

Milliken Barrier Coating Warranty

This warranty is subject to the Warranty Terms and Conditions provided at the end of this document and applies only to Milliken commercial modular carpet with and without TractionBack® Plus connectors (“TractionBack® Plus”), and Milliken FlexForm 5.0mm LVT. Each Milliken product must be installed with applicable Milliken adhesive (Milliken Non-Reactive Standard for carpet, Milliken LVT Moisture XT adhesive for LVT) in conjunction with Milliken Barrier Coating sold by Milliken.

LIMITED WARRANTY:

Milliken warrants that applicable Milliken floor covering products (flooring & adhesive) installed with a Milliken Barrier Coating will form a bond that provides tack and resistance to lateral movement for the Lifetime of the original flooring installation. This warranty is subject to meeting the following conditions for the applicable slab type:

- For a renovation on a chemically abated concrete floor.
- Milliken’s Installation Instructions - Addendum - “Milliken’s Barrier Coating for Installation of Milliken Modular Carpet and Milliken Resilient Flooring on Chemically abated Concrete must be followed.

The substrate must be a visibly dry concrete slab. If the slab is experiencing hydrostatic pressure, or the slab surface is visibly wet, the slab should be treated by some other method and may not be covered by this warranty. If you experience any of these issues, please contact Milliken Technical Services prior to proceeding.

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 Barrier Coating. 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 Milliken Barrier Coating in installations when bond testing, substrate preparation, modular carpet and or resilient flooring installation have all been performed in accordance with the product specification sheet, Milliken’s then current published installation instructions addendum for Milliken’s Barrier Coating for installation of Milliken Modular Carpet and Milliken Resilient Flooring over Chemically abated concrete and the then current Carpet and Rug Institute publication CRI 104 (collectively, the “Documentation”). Furthermore, the carpet 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 installations over substrates where hydrostatic pressure exists; (iii) to installation failures due to outside sources of water; (iv) to failure of leveling or patch compounds of any kind; (v) to damage caused by expansion joints or other structural areas; or (vi) to structural failure, seismic action, discoloration, caustic solutions entering the

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system topically through joints. In no event shall Milliken be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability, or otherwise.

Purchaser is required to maintain written and photographic documentation of bond testing and any corrective action required. Milliken authorized personnel should inspect prior to removal or replacement of any installation associated with a potential warranty claim. Any installation problems or claims associated with the use of any type of underlayment product should be directed to the underlayment manufacturer or to those responsible for its application.

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 tabs and/or the carpet tile 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 Milliken modular carpet or Milliken LVT is replaced as part of the remedy, the replacement will be made with a current, comparable Milliken modular carpet or LVT.

Warranty coverage is limited to the original purchaser of the modular carpet/resilient flooring installed with Milliken Barrier Coating (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.

"Lifetime" is defined as the period of time that the original purchaser of the modular carpet and or resilient flooring installed with Milliken Barrier Coating and applicable Milliken adhesive chooses to keep the carpet and or resilient flooring on the floor at the original installation site. Lifetime Barrier Coating adhesive bond warranties only apply to Milliken modular carpet and/or Milliken FlexForm 5.0mm resilient flooring installed after July 17, 2011.

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); Email: 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 installation.

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