



## WABASH NATIONAL CORPORATION STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions, including the expressed Limited Warranty, incorporated herein by reference (“Terms and Conditions”), are entered into by Wabash® National Corporation (together with its affiliates, “Wabash”) and the first, original retail purchaser (“Customer”). In consideration of the premises and undertakings of Wabash and Customer under these Terms and Conditions, Wabash and Customer agree to these Terms and Conditions:

**1. ACCEPTANCE.** Customer may purchase from Wabash and Wabash may sell to Customer from time to time certain equipment, goods, parts, products, and services (“goods”) under one or more purchase orders submitted by Customer (an “Order”). Customer agrees that submission of an Order or Wabash’s commencement of any work to fulfill an Order constitutes Customer’s acceptance of these terms and conditions. Customer acknowledges that Wabash may require Customer to complete a Sales Confirmation in the form provided by Wabash (the Order, these Terms and Conditions, and any “Sales Confirmation” are collectively an “Agreement”). To the extent any terms set forth in any document, exclusive of a Sales Confirmation document, conflict with these Terms and Conditions, these Terms and Conditions control.

**2. PURCHASE PRICE AND ADJUSTMENTS.** Each Order will contain applicable pricing and will specify whether the price is fixed (“Fixed Price”) or variable (“Variable Price”). If it is not specified, the price is a Fixed Price.

For Orders submitted with a Variable Price, Customer will be given an initial price at the time of Order based on the cost of steel, aluminum, and HDPE (the “Regulated Commodities”) in effect at the time of Order, as published in specified sources for each such Regulated Commodity. Two months prior to the calendar quarter in which production is scheduled, the Variable Price will be adjusted upward or downward based on fluctuations in the published cost of the Regulated Commodities (e.g., October costs will determine Q1 price, January costs will set Q2 price, April costs will determine Q3 price, and July costs will determine Q4 price) (the “Commodity Cost Adjustment”). Wabash will give Customer notice of the Commodity Cost Adjustment, if any (a “Commodity Cost Notice”), promptly upon receipt of relevant published commodity cost data. Before the Commodity Cost Notice is provided, Customer has the right to cancel the Order submitted with a Variable Price with no penalty or obligation. Once Wabash provides the Commodity Cost Notice, Customer has the right to cancel the Order with respect to any Commodity Cost Adjusted goods with no penalty or obligation, except as otherwise specified in the Order, until the date that is four business days following receipt of the Commodity Cost Notice. If Customer does not cancel the Order, the Commodity Cost Adjustment will be incorporated into the Variable Price.

In addition, both Fixed Prices and Variable Prices are subject to adjustment until the production date based upon increased costs for purchased components (“Component Price Adjustment”), as follows. For dry van trailers, the Component Price Adjustment may occur until 45 days prior to the production date. For all other goods, the Component Price Adjustment may occur until 90 days prior to the production date. If Wabash exercises a Component Price Adjustment, Customer has the right to cancel the Order with respect to any Component Price Adjusted goods with no penalty or obligation, except as otherwise specified in the Order, until the date that is four business days following receipt of notice of the Component Price Adjustment. If Customer does not cancel the Order, the Component Price Adjustment will be incorporated into the Variable Price or Fixed Price, as applicable. Notwithstanding anything herein to the contrary, Wabash may at any time immediately pass through to Customer cost increases on suspensions, wood floors, tires, overhead doors, and lift gates.

If, after acceptance by Wabash of an Order, a Governmental Action (as defined below) is issued or enacted, and the effect of such Governmental Action is to require that the applicable goods include additional equipment or comply with new standards, the direct costs associated with conforming the goods to those requirements will be added to the applicable invoice and paid by Customer. “Governmental Action” means any order, decree, directive, law, or regulation promulgated, issued, or enacted by any legislative body or agency having jurisdiction that pertains to the manufacture, operation, or sale of any goods.



