



TRANSCRAFT CORPORATION STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions, to include the expressed Limited Warranty ("Terms and Conditions"), are entered into by Transcraft Corporation (referred to herein, together with any and all affiliates, as "Transcraft") and the First Customer ("Customer"). In consideration of the premises and undertakings of Transcraft and Customer herein, Transcraft and Customer agree to these Standard Terms and Conditions:

1. **SALE OF GOODS.** Customer may purchase from Transcraft and Transcraft may sell to Customer from time to time certain equipment, goods and products ("goods") pursuant to one or more purchase orders submitted by Customer via facsimile, electronic mail or telephone. Acceptance of any purchase order and sale of any goods to Customer by Transcraft shall be conditioned upon: (a) execution by Customer of a quotation in the form provided by Transcraft ("Quotation"); and (b) Customer's assent to these Terms and Conditions which shall be automatically incorporated into, supplement and govern each Quotation and the performance of Transcraft and Customer. To the extent any terms set forth in any document, exclusive of a Quotation document, conflict with these Terms and Conditions, the terms of these Terms and Conditions shall be controlling. Modifications by Customer of these Terms and Conditions shall be without force and effect unless approved in writing by an authorized representative of Transcraft.

2. **CANCELLATION.** If Customer cancels an order after Transcraft has purchased goods and/or has entered a binding and non-cancellable contract for the supply of items for the purpose of fulfilling the order, Customer shall be obligated to reimburse Transcraft for the lesser of: (i) the cost of any such goods procured by Transcraft for the purpose of fulfilling the order, which is unable to be used by Transcraft in the course of its business within six months of the cancellation, or (ii) the cost to cancel any contract for the supply of goods entered by Transcraft for the purpose of fulfilling the order. If Customer cancels a purchase order within forty-five (45) days of the production date, Customer shall pay a cancellation charge equal to eighteen percent (18%) of the total purchase price of the subject goods.

3. **TERMS OF PAYMENT.** The purchase price for goods shall be: (a) F.O.B. Transcraft's facility in Cadiz, Kentucky or such other shipping point as Transcraft shall designate ("shipping point"); (b) exclusive of applicable federal, state and local taxes (including sales and use taxes), excises, duties and import fees ("Taxes"), which Customer shall pay or reimburse to Transcraft, but inclusive of Federal Excise Taxes or exclusive of Federal Excise Taxes if Customer is a Transcraft Dealer; (c) if the goods are to be made exempt from Taxes, Customer agrees to provide Transcraft 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 Transcraft delivers sales invoices to the Customer which omit the Taxes. Customer further agrees that such documents will be prepared and executed in accordance with the requirements of the taxing jurisdictions which provide for exemptions from the Taxes and that Transcraft may rely on the Customer's representations made therein as the basis for omitting billing of the Taxes; and (d) exclusive of freight and delivery charges, licensing expenses and insurance, all of which Customer shall pay. For Customer-designed goods, prototypes, or Customer-direct single unit orders, Customer shall pay upon entry of an order a minimum deposit of twenty percent (20%) of the total purchase price specified in the Quotation before production of the goods shall commence. Transcraft shall deliver an invoice to Customer with respect to each trailer when Transcraft determines that: (x) production of such trailer has been completed (including incorporation of any Customer-furnished parts); and (y) such trailer passes applicable motor vehicle safety standards. Unless otherwise provided in the Quotation, Customer's payment for all goods, applicable taxes, and transportation costs shall be due upon invoice date and paid prior to pickup or delivery, unless otherwise agreed in writing. All late payments shall bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law.

For non-Dealer Customers, Transcraft's acceptance of a Quotation and shipment of goods pursuant thereto shall at all times be subject to Transcraft's approval of Customer's credit. Customer agrees that it shall provide to Transcraft from time to time any and all financial information which Transcraft reasonably requests to establish and maintain Transcraft's credit approval. Notwithstanding anything herein or in any agreement between the parties to the contrary, for Customer-direct orders, Transcraft 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 Transcraft); (b) require Customer to provide security or credit enhancements acceptable to Transcraft as a condition of accepting purchase orders or completing shipments of goods pursuant to accepted purchase orders; and/or (c) require the payment of a deposit. Transcraft shall use commercially reasonable efforts to provide Customer with as much advance notice as practicable of any change in credit terms.

