

Milliken Floor Covering

COMMERCIAL CARPET WARRANTY PACKAGE

Revised: 5/22/2007

These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to commercial carpet products sold by Milliken Floor Covering.

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 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®)

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.

ANTIMICROBIAL PROTECTION (AlphaSan®)

Milliken warrants that the AlphaSan antimicrobial agent will remain active during the Lifetime of the carpet. AlphaSan inhibits microbial activity that can contribute to deterioration in the carpet backing.

FLAMMABILITY

Milliken warrants that at the time of shipment the carpet will comply with the applicable provisions of the Federal Flammable Fabrics Act for carpet 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.

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ADDITIONAL WARRANTIES FOR MODULAR 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 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 WARRANTY:

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.

ENTRY BARRIER CARPET (FIRST APPEARANCES®)

Milliken warrants that the entry system products known as **FIRST APPEARANCES** will lose no more than ten percent (10%) of their face fiber by weight for five (5) years.

BLEACH RESISTANCE (ColorSeal®)

Milliken warrants that 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.

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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 commercial carpet sold by Milliken's Floor Covering Division. 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 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. 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 Sylvan Chemical Co., 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 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 Commercial Carpet. Milliken also recognizes **IICRC**-certified maintenance providers adhering to the **IICRC-S100** carpet cleaning standard as acceptable in fulfilling this requirement, with the exception of use of spin bonnet carpet cleaning which is NOT acceptable.

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.

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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 February 1, 2005. For carpet invoiced prior to February 1, 2005 the warranties then in effect apply.*

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 or materials that had been installed over the affected carpet at Purchaser/Owner's expense.
4. 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 number: 1-800-528-8453 (Option 2 @ prompt for Quality Assurance)
E-mail: hospitalitycontractqafax@milliken.com
Toll Free Fax Number: 1-866-503-6815

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.