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**3. PAYMENT.** The purchase price for goods is exclusive of: (a) all applicable federal, state, and local taxes (including sales and use taxes), excises, duties, and import fees (“Taxes”); and (b) freight and delivery charges, licensing expenses, and insurance, all of which Customer will pay. If the goods are to be made exempt from Taxes, Customer agrees to provide Wabash with such documentation as is required under relevant tax statutes, regulations, and other published authorities to substantiate the tax-exempt nature of the purchase before Wabash delivers sales invoices to the Customer that omit the Taxes. Customer agrees that documents establishing its tax-exempt status will be prepared and executed in accordance with the requirements of the taxing jurisdictions that provide for exemptions from the Taxes and that Wabash may rely on the Customer’s representations made in those documents as the basis for omitting billing of the Taxes. Wabash will deliver an invoice to Customer with respect to each good when Wabash determines that: (a) production of the good has been completed (including incorporation of any customer-furnished parts); and (b) such good meets applicable specifications. Unless otherwise provided in a Sales Confirmation or unless prior credit arrangements have been made between Wabash and Customer, payment terms for all goods, applicable taxes, and transportation costs are COD. No credit card payments will be accepted. All late payments shall bear interest at a rate equal to the lesser of 1.5% per month or the maximum rate allowed by law. Title and Manufacturing Statements of Origin (MSO’s) to the goods will transfer upon shipment of the goods.

Wabash’s acceptance of an Order and shipment of goods pursuant thereto shall at all times be subject to Wabash’s approval of Customer’s credit. Customer agrees to provide Wabash from time to time any and all financial information that Wabash reasonably requests to establish and maintain Wabash’s credit approval. Notwithstanding anything in these Terms and Conditions or in any written agreement between the parties to the contrary, Wabash reserves the right to; (a) change Customer’s credit authorization or require different credit terms (any such change in credit terms will be based upon the standard credit underwriting criteria then in effect at Wabash); or (b) require Customer to provide security or credit enhancements acceptable to Wabash as a condition of accepting Orders or completing shipments of goods under accepted Orders. Wabash will use commercially reasonable efforts to provide Customer with as much advance notice as practicable of any change in credit terms.

**4. CHANGE ORDERS.** Wabash will consider Customer-submitted change orders to an Order up to 60 days prior to production, with reasonable consideration given to availability of components and required additional engineering. Wabash has no obligation to consider change orders submitted within 60 days of production. Each accepted standard change order will include a \$250.00 administrative fee and each accepted custom change order will include a \$500.00 administrative and engineering fee, plus the increased cost of the change in either case.

**5. CANCELLATION.** Except as otherwise expressly permitted under Section 2, if Customer cancels an Order at any time, Customer will be subject to a cancellation charge equal to 10% of the total purchase price of the goods plus the cost of any customized, unique, or low-usage materials or components that cannot be returned or repurposed. Wabash may cancel any Order without liability for any reason by giving written notice to Customer at least 60 days prior to the scheduled production date. Wabash may modify the production date of any Order without liability at any time. In addition to its other rights, Wabash may immediately cancel by giving written notice to Customer any accepted Order without liability if Customer ceases to exist, becomes insolvent or the subject of bankruptcy proceedings, or breaches any of its obligations to Wabash.

**6. DELIVERY.** Delivery of goods shall be F.O.B. Wabash’s facility for domestic orders and F.C.A Wabash’s facility for international orders. Customer will make shipping arrangements unless agreed to the contrary in writing with Wabash. If Wabash is arranging shipping, Wabash will make arrangements to ship the goods by common or contract carrier, with Customer as the consignee, to such destination. Wabash will make a good faith effort to honor Customer's shipping instructions and ship goods on or before any stated shipping date; however, such shipping date is an estimate only and Wabash will not be liable for any delays, loss, or damage in shipment and a delay in shipment will not relieve Customer of its obligation to accept the goods. Customer accepts responsibility to ensure that the carrier delivering



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goods to Customer has adequate insurance in full force and effect to cover any and all loss or damage to any goods that may result from delivery or transport of the goods. Wabash may assist Customer with filing with the carrier any claims for goods lost or damaged during shipment, and Customer is advised to note loss or damage to goods on the freight bill when signing for receipt. Customer agrees to thoroughly inspect the goods immediately upon receipt and waives any right to object to any defect that Customer otherwise would have discovered during a thorough inspection at such time.

