

Milliken LVT Moisture XT Adhesive

This warranty is subject to the Warranty Terms and Conditions provided at the end of this document and applies only to the Milliken LVT Moisture XT Adhesive sold by Milliken in North America for use with resilient flooring.

LIMITED WARRANTY:

Milliken warrants that the Milliken LVT Moisture XT Adhesive, when used in conjunction with Milliken resilient flooring*, will form a permanent bond over properly prepared substrates, with or without intact under-slab vapor barriers, for a period of 15 years. This warranty is subject to meeting the following conditions for concrete substrates, in addition to those exclusions and limitations set forth in the Warranty Terms and Conditions further below:

- a. New concrete shall be properly installed according to ACI 302-2001, cured, and dried prior to the installation of floor covering for **at least 45 days**.
 - i. No water is visible on the surface.
 - ii. Curing agents, surface hardeners and other membranes or compounds shall be mechanically removed immediately after initial cure to allow the slab to properly dry before installation.
- b. For existing concrete, no moisture testing is required, but the concrete must be visibly dry.
- c. The concrete must be clean, smooth and flat to within 1/8" (3.2mm) in 10 feet (ASTM E1155 Face Floor Profile Rating of F50) by use of mechanical grinding or shot/bead-blasting techniques and applicable underlayment.
- d. Surface must be porous (pass ASTM F3191 porosity test).
- e. When patching or leveling is needed, it must be done with moisture resistant patching and self-leveling compounds per that manufacturer's recommendation.
- f. No hydrostatic pressure, whether concrete slab is above, on, or below grade
- g. Subfloor must be concrete when adhesive is used as a moisture vapor barrier.

The product may be used over other approved substrate materials for acoustical benefits. See the product specification sheet for more details. In order for the warranty to apply to such uses, the substrate must be prepared according to installation and other instructions applicable for that particular substrate.

Purchaser is required to maintain written and photographic documentation of floor cleaning, preparation, patching, and leveling before installation of resilient flooring.

All Milliken resilient flooring comes with additional warranties. See www.millikenfloors.com to learn more.

** Other resilient flooring may be qualified. Contact Milliken at the number below for information on cost for qualification.*

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WARRANTY TERMS AND CONDITIONS:

The following terms and conditions (the “Warranty Terms and Conditions”) apply to the warranty made by Milliken & Company (“Milliken”) for Milliken LVT Moisture XT Adhesive for use with Milliken resilient flooring. These Warranty Terms and Conditions and related warranty do not apply to non-commercial installations.

The warranty provided herein is 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. This warranty is subject to the limitations and exclusions set forth in these Warranty Terms and Conditions and in the individual warranty. The warranty only applies to use of the Milliken LVT Moisture XT Adhesive product in resilient flooring installations when substrate preparation, patch application, adhesive application and resilient flooring installation have all been performed in accordance with the requirements and instructions set forth on the product label, the product specification sheet, Milliken’s then current published instructions for installation of resilient flooring (which are specific for each resilient product) (collectively, the “Documentation”) which can be found at www.millikenfloors.com or by contacting your Milliken Sales Representative or Milliken Quality Assurance at the number below. Furthermore, the resilient flooring installation must be in an indoor commercial environment. The warranty shall not apply (i) to installations on substrates that were not prepared as instructed in the Documentation; (ii) to substrates that are not free of silicate penetrating curing compounds and other topical or integral treatments that violate ASTM F710; (iii) to installations over substrates where hydrostatic pressure exists; (iv) where the claimant does not have written and photographic documentation of the floor cleaning, preparation, leveling and patching process conducted prior to the installation; (v) to installation failures due to outside sources of water; (vi) to installations taken up or replaced prior to inspection by authorized Milliken personnel; (vii) to installations with chemically cleaned substrates, where improper cleaning methods have been used, or where adhesive removers have been applied; (viii) to installations using incompatible curing compounds, mold release agents, patching and leveling compounds; (x) to damage caused by expansion joints or other structural areas; (xi) to structural failure, seismic action, discoloration, caustic solutions entering the system topically through joints; or (xii) where the adhesive product was allowed to freeze prior to use. In no event shall Milliken be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise.

The substrate must be visibly dry for both newly poured and existing on, below and above grade slabs. This warranty does not include responsibility for effects to the applied floor coverings due to exposure to conditions for which they were not designed or for improper installation of the floor covering material, defective floor covering material or problems associated with substrate preparation or imperfections, improper maintenance, differences in color between flooring products and samples or photographs, failure of the flooring to adhere to the substrate due to hydrostatic pressure from the substrate, or inappropriate end-user activities. For the warranty to be valid, the adhesive product should be used only for the purposes stated on the product description and be used within one year of the date of manufacture and be applied in accordance with the product application instructions. Any other products used in conjunction with the adhesive product are required to be certified compatible.

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 a breach of warranty shall be the repair or replacement of the affected area and, if required, the resilient flooring in the affected area, as determined by Milliken in its sole discretion. The selected remedy shall reflect the previous usage of the resilient flooring 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 resilient flooring is replaced as part of the remedy, the replacement will be made with a current, comparable Milliken resilient flooring.

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Warranty coverage is limited to the original purchaser of the adhesive product (which includes anyone purchasing 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 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 at 1-800-528-8453 (Option 2 @ 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); 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 installation.

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