

# Milliken Residential: Resilient Flooring Limited Warranty for Residential Application

These limited warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to residential Resilient Flooring products sold by Milliken in North America installed or used in residential applications. These limited warranties are in lieu of all other express warranties. Details about the test methods supporting these warranties are available upon request.

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## WARRANTIES APPLICABLE TO ALL MILLIKEN RESIDENTIAL RESILIENT FLOORING:

Milliken Residential Resilient Flooring products must be installed by a professional flooring contractor for this warranty to apply. No exclusions or exceptions will be made to this clause.

### Manufacturing Defect Warranty

Milliken warrants that the Milliken Collection of Resilient Flooring will be free from manufacturing defects for a period of 1 (one) year from the date of purchase. Implied warranties are limited to the same duration. Some states do not allow limitations on how long an implied warranty lasts, so the preceding limitation may not apply to you.

### Wear Warranty

Milliken warrants that the installed product will not wear through to the printed film layer for a period of time as defined below. "Wear through" is defined herein that the wear layer is sufficiently depleted so that the printed film layer is damaged or affected.

Product	Thickness	Wear Layer	Protective coating	Warranty Period
FLEXFORM	2.0mm	12ml	Proguard	Residential - Lifetime
FLEXFORM	2.5mm	22ml	Proguard	Residential - Lifetime
FLEXFORM	2.5mm	22ml	Proguard	Residential - Lifetime
FLEXFORM	5.0mm	22ml	Proguard Max	Residential - Lifetime
FLEXFORM	5.0mm	22ml	Proguard	Residential - Lifetime
FLEXFORM SOUND	5.0mm	22ml	Proguard Max	Residential - Lifetime
RIGIDFORM	5.0mm	12ml	Proguard	Residential - Lifetime
RIGIDFORM	6.2mm	22ml	Proguard	Residential - Lifetime

- If refund of the original cost of the defective Resilient Flooring is chosen by Milliken as the appropriate remedy, Milliken will refund a percentage of the original cost depending on the amount

of time elapsed since the date of purchase according to the following schedule, subject to the applicable time period for each warranty:

- Within 1-2 years - 100%
  - Within 3-5 years - 70%
  - Within 5-20 years - 50 %.
  - 20+ years – up to 50%
- If replacement or repair is chosen by Milliken as the appropriate remedy, Milliken will pay the reasonable costs of professional labor within the approved labor charges put forth by Milliken, provided that the labor used to install the replacement flooring is performed according to Milliken guidelines and standard industry practices. Labor must also be provided by a certified professional flooring installer. Labor will be paid according to the following schedule, subject to the applicable time period for each warranty:
    - Within the first 2 years – 100% of labor for reinstall
    - Within years 3-5 – 70% of labor for reinstall
    - Greater than 6 years - labor is prorated based usage and

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## WARRANTY TERMS AND CONDITIONS:

Covered Parties. These limited warranties cover the initial purchaser (“you”), and are not transferable. For the limited warranties for residential resilient flooring to apply, you must be a resident of the U.S.A., a “consumer” as defined in 15 USC § 2301 and be the owner-occupier of the residence in which the resilient flooring is installed. *Timeshare dwellings, motor homes (RVs), rental properties and houseboats are specifically excluded.*

The following terms and conditions (the 'Warranty Terms and Conditions) apply to all warranties made by Milliken & Company ("Milliken") for resilient flooring products. These Warranty Terms and Conditions and related warranties do not apply to commercial applications.

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 resilient flooring product installed in accordance with Milliken's then current published instructions for installation and orientation (which are specific for each resilient flooring product), installed in an indoor residential environment and properly maintained in accordance with current, published Milliken specifications. These warranties shall not apply to resilient flooring product 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 the resilient flooring product, or damage or issues arising out of the following situations:

- Installed with obvious manufacturing defects.
- Products that have not been properly acclimated according to the Milliken Installation Guidelines.
- Improper installation or product not professionally installed according to currently published Milliken installation guidelines and accepted industry practices.
- Improper trowel used during installation. Workmanship errors should be addressed to the contractor who installed the floor.
- Flooring installed in areas not intended for resilient plank or tile.
- Improper maintenance; dulled by soaps, detergents, harsh chemicals, finishes, one-step cleaners or wax.