4. **PURCHASE PRICE AND ADJUSTMENTS.** Customer affirms and understands that the pricing set forth in this Quotation is exclusive of certain material costs, to include, without limitation, tires and apitong wood, which will be confirmed and charged to customer separately, and in writing, at the material cost(s) then in effect as of the production date ("Excluded Material Costs"). Customer agrees and affirms it shall accept and pay the Excluded Material Costs in effect as of the production date, in addition to the purchase price set forth in the Quotation, as required pursuant to these Terms and Conditions. Alternatively, Customer may elect to purchase and supply its own materials in lieu of accepting and paying the Excluded Material Costs, provided that such Customer-supplied materials are provided to Transcraft pursuant to Paragraph 6 of these Terms and Conditions. Customer's failure to either pay the Excluded Material Costs, or to supply its own materials in lieu of accepting and paying the Excluded Material Costs, shall delay the production start date, and may be deemed by Transcraft as a material breach of these Terms and Conditions, which Customer understands and agrees may result in cancellation of this Order.

In addition, the purchase price set forth in the Quotation (which, as set forth above, does not include Excluded Material Costs) is subject to adjustment until sixty (60) days prior to the production date. Any purchase price adjustment to the purchase price set forth in the Quotation (the "Purchase Price Adjustment") will be reasonably based upon increased component and material costs as indicated by industry accepted indexes. If Transcraft exercises such Purchase Price Adjustment, Customer may cancel the order with respect to any Purchase Price Adjusted goods as long as the cancellation occurs prior to forty-five (45) days of the production date. If, after the issuance by Transcraft of a Quotation, a Governmental Action (as herein defined) 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 the requirements of the Governmental Action will be added to the applicable invoice and paid by Customer. As used herein, the term "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.

5. **CHANGE ORDERS.** Transcraft will consider submitted change orders to a Quotation up to forty-five (45) days prior to production, with reasonable consideration given to availability of components and required additional engineering. There will be no obligation to consider change orders submitted within forty-five (45) days of production. Unless otherwise specified in a Dealer stock program, each accepted standard change order will include a one hundred and fifty dollar (\$150.00) administrative fee. Unless otherwise specified in a Dealer stock program, each accepted custom change order will include a three hundred dollar (\$300.00) administrative and engineering fee.

6. **CUSTOMER SUPPLIED ITEMS.** If Customer is to supply components or materials, to include but not limited to trailer tracking units, tires, mudflaps, and decals:

- (a) Customer shall provide supplier profile/identification to Transcraft at time of order acceptance; and
- (b) Customer shall ensure supplier complies with Transcraft's Customer Supplied Material Standard Requirements and shall ensure that such components or materials are received by Transcraft no later than fourteen (14) days prior to production date.

If Customer does not timely supply such items, or other information that Transcraft may reasonably request necessary for completing production, including but not limited to approved engineering drawings, Transcraft may, without recourse and at its sole discretion, cancel or reschedule production, incorporate substitute materials or refuse to incorporate materials, to include manufacturing trailers without decals. Customer agrees to be financially responsible for any and all incidental and consequential costs associated with the late supply of customer-supplied components and materials, to include a three-hundred and fifty dollar (\$350.00) per trailer off-line-manufacturing handling fee.

7. **FORCE MAJEURE.** Transcraft shall not be liable in damages and has the right to terminate this Agreement for any delay or default in performing hereunder 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, explosion, etc.), government restrictions, strikes, labor outages, wars, insurrections, or any other cause beyond the reasonable control of Transcraft.

8. **DELIVERY.** Delivery of goods shall be F.O.B. shipping point. At Customer's request, Transcraft may arrange shipment of the goods by common or contract carrier, with Customer as the consignee, to such destination. Transcraft 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 Transcraft shall not be liable for any delays in shipment and any delays in shipment shall not relieve Customer of its obligation to accept the goods. If Customer is arranging pick-up and delivery of its goods, Customer shall take delivery of its goods within ten (10) business days of notice of production. After ten (10) business days, Customer shall pay a storage fee of fifteen dollars (\$15.00) per day per trailer with Transcraft reserving the right to transport and deliver the goods to Customer solely at the Customer's expense, to include a one hundred dollar (\$100.00) transportation arrangement fee. Unless Transcraft arranges shipment, Customer agrees that it shall be Customer's responsibility to ensure that the carrier delivering goods to Customer has adequate insurance in full force and effect to cover any and all loss or damage to any goods which may result from delivery or transport of the goods. Risk of loss and damage to goods shall pass to Customer upon shipment from the shipping point. Claims for any goods lost or damaged during shipment shall be filed by Customer directly with the carrier.

