

Limited Warranty on TUCKRACK

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

What Does This Warranty Cover?

TUCKRACK, LLC offers a 1 year warranty from defects and workmanship on its products that are properly installed and unmodified.

What Does This Warranty Not Cover?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

What Is the Period of Coverage?

This limited warranty starts on the date of your purchase and lasts for one year (the "**Warranty Period**"). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

Proof of purchase is required for warranty transaction; a copy of the original invoice or sales receipt is required.

What Are Your Remedies Under This Warranty?

With respect to any defective product during the Warranty Period, we will, in our sole discretion, either: (a) repair or replace such product (or the defective part) free of charge or (b) refund the purchase price of such product. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

How Do You Obtain Warranty Service?

To obtain warranty service, you must call (501)-777-8188 or email our Customer Service Department at support@tuckrack.com during the Warranty Period to obtain a

Defective Merchandise Authorization ("**DMA**") number. No warranty service will be provided without a DMA number.

Limitation Of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. 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.