

LUXURY VINYL TILE Commercial Product Warranty

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

General Terms

The limited warranties, as defined below, apply when your Milliken Luxury Vinyl Tile (LVT) flooring is installed in a commercial area (regardless of commercial use designation) and is professionally installed by a certified flooring contractor. No exclusions or exceptions will be made to this clause.

Manufacturing Defect Warranty

Milliken warrants that the Milliken Collection of Luxury Vinyl Tiles will be free from manufacturing defects for a period of one (1) year from the date of purchase. If such defect occurs, upon verification of the defect by Milliken, Milliken, at its sole discretion, will repair or replace the affected area of installed flooring.

Wear Warranty

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

The standard general terms, exclusions and limitations expressed elsewhere in this warranty document also apply.

WARRANTY TERMS AND CONDITIONS

- These Warranty Terms and Conditions and related warranties do not apply to noncommercial installations
- Your sole and exclusive remedy under these limited warranties for any and all losses or damages resulting from defective LVT shall be the repair or replacement of the LVT in the affected area, as determined by Milliken in its sole discretion.

- Milliken requires the original sales receipt or other documentation as proof of warranty coverage and the date of purchase.
- If replacement is chosen by Milliken as the appropriate remedy, Milliken will supply new material of the same color, design, and grade, if available; if unavailable or discontinued, Milliken reserves the right to select and supply similar Milliken materials.
- In the event of repair or replacement under this warranty, Milliken will pay the reasonable costs of professional labor associated with such repair or replacement according to the schedule in **Table A**. Repair or replacement must be performed by a certified flooring contractor. Milliken's obligation hereunder shall not include payment of any indirect costs or incidental or consequential damages arising from replacement or repair. Purchaser must provide reasonable cooperation to facilitate the repair or replacement in the affected area.

This warranty does not cover or apply to LVT:

- installed with obvious manufacturing defects.
- not properly acclimated according to the Milliken Installation Guidelines.
- improperly installed or not professionally installed according to currently published Milliken Installation Guidelines and accepted industry practices.
- where an improper trowel was used during installation. Workmanship errors should be addressed to the contractor who installed the floor.
- installed in areas not intended for solid vinyl plank or tile.
- damaged by improper maintenance; dulled by soaps, detergents, harsh chemicals, dressings, one-step cleaners or wax.
- damaged from accidents, casualty events, abuse or improper usage. Accidents, abuse and improper usage include, but are not limited to, damage caused by narrow tipped heels, burns, cigarette burns, cuts, scratches, gouges and indentations including damage from improper floor protectors and furniture rests.
- containing 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.
- damaged due to moisture and/or alkalinity in sub floor; discoloration or bond release from hydrostatic pressure or excessive moisture caused by flooding, plumbing and appliance leaks and water leakage.
- installed over unstable (installed over particleboard, chip wood or pressboard) or improperly prepared sub-floors, wet/cold floor and/or radiant-heated floor in excess of 85°F.
- different from samples or printed material in shade, color or embossing.

Other limitations

- 1. This warranty is not transferable.
- 2. Visual defects must be reported within 3 months from the date of purchase.
- 3. This warranty only covers LVT that has been properly installed by a certified flooring contractor and properly maintained.
- 4. In no event will Milliken be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability or otherwise. Milliken's maximum aggregate liability under these limited warranties shall be the amount you paid for the LVT.
- 5. Milliken will not pay for the loss of time, inconvenience or other incidental or consequential expenses or damages associated with repair or replacement of the LVT under this warranty.
- 6. Milliken reserves the right to inspect any flooring and installation related to a claim made under this warranty.
- 7. Milliken reserves the right of final judgment and may refuse claims in certain instances.
- 8. Milliken reserves the right to modify or withdraw the warranty at any time.
- 9. No representative, employee, or agent of Milliken is authorized to modify or change the warranty statements made in this document.
- 10. THE WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Claim Filing

OBLIGATIONS OF PURCHASER-OWNER:

- 1. Purchaser/Owner must submit notice of all claims under this warranty within a reasonable time after discovery of the alleged defect giving rise to the claim and within the warranty period.
- 2. Claims must be submitted in writing to Milliken Quality Assurance at 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; 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 LVT.

Table A

Year	Manufacturing Defects	Wear	Labor %
1	100%	100%	100%
2	N/A	100%	100%
3	N/A	100%	100%
4	N/A	100%	75%
5	N/A	100%	75%
6	N/A	100%	75%
7	N/A	100%	50%
8	N/A	100%	50%
9	N/A	100%	50%
10	N/A	100%	50%
11	N/A	100%	25%
12	N/A	100%	25%
13 - 15	N/A	100%	20%