

Eco-Flex Furniture Limited Warranty

Your new Eco-Flex Furniture product is covered by a Limited Warranty (the “Product Warranty”). This limited Product Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Products Covered By This Limited Product Warranty:

This limited Product Warranty extends to all products that are manufactured by Eco-Flex Furniture LLC (“Eco-Flex Furniture”) and purchased directly from Eco-Flex Furniture or any of its authorized retailers. The Product Warranty does not apply to products that have been abused or used in a business environment and/or for commercial purposes. The Product Warranty only applies to products used for normal residential purposes. The Product Warranty does not cover products sold in “distressed” or “as is” condition, products sold “second hand” or as “floor samples”, or any other form of reseller not authorized by Eco-Flex Furniture to sell our products.

To Whom This Warranty Extends:

The Eco-Flex Furniture Product Warranty is limited in that it is provided to you, the original purchaser and owner. All Eco-Flex Furniture warranties, including any implied warranties, are valid only for the period of time that the product is owned by the original purchaser of the Furniture. The “original purchaser,” for the purposes of this Product Warranty, is the first purchaser of the product from Eco-Flex Furniture. Please retain a copy of your receipt as proof of purchase. All Eco-Flex Furniture limited warranties are non-transferable.

Eco-Flex Furniture’s Limited Product Warranty and Responsibilities:

Eco-Flex Furniture warrants the product in its original packaging sold to you against manufacturing defects set forth below (“Defects”) for a period from the time your product is purchased by you as defined below, when the product is used normally for its intended purposes and without misuse, abuse, incorrect or inadequate installation, maintenance, cleaning or care.

Six Month/One Year Limited Warranty:

The length of the Product Warranty varies between six months to a one year limited warranty, depending on the Product. All product parts are under the Product Warranty to be free from manufacturing defects for six months or a one year time period, depending on the Product.

This Limited Product Warranty Does Not Cover the Following:

- Physical abuse, damage or alteration to the structure and/or material of the Product, including but not limited to, dents, nicks, stains or disassembly services; provided, that the defect is caused by such abuse or damage.
- Replacement of any non-defective pieces in the Product (for example, if you purchased a product with multiple components and only one component is defective, then we will only replace the defective component).
- Any Product (whether manufactured by Eco-Flex Furniture or not) sold by resellers who are not authorized retailers.

- Products sold in “distressed” or “as is” condition, products sold “second hand” or as “floor samples”, or any other similar wording indicating that the Furniture is not “new” or of “first quality”, or has previously been purchased or used by another consumer.

In the event of a Defect, Eco-Flex Furniture’s sole and exclusive liability and your sole remedy under this limited Product Warranty will be to provide a replacement part for the defective product part, subject to your fulfillment of “Your Responsibilities” below. Replacement parts may be provided in a finish different from the product you originally purchased, depending on finish availability at the time of replacement.

Your Responsibilities:

In the event of a Defect and in order to get the benefit of this limited Product Warranty, you must contact Eco-Flex Furniture and provide Eco-Flex Furniture with proof of the original date of purchase. Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited Product Warranty. Certain Defects may be repaired in your home with our authorization.

Eco-Flex Furniture will repair or replace (as applicable) your defective product’s part. Repairs may happen in your home or a third party repair center, at Eco-Flex Furniture’s sole discretion. Eco-Flex Furniture will pay for costs of shipping a replacement product part to you.

DISCLAIMER, LIMITATION ON LIABILITY

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PRODUCT IS PROVIDED “AS IS” AND THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED PRODUCT WARRANTY, IN NO EVENT WILL ECO-FLEX FURNITURE OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE FURNITURE OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF ECO-FLEX FURNITURE HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ECO-FLEX FURNITURE’S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE FURNITURE GIVING RISE TO SUCH LIABILITY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

ARBITRATION

In the event a dispute arises between you and Eco-Flex Furniture arising out of this Limited Product Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). More information about the AAA is located at www.adr.org, or you can call the AAA at 1-800-778-7879. You must seek arbitration for disputes arising out of this Limited Product Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act. If you choose to pursue any rights and remedies that are not created by Title I of the Magnuson Moss Warranty Act, then arbitration is not required.

Arbitration will take place in New York, New York.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. Each party will designate one arbitrator and the two designated arbitrators will select a third arbitrator, who will serve as the chair of the arbitration panel. If the two arbitrators cannot agree on the third arbitrator, then the AAA will appoint the third arbitrator. Barring extraordinary circumstances, the arbitrators will issue their decision within 120 days from the date the third arbitrator is selected by the two designated arbitrators or appointed by the AAA. The arbitrators may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrators’ award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators’ award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

Governing Law:

This limited Product Warranty will be governed by the laws of the State of New York.

Warrantor:

Eco-Flex Furniture LLC
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