

Arden Companies, LLC
Warranty Language for Fabric & Cushions
As of June 30, 2019

Olefin Cushions

Arden Companies, LLC (“Arden”) provides limited warranty coverage to purchasers of fabrics against fabric protection defects as described below. Limited Warranty coverage applies only to the fabric, and not to any furniture or other products to which the fabric has been applied (frames, springs, etc.). This Limited Warranty covers warranted defects which first arise and are reported to Arden within two (2) years after the product is purchased. Proof of purchase is required to obtain coverage under this Limited Warranty, and no warranty coverage is provided without proof of purchase. This Limited Warranty gives you specific legal rights; you also may have other rights, which vary from state to state.

Arden warrants its fabric will be resistant to premature color fading during the limited warranty period. No limited warranty coverage applies to normal wear and tear, mildew damage, chemical spills, punctures or cuts, tears or rips, seam separation, or misuse of the fabrics. This Limited Warranty is the sole and exclusive warranty provided by Arden, and all other warranties and conditions are excluded and disclaimed. **UNDER THE LAW OF CERTAIN STATES, THERE MAY BE NO IMPLIED CONDITIONS OR WARRANTIES FROM ARDEN APPLICABLE TO YOUR PRODUCT, AND ALL IMPLIED CONDITIONS OR WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED AND DISCLAIMED WHERE ALLOWED BY LAW.** If implied warranties are imposed under any applicable state law, all such implied warranties are limited to the duration of the applicable provisions of this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

If a defect covered by this warranty occurs, Arden will provide replacement fabric (with the same or similar fabric), or refund the purchase price, in its sole discretion. This “repair or refund” remedy is the **sole and exclusive remedy** under this Limited Warranty. It is the customer’s responsibility to have any replacement fabric installed on the furniture or other products to which the fabric has been applied. Arden has **no responsibility or liability for any incidental or consequential damages**, such as labor and service charges for fabric replacement, loss of use or damage to personal property, or interest or finance charges, all of which are specifically **excluded and disclaimed** from this Limited Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The terms of this Limited Warranty cannot be changed or modified, except by a written agreement from Arden. Arden reserves the right to improve its products through changes in design or materials without being obligated to the owners of the Products of the same or similar models.

We may be contacted as follows:

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