

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 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. Components manufactured by others may be covered by the manufacturer’s own warranty. Seller provides a non-binding, informational only Component Manufacturing Warranty Summary of these warranties for Purchaser’s convenience, available at: <https://www.wabashnational.com/brands/wabash-national/wabash-parts-and-service>. 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, Seller warrants that the following Covered Products or components will be free from defects in materials and workmanship for the following time periods following the Commencement Date:
1. 5 years for non-DuraPlate® dry freight, refrigerated, molded structural composites (MSC) trailers, converter dollies, and RoadRailer® trailers;
 2. 5 years for DuraPlate® trailers, an additional 2 years, parts and labor, for DuraPlate® panel structural integrity, and an additional 3 years, parts only, for DuraPlate® panel structural integrity;
 3. 5 years for DuraPlate® swing doors;
 4. 1 year, parts only, for DuraPlate® Aerodynamic devices;
 5. 5 years for all Transcraft manufactured equipment, including Benson flatbed trailer products and Transcraft flatbed products;
 6. For the first retail customer that purchases the Wabash Extended Wheel End Warranty, 7 years for the components specified in the Wheel End Package, which terms and conditions are incorporated here by reference;
 7. 5 years, pro-rated, for paint and its application, except Seller warrants paint and coatings on all Transcraft® and Benson® trailers for only 90 days;
 8. 1 year for container chassis, rail bogies, and special trailers, as designated on a sales order; and
 9. 3 years for domestic containers.
- B. **Transcraft Platform Trailers Warranty Additional Terms:** In addition to the 5 year limited warranty against defects in material and workmanship described herein, the trailer main beam on all Transcraft platform trailers is covered by a lifetime limited warranty when properly maintained. Purchaser’s sole remedy for any alleged defects in Transcraft platform trailer main beams, material, and/or workmanship, shall be limited to the repair or replacement, 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 Transcraft platform 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 Transcraft platform trailers.
- C. **Limitations:**
1. 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.

2. 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. For RoadRailer® trailers, "normal service" also means operation on well-maintained railways; not operating at a speed on rail exceeding the rail bogie's rated speed limit; and not subjecting it to rail buff and draft forces that exceed its rated capacity.
3. 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.
4. Repairs or alterations to the Covered Products by Purchaser or others that Seller did not previously authorize shall void this warranty.
5. This warranty does not apply to parts requiring replacement because of normal wear and tear.
6. Purchaser acknowledges that Wabash provides no warranty whatsoever on retread tires.
7. If the applicable Wabash Extended Wheel End Warranty claim is made during the Extended Wheel End Warranty Period, Seller will only pay or reimburse Purchaser the retail price of the applicable Wheel End Product and/or part and 1 hour of labor at the authorized service provider's posted labor rate, unless the defective part is the hub cap and/or hub cap gasket, in which case Seller will only pay or reimburse Purchaser the retail price of the applicable Wheel End Product and/or part and one-quarter hour of labor at the authorized service provider's posted labor rate. Defective drums are excluded from the Extended Wheel End Warranty.

D. Filing a claim:

1. To the extent your state law allows, Purchaser must notify the Dealer/Distributor, Authorized Warranty Provider, or Seller, of any warrantable defect 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) 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.
2. If Purchaser fails to provide timely notice of a warrantable defect or failure, Purchaser's warranty claim with respect to such defect or failure is waived.
3. 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 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 warranty.

E. Disclaimers:

1. **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.**
2. **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.**
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 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.

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 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.

BUYER ACCEPTANCE AND TRAILER REGISTRATION

This Limited Warranty must be signed by Purchaser and returned to Transcraft® for warranty registration. However, failure of Purchaser to sign and agree to this Limited Warranty shall not expand its rights beyond those listed in this Limited Warranty.

By signing below, Purchaser acknowledges it has read this Limited Warranty, understands it, and agrees to its terms.

Purchaser Signature _____ Date _____

Purchaser Name _____ Telephone _____

Mailing Address _____

City _____ State _____ Zip _____

Code _____

Vehicle Identification Number(s) _____

**For each trailer purchased, return this Buyer Acceptance and Trailer Registration acknowledgement to:
Transcraft Corporation, PO Box 1639, Cadiz, KY 42211, Attn: Warranty Department**