9. **TRANSCRAFT LIMITED WARRANTY.** Transcraft warrants to the first retail customer that all Transcraft manufactured equipment will be free of defects in material and workmanship as defined by Transcraft for five (5) years, subject to limitations and/or additional terms set forth in the attached Transcraft Limited Warranty Agreement for Flatbed Trailers.

Unless otherwise agreed in writing by Transcraft for sales through authorized Transcraft dealers, the Limited Warranty shall commence thirty (30) days subsequent to the equipment finish date and shall be in effect for a period of:

- (a) Five years for all Transcraft® manufactured equipment, including Benson® flatbed trailer products and Transcraft® flatbed products
- (b) Lifetime for the trailer main beam on all Transcraft® steel flatbed trailers
- (c) Ninety days for paint and coatings on all Transcraft® and Benson® trailers

NOTE: THIS LIMITED WARRANTY IS FULLY DETAILED IN THE ATTACHED "TRANSCRAFT LIMITED WARRANTY FOR FLATBED TRAILERS"

10. **TRANSCRAFT'S REMEDIES.** In the event of a default by Customer, or if Transcraft deems itself insecure, Transcraft may suspend all shipments until all delinquencies and defaults are cured and adequate assurances of performance by Customer are given to Transcraft. Material provided by Customer for incorporation into or attachment to the goods shall become the exclusive property of Transcraft until Transcraft receives full payment for the goods. CUSTOMER SHALL BE LIABLE TO TRANSCRAFT FOR AND SHALL PAY TO TRANSCRAFT ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY TRANSCRAFT TO COLLECT THE PURCHASE PRICE FROM CUSTOMER OR OTHERWISE TO ENFORCE ANY AGREEMENT IN THE EVENT OF CUSTOMER'S BREACH. In the event of a default by Customer, Transcraft shall have 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.

11. **INDEMNIFICATION.** Customer shall notify Transcraft of any accident or condition resulting in personal injury 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 Transcraft within ten (10) days thereof, Customer shall hold harmless and indemnify Transcraft from any claims, injury or damage resulting therefrom. Customer agrees to hold harmless and indemnify Transcraft from any claims, including but not limited to claims for violations of any statute or regulation, for personal injury, property damage, patent infringement or appropriation of proprietary technology arising out of any equipment, materials, designs or specifications furnished by Customer.

With respect to goods or parts thereof manufactured or produced in accordance with designs, design information, specifications or processes supplied by Customer, Customer shall indemnify and hold harmless Transcraft, against any and all loss, damage, cost, fees (including without limitation, reasonable attorney's fees), expenses, liabilities, claims, suits, proceedings and actions arising out of or in connection with any actual or alleged infringement or violation of any patent, trademark, copyright, confidentiality, trade secret or other intellectual property rights relating to the manufacture and sale of such goods or to any damages suffered by any third parties as a result of Transcraft following such designs, design information, specifications or processes.

12. **WAIVER/SEVERABILITY.** Failure by Transcraft to insist upon strict compliance with any of the terms or conditions of any Agreement (including, without limitation, these Terms and Conditions) shall not be deemed a waiver of such terms or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. In case any one or more of the provisions contained in any Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby.

13. GOVERNING LAW. The laws of the State of Indiana shall govern this Agreement and all dealings between Customer and Transcraft, in all respects, including claims pertaining to execution, interpretation, performance and enforcement, without regard to principles of conflicts of law. **TRANSCRAFT 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 TRANSCRAFT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.**

