

Mainstreet Tile &  
Residential Panel  
Warranties

Milliken™

## Limited Warranties

These limited warranties are subject to the Warranty Terms and Conditions provided at the end of this document and apply only to the residential modular carpet products listed below. These limited warranties are in lieu of all other express warranties.

## Limited Warranties Applicable to Studio and Resista® Modular Carpet

### 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.

### 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.

### CUSHION RESILIENCY

Milliken warrants that the carpet with attached cushion will retain 90% of its cushion resilience during the Lifetime of the carpet.

### DIMENSIONAL STABILITY

Milliken warrants that the carpet will maintain its dimensional stability during the Lifetime of the carpet.

### FLOOR RELEASE

Milliken warrants that the initial installation of the carpet will release from the floor during the Lifetime of the carpet.

### MOISTURE RESISTANCE

Milliken warrants that the carpet will resist moisture penetration during the Lifetime of the carpet. This warranty does not include moisture penetration at the seams of modular carpet.

### MANUFACTURING DEFECTS

Milliken warrants that new carpet shall be free from defects in workmanship or material for a period of two years from the date of purchase of the carpet. 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.

### 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 years.

Note: Resista® is a registered trademark of CCA Global Partners, Inc.

## Limited Warranties Applicable to Legato® Modular Carpet

The duration of each warranty varies by style, as indicated immediately below the warranty. Touch and Embrace styles are not warranted for commercial use and installation in a commercial environment voids all warranties.

### FACE FIBER WEAR

Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight during the period specified below for each different style. If the carpet is installed on stairs, this warranty will be limited to five years.

FUSE: Lifetime                      TOUCH: 10 Years                      EMBRACE: 10 Years

### STAINING RESISTANCE

Milliken warrants that the surface pile of carpet which is treated with MilliGuard® will resist staining during the period specified below for each different style.

FUSE: 20 Years                      TOUCH: 10 Years                      EMBRACE: 10 Years

### NO MAT AND NO CRUSH

Milliken warrants that carpet will not mat or crush from normal foot traffic as a result of the yarn tuft unraveling or losing twist during the period specified below for each different style.

FUSE: 10 Years                      TOUCH: None                      EMBRACE: 5 Years

### ANTISTATIC

Milliken warrants that the carpet will not generate static shock greater than 5.0 kilovolts during the Lifetime of the carpet.

### MANUFACTURING DEFECTS

Milliken warrants that new carpet shall be free from defects in workmanship or material for a period of two years from the date of purchase of the carpet. 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.

### 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 years.

## Warranty Terms and Conditions

### COVERED PARTIES

These limited warranties cover the initial purchaser (“you”), and are not transferable. For the limited warranties to apply to modular carpet installed in residential applications, 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 carpet is installed.

### DURATION OF COVERAGE

The duration of coverage is set forth in each of the different warranties provided above and only applies to carpet purchased on or after May 01, 2013. The period of coverage is measured from the date you purchased the carpet. Milliken requires the original sales receipt or other documentation as proof of warranty coverage and the date of purchase. For warranties provided for the Lifetime of the carpet, “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. If Milliken replaces your carpet under any of these limited warranties, the remaining portion of the warranty period will be based on your original purchase date. The limited warranties only apply to the original installation of the carpet and the limited warranties are null and void if the carpet is removed from the original installation site.

### EXCLUSIVE REMEDY

Your sole and exclusive remedy under these limited warranties 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, or, to the extent permitted by law, Milliken may elect to refund the purchase price of any defective product. 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, baseboards and the like which are located on, above, or around the carpet installation, or (iii) shipping or handling. These additional expenses shall be borne by you. If the carpet you originally purchased is not available, replacement will be made with a current, comparable Milliken carpet. This is your sole and exclusive remedy under these limited warranties.

### EXCLUSIONS

The warranties do not cover carpet that is (i) not installed in accordance with Milliken’s then current published instructions for installation and orientation (which are specific for each carpet product); (ii) not installed in an indoor environment; or (iii) not properly maintained (including routine professional cleaning) in accordance with current, published Milliken specifications and meeting The Carpet and Rugs Institute’s effective deep-extraction method of cleaning (see [www.carpet-rug.org](http://www.carpet-rug.org)). 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, (iv) damage caused by, sharp objects and the like; (v) damage caused by the installer or the workmanship of the installer; (vi) damage or staining caused by human or non-urine pet stains, (v) damage or color change caused by grease, mud, asphalt, tar, paints, ink, rust, blood, cement, urine, feces, vomit, burns, pets, tears, cuts, pulls, shading or pile reversal fading, furniture depressions or athletic equipment, (vi) damage arising from the condition of the sub-floor (i.e. undue moisture), or (vii) damage from casualty events, including but not limited to smoke, fire, storm, flood, or other natural disasters or acts of God. 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.

#### **COOPERATION**

Any claims under the warranties may require 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 defective. Additionally, you must provide Milliken all reasonably requested assistance and cooperation in evaluating your claim, including making the installation site available for inspection by Milliken or any third party designee of Milliken. Details about the test methods supporting these warranties are available from Milliken upon request.

#### **LIMITATION**

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 CARPET 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 CARPET. 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.

#### **FILING CLAIMS**

If you believe that your carpet is covered by one or more of the limited warranties and wish to make a claim, call 800-241-8666. You must provide proof of your purchase and installation by submission of the original sales receipt or other documentation acceptable to Milliken. Proof of professional cleaning may also be required in some circumstances. You will not be reimbursed

for any professional cleaning as part of any claim under these limited warranties. You may be required to submit a sample of the carpet for evaluation by Milliken. After Milliken has confirmed that the product is covered under these limited warranties, Milliken will repair or replace the product (or refund the purchase price) and pay for return shipping to you.

#### **STATE LAWS**

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

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