mentioned below in details.

WARRANTY TERMS AND CONDITIONS:

The following terms and conditions (the 'Warranty Terms and Conditions) apply to the warranty made by Milliken for Milliken Non-Reactive Standard Adhesive for use with WellBAC® modular carpet. These Warranty Terms and Conditions and related warranty do not apply to non-commercial installations.

The warranty provided herein is 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. The warranty is subject to the limitations and exclusions set forth in these Warranty Terms and Conditions and in the individual warranty. The warranty only applies to use of the Milliken Non-Reactive Standard Adhesive product in carpet installations when bond testing, substrate preparation, adhesive application and carpet installation have all be performed in accordance with the requirements and instructions set forth on the product label, the product specification sheet, Milliken's then current published instructions for installation of modular carpet (which are specific for each carpet product). (collectively, the "Documentation"). Furthermore, the carpet installation must be in an indoor commercial environment. This warranty shall not apply (i) to installations on substrates that were not prepared and tested, when applicable, as instructed in the Documentation; (ii) to installations where silicates or other sealers or curing additives have been used on the substrate; (iii) to installations over substrates where hydrostatic pressure exists, or moisture readings are above the RH levels specified for those installations where an approved vapour barrier does not exist or is unknown; (iv) when claimant does not have written and photographic documentation of the bond-testing conducted prior to the installation, as well as moisture/ pH testing if applicable; (v) to installation failures due to outside sources of water, such as where outside ground is above substrate, moisture or ground water intrusion caused by faulty (or lack of) a vapour retarder under the concrete substrate slab per AS 2870, sprinklers soaking ground at the building foundation, overflow drains not directed away from the foundation, flooding or other natural disasters or weather conditions; (vi) to installations taken up or replaced prior to inspection by authorized Milliken personnel; (vii) to installations with chemically cleaned substrates, where improper cleaning methods have been used, or where adhesive removals have been applied; (viii) to installations using incompatible curing compounds, mould release agents, or non-Portland cement based levelling or patch compounds; (ix) to failure of levelling or patch compounds of any kind; (x) to damage caused by expansion joints or other structural areas; (xi) to structural failure, seismic action, discoloration, caustic solutions entering the system topically through joints; or (xii) where the adhesive product was allowed to freeze prior to use. In no event shall Milliken be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise.

The substrate must be visibly dry for both newly poured and existing on and above ground slabs. This warranty does not include responsibility for effects to the applied floor coverings due to exposure to conditions for which they were not designed or for improper installation of the floor covering material, defective floor covering material or problems associated with substrate preparation or imperfections, staining due to mould, mildew or bacterial growth, or any other discoloration of the floor covering material, improper maintenance, differences in colour between flooring products and samples or photographs, failure of the flooring to adhere to the substrate due to, for example, moisture when installed over a substrate without an approved vapour barrier, hydrostatic pressure from the substrate, or inappropriate end-user activities. For the warranty to be valid, the adhesive product should be used only for the purposes stated on the product description and be used within two years of the date of manufacture and be applied in accordance with the product application instructions. Any other products used in conjunction with the adhesive product are required to be certified compatible.

Purchaser is required to maintain written and photographic documentation of bond testing and any corrective action required, as well as moisture testing if applicable. Any installation problems or claims associated with the use of any type of underlayment product should be directed to the underlayment manufacturer or to those responsible for its application.

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

Purchaser's exclusive remedy for any and all losses or damages resulting from a breach of warranty shall be the repair or replacement of the adhesive and, if required, the modular carpet in the affected area, as determined by Milliken in its sole discretion. The selected remedy shall reflect the previous usage of the carpet and may take the form of credit towards future purchases. This shall be the purchaser's sole remedy. If replacement is chosen by Milliken as the appropriate remedy, Milliken will not be responsible for additional expenses including but not limited to: (i) the removal of furniture, partitions, temporary walls and the like which are located on, above, or around the carpet installation, or (ii) any ancillary fees or costs, including, but not limited to building charges for use of elevators, air conditioning, utilities, after-hours access or charges for freight, shipping or handling. These additional expenses shall be borne by the purchaser. If any modular carpet is replaced as part of the remedy, the replacement will be made with a current, comparable Milliken carpet.

Milliken Non-Reactive Standard Adhesive has a useable shelf life of 2 years from date of manufacture, provided the container remains unopened. Warranty coverage is limited to the original purchaser of the adhesive product (which includes anyone purchasing through a dealer) and is not transferable. Milliken requires the original sales receipt or other documentation as proof of warranty coverage.

"Lifetime" is defined as the period of time that the original purchaser of the original carpet installed with the adhesive product chooses to keep the carpet on the floor at the original installation site. Lifetime warranties only apply to adhesive product purchased after March 27th, 2017.

OBLIGATIONS OF PURCHASER-OWNER:

1. Purchaser/Owner must submit notice of all claims under this warranty within the warranty period and comply with any other obligations under the warranty.
2. Purchaser / Owner has the responsibility to undertake all relevant subfloor test procedures including the age of the subfloor (e.g. date of concrete pour) and the results of RH% of the subfloor as per in-situ probe test method described in ASTM F2170 standard prior to using the adhesive. In the event of a claim, all subfloor and RH% test information must be submitted to Milliken with documents verified by a relevant third party. Please note that the shelf life of this adhesive is 2 years from date of manufacture.
3. Claims must be submitted in writing and delivered to your Milliken Sales Representative:
4. All areas in which adhesive is to be replaced must be cleared of all furnishings and other items or materials that had been installed over the adhesive, other than the carpet, 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 such written notice, designate a representative to promptly respond and arrange an inspection of the installation.