

Effective: September 10, 2026

These Terms of Use (“Terms”) govern your access to and use of **diehlstruckworld.net** and any page or service that links to these Terms (collectively, the “Website”).

The Website is operated by Diehl & Sons Inc. , doing business as Diehl’s Truck World (“Diehl’s Truck World,” “we,” “us,” or “our”).

By accessing or using the Website, you agree to these Terms. Without agreement, the website should not be utilized.

1. Informational Purpose

The Website provides general information about Diehl’s Truck World, vehicles, parts, services, inventory and related business offerings.

Website content is provided for general informational and preliminary inquiry purposes. Content may not include every term, condition, specification, fee, restriction or detail applicable to a particular product or transaction.

2. Quote and Contact Requests

The Website may allow you to request information, availability or a quote.

Submitting a form:

- Does not create a purchase agreement or other binding contract.
- Does not reserve a vehicle, part, appointment or item.
- Does not guarantee availability.
- Does not establish a final price.
- Does not require Diehl’s Truck World to sell or provide a product or service.
- Does not constitute approval for financing, credit or leasing.
- Does not guarantee that a part is compatible with a particular vehicle.

A transaction becomes binding only when the applicable terms are separately confirmed and accepted by authorized representatives of the parties.

3. Prices, Availability and Specifications

Prices, descriptions, photographs, specifications, equipment, options, mileage, availability and other Website information may change without notice.

We attempt to provide useful and accurate information, but errors may occur. A vehicle, part or service may be unavailable even if it appears on the Website.

Displayed prices may exclude applicable taxes, registration charges, title fees, documentation charges, shipping, installation, labor, environmental charges, manufacturer charges or other transaction-specific amounts.

We reserve the right to correct errors and to decline or cancel a transaction based on incorrect pricing, incorrect descriptions, inventory errors or unavailability, subject to applicable law and any separately executed agreement.

4. Vehicle and Parts Information

Vehicle and parts photographs may be illustrative. Colors and physical condition may appear differently depending on lighting, photography, display settings and other factors.

Manufacturer names, trademarks, part numbers and specifications may be provided for identification or compatibility purposes. Compatibility should be independently confirmed using the complete vehicle identification number and other relevant information before purchase or installation.

Unless expressly stated in a written agreement, Website content is not a representation that a particular product is suitable for a particular vehicle, purpose or application.

5. No Online Financing Application

The Website does not accept or process consumer financing or credit applications. Do not submit Social Security numbers, income information, bank information, driver's-license images or other financing information through a general quote or contact form.

6. Communications

When you submit an inquiry, you authorize us to contact you using the information you provide for the purpose of responding to that inquiry.

A quote request does not, by itself, constitute consent to receive recurring automated promotional text messages.

Any optional marketing consent will be presented separately where appropriate. You may opt out of promotional email as described in our Privacy Policy and in the applicable message.

7. Permitted Use

We grant you a limited, revocable, nonexclusive and nontransferable right to access and use the Website for lawful personal or legitimate business purposes.

You may print or save reasonable portions of Website content for evaluating our products or services, provided that you do not remove copyright, trademark or proprietary notices.

8. Prohibited Conduct

You may not:

- Use the Website for an unlawful, fraudulent or deceptive purpose.
- Submit false contact, vehicle or transaction information.
- Attempt to gain unauthorized access to the Website, an account, server, database or network.
- Interfere with Website operation, security or availability.
- Introduce malicious code, malware or harmful material.
- Circumvent security, access-control, rate-limit or anti-automation measures.
- Impersonate another person or misrepresent your authority to act for another person or organization.
- Collect personal information about Website users.
- Copy, republish or commercially exploit Website content except as permitted by law or with written permission.
- Use automated tools to scrape or extract Website content in a manner that burdens the Website, circumvents controls or violates applicable law.
- Use Website content to create a misleading affiliation or endorsement.

We may restrict or terminate access when we reasonably believe these Terms have been violated or when necessary to protect the Website, our systems or another person.

9. Intellectual Property

The Website's design, text, photographs, graphics, logos, videos, software and other content are owned by Diehl's Truck World, its licensors or the respective content owners and are protected by applicable intellectual-property laws.

