



FEATURING: *Triangle Leaf Springs*
Triangle Air Springs • Flagg Suspension Parts

200 East Maloney Road • P.O. Box 425 • DuBois, Pennsylvania 15801 • Telephone 814-375-7211 • Fax 814-371-4495

Triangle Suspension Systems, Inc. TERMS AND CONDITIONS OF SALE

Warranties and LIMITATIONS ON WARRANTIES.

- A. Seller expressly warrants that, for a period of (1) year from invoice date, the Goods will be free from defect in material and workmanship. THESE ARE SELLER'S ONLY WARRANTIES. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED.

- B. If Buyer notifies Seller within the warranty period of a warrantable claim for any Goods or part thereof sold by Seller to Buyer, and if Seller determines, after appropriate tests and inspection by Seller, that such Goods or part thereof are not in conformity with the warranty given hereunder, Seller will repair or replace, at its sole option, F.O.B. point of manufacture, the non-conforming Goods or part thereof, provided Buyer returns such Goods or part thereof to Seller's plant, freight prepaid. No Goods or part thereof shall be returned without Seller's prior approval. This shall be Buyer's exclusive remedy for Seller's liability hereunder. Any claims not made within the warranty period are deemed waived by Buyer. In lieu of repairing or replacing the Goods or part thereof, Seller may, at its sole option, refund the purchase price therefore.
 - C. Except with respect to title, Seller's warranty does not attach to Goods or parts thereof not manufactured by Seller. Seller will, as an accommodation to Buyer, pass on to Buyer whatever warranty, if any, it receives from the manufacturer of such Goods or part, but only to the extent allowed by such manufacturer.
 - D. Seller's liability to Buyer, or anyone claiming through or on behalf of Buyer, with respect to any claim or loss arising out of any Goods sold by Seller to Buyer or alleged to have resulted from an act or omission of Seller, whether negligent or otherwise, and whether in tort, contract, or otherwise, including failure to deliver, delay in delivery, or breach of warranty, shall be limited to an amount equal to the purchase price of the Goods or part thereof with respect to which such liability is claimed or, where appropriate and at the option of Seller, to replacement of the Goods or part thereof. In no event shall Seller be liable for any bodily injury, death, or property damage resulting from or in any way arising out of the Goods or their sale, use, or manufacture. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES.
 - E. If Buyer or any third party repairs or modifies all or part of the Goods without the prior written consent of Seller, or if the Goods are not installed or used in compliance with Seller's directions, this warranty shall be void.
8. **Inspection.** Buyer shall inspect the Goods as soon as possible, but at least within seven days, after receipt, and Buyer shall immediately notify Seller in writing of any claims that the Goods do not conform to Seller's warranty for such Goods.