Milliken (Australia) Pty Ltd
PRODUCT WARRANTY

WARRANTIES APPLICABLE TO ALL COMMERCIAL CARPET PRODUCT Date 03/04/2025

This warranty does not apply to unbacked sheet material

These warranties are subject to the Warranty Terms & Conditions provided within this document and apply only to commercial carpet products sold by Milliken (Australia) Pty Ltd. A range of warranties is offered for Milliken (Australia) Pty Ltd products. The full text of each standard warranty is included below.

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. Phone: +61 2 8838 2500 (AUS) | 0800 668372 (NZ) or Email: millikenanzcs@milliken.com

LIMITED WARRANTY

- The limited warranty protection provided by Milliken in each of the following warranties is provided in lieu of any and all other warranties, express or implied, to the extent permissible by law and as further described in the Schedule.
- The benefits covered by the warranties below are in addition to all other rights and remedies in respect of Milliken's products which the Customer has under the "Australian Consumer Law" or the "New Zealand Consumer Law" (as applicable). The "Australian Consumer Law" is that contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth), and similar State and Territory Laws. The relevant "New Zealand Consumer Law" in this case is that contained in the Consumer Guarantees Act 1993. To the extent permitted by law, the Customer's exclusive remedy for any and all losses or damages resulting from defective performance of Milliken's products shall be those listed in the Schedule.
- To the extent you are a consumer within the meaning of the Australian Consumer Law or the New Zealand Consumer Law, our goods come with guarantees that cannot be excluded under the Australian or New Zealand Consumer Law. You are entitled to a replacement or refund or compensation for any reduction in the value of the goods below the price paid for a major failure, and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- If requested by Milliken, a sample of 1.5 square metres of the affected product must be furnished to Milliken by the Customer for testing to verify any complaint.
- Milliken requires the original sale receipt or other documentation as proof of warranty coverage.
- Refer to the complete Warranty Terms & Conditionsbelow.

WEAR WARRANTY

Subject to terms and conditions below, Milliken warrants that:

- The carpet surface pile will lose no more than 15 per cent within 20 (twenty) years, as measured in weight by fibre loss.
- The carpet will exhibit no pattern loss within 20 (twenty) years from the date of installation. NB If carpet is installed on stairs this warranty is limited to 5 (five) years.
- The backing of the carpet will not delaminate within 20 (twenty) years from the date of installation
- The carpet will exhibit no edge ravel within 20 (twenty) years from the date of installation
- The carpet will maintain its tuft bind integrity 20 (twenty) years from the date of installation

A claim against this warranty requires the submittal of a sample (minimum one square metre) of unused attic stock and a like-sized 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.

CASTOR CHAIR WEAR WARRANTY

Subject to terms and conditions below, Milliken warrants that if all castor chairs meet with relevant Australian and New Zealand Standards, are well maintained, are not defective and in good working order.

- The carpet surface pile will lose no more than 15 per cent within 20 (twenty) years as measured in weight by fibre loss.

DIMENSIONAL STABILITYWARRANTY

Subject to terms and conditions below, Milliken warrants that: The horizontal dimensions of any module of the product will not change by more than 0.2% within 20 (twenty) years, as measured by the Aachen Test, undertaken by an appropriately qualified person or authority nominated by Milliken.

NB This dimensional stability warranty does not apply to sheet carpet products.

ANTI-STATIC WARRANTY

Subject to terms and conditions below, Milliken warrants that:

- The carpet will not generate static shock greater than 3.5 kilovolts within 20 (twenty) years. This warranty does not apply to products installed in mainframe computer rooms.

K-SOL MODULAR CARPET. As exception to the fifteen-year warranty above and subject to the Terms and Conditions below,
Milliken's K- SOL collection of modular carpet provides only a 7 (seven) year warranty on Wear, Castor Chair, Dimensional Stability and Anti-Static.

BOND STRENGTH OF TRACTIONBACK® & TRACTIONBACK® PLUS MODULAR CARPET

Subject to terms and conditions below, 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, provided that the subfloor is kept clean from dust, oil, wax or any other foreign matter.