"Diehl's Truck World" and related names, marks and logos may not be used without authorization.

Manufacturer and third-party names, marks and product images belong to their respective owners. Their appearance does not transfer ownership or create an endorsement beyond any actual authorized business relationship.

10. User-Submitted Materials

You retain ownership of photographs, descriptions and other original materials you submit.

You grant us a nonexclusive license to receive, reproduce, review, transmit and use submitted materials as reasonably necessary to:

- Respond to your request.
- Assess a product, part, vehicle or service inquiry.

- Communicate with relevant employees, suppliers or service providers.
- Maintain related business records.
- Protect against fraud, misuse or legal claims.

You represent that you have the right to submit the material and that doing so does not violate another person's rights or applicable law.

Do not submit confidential information belonging to another person or business unless you are authorized to do so.

11. Third-Party Websites and Services

The Website may link to or embed services operated by third parties.

We do not control independently operated third-party websites and are not responsible for their availability, content, security, terms or privacy practices. Your use of a third-party service is governed by that service's terms.

A link does not necessarily constitute endorsement.

12. Website Availability

We may modify, suspend or discontinue all or part of the Website without notice.

We do not guarantee that the Website will be uninterrupted, error-free, secure or compatible with every browser, device or assistive technology. We will, however, work to address reported accessibility and technical barriers as described in our Accessibility Statement.

13. Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE."

WE DISCLAIM WARRANTIES CONCERNING THE WEBSITE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THIS DISCLAIMER DOES NOT ALTER A WRITTEN PRODUCT, VEHICLE, PARTS, SERVICE OR MANUFACTURER WARRANTY THAT EXPRESSLY APPLIES TO A COMPLETED TRANSACTION.

Some jurisdictions do not permit certain warranty exclusions, so some exclusions may not apply to you.

14. Limitation of Liability

To the fullest extent permitted by applicable law, Diehl's Truck and its owners, officers, directors, employees, agents, affiliates, and service providers shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenue, business, data, or goodwill, arising out of or relating to your access to or use of, or inability to access or use, this website or any information, content, products, services, listings, pricing, or other materials made available through the website.

To the fullest extent permitted by applicable law, Diehl's Truck shall not be responsible for any errors, omissions, inaccuracies, interruptions, delays, or changes relating to the website or its content, including vehicle availability, specifications, photographs, descriptions, pricing, incentives, rebates, or other information. Availability, pricing, and applicable offers may change without notice and may be subject to additional terms, conditions, eligibility requirements, taxes, fees, and other charges.

In no event shall the total liability of Diehl's Truck arising out of or relating to your use of this website exceed one hundred dollars (\$100).

Nothing in these Terms of Use shall exclude or limit liability to the extent such liability cannot lawfully be excluded or limited under applicable law.

15. Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Diehl's Truck World and its officers, employees and representatives from claims, losses and reasonable expenses arising from:

- Your unlawful or unauthorized use of the Website.
- Material that you submit in violation of another person's rights.
- Your material violation of these Terms.

This section does not apply to the extent a claim was caused by conduct for which indemnification cannot lawfully be required.

16. Privacy

Our collection and use of personal information are described in our Privacy Policy.

17. Governing Law

These Terms are governed by the laws of the State of New York, without regard to conflict-of-law rules.

Subject to applicable law, disputes arising from these Terms or the Website will be brought in the state or federal courts located in QUEENS COUNTY, NEW YORK and the parties consent to those courts' jurisdiction.

18. Severability

If a provision of these Terms is found unenforceable, the provision will be enforced to the maximum extent permitted or removed, and the remaining provisions will remain effective.

19. No Waiver

A failure to enforce a provision of these Terms is not a waiver of that provision or our right to enforce it later.

20. Changes to These Terms

We may update these Terms by posting the revised version and changing the “Last Updated” date.

Changes apply prospectively from the effective date of the revised Terms unless applicable law requires a different process.

21. Contact Us

Questions about these Terms may be directed to:

Diehl & Sons Inc.

Doing business as Diehl’s Truck World

129-01 Atlantic Avenue

Richmond Hill, NY, 11418

Email: development@nyfreightliner.com

Telephone: 718-846-8150 ext 134