

Warranty

Acra-Plant warrants our products to be free of defects in materials and workmanship for a period of 180 days after the date of end user (consumer) purchase from the dealer. The warranty for whole goods equipment shall be exactly the warranty offered on these products by the original equipment manufacturer, and their individual warranties shall replace this warranty. This warranty does not apply to item(s), equipment or component parts that are found to have been subject to abuse or inadequate maintenance, that have been altered in any way or that have been used beyond their advertised capacity, rating or intended use. This warranty shall be for the repair or replacement of the defective item(s) at the sole discretion of Acra-Plant. Any warranty replacement or repairs shall be subject to pro-rated consumer usage deductions as outlined below. Any warranty on tillage items expires after 1/2" of edge wear has occurred. Chrome products are warranted for defects in material and workmanship only, and the pro-rating system and 1/2" edge wear rule does **not** apply to chrome products. Chrome products are not guaranteed for use in rocky or frozen ground. This warranty does not extend to labor incurred in removal or replacement of any item(s). Acra-Plant shall not be liable for incidental or consequential damages arising out of the use or inability to use the item(s) for any purpose whatsoever.

Execution of consumer rights for warranty repair or replacement:

1. Consumer must provide the dealer with evidence of date of purchase of the item(s) to be considered for warranty. This evidence shall be in the form of a copy of the invoice or bill of sale for the item(s) and this evidence shall accompany the item(s) alleged to be defective.
2. The dealer shall provide Acra-Plant with #1, above, and with a copy of the Acra-Plant invoice to the dealer for the same item(s).
3. The Acra-Plant Territory Manager or the dealer shall complete a Acra-Plant Returned Goods Authorization (RGA) for the item(s) alleged to be defective. It is the dealer's responsibility to return the item(s) to Acra-Plant at the dealer's expense; however, the Territory Manager may elect to return the items(s) to Acra-Plant via our truck. Extension of this courtesy does not constitute the final decision to authorize warranty replacement or repair for the item(s).
4. Upon receipt of the item(s) alleged to be defective and the RGA, the Acra-Plant engineering department will inspect the item(s). The engineering department will have sole discretion to authorize warranty replacement or repair.
5. Acra-Plant engineering department shall assign the pro-rated wear factors to all item(s) subject to a warranty claim. Since the range of item(s) varies widely, the assignment of pro-rated wear factor deductions shall be done in good faith, working with the Acra-Plant Territory Manager, the dealer and the consumer. In general, warranty will be pro-rated for wear up to 1/2" of edge wear on the item(s). Any warranty on tillage items expires after 1/2" of edge wear has occurred. The pro-rating system and 1/2" edge wear rule does **not** apply to chrome products.
6. Acra-Plant will at its sole discretion replace or repair the item(s) found to be defective, less the pro-rated wear factors. Acra-Plant will return the item(s) that have been repaired or replaced to the dealer including free return transportation via the mode of our choice.

Notes on Implied Warranties and Limitations

There is no implied warranty of merchantability or fitness for a particular purpose. Some states do not allow limitations on implied warranties of merchantability or fitness for a particular purpose, so this limitation may not apply in a given state. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation may not apply in a given state. This warranty gives dealers and consumers specific rights. There may be other rights that vary from state to state.