

The following terms and conditions are those of the Wabash National Standard Limited Warranty in effect as of July 21, 2009. Please refer to the terms of the Limited Warranty delivered with your sales order to determine the exact warranty terms applicable to your trailer.

WABASH NATIONAL STANDARD LIMITED WARRANTY

Wabash warrants to the first retail customer that all Wabash manufactured equipment will be free of defects in material and workmanship.

The Limited Warranty shall commence thirty (30) days subsequent to the equipment finish date and shall be in effect for a period of:

- (a) One year for container chassis, rail bogies, converter dollies, and special trailers
- (b) Three years for domestic containers
- (c) Five years for non-DuraPlate[®] dry freight, refrigerated, and RoadRailer[®] trailers
- (d) Ten years for DuraPlate[®] trailers, consisting of:
 - Five year Wabash Limited Warranty;
 - An additional two years, parts and labor, for DuraPlate[®] structural integrity; and
 - An additional three years, parts only, for DuraPlate[®] structural integrity.
- (e) Five years for DuraPlate[®] swing doors
- (f) One year, parts only, for the DuraPlate[®] AeroSkirt[®]

This Limited Warranty only applies to equipment that is properly maintained, that is used in normal service, and that is free from accident or collision. "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.

Wabash shall not be liable under this Limited Warranty if:

- (a) The damaged, malfunctioning, or broken component of the equipment was the result of an accident; or
- (b) The equipment was subjected to abuse, alteration, misuse or extraordinary usage of any kind, including but not limited to:
 - (1) Loading beyond the specifications and load ratings established by Wabash;
 - (2) Loading beyond the rated loads established by Federal, State or local laws, statutes, ordinances, or regulations;
 - (3) Loading in excess of the gross vehicle weight rating (GVWR) as posted on the vehicle identification plate attached to the trailer at the factory;
 - (4) Loading such that any axle weight exceeds the gross axle weight rating (GAWR) listed on the vehicle identification plate;
 - (5) Loading in excess of the advertised concentrated load capacity;
 - (6) Operation at speed exceeding the applicable posted speed limit (including recommended speed on curves);
 - (7) The equipment, or any part thereof, was not properly inspected;
 - (8) The equipment, or any part thereof, was not properly maintained;
 - (9) The equipment, or any part thereof, was improperly used, stored, installed, repaired, or operated; and/or
 - (10) The equipment or any part thereof was subject to corrosive environmental conditions causing premature aging.

For RoadRailer[®] trailers, "normal service" also means operation on well maintained railways and not subjecting units to rail buff and draft forces which exceed the unit's rated capacity, nor shall the unit be operated at a speed on rail exceeding the rail bogie's rated speed limit.

The parties understand and acknowledge that this Limited Warranty excludes the following:

- (a) Parts, components, equipment, or accessories manufactured by others, including, but not limited to: axles, suspension, wheel hubs, rims, landing gear, tire inflation systems, etc. Wabash hereby assigns to first retail customer any warranties in favor of Wabash with respect to any such parts, components or accessories that are incorporated into any goods purchased by Customer and which may legally be assigned by Wabash. Wabash will provide copies of applicable part, component, equipment, or accessory warranties upon reasonable request;
- (b) Parts, components, equipment, or accessories that are not defective at time of delivery but which as a result of normal wear and tear require replacement during the warranty period. Such parts, components, equipment, or accessories include, but are not limited to: tires, lights, paint, door seals, brake linings, brake drums, air hoses, air lines, slide-hose springs, scuff and interior linings, dock bumpers, hub cap gaskets, adhesives, and exposed electrical wiring;
- (c) Normal maintenance, including but not limited to, alignments and adjustments; and/or
- (d) Trailers, parts, components, equipment, or accessories that have been repaired or altered by anyone other than Wabash's authorized service provider.

Wabash agrees to only administer standard part, component, equipment, or accessory warranties, to include those pertaining to lights, refrigeration units, and tires. At the request of Wabash and/or its suppliers, relevant components must be returned to a specific location for evaluation. Any agreement between part, component, equipment, or accessory suppliers with respect to "extended-period" warranties will not be administered by Wabash beyond the standard warranty period unless Wabash expressly agrees to administer such extended-period warranty program in writing under separately agreed to terms and conditions.

Wabash's exclusive liability shall be the repair or replacement, at Wabash's option, with respect to any warranty claim. All warranty repairs will be performed at a location determined by Wabash. Customer is responsible for all associated transportation costs. Replaced components are to be retained for 120 days unless authorized otherwise. Replaced components must be returned to Wabash and/or its vendors within 14 days of request.

