

# 3-YEAR MANUFACTURERS WARRANTY

## Warranty against Defects in material and workmanship

(Please refer to the following page for the full terms and conditions):

Subject to the Warranty Terms and Conditions and the Warranty Claim Procedure, Triad Bellows warrants this product to be free of manufacturing or material defect for **3 full years from the date of purchase**.

### WARRANTY TERMS AND CONDITIONS

- (a) This warranty is not transferable; it applies only to the original purchaser invoiced by the manufacturer.
- (b) The manufacturer will remedy any bona-fide claim by either, in its sole discretion, repairing or replacing the product free of charge.
- (c) If inspection and testing finds no fault, the purchaser must pay the manufacturer's usual costs of service work, evaluation and testing.
- (d) The manufacturer reserves the right to replace defective parts of the product with parts and components of similar quality, grade and composition where an identical part or component is not available.
- (e) Seller will allow no charge (other than pre-authorized freight charges) for labor, expenses or damages incurred due to defective materials. Except as set forth, no other warranty either expressed or implied is made by the seller to the buyer. **MANUFACTURER SHALL HAVE NO LIABILITY WHATSOEVER FOR PAYMENT OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, INSTALLATION COSTS. MANUFACTURER DISAVOWS ALL CONTINGENT LIABILITY. EXPRESS OR IMPLIED. NOTWITHSTANDING ANYTHING IN THIS WARRANTY TO THE CONTRARY, EXCEPT FOR MANUFACTURER'S AFFIRMATIVE OBLIGATIONS EXPRESSLY SET FORTH IN THIS WARRANTY, MANUFACTURER DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT AND ITS FUNCTIONALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR INTELLECTUAL PROPERTY RIGHTS. MANUFACTURER DISCLAIMS ALL OTHER OBLIGATIONS OR LIABILITIES ON ITS PART AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR MANUFACTURER ANY OTHER LIABILITIES IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCT. THIS WARRANTY ONLY COVERS REPLACEMENT PRODUCT OR PARTS THEREOF AND DOES NOT COVER COST OF LABOR OR SERVICES UNDER ANY CIRCUMSTANCES.** This Warranty is to be construed pursuant to the laws of the State of California. Any action or proceeding brought to enforce or declare rights arising out of or relating to this Warranty will be brought exclusively in the State Court in and for the County of Orange, California. You consent to the jurisdiction of said Court and waive any claims of forum non conveniens or any other claims relating to venue.
- (f) The manufacturer is responsible for transit damage that occurs while freight is the manufacturer's possession. Otherwise risk passes to the purchaser once the product leaves the factory.
- (g) Transit damage must be claimed within 2 workdays of receipt.
- (h) Freight costs for warranty claims will be borne by the purchaser from the designated point of delivery. The supplier will only be responsible for return freight from the original delivery point.
- (i) It is the responsibility of the purchaser to ensure that the product is properly packaged for return.  
. The manufacturer's responsibilities are not changed by receipt of products which say that "goods are "subject to inspection".
- (j) Claims for damaged products will not be accepted as warranty claim if documentary evidence shows that the purchaser or their agents received the products in good order and condition.
- (k) This warranty does not apply if:
- The product has not been properly installed and maintained in accordance with the manufacturer's instructions or recommendations;
  - The product has been subjected to abuse, improperly treated, neglected, or misused;
  - The product has been exposed to the elements; and/or conditions not designed for;
  - Repairs have been done by an unauthorized person.

### Warranty Claim Procedure:

**In order to make a warranty claim you must follow the procedure outlined below**

- You must contact Triad Bellows and provide proof of purchase to register a claim.
- The purchaser will make a qualifying investigation. You must provide the following to the manufacturer:
  - A copy of the proof of purchase.
  - The following may be required: photos showing the issue claimed, photos of the installation, operation conditions such as pressure, temperature, movements, flow rates, flow media. – preferably in electronic form for transmission to the supplier. . Clearly state the grounds for the claim and describe any relevant circumstances.
  - An assurance that the product has not been damaged, incorrectly assembled, installed or operated, exposed to the elements, negligently treated, or misused. Any false representations may void your claim and constitute a breach of the law.
- A provided claim form detailing the claim must be filled out and lodged with your Triad Bellows.
- The purchaser will submit the claim in writing to Triad Bellows Design and Mfg, the manufacturer of the product who will handle the claim. You will be contacted by a representative of the manufacturer who will respond to bona fide claims in a timely manner.
- The product may only be returned to the manufacturer after approval, in writing, by an authorized representative.

Manufacturers name; Triad Bellows Design and Manufacturing  
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