After 30 days from notice of production provided to Customer, Customer will pay a storage fee of \$10.00 per day per good with Wabash reserving the right to transport and deliver the goods to Customer or to a third-party storage lot solely at Customer's expense, to include a \$100.00 transportation arrangement fee. Upon shipment from Wabash's facility, title and risk of loss to the goods shall transfer to Customer. Customer agrees to provide with each Order a physical address for post-thirty day delivery. If Customer fails to take delivery of its goods within 180 days of notice of production, the goods will become the property of Wabash and a disposal fee may apply. Except as set forth in this Section 6, title and risk of loss passes to Customer upon delivery of the goods. Customer shall pay any fees incurred under this Section immediately upon receipt of a debit memo provided by Wabash.

**7. CUSTOMER SUPPLIED ITEMS.** If Customer is to supply components or materials:

- (a) Customer shall provide supplier profile/identification to Wabash at time of order acceptance; and
- (b) Customer shall ensure supplier complies with Wabash's Customer Supplied Material Standard Requirements and shall ensure that such components or materials are received by Wabash no later than 10 days prior to production date.

If Customer or its supplier does not timely supply such items, Wabash may, without recourse and at its sole discretion, cancel or reschedule production, incorporate substitute materials, or refuse to incorporate the materials, which may include manufacturing goods without decals. Customer agrees to be responsible for all incidental and consequential costs associated with the customer-supplied items, including a \$50.00 per good off-line-manufacturing handling fee. Wabash reserves the right to require that any post-production third-party installation of Customer supplied materials take place after shipment.

**8. DIMENSIONS.** All dimensions, weights, and measurements specified in the Order are subject to Wabash's manufacturing tolerances and may vary depending on options or chassis selected.

**9. CHASSIS.** When mounting a good on a used chassis, Wabash personnel will conduct a limited inspection of the used chassis only to confirm the existence of useable mounting components and areas. Customer is responsible for ensuring the chassis is road worthy and meets all OEM original specifications. Customer is also responsible for any necessary upgrades, corrections, modifications, or repairs to the chassis, including any resulting delays. When a Wabash bailment chassis is not used, Customer is responsible for ensuring that the chassis has adequate mirrors and frame pucks for mounting the ordered good.

Notwithstanding the above, Customer agrees that although Wabash will inspect the chassis, it will not complete a full inspection and such inspection will not necessarily identify or disclose any defects, imperfections, or abnormalities. As such, Customer agrees to indemnify, defend, and hold Wabash harmless from any claims arising from or related to its inspection or any defects, imperfections, or abnormalities in the chassis.

**10. FORCE MAJEURE.** Wabash shall not be liable in loss or damages, nor be deemed to have defaulted under or breached this Agreement, and has the right to immediately terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God (to include but not limited to flood, fire, earthquake, explosion, other calamity), government restrictions, strikes,



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labor outages, wars, riots or other civil unrest, embargoes, blockades, epidemics, pandemics, insurrections, or any other cause beyond the reasonable control of Wabash.

**11. RETURN OF PARTS.** All returns of parts are subject to a restocking fee.

**12. WABASH'S REMEDIES.** In the event of a default by Customer, or if Wabash deems itself insecure, Wabash may suspend all shipments of goods until all delinquencies and defaults are cured and Customer gives Wabash adequate assurances of performance. Material provided by Customer for incorporation into, or attachment to, the goods shall become the exclusive property of Wabash until Wabash receives full payment for the goods. **CUSTOMER IS LIABLE TO WABASH FOR, AND WILL PAY TO WABASH, ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY WABASH TO COLLECT THE PURCHASE PRICE FROM CUSTOMER OR OTHERWISE TO ENFORCE ANY AGREEMENT IN THE EVENT OF CUSTOMER'S BREACH.** In the event of Customer's default, Wabash is entitled to all remedies available under the Indiana Uniform Commercial Code, Ind. Code §26-1-1-1 et seq., as amended, and as otherwise provided by applicable law.

