

# Warranties

These warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to commercial broadloom carpet products sold by Milliken. Details about the test methods supporting these warranties are available upon request.

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## WARRANTIES APPLICABLE TO ALL MILLIKEN COMMERCIAL BROADLOOM PRODUCTS:

### WEAR

Carpet will not wear more than 10% of its face fiber for a period of ten (10) years from the original purchase date; however, this warranty does not apply to carpet installed on stairs.

### STATIC GENERATION

Carpet will not produce static discharges in excess of 3.5 kilovolts for a period of ten (10) years from the date of original purchase.

### MATTING AND CRUSHING

Carpet will resist matting and crushing for a period of five (5) years from the date of original purchase with a minimum texture rating of 3.0. The use of chair pads is recommended under rolling casters.

### 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.

### COLORFASTNESS

All carpet and carpet tiles meet or exceed colorfastness standards with a minimum rating of 4 (AATCC 16-E-1971 & AATCC 165). This warranty is valid for a period of ten (10) years.

### DELAMINATION OF BACKING

Carpet is guaranteed not to delaminate for ten (10) years when a glue-down method of installation is properly used.

### EDGE RAVEL

Carpet is guaranteed not to edge ravel for a period of ten (10) years. Broadloom must be properly sealed with the appropriate seam sealer or this warranty will be invalid.

### TUFT BIND

The carpet will maintain its tuft bind integrity for a period of ten (10) years.

### ANTIMICROBIAL

All carpets is guaranteed to meet or exceed standards of AATCC 174 (shows greater than 90% reduction in bacterial growth after 24 hours and no visible fungal activity after three days) for a period of ten (10) years. This warranty is only valid if antimicrobial treatment was specified by the customer.

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## **SPECIALTY PRODUCT LIMITED WARRANTIES:**

### **STAINING/SOILING RESISTANCE (StainSmart®)**

Milliken warrants that carpet which is treated with StainSmart will resist staining and soiling for a period of ten (10) 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 for a period of ten (10) years.

### **CUSHION RESILIENCY (Cushion-Loc™ backing)**

Milliken warrants that broadloom with Cushion-Loc™ backing will retain 90% of its cushion resilience for ten (10) years.

### **MOISTURE BARRIER (Moisture-Bloc™ backing)**

Milliken warrants that broadloom attached cushion carpet with PerformaBac 2 will provide a moisture barrier for ten (10) years.

### **MOISTURE PENETRATION (Moisture-Bloc™ backing)**

Milliken warrants that broadloom carpet manufactured with the Moisture-Bloc™ backing system passes the British Spill Test with no moisture penetration on date of shipment.

## **WARRANTY TERMS AND CONDITIONS:**

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The following terms and conditions (the "Warranty Terms and Conditions") apply to all warranties made by Milliken & Company ("Milliken") for commercial broadloom carpet sold by Milliken Design, Inc. 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 maintained and installed in accordance with Milliken's then current published instructions for installation, orientation, and maintenance (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 Milliken Design, 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.

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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<sup>®</sup> Textile and Carpet Care** service network as the best way to maintain and prolong the life of Milliken commercial 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 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.

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.

#### **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:

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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](mailto: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.

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