

# LIMITED WARRANTY FOR NEW STRUCK CRAWLERS and/or ATTACHMENTS

(Effective with shipments made after April 1, 2014)

## A. GENERAL PROVISIONS

C.F. Struck Corp. will repair or replace, at its option, for the original purchaser of a new Struck Crawler and/or Attachment, any covered part or parts found upon examination at our factory in Cedarburg, Wisconsin, to be defective in material or workmanship or both; this is the exclusive remedy. Warranty service must be performed by the C. F. Struck Corp. at their factory in Cedarburg, Wisconsin 53012. Warranty service will be performed without charge for parts or labor. The purchaser will be responsible, however, for transportation charges to and from the factory.

## B. WHAT IS WARRANTED

All parts of any new Struck Crawler and/or Attachment are warranted for two (2) years, with the following exceptions: Belts, which are warranted for 90 days (excludes normal wear and tear); Engines, which are warranted by their manufacturer; and Batteries, which are provided on a complimentary basis and carry no warranty whatsoever. C. F. Struck Corp. reserves the right to make product design and specification changes without notice and without obligation on their part to present product owners. The Warranty term begins on the date the product is delivered to the purchaser.

## C. WHAT IS NOT WARRANTED

(1) Used Products; (2) Any product that has been altered or modified in ways not approved by C. F. Struck Corp.; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow the product's Operator's/Technical Manual instructions, failure to upgrade crawler with parts furnished at no charge, misuse, lack of proper protection during storage, or accident (4) Normal maintenance parts and service; (5) Use of Struck Crawler and/or Attachments in certain industrial-type applications may affect Warranty coverage.

## D. RETURNS AND REFUNDS

In the event of defective materials or workmanship the purchaser agrees to allow C.F. Struck Corp the opportunity to correct the defect in a timely manner at the expense of C.F. Struck Corp. It is at the discretion of C.F. Struck Corp to either correct the defect or refund the purchaser.

To return a Struck Crawler and/or attachment for reasons other than defect the purchaser will be financially responsible for an 8% restocking fee, and for shipping the Struck Crawler and/or Attachment to the C.F Struck Corp. factory in Cedarburg, Wisconsin 53012. No Returns after 90 days.

## E. SECURING WARRANTY SERVICE

To secure Warranty service, the purchaser must:

- (1) Report the product defect to the factory in Cedarburg, Wisconsin (262) 377-3300.
- (2) Make the part available to the factory in a reasonable period of time.

## F. LIMITATION OF IMPLIED WARRANTIES AND OTHER REMEDIES

To the extent permitted by law, neither C. F. Struck Corp. nor any company affiliated with it makes any Warranties, representations or promises as to the quality, performance or freedom from defect of the products covered by this Warranty. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT APPLICABLE, SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH BREACH OR PERFORMANCE OF ANY WARRANTY ON C. F. STRUCK CORP. PRODUCTS ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL C. F. STRUCK CORP. OR ANY COMPANY AFFILIATED WITH IT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

(Note: Some states do not allow limitations on how long an implied Warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## G. ASSEMBLY RESPONSIBILITY

Though the MAGNATRAC RS1000, 4800, and 8000 are offered completely assembled, it's still the customer's responsibility to provide competent service ability! The servicing can be provided either by the mechanically inclined customer, or by a local mechanic. All Attachments and Accessories are shipped in an easy-to-assemble "semi-kit" form for lowest cost shipping. We provide manuals & illustrations for complete service and repair so that anyone with reasonable mechanical skill can perform all required service work. Check the MAGNATRAC Specification & Ratings (in Specification Book) for a list of all standard features.

**I hereby accept the terms and conditions of warranty described above.**

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*signature*

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*date*