**13. INDEMNIFICATION.** Customer shall notify Wabash in writing of any accident or condition resulting in personal injury, death, or property damage involving any goods when Customer reasonably believes or should have reasonably believed through the exercise of due diligence that the goods caused or contributed to the occurrence of the accident or condition. In the event Customer fails to notify Wabash within 10 days of such accident or condition, Customer shall defend, hold harmless, and indemnify Wabash from any claims, injury, or damage resulting therefrom. Customer agrees to defend, hold harmless, and indemnify Wabash from any claims arising out of any modification to goods performed by anyone other than Wabash.

**14. PATENT INDEMNITY.** In the event the goods are claimed to infringe any United States patent issued at the time of delivery to Customer, Wabash agrees, at its option: (1) to procure for Customer the right to use the goods; (2) to modify or replace the goods so as to avoid infringement; or (3) to accept redelivery of the goods and reimburse Customer for the purchase price and any reasonable transportation expenses incurred by Customer. Should any litigation be instituted against Customer based on a claim that the goods in the condition received from Wabash infringe any such United States patent, Wabash will undertake the defense thereof on Customer's behalf and pay any damages and costs awarded therein against Customer, provided Wabash is given timely written notice and is furnished with copies of all demands, process, and pleadings; and provided Customer cooperates fully in giving Wabash authority, information, and assistance at Wabash's expense for such defense, as well as control over the defense and any negotiations with regard to settlement.

THE FOREGOING REPRESENTS WABASH'S ENTIRE AND EXCLUSIVE OBLIGATION WITH RESPECT TO ANY CHARGE OF PATENT INFRINGEMENT AND IS IN LIEU OF ANY STATUTORY WARRANTY RELATING TO INFRINGEMENT. WABASH SHALL HAVE NO RESPONSIBILITY INSOFAR AS THE GOODS ARE MODIFIED BY CUSTOMER OR ARE MADE OR MODIFIED BY WABASH IN ACCORDANCE WITH CUSTOMER'S ORDER. CUSTOMER AGREES TO INDEMNIFY WABASH FOR ALL DAMAGES, COSTS, OR EXPENSES, INCLUDING ATTORNEYS' FEES, PAID OR INCURRED BY WABASH IN CONNECTION WITH ANY CLAIM OF INFRINGEMENT OF A PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHT, ARISING OUT WABASH'S COMPLIANCE WITH ANY EQUIPMENT, MATERIALS, DESIGNS, INFORMATION, PROCESSES, OR SPECIFICATIONS FURNISHED BY CUSTOMER OR ANY MODIFICATIONS BY CUSTOMER. WABASH SHALL HAVE NO RESPONSIBILITY WITH REGARD TO ANY SETTLEMENT, ADMISSION, OR PROMISE MADE BY CUSTOMER WITHOUT WABASH'S PRIOR WRITTEN CONSENT, NOR SHALL WABASH BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, ALLEGEDLY SUSTAINED BY CUSTOMER OR ANY USER OF THE GOODS ARISING OUT OF ANY CLAIM OR INFRINGEMENT.



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Wabash may be entitled to indemnity from certain of its suppliers, and the rights and options vested in Wabash extend to such suppliers and may be exercised by them.

**15. TRADEMARKS.** Customer warrants that any trademark it requests Wabash to affix to the goods is owned or authorized for use by Customer.

**16. CONFIDENTIAL INFORMATION.** All non-public, confidential, or proprietary information of Wabash, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Wabash to Customer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Wabash in writing. Upon Wabash's request, Customer shall promptly return all documents and other materials received from Wabash. Wabash shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

**17. LIMITATION OF LIABILITY.** CUSTOMER'S EXCLUSIVE REMEDY IS REPAIR, REPLACEMENT, OR REFUND, AT WABASH'S OPTION, OF ANY GOODS. WABASH IS NOT LIABLE FOR LOSS OF CARGO OR CONTENTS, DAMAGE TO CUSTOMER'S PROPERTY WHILE IN WABASH'S POSSESSION, LOST PROFITS, LOSS OF USE OF PRODUCT, LOSS OF TIME, INCONVENIENCE, RENTAL EXPENSES, TRANSPORTATION EXPENSES, PERSONAL INJURY, DEATH, LABOR COSTS, DAMAGES FOR DELAYS, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE. Under no circumstances will Wabash's liability exceed the purchase price of the goods. To the extent allowed by applicable law, the exclusion of indirect, incidental, consequential, liquidated, punitive, and other damages is independent of and survives any failure of the essential purpose of any limited remedy.

