

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. No warranties provided in this document apply to carpets installed in or used in commercial settings.

Residential Broadloom Carpets

MANUFACTURING WARRANTY

Milliken warrants that your new residential broadloom 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.

ABRASIVE 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 is limited to 5 years. A claim against this warranty requires the submittal of a sample (one square yard minimum) of unused attic stock and like-size piece of carpet from the area that is believed to be worn beyond the terms of this warranty. These sample will be submitted to an independent testing lab for verification.

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 StainSmart® carpet will resist penetrating stains from food and beverage or pet urine stains that occur during normal, indoor household use for the Lifetime of your carpet.

SOIL RESISTANCE

Milliken warrants that StainSmart® carpet will resist soiling due to deposits of dry soil as a result of foot traffic from normal, indoor household use for the Lifetime of your carpet.

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 indoor household use, show a significant loss of carpet pile texture from the carpet tufts, bursting, blooming, opening, or losing their twists, as measured against ASTM D5252, for the Lifetime of the carpet.

BROADLOOM CONVERSIONS TO AREA RUGS

If broadloom is purchased and converted to an area rug, the duration of the warranties for Abrasive Wear, Antistatic, Stain and Soil resistance from the date of purchase is 5 years. There are no warranties for manufacturing defects or texture retention.

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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 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 and to carpet purchased by the tenant in a rental dwelling. *Timeshare dwellings, motor homes (RVs), rental properties and houseboats are specifically excluded.*

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 *September 1, 2021*. For carpet purchased prior to September 1, 2021, the warranties then in effect apply. 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. The selected remedy shall reflect the previous usage of the carpet. 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 as set forth below) 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). 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, (vii) 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, (viii) damage arising from the condition of the sub-floor (i.e. undue moisture), or (ix) 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.

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To qualify for coverage under this limited warranty, you must have had hot water extraction, performed by a trained, qualified carpet care professional, at least every 18 months since the date of purchase of your carpet. (You must provide your receipts for proof of service.)

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 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 IMITATION 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, please follow the steps below. You must provide proof of your purchase and installation by submission of the original sales receipt or other documentation acceptable to Milliken. 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.

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.
2. Claims must be submitted in writing to Milliken Quality Assurance at carpetclaims2@milliken.com or to a Milliken Quality Assurance representative by phone at 1-800-241-8666 (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: 1-800-241-8666 (Option 2 @ prompt for Quality Assurance); E-mail: carpet claims2@milliken.com; or Toll-Free Fax Number: 1-800-237-4102.

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 carpet if applicable.

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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