

# Milliken Floor Covering

## COMMERCIAL MODULAR CARPET WARRANTY PACKAGE

*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 Floor Covering. Details about the test methods supporting these warranties are available upon request.*

### **WARRANTIES APPLICABLE TO ALL COMMERCIAL CARPET PRODUCTS:**

#### **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 (5) 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 (StainSmart®)**

Milliken warrants that carpet which is treated with StainSmart® will resist staining and soiling during the Lifetime of the 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 the carpet will comply with the applicable governmental and industry compulsory standards and legal provisions on fire retard 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.

The Milliken logo is written in a blue, cursive script font.

## **CUSHION RESILIENCY**

Milliken warrants that the modular carpet with attached 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.

## **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.

## **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.

## **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 broadloom 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 maintained and installed in accordance with Milliken's then current published instructions for installation, orientation, and maintenance (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 or unapproved maintenance service providers; (iv) damage caused by sharp objects and the like; (v) damage caused by the installer or the workmanship of the installer (if not installed by Milliken or Milliken Design, Inc.); and (vi) damage arising from the condition of the sub-floor (i.e. undue moisture). 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

The logo for Milliken, featuring the word "Milliken" in a blue, cursive script font.

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 not be responsible for additional expenses including but not limited to: (i) labor, (ii) the removal of furniture, partitions, temporary walls and the like which are located on, above, or around the carpet installation, or (iii) 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. Replacement will be made with a current, comparable Milliken carpet.

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 documentation as proof of warranty coverage.

### **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. Claims must be submitted in writing and delivered to your Milliken Sales Representative:
3. All areas in which carpet is to be replaced must be cleared of all furnishings and other items and materials that have been installed over the affected carpet at Purchaser / Owner's expense.
4. For answers to questions about the warranties and/or test procedures supporting these warranties please contact Milliken Textile (Zhangjiagang) Co., Ltd. at:  
**Phone number: 86-21-6145 5588**  
**E-mail: customerservice.ch@milliken.com**  
**Fax Number: 86-21-6145 5558**

### **Obligations of Milliken:**

Milliken Textile (Zhangjiagang) Co., Ltd will, within ten (10) business days of receipt of such written notice, designate a representative to promptly respond and may arrange an inspection of the carpet.

The logo for Milliken, featuring the word "Milliken" in a blue, cursive script font.