**18. WAIVER/SEVERABILITY.** Failure by Wabash to insist upon strict compliance with any of the terms or conditions of any Agreement does not constitute a waiver of such terms or conditions, nor will any waiver or relinquishment of any right or power under an Agreement at any one or more times constitute a waiver or relinquishment of such right or power at any other time or times. If for any reason any provision in any Agreement is determined to be invalid or unenforceable, the remaining provisions will be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the original text.

**19. SET OFF.** Wabash may set off any amount due from Customer against any amount that may be due to Customer whether or not under this Agreement.

**20. ASSIGNMENT.** Customer will not assign its rights or interests in an Agreement without Wabash's prior written consent. Wabash may assign its rights and interests in an Agreement to any successor in interest.

**21. GOVERNING LAW.** The laws of the State of Indiana govern this Agreement and all dealings between Customer and Wabash, in all respects, including claims pertaining to execution, interpretation, performance, and enforcement, without regard to principles of conflicts of law. WABASH AND CUSTOMER AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF INDIANA. CUSTOMER AND WABASH HEREBY CONSENT TO THE JURISDICTION AND VENUE OF SUCH COURTS. CUSTOMER AND WABASH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.



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**22. EFFECTIVE DATE/MODIFICATION/ENTIRE AGREEMENT.** These Terms and Conditions shall become effective upon acceptance by Wabash of an Order or Wabash's commencement of any work to fulfill an Order as to all newly executed, existing, in-process, and future transactions between Customer and Wabash. Except as provided for in these Terms and Conditions, no modification, amendment, extension, or alleged waiver of the Agreement will be binding on either party unless in writing and signed by the party to be bound. **THE AGREEMENT CONSTITUTES THE FINAL WRITTEN EXPRESSION OF THE PARTIES WITH RESPECT TO CUSTOMER'S PURCHASE OF GOODS FROM WABASH,** and this Agreement supersedes and replaces all prior agreements and understandings, written or oral. The Agreement is binding upon and inures to the benefit of Wabash and Customer, and their respective successors, assigns, and legal representatives. **ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES, OR STATEMENTS MADE OR GIVEN TO CUSTOMER THAT DIFFER IN ANY WAY FROM THE AGREEMENT ARE WITHOUT FORCE AND EFFECT.**

**23. SECURITY INTEREST.** Customer hereby grants to Wabash a lien on and security interest in and to all of the right, title, and interest of Customer in, to, and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Indiana Uniform Commercial Code. Customer agrees to execute such further documents as Wabash requests to perfect a security interest in the goods and other collateral as security for payment. The goods shall at all times be considered personal property and shall not be deemed a fixture, a part of, or an appurtenance to any building, real estate, or vehicle, even though attached thereto. Damage to or loss or destruction of the goods will not release Customer from its payment obligation.

**24. SURVIVAL.** Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information, Governing Law, and Survival.

**25. TRADE-IN.** If a trade-in is involved, Customer is responsible for maintaining the equipment to be traded in the same condition as when inspected by Wabash in determining the trade-in allowance. The trade-in allowance will be adjusted, or eliminated, for any subsequent change in condition of the equipment to be traded.