- Damaged by narrow tipped heels, spiked shoes, burns, cigarette burns, cuts, scratches, gouges and indentations including damage from improper floor protectors and furniture rests.
- Stains, fading, discoloration or moisture problems due to use of rubber or rubber-backed mats.
- Staining caused by dyes tracked from carpet, fertilizers, coal, tar, driveway sealers, oil drippings or other similar materials; faded or discolored by sunlight or heat generation.
- Problems or damage due to moisture and/or alkalinity in sub floor; bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage.
- Installed over unstable (i.e., particleboard, chip wood, pressboard, lauan or similar products) or improperly prepared sub-floors, wet/cold floor and/or radiant-heated floor in excess of 85°F.
- Damage and or discoloration caused by thermal heat or ultraviolet heat sources.
- Different from samples or printed material in shade, color or embossing.
- Exposure to severe funneled foot traffic and/or heavy rolling loads.

Milliken is not responsible for any change or modification to the resilient flooring product 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 resilient flooring product. Service properties such as scratching, 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. For warranties with a "Lifetime" time period, Lifetime is defined as the period of time that the original purchaser of the resilient flooring product chooses to keep the resilient flooring product on the floor at the original installation site.

Your sole and exclusive remedy under these limited warranties for any and all losses or damages resulting from defective resilient flooring shall be the repair or replacement of the resilient flooring in the affected area, as determined by Milliken in its sole discretion, or, to the extent permitted by law, Milliken may elect to refund the purchase price of any defective product. The selected remedy shall reflect the previous usage of the resilient flooring. Milliken reserves the right to inspect any flooring and installation related to a claim made under this warranty. This shall be your sole remedy. If replacement is chosen by Milliken as the appropriate remedy, Milliken will pay the reasonable costs for such replacement unless otherwise specified in the applicable warranty. Replacement must be performed by Milliken or a Milliken-approved vendor. You must provide reasonable cooperation to facilitate Milliken's repair or replacement in the affected area. If any resilient flooring product is replaced as part of the remedy, the replacement will be made with a current, comparable Milliken resilient flooring product. Warranty coverage is limited to the original purchaser of the resilient flooring product (which includes anyone purchasing resilient flooring product 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.

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL MILLIKEN BE LIABLE TO YOU FOR (I) ANY LOST OR PROSPECTIVE PROFITS, (II) LOSSES OR DAMAGES ARISING FROM DELAY IN PERFORMANCE, OR FROM ATTEMPTS OR FAILURES TO CLEAN COVERED STAINS, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), OR (III) CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PURCHASE OR USE OF THE RESILIENT FLOORING OR RESULTING FROM THE BREACH OF THESE LIMITED WARRANTIES OR ANY IMPLIED WARRANTIES. MILLIKEN'S MAXIMUM AGGREGATE LIABILITY UNDER THESE LIMITED WARRANTIES SHALL BE THE AMOUNT YOU PAID FOR THE RESILIENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### OBLIGATIONS OF PURCHASER-OWNER:

1. Purchaser/ Owner must submit notice of all claims under this warranty within a reasonable period of time after the discovery of the alleged defect giving rise to the claim and within the warranty period. Visual defects must be reported in months from the date of purchase.

2. Claims must be submitted in writing to Milliken Quality Assurance at [carpetclaims@milliken.com](mailto:carpetclaims@milliken.com) or to a Milliken Quality Assurance representative by phone at 1-800-528-8453 (Option 2 at 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 at prompt for Quality Assurance); E-mail: [carpetclaims@milliken.com](mailto: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 resilient flooring product. After Milliken has confirmed that the product is covered under these limited warranties, Milliken, as set forth in the term and conditions above, will repair or replace the product (or refund the purchase price) and pay for return shipping to you (as applicable).

**STATE LAWS.** These limited warranties give you specific legal rights, and you may also have other rights which vary from state to state.