

MILLIKEN COMMERCIAL HYBRIDFORM™

WARRANTY

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

FACE FIBER WEAR

Milliken warrants that the product will lose no more than five percent (5%) of its face fiber by weight during the lifetime of the product. If the product 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 product 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 lifetime resistance for your product against penetrating stains and soil.

COLOR PATTERN PERMANENCY

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

DELAMINATION OF BACKING

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

EDGE RAVEL

Milliken warrants that the product will exhibit no edge ravel or “zippering” during the lifetime of the product.

FLOOR COMPATIBILITY

Milliken warrants that the product will not cause a reactivation of old adhesives due to plasticizer migration during the lifetime of the product.

ANTISTATIC

Milliken warrants that the product will not generate static shock greater than 3 kilovolts during the Lifetime of the product.

FLAMMABILITY

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



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 product will release from the floor during the lifetime of the product.

TOP-DOWN MOISTURE RESISTANCE

Milliken warrants that the product will resist moisture penetration during the lifetime of the product. This warranty does not include moisture penetration at the seams of product.

ADHESIVE BOND

Milliken warrants that Milliken Mosaic 95™ Adhesive will form a bond that provides tack and resistance to lateral movement for the lifetime of the original product installation.

This warranty is subject to meeting the following conditions for the applicable slab type, in addition to those exclusions and limitations set forth in the Warranty Terms and Conditions further below:

For newly poured concrete slabs the use of the adhesive product must be 45 days after the slab has been poured. For both newly poured and existing concrete slabs, slab RH must be $\leq 95\%$ RH when tested in accordance with the most current ASTM F2170 standard. The pH must be between 5 - 11 when tested in accordance with the most current ASTM F710 standard. The slab must be visibly dry for both newly poured and existing on and above grade slabs. Any existing adhesive residue must be removed to a stain. If the concrete slab is experiencing hydrostatic pressure, or the slab surface is visibly wet, the slab should be treated by some other method and is not covered by this warranty.

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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 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 product installed in accordance with Milliken's then current published instructions for installation and orientation (which are specific for each product), installed in an indoor commercial environment and properly maintained in accordance with current, published Milliken specifications. These warranties shall not apply to 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 product, 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 product; (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, and moisture from broken pipes.

Milliken is not responsible for any change or modification to the 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 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 product shall be the repair or replacement of the product in the affected area, as determined by Milliken in its sole discretion. The selected remedy shall reflect the previous usage of the 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 product 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 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 product chooses to keep the product on the floor at the original installation site. Remedies for claims will consider the previous usage of the product.

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 product.