**26. EXPORT ADMINISTRATION REGULATIONS.** Wabash and Customer acknowledge and agree certain information, goods, permitted users, or destinations can be subject to U.S. export control laws and regulations under 22 C.F.R. § 120 et seq. of the International Traffic in Arms Regulations ("ITAR"), 15 C.F.R. § 730 et seq. of the Export Administration Regulations ("EAR"), and the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control under 31 C.F.R. § 501 et seq. ("OFAC"). By entering into this Agreement, the parties agree that they will not violate any laws or regulations under ITAR, EAR, and OFAC, and that they will not, without limitation, disclose, transfer, or export information or goods identified as being subject to ITAR and EAR to third parties, including foreign persons or entities whether or not related to or affiliated with such party, nor subcontract out any work or orders arising from this Agreement without first receiving express written consent from the disclosing party and as required by contract or by law, each party may need to register with the Directorate of Defense Trade Controls. If either party does not comply with its obligations under this Section or any terms specified in this Agreement such non-complying party will indemnify, hold harmless, and defend the other party as to any violations that the non-complying party may cause under ITAR, EAR, or OFAC, including but not limited to the payment of civil and criminal penalties, all costs and expenses, and attorneys' fees. Customer further acknowledges and agrees that prior authorization from the U.S. Government may be required for the sale, transfer, and export of any goods from the United States and any retransfer and reexport of goods. Accordingly, Customer acknowledges and agrees that this sale is contingent upon the U.S. Government issuing any required authorizations. Neither party shall



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be liable to the other for any delay or failure to perform caused by the delay or denial of the U.S. Government to issue any required export, reexport, or retransfer authorization for goods.

**27. FUEL SURCHARGE.** In response to a fuel surcharge imposed by Wabash's carriers, Wabash has implemented a fuel surcharge on all current and future shipments arranged by Wabash's transportation department. Wabash will take all future rate quotes from the rate matrix. Wabash will add the current fuel surcharge to the quoted price at the time of shipment. Wabash will calculate the surcharge weekly, with a week constituting Wednesday through Tuesday. The rate will fluctuate based on the national average price per gallon from the previous week.

## LIMITED WARRANTY

Wabash National Corporation (“Seller”) warrants to the first retail purchaser (“Purchaser”) that equipment manufactured by Seller and subject to this Limited Warranty (“Covered Products”) shall be free from defects in material and workmanship, when used under normal use and service, for the time periods expressly stated herein, with all warranty coverage commencing on the Commencement Date, defined as: (a) if the Purchaser is an end user, the earlier of: (i) the date the Covered Products leave Seller’s property; or (ii) 30 days after Seller completes manufacture of the Covered Products; or (b) if Seller sells or transfers the Covered Products to a Dealer, Distributor, or Wholesaler (collectively a “Dealer”), the earlier of: (i) the date of the first retail purchase of the Covered Products by an end user from a Dealer; or (ii) two years after Seller completes shipment of the Covered Products to a Dealer. This Limited Warranty shall only be in effect if the Covered Products warranted hereunder are properly maintained, cleaned, and operated in accordance with generally approved practices, including transporting or storing loads that do not exceed the manufacturer’s rated capacity and transporting, storing, or using loads or cleaning products that are not abrasive or corrosive in nature.

Purchaser is considered to have seen and understood the terms of this Limited Warranty before the purchase of the Covered Products, and this Limited Warranty is considered a basis of the bargain. Purchaser agrees that this Limited Warranty will be interpreted under the laws of the State of Indiana without regard to Indiana’s choice of law rules.

### **THE EXCLUSIVE REMEDY FOR ALL CLAIMS UNDER THIS LIMITED WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND AT SELLER’S OPTION AND SUBJECT TO THE CONDITIONS CONTAINED HEREIN, OF ANY PART, PORTION, OR THE ENTIRETY OF ANY COVERED PRODUCTS THAT FAILED AS A RESULT OF A DEFECT IN MATERIAL OR WORKMANSHIP.**

