

## ACME FAUCET LIFETIME LIMITED WARRANTY (Residential: Canada/U.S)

Acme Faucet Company, Ltd. ("we, us, our") warrants our faucets to *the original consumer owner* of the faucet ("you, your") to be free of defects in materials or workmanship for as long as you own the faucet and live in the residence in which the faucet is first installed. Neither this warranty nor any benefit under this warranty is transferable or available to a subsequent owner of the faucet.

### EXCEPTIONS TO OUR LIFETIME WARRANTY [These are examples, not recommendations]

The following faucets are not included in our Limited Lifetime Warranty but are warranted for the duration(s) stated below.

1. Electronic components (warranted for [three] years),
2. Hoses (warranted for one year),
3. Living finishes (no warranty)
4. (Anything else that is to have less than the lifetime warranty.)

### WHAT WE WILL DO TO FIX THE PROBLEM

In the event of a covered defect in the faucet, we will **FREE OF ANY COST** to you

1. Repair or replace any part, or component that proves to be defective, or
  - a. If the faucet cannot be economically repaired, replace the faucet with the same or a comparable faucet, or
  - b. If the same or a comparable model faucet is not available, make a reasonable monetary adjustment taking into account the age of the defective faucet; provided that
  - c. In no event will our liability exceed the price you paid for the faucet (including tax and shipping).
2. We will pay all shipping costs of returning a faucet to us for inspection (if we make that request) and of sending replacement parts, components, or faucets to you.
3. Replacement faucets, parts, or components assume the remaining duration set out in this warranty but not less than **thirty (30) sixty (60) ninety (90)** days from the date on which the replacements are shipped by us.

### LIMITATION ON THE DURATION OF IMPLIED WARRANTIES

The duration of implied warranties (including but not limited to those of merchantability and fitness for a particular or special purpose) arising under state, **provincial, or territorial** law is limited to *the shorter of* the duration of such warranties provided by law or the duration set out in this warranty. (SOME STATES, **PROVINCES, AND TERRITORIES** DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.)

### HOW TO MAKE A WARRANTY CLAIM

To make a warranty claim, telephone **Acme** customer service at (xxx) xxx-xxxx. e-mail us at [warranty@acmefaucet.com](mailto:warranty@acmefaucet.com), or write to us at **Acme Faucet Company, Ltd., 2301 Acme Road., Acme, NY 00031**. Please provide the faucet type and model (if applicable) along with your name, address, best daytime telephone number, and e-mail address (if any). Once you have initiated a warranty claim, we will guide you through the rest of the claim process. You will need proof of purchase (usually a sales receipt) **from an authorized Acme dealer**.

### WHAT THIS WARRANTY DOES NOT COVER

1. Defects caused by abuse, misuse, or accident; failure to follow our care and cleaning instructions; installation inconsistent with our installation guide or industry standards; mineral accumulation; corrosion due to chemicals, a saline environment, or acidic or polluted water; use of the faucet outdoors (unless the faucet is specifically intended for such use); acts of God or the government; criminal, intentional, reckless, or negligent acts; or ordinary wear and tear.
2. Any industrial, commercial, or business use of the faucet including use in a rental property that is not your residence.
3. Labor charges, including but not limited to labor required to uninstall, install, or reinstall a faucet; to disassemble and reassemble a faucet; or to install or affix replacement parts or components **except to the extent required by law**.
4. *Indirect, special, incidental, or consequential damages.\** (SOME STATES, PROVINCES, AND TERRITORIES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.)
5. **Faucets purchased from an unauthorized source or in violation of our minimum advertised pricing policy.**

### YOUR RIGHTS UNDER STATE, PROVINCIAL, OR TERRITORIAL LAW

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, **PROVINCE TO PROVINCE, OR TERRITORY TO TERRITORY.**

### ENTIRE WARRANTY

This document constitutes the entire warranty. Any other promises, negotiations, understandings, agreements, or representations, whether oral or written, are deemed merged herein.

### EFFECTIVE DATE OF THIS WARRANTY

This warranty applies only to faucets sold in or delivered into **Canada or** the United States on or after **mmmm dd, yyyy.**

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\* Consequential damages are damages other than to the faucet itself caused by a covered faucet defect. Incidental damages are you costs of making a warranty claim