

SHUCKMASTER

Warranty Policy

Shuckmaster products are warranted against defects in material and workmanship for one year from date of shipment. During the warranty period, Shuckmaster will, at its option, repair or replace products that prove to be defective. Any item repaired or replaced within the warranty will only be warranted for the remainder of the original warranty period.

All equipment returned for warranty consideration must have a valid Returned Material Authorization (RMA) number issued by Shuckmaster prior to return. The RMA number must be clearly marked on the outside of return packaging. It is the owner's responsibility to package the equipment in a manner to prevent its damage in shipment. All items submitted for warranty consideration must be returned to Shuckmaster at the owner's expense. The owner is responsible for the return of: freight to Shuckmaster, related customs, taxes, tariffs, and insurance. Shuckmaster is responsible for the freight charges only for return of the item. Shuckmaster will return the item by UPS ground or USPS.

Shuckmaster's obligations under this warranty are limited to repair or replacement of failed item(s), and the return shipment to the buyer of the repaired or replaced item(s). Shuckmaster is not responsible for equipment removal, reinstallation, or any consequential damages. This warranty is in lieu of any other warranty expressed or implied

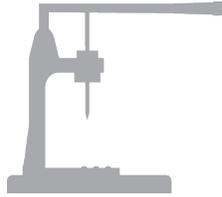
Limitations of Warranty

The warranty does not apply to any part of a product that has been installed, altered, repaired, or misused in any way that, in the opinion of Shuckmaster, would affect the reliability or detracts from the performance of any part of the product, or is damaged as the result of use in a way or with equipment that had not been previously approved by Shuckmaster.

The warranty does not cover damage or loss incurred in transportation of the product.

The warranty does not cover any labor involved in the removal and or reinstallation of the warranted equipment or parts on site, or any labor required to diagnose the necessity for repair or replacement.

The warranty excludes any responsibility by Shuckmaster for incidental or consequential damages arising from the use of the equipment or products, or for any inability to use them either separate from or in combination with any other equipment or products.



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Exclusive Remedies

Shuckmaster's warranty, as stated is in lieu of all other warranties, expressed, implied, or statutory, including those of merchantability and fitness for a particular purpose. The buyer shall pass on to any purchaser, lessee, or other user of Shuckmaster's products, the aforementioned warranty, and shall indemnify and hold harmless Shuckmaster from any claims or liability of such purchaser, lessee, or user based upon allegations that the buyer, its agents, or employees have made additional warranties or representations as to product preference or use.

The remedies provided herein are the buyer's sole and exclusive remedies. Shuckmaster shall not be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory.