

WARRANTY

ALL PRODUCTS SOLD BY REV-A-SHELF* ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP.

THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED, IMPLIED BY OPERATION OF LAW, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS.

THE USER ACKNOWLEDGES THAT A SERVICE OF THIS TYPE IS SUBJECT TO ERRORS AND REQUIRES REVISION FROM TIME TO TIME TO INCORPORATE NEW INFORMATION AND CORRECT ERRORS. THE USER AGREES TO USE REASONABLE EFFORTS TO DETECT ERRORS AND AMBIGUITIES AND NOTIFY REV-A-SHELF* IN WRITING IF SUCH ERRORS OR AMBIGUITIES ARE DISCOVERED BY THE USER. THE USER ALSO ACKNOWLEDGES NOT TO HOLD REV-A-SHELF* LIABLE FOR SUCH ERRORS OR AMBIGUITIES.

REV-A-SHELF* shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the products, or from any other cause relating directly or indirectly thereto, and REV-A-Shelf* liability in any case is expressly limited to the replacement (in the form originally shipped) of non-complying products, or, at REV-A-SHELF* election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such products, whether such claims are for breach of warranty, negligence or otherwise. If the limitation of liability provided herein shall fail of its essential purpose, REV-A-SHELF* total liability for any damages shall in no event exceed the total of ten times the retail price of the product. Any action for damage must be commenced after the accrual of the cause of action.

Any claimed defect in material or workmanship shall be deemed waived by Buyer unless submitted to REV-A-SHELF* in writing within thirty (30) days from the date it was purchased or by reasonable and prompt inspection after receipt it should have been discovered by the Buyer. REV-A-SHELF* shall have the right to require Buyer, at its expense, to return to a designated factory for inspection or repair any product claimed to be defective. The determination of REV-A-SHELF* as to the existence of a valid claim for replacement, repair, exchange or damages, under this warranty or otherwise, shall be conclusive. Replacement parts shall be furnished F.O.B. factory. Buyer shall assume the labor and delivery costs in removing and replacing a defective product.

DISCLAIMER

Rev-A-Shelf* makes every effort to verify and ensure that our product specifications are correct and up to date. However we reserve the right to make engineering changes that affect any critical product dimension without notice. Rev-A-Shelf* shall not be held liable for any cost related to such a change, misprint, instruction, or product template error.