OBEX ENTRANCE FLOORING

Subject to terms and conditions below, Milliken warrants that: OBEX entrance flooring will lose no more than 15% of its face fibre within 5 (five years).

SCHEDULE - WARRANTY TERMS AND CONDITIONS

1. 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. These Warranty Terms and Conditions and related warranties do not apply to non-commercial installations. Where Purchaser is a "consumer" for the purposes of the Australian Consumer Law (contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Australian Consumer Law")) or the New Zealand Consumer Law (as contained in the Consumer Guarantees Act 1993 ("New Zealand Consumer Law")), the statutory guarantees in Division 1 of Part 3-2 of the Australian Consumer Law or the statutory guarantees in the New Zealand Consumer Law will apply to Milliken's supply of goods to the Customer, in place of clauses 2 and 8 of these Warranty Terms & Conditions.

2. 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.

3. 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 when the floor is level and planar and the carpet is 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.

4. Damage caused by:
   - improper installation, improper use, improper or abnormal treatment or the use of improper cleaning agents
   - burns, tears, pulls, cuts, pilling, shedding, matting, crushing
   - pets
   - flood damage
   - are not manufacturing defects and are excluded from Milliken's warranty protection.

5. Additionally, these warranties do not cover damage caused by force majeure events outside the control of Milliken (including but not limited to fire, flood, earthquake or other natural disaster) nor 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;
   - damage caused by exposure to substances or contaminants which degrade or destroy colour in carpet
   - damage caused by use of inappropriate maintenance and cleaning methods
   - damage caused by sharp objects and the like
   - damage caused by carpet placed in areas where extreme point loads are sustained for prolonged periods of time, such as but not limited to damage caused by "stiletto" type high-heeled shoes and abnormal localised usage patterns
   - damage caused by the installer or the workmanship of the installer; and
   - 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 traffic lane, wear or abrasion and other similar properties are not defects and such properties are not warranted.

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

7. For carpet cleaning, the minimum requirements are as detailed in the latest version of carpet cleaning standard AS/NZS 3733.

8. To the extent permitted by law, 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 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) labour, (ii) the movement of electrical wiring or outlets, (iii) the removal of furniture, partitions, temporary walls and the like which are located on, above, or around the carpet installation, or (iv) 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.

9. Where Purchaser is a "consumer" for the purposes of the Australian Consumer Law, or the New Zealand Consumer Law, to the extent permitted by law, the liability of Milliken to the Customer for any non-compliance with a statutory guarantee or loss or damage arising out of or in connection with the supply of goods under this contract or any breach by Milliken of this contract however arising (including negligence) is limited to:
   - the replacement of the goods or the supply of replacement goods,
   - the repair of the goods,
   - the payment of the cost of replacing the goods or of acquiring replacement goods, or
   - the payment of the cost of having the goods repaired. This clause, or any other provisions of these Warranty Terms & Conditions limiting or excluding the liability of Milliken, is not intended to have the effect of excluding, restricting or modifying: the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law, or any of the provisions of the New Zealand Consumer Law, (ii) the exercise of a right conferred by such a provision, (iii) any liability of Milliken in relation to a failure to comply with a statutory guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law, or under the New Zealand Consumer Law, to a supply of goods or services.

     Warranty coverage is limited to the original purchaser of the carpet (which includes anyone purchasing carpet through a dealer) and is transferable to the owner for the time being of the building in which the carpet is installed. Milliken requires the original sales receipt or other documentation as proof of warranty coverage.

OBLIGATIONS OF PURCHASER-OWNER:

- Purchaser/Owner must submit notice of all claims under this warranty within the warranty period and comply with any other obligations under the warranty.
- Claims must be submitted in writing and delivered to Milliken at 171 Briens Rd, Northmead NSW 2152. Or Email millikenanzcs@milliken.com
- All areas in which carpet is to be replaced must be cleared of all furnishings and other items or materials that had been installed over the affected 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 carpet.