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Agriculture Product Warranty

General

All agriculture products sold by Dura-Cast Products, Inc. (Dura-Cast) have a three (3) year prorated warranty against defects in material and workmanship to the original purchaser from the date of shipment. The prorated warranty is as follows: full product credit during year one, 2/3 product credit during year two, and 1/3 product credit during year three. If you believe any Dura-Cast product you have purchased has a defect in material or workmanship within the warranty period, please contact Dura-Cast at (800) 683-4116 for assistance.

Dura-Cast Obligations

All claims for warranty must be submitted within the warranty period. A Return Goods Authorization (RGA) number will be assigned by Dura-Cast for return of the product via prepaid freight. No returns will be accepted without an authorized RGA number visible. Dura-Cast assumes no responsibility, liability, or obligation for any costs associated with the removal or re-installation of the product.

After inspection of the product, Dura-Cast will determine if the product qualifies as a warranty claim, and if the claim is valid, Dura-Cast will, at its sole discretion, repair or replace the product. If Dura-Cast is unable to repair the product to the original warranted state within a reasonable time, then Dura-Cast has the option to provide an equivalent product. **SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.**

The Customer will be solely responsible for all shipping charges of repaired or replacement products sent back to the Customer: freight, insurance and proper packaging to prevent breakage in transit, whether or not the product is covered by this warranty. All shipments back to the Customer will be F.O.B. from the Dura-Cast manufacturing site in Lake Wales, FL.

Limitations

This warranty does not cover failures due to abuse, misuse, unauthorized alterations or repairs.

Dura-Cast makes no other representation or warranty of any other kind, express, implied or statutory, with respect to the goods, whether as to merchantability, fitness for a particular purpose, or any other matter. Dura-Cast's liability shall not include liability for any incidental, special, indirect or consequential damages, or for any damages arising from or attributable to loss of use, loss of goodwill, or loss of anticipated or actual revenue or profit, or failure to realize expected savings, even if Dura-Cast has been advised of the possibility of such damages. This warranty constitutes Dura-Cast's entire liability and the customer's sole remedy for defects in material and workmanship.

