

Warranties

These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to modular, broadloom, and cove base hospitality carpet products sold by Milliken in North America. Details about the test methods supporting these warranties are available upon request.

WARRANTIES APPLICABLE TO ALL MODULAR AND BROADLOOM HOSPITALITY 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 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 lifetime resistance for your carpet against penetrating stains and soil.

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.

ATMOSPHERIC FADING

Milliken warrants that the carpet will achieve a rating of 4.0 or greater after one cycle of exposure for atmospheric fading of the carpet during the Lifetime of the carpet.

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 all the applicable provisions of the Federal Flammable Fabrics Act including meeting Class I requirements for carpet used as floor covering in hospitality installations. Milliken does not represent that this or any other carpet fabric will not burn or generate smoke under actual fire conditions.

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ADDITIONAL WARRANTIES FOR MODULAR HOSPITALITY CARPET PRODUCTS ONLY:

CUSHION RESILIENCY

Milliken warrants that the modular carpet with attached cushion will retain 90% of its cushion resilience during the Lifetime of the carpet.

DIMENSIONAL STABILITY

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

FLOOR RELEASE

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

MOISTURE RESISTANCE

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

HEAVY WHEELED TRAFFIC

Milliken warrants that the modular carpet will not buckle or shift as a result of heavy rolling traffic associated with casinos during the Lifetime of the carpet when installed in accordance with Milliken published Modular Carpet Installation Instructions. Not applicable for GUEST ROOMS modular carpet (tile).

TRACTIONBACK® TILE

Milliken warrants that at the time of shipment, carpet with TractionBack® will maintain sufficient bond strength to hold the modular carpet in place under normal foot traffic use during the Lifetime of the carpet. Modular carpets must be installed in accordance with Milliken published Modular Carpet Installation Instructions - TractionBack® and TractionBack® Plus.

GUEST ROOMS TILE

Except as otherwise expressly set forth herein, Milliken warrants that GUEST ROOMS modular carpet will perform according to this warranty document when installed in guest rooms designed and used for that specific purpose (use as a guest room).

SPECIALTY PRODUCT LIMITED WARRANTIES:

BLEACH RESISTANCE (ColorSeal®)

Milliken warrants that Broadloom carpet treated with ColorSeal® will resist color loss attributable to spills of ten percent (10%) bleach solution and other oxidizing agents during the Lifetime of the carpet. This option applies to broadloom products only.

BROADLOOM ATTACHED CUSHION

Milliken warrants that broadloom carpet with Cushion-Loc™ attached cushion will retain 90% of its cushion resilience during the Lifetime of the carpet.

BROADLOOM MOISTURE BARRIER

Milliken warrants that broadloom carpet with Moisture-Bloc™ attached cushion will provide a moisture barrier and retain 90% of its cushion during the Lifetime of the carpet.

COVE BASE

The following warranties, which are listed in detail above, are applicable to Milliken Cove Base carpet: **FACE FIBER WEAR, DELAMINATION OF BACKING and FLAMMABILITY.**

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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 hospitality carpet sold by Milliken in North America. These Warranty Terms and Conditions and related warranties do not apply to non-hospitality 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 hospitality 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, Milliken Design, Inc. or Milliken Services LLC.); (vi) 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; and (vii) use of a carpet product in an environment in which it is not intended to be used (such as using Guest Room tile in areas other than those that are designed and used for guest rooms such as corridors, public spaces, meeting rooms and the like). 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. Visual aesthetics such as pile shading, water marking, 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.

Milliken recommends and endorses the MilliCare® Textile and Carpet Care service network as the best way to maintain and prolong the life of Milliken Hospitality Carpet.

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 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.

"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. Lifetime warranties only apply to carpet invoiced after April 1, 2021. For carpet invoiced prior to April 1, 2021 the warranties then in effect apply.

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OBLIGATIONS OF PURCHASER-OWNER:

1. Purchaser/Owner must submit notice of all claims under this warranty within a reasonable time after 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 1-800-528-8453 (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: 1-866-503-6815.

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.

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