

## LIMITED WARRANTY

Wabash National Corporation (“Seller”) warrants to the first retail purchaser (“Purchaser”) that the 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 Product leaves Seller’s property; or (ii) 30 days after Seller completes manufacture of the Covered Product; or (b) if Seller sells or transfers the Covered Product 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 warranty shall only be in effect if the Covered Products warranted hereunder are properly maintained and operated in accordance with generally approved practices, including transporting 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. Seller makes no warranty as to parts or components manufactured by others, and the parties expressly understand that such parts or components are not Covered Products hereunder. Purchaser is considered to have seen and understood the terms of this Limited Warranty before the purchase of the Covered Product, and this Limited Warranty is considered a basis of the bargain.

**THE EXCLUSIVE REMEDY FOR ALL CLAIMS UNDER THIS 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 A COVERED PRODUCT THAT FAILED AS A RESULT OF A DEFECT IN MATERIAL OR WORKMANSHIP.**

**A. Coverage:** Subject to the conditions, exclusions, and disclaimers herein, this Limited Warranty provides the following coverage:

1. **White Surfaces:** Seller warrants that the Covered Products’ white FRP, white painted, and/or white decaled surfaces will be free from defects in materials and workmanship for a period of 1 year from the Commencement Date.
2. **Leaks:** Seller warrants that the Covered Products’ roof and walls will not leak during normal use and service under ordinary weather conditions as a result of defects in materials and workmanship for a period of 1 year from the Commencement Date.
3. **Bulkhead to Bumper:** Seller warrants that the Covered Products, other than the white surfaces and leaks as separately warranted above, will be free from defects in materials, workmanship, and rust-through corrosion for a period of 3 years from the Commencement Date or 36,000 miles, whichever occurs first.
4. **Structural.** Seller warrants that the Covered Products’ main body structural components, specifically, the roof structure, perimeter wall structure, rear frame, door frames, and steel floor foundations, will be free from defects in materials and workmanship for a period of 5 years from the Commencement Date.

**B. Limitations:**

1. Seller excludes coverage from any part of the Covered Products not specifically warranted in section A above, including, but not limited to, the following items:
  - a. Items not manufactured by Seller but installed by Seller at Purchaser’s request.
  - b. Mounting, 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 warranty, Seller may request and, if requested, must receive from Purchaser, confirmation that the Covered Products subject to this 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 warranty only applies to Covered Products that are used in normal service. “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.
4. Seller shall not be liable under this 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.

- Repairs or alterations to the Covered Products by Purchaser or others that Seller did not previously authorize shall void this warranty.
- This warranty does not apply to parts requiring replacement because of normal wear and tear.

**C. Filing a claim:**

- To the extent your state law allows, Purchaser must notify Seller, in writing to one of the points of contact below, of any warrantable defect or failure within 30 days after discovery of the warrantable defect or failure, 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. Notice to a Dealer/Distributor is not sufficient and does not satisfy this requirement. The date of discovery of a warrantable defect or failure does not extend the duration of any warranty. Notice must be delivered by personal delivery; nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid); or email to:

**Supreme Midwest**  
Attn: Warranty Claims  
2581 E. Kercher Road  
Goshen, IN 46528

- If Purchaser fails to provide timely written notice of a warrantable defect or failure, Purchaser's warranty claim with respect to such defect or failure is waived.
- 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 warranty repair, such warranty repair will be performed at a location determined by Seller. Purchaser is responsible for delivering the Covered Product 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 warranty.

**D. Disclaimers:**

- THIS 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.**
- THIS WARRANTY DOES NOT EXTEND TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF CARGO, 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.**
- 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 WARRANTY OR THE CONTRACT FOR SALE. NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS DOCUMENT. NO PERSON OR ENTITY, INCLUDING DEALERS/DISTRIBUTORS, MAY MODIFY, EXTEND, OR WAIVE ANY PART OF THIS LIMITED WARRANTY.
- 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.
- 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.**
- This limited warranty is solely for the benefit of Purchaser and is non-assignable. This 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.