

Residential Rug Warranties

Milliken™

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.

The following limited warranties apply to the following collections of rugs when used for residential use only: My Team[®], Black & White[™], Signature[™], Innovation[™], Milliken Design Center[™], Modern Times[™], Hillendale[™], Seasonal[™], Real Tree[®], Mossy Oak[®], and Top 30[™].

MANUFACTURING WARRANTY

Milliken warrants that your new residential rug shall be free from defects in workmanship or material for a period of two years from the date of purchase of the rug. 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 rug will lose no more than ten percent (10%) of its face fiber by weight for a period of two years from the date of purchase of the rug. This warranty does not apply to rugs installed on stairs.

ANTISTATIC

Milliken warrants that the rug will not generate static greater than 5.0 kilovolts as measured by the AATCC Test 134 for the Lifetime of the rug.

Real Tree[®] and Mossy Oak[®] are trademarks owned by others.

The following limited warranty applies to the following collections of rugs when used for residential use only: Pastiche[™], Kashmiran[™], and Mix & Mingle[™].

MANUFACTURING WARRANTY

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

As these are Stainmaster® rugs, additional warranties may be available from Invista. Please reference the Limited Warranties—Stainmaster® rug brochure (“Stainmaster® Limited Warranties”) provided to you by the retailer when you purchased the rug, or see 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.

Warranty Terms and Conditions

COVERED PARTIES

These limited warranties cover the initial purchaser (“you”), and are not transferable. 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 rug is used.

DURATION OF COVERAGE

The duration of coverage is set forth in each of the different warranties provided above and only applies to rugs purchased on or after September 1, 2013. The period of coverage is measured from the date you purchased the rug. 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 rug, “Lifetime” is defined as the period of time that the original purchaser of the rug chooses to keep the rug on the floor at the original residence. If Milliken replaces your rug under any of these limited warranties, the remaining portion of the warranty period will be based on your original purchase date.

EXCLUSIVE REMEDY

Your sole and exclusive remedy under these limited warranties for any and all losses or damages resulting from defective rug shall be the repair or replacement of the rug, 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 rug. 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 and the like which are located on, above, or around the rug, or (iii) shipping or handling. These additional expenses shall be borne by you. If the rug you originally purchased is not available, replacement will be made with a current, comparable Milliken rug. This is your sole and exclusive remedy under these limited warranties.

EXCLUSIONS

The warranties do not cover any rug that is (i) not used in an indoor environment; or (ii) not properly maintained (including routine professional cleaning) in accordance with current, published Milliken specifications and meeting The Rug and Rugs Institute’s effective deep-extraction method of cleaning (see www.rug-rug.org). These warranties shall not apply to any rug 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 rug, 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 rug; (iii) damage caused by use of inappropriate maintenance methods, (iv) damage caused by, sharp objects and the like; (v) damage or staining

caused by human or non-urine pet stains, (vi) 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, (vii) damage arising from the condition of the floor, floor covering or sub-floor (i.e. undue moisture), or (viii) 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 rug 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 rug.

COOPERATION

Any claims under the warranties may require the submittal of a photograph of the rug showing the defective portion or submission of the rug. Additionally, you must provide Milliken all reasonably requested assistance and cooperation in evaluating your claim.

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 RUG 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 RUG. 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 rug 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 photograph of the rug or the rug itself for evaluation by Milliken at your cost. After Milliken has confirmed that the rug is covered under these limited warranties, Milliken will repair or replace the rug (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.

Milliken™