

Limited Warranty

Acme Furniture Corporation (herein "Acme") warrants to the first party purchasing from Acme (herein the "reseller") that, for a period of one (1) year from the date of delivery by Acme to the reseller, Acme will, at its option repair, replace or refund the purchase price for any product provided by Acme that is defective in materials and workmanship.

The decision to repair, replace or refund the purchase price is the sole and absolute discretion of Acme. A photo of the item, copy of original purchase order/invoice and detailed description of a defect must be provided before the acceptance of any warranty claims.

In the event Acme elects to refund the purchase price, Acme, at its option, may require the original item to be returned to Acme or its authorized dealer or reseller prior to a refund being made. With respect to the remedy of repair or replacement, if identical materials or products are unavailable at the time of repair or replacement, Acme reserves the right to substitute materials or products of equal or better quality. The remedy provided herein is the sole and exclusive remedy of the reseller.

This warranty does not cover damage to Acme product that is not caused by a defect in materials or workmanship. Damage not covered by this warranty includes, but is not limited to, damage caused by normal wear and tear, misuse, abuse, improper storage, installation, accidents, improper or inadequate maintenance or cleaning, improper repair or alteration, trauma, fire, water damage, catastrophe or damage caused during transportation or shipping.

Any item repaired or replaced under this limited warranty will be covered by this limited warranty for the remainder of the original one-year warranty period only. This limited warranty shall not be extended as a result of such repair or replacement. The remedies under this warranty do not extend to any person or entity that purchases or rents the item in question from the reseller, but the remedies will remain available to the reseller for the entire warranty period.

WARRANTY LIMITATIONS, EXCLUSIONS AND DISCLAIMERS

ACME HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO REPRESENTATIVE OF ACME OR ANY OTHER PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES ON BEHALF OF ACME OR ANY CHANGES OR MODIFICATIONS TO THIS LIMITED WARRANTY.

IN NO EVENT WILL ACME BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT

LIMITATION, ANY OTHER LOSS, EXCEPT AS STATED HEREIN. IN NO EVENT SHALL ACME'S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE ITEM IN QUESTION.