

# Limited Warranties

These limited warranties are subject to the Warranty Terms and Conditions provided at the end of this document. These limited warranties are in lieu of all other express warranties.

## RESIDENTIAL CARPETS

The limited warranties provided in this Residential Carpets section apply to the following collections of carpets when installed indoor and used for residential use only: Imagine I™, Imagine II™, Imagine II™ Design for Business™/Framework™, Imagine III™, Imagine IV™, Imagine Figurative™, Imagine Figurative™ Design for Business™/Framework™, Design for Business™ Framework™, Design for Business™ Foundations™, MV200™, MV300™, MV Figurative™, Classic Harmony™, Ansley™, Camo™, Design Traditions™, Live Oak™, My Team®️, Pattern Mates®, Modern Touch™ and Grand Elegance®️. No warranties provided in this section apply to carpets installed in or used in commercial settings.

Manufacturing Warranty. Milliken warrants that your new residential 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.

Select Additional Warranties. For certain styles within certain residential carpet collections, Milliken provides additional, specific warranties, as are noted below by carpet collection:

**Collection: IMAGINE I** Abrasive Wear. Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight for a period of ten years from the date of purchase of the carpet. This warranty does not apply to carpet installed on stairs.

**Styles: Concerto, Nature's Weave, and Twisted Braid** Texture Retention. Milliken warrants that the surface pile of your carpet when installed in accordance with the installation instructions and over carpet cushion meeting the standards described in the installation instructions will not, under normal residential use, show a significant loss of carpet pile texture from the carpet tufts, bursting, blooming, opening or losing their twists, as measured against the Carpet & Rug Institute Standard 20-GP-23M, for a period of ten years from the date of purchase of the carpet.

Antistatic. Milliken warrants that the carpet will not generate static greater than 5.0 kilovolts as measured by the AATCC Test 134 for a period of ten years from the date of purchase of the carpet.

Stain Resistance. Milliken warrants that the surface pile of the carpet will resist food and beverage or pet urine stains that occur during normal residential use for a period of seven years from the date of purchase of the carpet.

Soil Resistance. Milliken warrants that the carpet will not have a noticeable color change due to deposits of dry soil as a result of foot traffic from normal, indoor residential use for a period of seven years from the date of purchase of the carpet.

**Collection: MV300** Abrasive Wear. Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight for a period of five years from the date of purchase of the carpet. This warranty does not apply to carpet installed on stairs.

**All styles** Antistatic. Milliken warrants that the carpet will not generate static greater than 5.0 kilovolts as measured by the AATCC Test 134 for the Lifetime of your carpet.

Stain Resistance. Milliken warrants that the surface pile of the carpet will resist food and beverage or pet urine stains that occur during normal residential use for a period of five years from the date of purchase of the carpet.

Soil Resistance. Milliken warrants that the carpet will not have a noticeable color change due to deposits of dry soil as a result of foot traffic from normal, indoor household use for a period of five years from the date of purchase of the carpet.

## COMMERCIAL CARPETS

The limited warranties provided in this section apply to the following collections of carpets when installed indoor and used for commercial uses only: Imagine II™ Design for Business™/Framework™, Imagine Figurative™ Design for Business™/Framework™, Design for Business™ Framework™, Design for Business™ Foundation™, Classic Harmony™, and Studio™. No warranties provided in this section apply to carpets installed in or used in residential settings. All implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are disclaimed and do not apply to any carpet when installed and used for commercial uses.

Manufacturing Warranty. Milliken warrants that your 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.

Select Additional Warranties. For certain carpet collections, Milliken provides additional, specific warranties, as are noted below by carpet collection:

**Imagine II Design for Business/Framework, Imagine Figurative Design for Business/Framework, Design for Business Framework, Design for Business Foundation, and Studio**

Abrasive Wear. Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight for a period of ten years from the date of purchase of the carpet. This warranty does not apply to carpet installed on stairs.

Antistatic. Milliken warrants that the carpet will not generate static greater than 5.0 kilovolts as measured by the AATCC Test 134 for a period of ten years from the date of purchase of the carpet.

**Imagine II Design for Business/Framework, Imagine Figurative Design for Business/Framework, Design for Business Foundation, Design for Business Framework, and Classic Harmony**

Stain Resistance. Milliken warrants that the surface pile of the carpet will resist food and beverage or pet urine stains that occur during normal use for a period of five years from the date of purchase of the carpet.

Soil Resistance. Milliken warrants that the carpet will not have a noticeable color change due to deposits of dry soil as a result of foot traffic from normal, indoor use for a period of five years from the date of purchase of the carpet.

**Design for Business Foundation, Design for Business Framework, and Studio**

Texture Retention. Milliken warrants that the surface pile of your carpet when installed in accordance with the installation instructions and over carpet cushion meeting the standards described in the installation instructions will not, under normal use, show a significant loss of carpet pile texture from the carpet tufts, bursting, blooming, opening or losing their twists, as measured against the Carpet & Rug Institute Standard 20-GP-23M, for a period of ten years from the date of purchase of the carpet.

**Classic Harmony**

Abrasive Wear. Milliken warrants that the carpet will lose no more than ten percent (10%) of its face fiber by weight for a period of five years from the date of purchase of the carpet. This warranty does not apply to carpet installed on stairs.

Antistatic. Milliken warrants that the carpet will not generate static greater than 5.0 kilovolts as measured by the AATCC Test 134 for a period of five years from the date of purchase of the carpet.

## Warranty Terms and Conditions

**Covered Parties.** These limited warranties cover the initial purchaser (“you”), and are not transferable. For the limited warranties for residential carpet 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 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 February 1, 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 provide 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.



**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 PUNATIVE 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.

**Potential Additional Warranties.** In the event the carpet you purchased is a Stainmaster® carpet, additional warranties may be available from Invista. Please reference the Limited Warranties - Stainmaster® carpet brochure ("Stainmaster® Limited Warranties") provided to you by the retailer when you purchased the carpet, or see [www.stainmaster.com](http://www.stainmaster.com). Invista is unaffiliated with Milliken and any and all claims related to the Stainmaster® Limited Warranties must be directed to and handled through Invista. Milliken has no responsibility for or authority to handle Stainmaster® Limited Warranties claims. Stainmaster® and Invista are trademarks of Invista.

The logo for Milliken, featuring the word "Milliken" in a blue, cursive script font.