

# One Year Limited Warranty

ACME Cone Company, LLC, (ACME), makes the following express limited Warranty for its products, subject to the stated conditions and limitations. ACME warrants all products manufactured by ACME Corporation will be free of any manufacturing defect for a period of **one year** from the date of sale by ACME or an ACME-authorized dealer. NO DISTRIBUTOR, DEALER OR REPRESENTATIVE HAS AUTHORITY TO MODIFY THIS LIMITED WARRANTY. This Limited Warranty is for the benefit of Buyer and end-User, and may not be transferred upon change of ownership after installation without ACME's written consent. The limitations of liability set forth herein apply to all sales and persons.

## Limitation of Warranty

FAILURE TO COMPLY WITH ACME INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER OR END-USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE. This Limited Warranty does not extend to products subjected to conditions not reasonably foreseeable by ACME. Buyer and End-User assume all risk of any such use. This Limited Warranty is the exclusive warranty for ACME products. NEITHER ACME NOR AN ACME-AUTHORIZED DEALER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. In such cases, NO IMPLIED WARRANTY SHALL EXTEND BEYOND THE PERIODS COVERED BY THIS EXPRESS WARRANTY.

## ACME is not responsible for and makes no warranty as to:

1. Repairs or modifications performed by anyone other than ACME or an ACME-authorized dealer;
2. Failure of any non-ACME products or materials;
3. Product failure due to:
  - a. Improper storage, handling, installation, finishing, use, modification or maintenance by Buyer or End-User;
  - b. Normal wear from product usage or age;
  - c. Non-factory-applied finishes, sealants or caulking;
  - d. Overexposure to heated vents or chimneys;
  - e. Natural disasters, including but not limited to Acts of God, fire, flood, earthquake, hurricane, hail, lightening, high winds or tornados;
  - f. Vandalism, acts of war, or civil disturbances;
  - g. Acid rain or other corrosive elements, including exposure to coastal weather conditions;
  - h. Overexposure to solvents, acids, bleaches, tar, petroleum or other harmful chemicals; or
  - i. Deterioration or failure of any building component, including but not limited to the roof, substrate, walls or mortar.
4. Products that have not been paid for in full.

## Limitation of Liability

This Limited Warranty sets forth the maximum liability of ACME or the ACME-authorized dealer for the products. IN NO EVENT SHALL ACME OR THE ACME-AUTHORIZED DEALER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION, OR USE OF ANY ACME PRODUCTS, including damage to buildings or contents of buildings on which ACME products are utilized. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to you.

## Submission of Claims

Within the warranty period, Buyer or End-User shall notify ACME in writing immediately, but in no case more than ninety (90) days after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Failure to timely notify ACME will bar claims otherwise covered by this Limited Warranty. All claims and other communications under this Limited Warranty must be made to ACME or the claimant's ACME-authorized dealer. Each claim must be in writing, briefly describing the defect, be accompanied by a proof of purchase and photograph of the defect and be received during the lifetime of the product. Within ninety (90) days of submission of the claim, ACME or its representatives will investigate and make a determination of the claim's validity. The claimant must provide to ACME or the ACME-authorized dealer other information and evidence reasonably required by ACME and, if requested, must permit inspection of the product by ACME or its representatives.

## Limitation of Remedy

If ACME is given notice of defect within 90 days from the date of discovery of the defect, ACME will, at its sole option: 1) replace the product; 2) furnish labor to repair any defective workmanship; or 3) refund the original purchase price of the defective item in question. Upon repair or replacement, the original remaining Limited Warranty period will continue in effect and be applicable to the repaired or replacement ACME product. THE EXCLUSIVE REMEDY OF BUYER OR END-USER, AND THE SOLE AND TOTAL LIABILITY OF ACME AND THE ACME-AUTHORIZED DEALER SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. Replacement products shall be a reasonably similar current product and may not exactly match the original. Where ACME chooses to repair or replace the product, the costs covered by this Limited Warranty do not include any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product. If ACME or an ACME-authorized dealer provides any of the remedies identified above, Buyer or End-User agrees this limitation of remedy shall not have failed of its essential purpose. ACME reserves the right to discontinue the model or models manufactured under this Limited Warranty, and reserves the right to make changes in specifications, materials and construction details. If an ACME product or any part covered by this Limited Warranty has been discontinued at the time of repair or replacement or if ACME determines, in its sole discretion, that repair or replacement is inappropriate, ACME will refund the original purchase price of the product. Except when ACME determines to repair or replace a defect, as expressly provided in this Limited Warranty, ACME SHALL NOT BE OBLIGATED OR LIABLE FOR LABOR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR OR REPLACEMENT.

## Entire Agreement

With the exception of a written statement signed by an authorized ACME representative, this Limited Warranty and all the terms contained herein constitutes the entire agreement between ACME/ACME-authorized dealer and Buyer/End-User. This Limited Warranty and all of its terms are made a part of any such written

agreement unless expressly excluded. By purchasing or using the product covered by this Limited Warranty, Buyer and End-User agree that they are not relying on any oral statements that in any way contradict this Limited Warranty.

### **Service and Repair**

ACME maintains service and repair facilities, and will make a list of such facilities available to Buyer throughout the duration of this Limited Warranty.

This Limited Warranty gives Buyer/End-User specific legal rights. Buyer/End-User may also have other rights, which vary from state to state.

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