

MILLIKEN WELLBAC FUNCTION COMMERCIAL MODULAR

CARPET WARRANTIES

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



WARRANTIES APPLICABLE TO ALL MILLIKEN COMMERCIAL MODULAR PRODUCTS:

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

FACE FIBER WEAR

Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight for 15 years. 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.

STAINING/SOILING RESISTANCE (StainSmart®)

StainSmart provides 15 years resistance for your carpet against penetrating stains and soil.

COLOR PATTERN PERMANENCY

Milliken warrants that the carpet will exhibit no pattern loss for 15 years. 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 for 15 years.

EDGE RAVEL

Milliken warrants that the carpet will exhibit no edge ravel or "zippering" for 15 years.

TUFT BIND

Milliken warrants that the carpet will maintain its tuft bind integrity for 15 years.

FLOOR COMPATIBILITY

Milliken warrants that the carpet will not cause a reactivation of old adhesives due to plasticizer migration for 15 years.

ANTISTATIC

Milliken warrants that the carpet will not generate static shock greater than 3.5 kilovolts for 15 years.

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.

DIMENSIONAL STABILITY

Milliken warrants that the modular carpet will maintain its dimensional stability for 15 years.

FLOOR RELEASE

Milliken warrants that the initial installation of the modular carpet will release from the floor for 15 years.

TOP DOWN MOISTURE RESISTANCE

Milliken warrants that the modular carpet will resist moisture penetration for 15 years. This warranty does not include moisture penetration at the seams of modular carpet.

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WARRANTY TERMS AND CONDITIONS:

The following terms and conditions (the "Warranty Terms and Conditions") apply to all warranties made by Milliken & Company ("Milliken") for commercial carpet 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 carpet installed in accordance with Milliken's then current published instructions for installation and orientation (which are specific for each carpet product), installed in an indoor commercial environment and properly maintained in accordance with current, published Milliken specifications. 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 athletic footwear containing metal spikes, cleats, blades and the like; (vi) damage caused by the installer or the workmanship of the installer (if not installed by Milliken or Milliken Design, Inc.); and (vii) damage arising from factors outside the control of Milliken, including, but not limited to, the condition of the sub-floor, hydrostatic pressure, moisture from broken pipes and flooding.

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. 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 carpet shall be the repair or replacement of the 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 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 modular carpet is replaced as part of the remedy, the replacement will be made with a current, comparable Milliken product.

Warranty coverage is limited to the original purchaser of the carpet (which includes anyone purchasing carpet 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.

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.
2. Claims must be submitted in writing to Milliken Quality Assurance at carpetclaims@milliken.com or to a Milliken Quality Assurance representative by phone at 1-9800-528-8453 (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; or Toll Free Fax Number: 1866-503-6815.

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 carpet.