- A. Coverage:** Subject to the conditions, exclusions, and disclaimers herein, Seller warrants that the Covered Products will be free from defects in materials and workmanship for the following time periods following the Commencement Date:
1. **Vans:**
    - (a) 5 years for dry freight or refrigerated trailers and converter dollies;
    - (b) For dry van trailers made with DuraPlate® technology, an additional 2 years, parts and labor, for panel structural integrity, and an additional 3 years, parts only, for panel structural integrity;
    - (c) 5 years for swing doors made with DuraPlate technology panels;
    - (d) 1 year for container chassis, rail bogies, and special trailers, as designated on a sales order; and
  2. **Aerodynamic Devices and Composites:**
    - (a) 1 year for aerodynamic devices, composite panels, and other equipment that includes composite panels.
  3. **Platforms:**
    - (a) 5 years for all flatbed trailer products;
    - (b) 90 days, pro-rated, for paint and its application on all flatbed trailer products; and
    - (c) For steel main beams on flatbed trailer products, a lifetime limited warranty when properly maintained. Purchaser’s sole remedy for any alleged defects in steel main beams, material, and/or workmanship, shall be limited to the repair, replacement, or refund, at Seller’s option, of any allegedly defective main beam. Absent the application of other coverage contained herein, in no event will Seller be liable for any other costs, parts, or labor associated with refurbishing or otherwise bringing a flatbed trailer back to a serviceable condition as a result of the repair or replacement of a defective trailer main beam. Seller makes no warranty as to the flooring on platform trailers.
  4. **Truck Bodies:**
    - (a) 3 years or 36,000 miles, whichever comes first, bulkhead to bumper coverage for truck bodies, including rust-through corrosion, except:
      - i) 5 years for main body structural components, specifically the roof structure, perimeter wall structure, rear frame, door frames, and steel floor foundations; and
      - ii) 1 year for leaks in roofs and walls during normal use and service under ordinary weather conditions;
    - (b) 1 year for white FRP, white painted, and/or white decaled surfaces.
  5. **Tank Trailers:** 3 years, except as follows:
    - (a) For tank trailers indicated by Seller as intended for heavy duty service, 1 year, and



(b) For tank trailers where the maximum loading temperature is equal to or greater than 350 degrees Fahrenheit, Seller is not responsible for any barrel damage resulting from heat stress.

**6. Processing Equipment:** 1 year.

**B. Service:** Seller warrants that any service work it performs (“Services”) will be performed in a professional and workmanlike manner. Seller further warrants all Services for a period of 90 days after completion of the Services.

**C. Limitations:**

1. Seller excludes coverage from any part of the Covered Products not specifically warranted in sections A, B, or C above, including, but not limited to, the following items:
  - (a) Items manufactured by others, whether installed by Seller or not, including, without limitation, any lining that may be applied to a tank. Items manufactured by others may be covered by the manufacturer’s warranty. Seller provides a non-binding, informational-only Component Manufacturing Warranty Summary of these warranties for Purchaser’s convenience, available at: <https://www.onewabash.com/products/trailers/van-trailers/parts-services>.
  - (b) Mountings, U-bolts, other mounting components, and rear overhead door adjustments are not covered after 30 days from the date of sale to Purchaser.
2. Prior to performing any repair or replacement pursuant to this Limited Warranty, Seller may request and, if requested, must receive from Purchaser, confirmation that the Covered Products subject to this Limited Warranty were maintained, operated, and used in accordance with Seller’s recommendations, Seller’s specifications, and standard industry practice; were not involved in any type of accident; were not subject to abuse, alteration, misuse, or damage of any kind; were not used to transport illegal or uneven loads; and were not subject to improper service, repair, assembly, or disassembly. Such confirmation may include, but is not limited to, work orders, maintenance schedules, receipts, cargo logs, and related documentation.
3. This Limited Warranty applies only to Covered Products that are used in normal service. For Covered Products designed to carry or transport loads, “normal service” means the loading, unloading, and carriage of uniformly distributed, legal loads of non-corrosive and properly secured cargo on well-maintained public roads with gross vehicle weights not exceeding the labeled gross vehicle weight rating. For Covered Products designed to hold, store, or process loads, “normal service” means the loading, unloading, storage, and processing of legal, non-corrosive loads appropriate for the Covered Product. This Limited Warranty does not cover tank shell damage such as pitting (corrosion confined to a point or small area that takes the form of cavities), stress corrosion cracking (premature cracking of metals caused by corrosion and surface tensile stress (residual or applied)), crevice corrosion (deterioration caused by surface crack formation and opening), intergranular corrosion (preferential corrosion at metal grain boundaries), transgranular corrosion (corrosion across metal grains), etching (deterioration due to a corrosive attack), thickness loss (reduction of material due to reaction with its environment and reduction of material thickness due to abrasive action of its environment), tarnish (surface discoloration due to formation of a thin film of corrosive product), deformation (change in the shape), and microbiological induced corrosion (pitting corrosion produced by the activity of microorganisms).
4. Seller shall not be liable under this Limited Warranty if the damage, destruction, malfunction, or failure of the Covered Products was the result of exposure to pets, vermin, or rodents, or if the Covered Products have been involved in or subject to a tipping, upset, or overturn caused by, in whole or in part, the actions of the operator or the conditions in which they were operated.
5. Repairs or alterations to the Covered Products by Purchaser or others that Seller did not previously authorize shall void this Limited Warranty.
6. This Limited Warranty does not apply to normal maintenance, including alignments and adjustable items, or parts requiring replacement because of normal wear and tear.
7. Purchaser acknowledges that Wabash provides no warranty whatsoever on retread tires.

