

MudMixer MMXR-3221

Warranty Information

The **MudMixer Company** promises to repair the **MudMixer** product if it is defective in materials or workmanship for the period listed below.

• Ninety (90) days for any unit used for any purpose including personal, family, or household use, rental, or commercial.

This warranty extends to the original retail purchaser only and commences on the date of the original retail purchase.

Any part of this product manufactured or supplied by MudMixer and found in the reasonable judgment of the **MudMixer Company** to be defective in material or workmanship will be repaired or replaced without charge for parts and labor by the **MudMixer Company** or an authorized dealer.

The product, including any defective part, must be returned to the **MudMixer Company** or an authorized MudMixer dealer within the warranty period. The expense of delivering the product to the dealer for warranty work and the expense of returning it back to the owner after repair or replacement will be paid by the owner. **MudMixer Company's** responsibility with respect to claims is limited to making the required repairs or replacements and no claim of breach of warranty should be cause for cancellation or rescission of the contract of any **MudMixer** brand product. Proof of purchase will be required by the dealer to substantiate any warranty claim before warranty work must be performed by the **MudMixer Company**.

This warranty is limited to 90 days from the date of original retail purchase for any **MudMixer** brand product that is used for rental or commercial purposes, or any other income producing purpose.

This warranty does not cover any **MudMixer** brand product that has been subject to misuse, neglect, negligence, or accident, or that has been operated in any way contrary to the operating instructions as specified in the operator's manual. This warranty does not apply to any damage to the product that is the result of improper maintenance or to any product that has been altered or modified. The warranty does not extend to repairs made necessary by normal wear or by the use of parts or accessories which are either incompatible with the **MudMixer** product or adversely affect its operation, performance, or durability.

The MudMixer company reserves the right to change or improve the design of any **MudMixer** brand product without assuming any obligation to modify any product previously manufactured.

The warranty applies only if you perform the routine maintenance specified in the Operator's Manual. **MudMixer** makes no other express warranty.

ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE STATED WARRANTY PERIOD. ACCORDINGLY, ANY SUCH IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE DISCLAIMED IN THEIR ENTIRETY AFTER THE EXPIRATION OF THE APPROPRIATE ONE YEAR OR NINETY DAY WARRANTY PERIOD. MUDMIXER'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AND MUDMIXER DOES NOT ASSUME OR AUTHORIZE ANYONE TO ASSUME FOR THEM ANY OTHER OBLIGATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. MUDMIXER ASSUMES NO RESPONSIBILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING BUT NOT LIMITED TO, EXPENSE OF RETURNING THE PRODUCT TO THE MUDMIXER COMPANY OR AN AUTHORIZED MUDMIXER SERVICE CENTER OR EXPENSE OF DELIVERING IT BACK TO THE OWNER, MECHANICS TRAVEL TIME, TELEPHONE CHARGES, RENTAL OF A PRODUCT DURING THE TIME WARRANTY SERVICE HAS BEEN PERFORMED, TRAVEL, LOSS OR DAMAGE TO PERSONAL PROPERTY LOSS OF REVENUE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, OR INCONVENIENCE. 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.

For additional questions regarding warranty terms and conditions, you may contact the **MudMixer Company** via the website at <u>www.mudmixer.com</u> or by phone at (806) 515-4MUD (2987).