



## TRIANGLE FASTENER CORPORATION

1925 Preble Ave | Pittsburgh, PA 15233  
800.486.1832 | www.trianglefastener.com

*"Fastening Systems and Solutions for Commercial Construction"*  
Form # 041312JS

02.25.13 | MF

### **SELLER'S LIMITED WARRANTY**

Triangle Fastener Corporation ("Triangle") warrants, subject to the terms hereof, that all goods sold hereunder will be free from defects in material and workmanship.

THE ABOVE-STATED LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED.

The remedies set forth below with respect to any breach of this warranty are exclusive and in lieu of all other liabilities and obligations on Triangle's part with respect to the quality of the goods sold by Triangle.

Triangle's sole obligation for breach of this warranty shall be to issue credit to the buyer equal to the price paid for the defective goods or to replace the defective goods. The decision with respect to whether credit should be issued or whether the goods should be replaced shall be in Triangle's sole discretion.

If goods are claimed to be other than as warranted, Triangle, upon notice promptly given, will either examine the goods at their site or issue shipping instructions for return to Triangle (transportation costs prepaid by buyer). If any goods are proven to be other than as warranted, transportation costs to and from Triangle's plant will be borne by Triangle and reimbursement or credit will be made for reasonable costs so expended by buyer. In no event shall Triangle be responsible for the cost of removing or replacing any goods from or in their installations. In no event will Triangle be liable for any amount in excess of the price of the defective goods.

IN NO EVENT WILL TRIANGLE BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME, OR GOODWILL) ARISING OUT OF ANY DEFECT IN THE GOODS, WITHOUT REGARD TO THE LEGAL THEORY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

The goods shall be deemed to be accepted and any claim for breach of the warranty made herein shall be deemed to be waived by buyer unless buyer notifies Triangle in writing of its claim within six (6) months from date of shipment of the goods, time being of the essence.

This warranty shall not extend to any goods which have been subjected to misuse or neglect, damaged by accident or rendered defective by reason of improper handling or

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installation. Triangle does not accept any liability for fair wear and tear, or for charges for repairs or replacements made without authority or for any contingent liability of any kind.

This warranty is issued at the corporate office of Triangle in Pittsburgh, Pennsylvania, and accordingly, is governed by Pennsylvania law, without giving effect to any Pennsylvania choice of law or conflict of law rules. Jurisdiction and venue of any dispute arising under and/or related to the terms of this warranty, shall be vested in courts sitting in Allegheny County, Pennsylvania.

The above terms shall not be amended or modified in any way, unless in a writing signed by a principal officer of Triangle. This warranty is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, whether oral or written, and all other communications between the parties relating to the subject matter of this warranty. Any additional or contradictory terms or conditions stated in buyer's purchase order/acceptance documentation or other written communications shall not be valid or binding upon Triangle under any circumstances, unless specifically adopted and approved by written response from Triangle; the failure of Triangle to respond shall be deemed a denial of any such additional terms or conditions. No representative of Triangle has the authority to make any representations or promises about the warranty or other performance of our services that differ from this written warranty.

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