**D. Filing a claim:**

1. To the extent your state law allows, Purchaser must notify the Dealer, Authorized Warranty Provider, or Seller in writing of any warrantable defect or failure that occurs: (a) within 10 days after initial receipt of the Covered Products and prior to use of the Covered Products as to alleged manufacturing or workmanship defects; or (b) within 30 days after a warrantable defect or failure is or should have been discovered, which warrantable defect or failure must occur prior to the expiration of the applicable warranty period. This notice requirement will give Seller the opportunity to make any needed repairs. The date of discovery of a warrantable defect or failure does not extend the duration of any warranty. If Purchaser fails to provide timely written notice of a warrantable defect or failure, Purchaser waives its warranty claim with respect to such defect or failure.

2. Once Seller receives notification of a warranty claim, Seller shall have the right to inspect the claimed defective Covered Products at such time and place as Seller reasonably requests. After inspection, and only after Seller provides pre-approval for a repair under this Limited Warranty, such repair will be performed at a location determined by Seller. Purchaser is responsible for delivering the Covered Products to the specified location within 15 days of Seller's request to do so, and Purchaser assumes all risks and costs associated with such transportation and delivery. Seller shall not be obligated to furnish a "loaner" or to otherwise provide compensation for rented, loaned, or borrowed equipment or lost wages while repair is being made under this Limited Warranty.

**E. Disclaimers:**

1. **THIS LIMITED WARRANTY IS EXCLUSIVE, AND IN LIEU OF ANY IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED.**
2. **THIS LIMITED WARRANTY DOES NOT EXTEND TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF CARGO OR CONTENTS, LOST PROFITS, LOSS OF USE OF PRODUCT, LOSS OF TIME, INCONVENIENCE, RENTAL EXPENSES, TRANSPORTATION EXPENSES, PERSONAL INJURY, LABOR COSTS, DAMAGES FOR DELAYS, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, STATUTE, OR OTHERWISE.**
3. ORAL STATEMENTS BY SELLER'S EMPLOYEES OR REPRESENTATIVES DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY PURCHASER, AND ARE NOT PART OF THIS LIMITED WARRANTY OR THE CONTRACT FOR SALE. NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS DOCUMENT. NO PERSON OR ENTITY, INCLUDING DEALERS, MAY MODIFY, EXTEND, OR WAIVE ANY PART OF THIS LIMITED WARRANTY.
4. To the extent allowed by applicable law, the exclusion of indirect, incidental, consequential, liquidated, punitive, and other damages is independent of and shall survive any failure of the essential purpose of any limited remedy.
5. **IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF 1 YEAR, UNLESS ANY APPLICABLE STATE LAW PROVIDES OTHERWISE.**
6. This Limited Warranty is solely for the benefit of Purchaser and is non-assignable. This Limited Warranty gives Purchaser specific legal rights. Purchaser may also have other rights that vary depending on local laws. In some areas, local laws do not allow limitations on how long an implied warranty lasts or do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to you.

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