Wabash provides no warranty whatsoever with respect to retread tires, to include no warranty of installation workmanship.

Any accepted warranty claim with respect to paint or its application is subject to five-year pro-rata cost sharing between Wabash and Customer.

In the event of a warranty claim or any other claim with respect to these Terms and Conditions, any Sales Confirmation, or any other agreement respecting the purchase or sale of goods from Wabash (collectively, "Agreement"), Wabash's exclusive liability shall be the repair or replacement, at Wabash's option, of any equipment or component. The first retail customer must notify Wabash in writing of any claim regarding alleged defective or nonconforming goods:

- (a) Within ten (10) days after initial receipt of the goods and prior to use of the goods as to alleged manufacturing or workmanship defects; or
- (b) Within thirty (30) days after a defect is or should have been discovered with respect to any claim covered by such warranty.

If the first retail customer fails to provide timely notice to Wabash of a claim, the goods shall be deemed accepted by first retail customer without objection and any such claim by first retail customer shall be waived. First retail customer acknowledges and agrees that it will not assert a right of offset or recoupment against Wabash or any affiliate thereof, or its working capital lender or any successor or replacement working capital lender or any affiliate thereof, with respect to any future, present or prior sales transactions involving any new or used goods or any other obligation of Wabash to first retail customer.

WITH RESPECT TO FIRST-PARTY CLAIMS OF FIRST RETAIL CUSTOMER AGAINST WABASH, THE RIGHTS AND REMEDIES PROVIDED TO FIRST RETAIL CUSTOMER HEREIN SHALL BE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES OF FIRST RETAIL CUSTOMER, TO INCLUDE IF CUSTOMER REVOKES THE GOODS. FIRST RETAIL CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES PROVIDED BY APPLICABLE LAW OR EQUITY, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE OR ANY OTHER DAMAGES. WABASH SHALL NOT BE LIABLE TO FIRST RETAIL CUSTOMER FOR ANY LOST BUSINESS OPPORTUNITY AND/OR PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES (INCLUDING LOSS OF CARGO), OR ANY CLAIMS OR DEMANDS BROUGHT BY OR AGAINST FIRST RETAIL CUSTOMER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, WABASH'S NEGLIGENCE OR BREACH OF WARRANTY. WABASH SHALL HAVE NO OBLIGATION TO REPLACE OR REPAIR ANY GOODS WHICH ARE LOST OR STOLEN OR DESTROYED OR DAMAGED BY FIRE OR ANY OTHER PERIL NOT DIRECTLY RELATED TO A VALID WARRANTY CLAIM. IN NO EVENT SHALL WABASH'S AGGREGATE LIABILITY TO FIRST RETAIL CUSTOMER ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SALE OF ANY GOODS UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID TO WABASH BY FIRST RETAIL CUSTOMER FOR SUCH GOODS. ANY ACTION AGAINST WABASH MUST BE BROUGHT WITHIN TWENTY-FOUR (24) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. 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. NOTWITHSTANDING THE FOREGOING, THIS PARAGRAPH IS NOT INTENDED TO LIMIT FIRST RETAIL CUSTOMER'S RIGHTS TO SEEK INDEMNIFICATION AND/OR CONTRIBUTION FOR THIRD-PARTY CLAIMS BROUGHT AGAINST FIRST RETAIL CUSTOMER WITH RESPECT TO THE GOODS. THIS LIMITED WARRANTY IS SOLELY FOR THE BENEFIT OF THE FIRST RETAIL CUSTOMER AND IS NON-ASSIGNABLE.

WABASH OFFERS NO WARRANTY WHATSOEVER FOR CUSTOMER-SUPPLIED COMPONENTS AND MATERIAL.

WABASH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WITH RESPECT TO CUSTOMER-SUPPLIED COMPONENTS AND MATERIAL DISCLAIMS ANY WARRANTY OF TITLE AND INTELLECTUAL PROPERTY INFRINGEMENT.

ONLY THE WABASH WARRANTY DEPARTMENT HAS THE AUTHORITY TO DECIDE WARRANTY CLAIMS.

WARRANTY REPAIRS AND REPLACEMENTS DO NOT EXTEND THE WARRANTY PERIOD WHICH BEGINS THIRTY (30) DAYS SUBSEQUENT TO THE FINISH DATE.

WABASH NATIONAL®, DURAPLATE® ROADRAILER® AND DuraPlate® AeroSkirt® ARE REGISTERED TRADEMARKS OF WABASH NATIONAL, L.P.