14. EFFECTIVE DATE/MODIFICATION/ENTIRE AGREEMENT. These Terms and Conditions shall become effective upon execution of the Quotation as to all newly executed, existing, in-process and future transactions between Customer and Transcraft. Except as provided for herein, no modification, amendment, extension or alleged waiver of these Terms and Conditions, any Quotation or any purchase order will be binding on either party unless in writing and signed by the party sought to be bound. **THESE TERMS AND CONDITIONS, TO INCLUDE THE TRANSCRAFT LIMITED WARRANTY, TOGETHER WITH ANY APPLICABLE QUOTATION, CONSTITUTE THE FINAL WRITTEN EXPRESSION OF THE PARTIES WITH RESPECT TO CUSTOMER'S PURCHASE OF GOODS FROM TRANSCRAFT,** and this Agreement supersedes and replaces all prior agreements and understandings, written or oral. These Terms and Conditions shall be binding upon and shall inure to the benefit of Transcraft 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 THESE TERMS AND CONDITIONS SHALL BE WITHOUT FORCE AND EFFECT.**

TRANSCRAFT®
LIMITED WARRANTY FOR FLATBED TRAILERS

Transcraft warrants to the first retail customer (“Customer”) that all Transcraft® manufactured equipment, including Benson® flatbed trailer products and Transcraft® flatbed products, will be free of defects in material and workmanship for five (5) years, subject to limitations and/or additional terms set forth in this Limited Warranty Agreement. 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 trailer’s gross vehicle weight rating.

Unless otherwise agreed in writing by Transcraft for sales through authorized Transcraft dealers, the Limited Warranty shall commence thirty (30) days subsequent to the equipment finish date.

Transcraft® Steel Flatbed Warranty Additional Terms: In addition to the five-year Limited Warranty against defects in material and workmanship described herein, the trailer main beam on all Transcraft® steel flatbed trailers is covered by a lifetime warranty. Customer’s sole remedy for any alleged defects in trailer main beam, material and/or workmanship shall be limited to the repair or replacement, at Transcraft’s option, of any allegedly defective main beam.

Transcraft 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 damaged, malfunctioning, or broken component of the equipment was the result of exposure to pests, vermin, or rodents; or
- (c) The equipment has been structurally altered or modified (including, but not limited to modifications of the lift axle or installation of remote or electronic lift axle operations); or
- (d) The equipment has been involved in or subject to a tipping, upset or overturn caused by, or resulting - in whole or part – from, the actions of the operator and/or the conditions in which it operated; or
- (d) 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 Transcraft;
 - (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) Operation at speeds in excess of those prescribed by the tire manufacturer;
 - (8) Operation with tire pressure other than that prescribed by the tire manufacturer;
 - (9) The equipment, or any part thereof, was not properly inspected;
 - (10) The equipment, or any part thereof, was not properly maintained or serviced in accordance with ordinary, customary standards;
 - (11) The equipment, or any part thereof, was improperly used, stored, installed, repaired, or operated; and/or
 - (12) The equipment or any part thereof was subject to corrosive environmental conditions causing premature aging.

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, hydraulic lift systems and components, etc. Transcraft hereby assigns to first retail customer any warranties in favor of Transcraft 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 Transcraft. Transcraft 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 normally have to be replaced periodically during the warranty period. Such parts, components, equipment, or accessories include, but are not limited to, tires, lights, brake linings, brake drums, air hoses, air lines, slide-hose springs, 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 Transcraft’s authorized service provider, unless in Transcraft’s opinion such repairs were not the cause of and did not contribute to the cause of the claim.

Paint and coatings on all Transcraft® and Benson® trailers are considered wear items and are subject to a limited ninety (90) day warranty against failure to adhere by reason of defective surface preparation or application. Cosmetic or surface corrosion resulting from ordinary wear and tear, including without limitation, from stone chips, scratches, road hazard impacts, roadway chemicals, or roadway sprays or surface treatments are specifically excluded from this ninety (90) day limited warranty. Transcraft hereby assigns to first retail customer any warranties provided by paint manufacturers in favor of Transcraft with respect to paint to the extent permitted by law.

At the request of Transcraft and/or component suppliers, relevant components and/or digital photographs shall be provided for evaluation and claim adjudication. Transcraft agrees to only administer standard part, component, equipment, or accessory warranties, excluding lights and tires. Any agreement between part, component, equipment, or accessory suppliers with respect to “extended-period” warranties will not be administered by Transcraft beyond the standard Limited Warranty period unless Transcraft expressly agrees to administer such extended-period warranty program in writing under separately agreed to terms and conditions.

Transcraft's exclusive liability shall be the repair or replacement, at Transcraft's option, with respect to any warranty claim made under this Limited Warranty. All warranty repairs will be performed at a location determined by Transcraft. Customer is responsible for all associated costs, including without limitation, transportation of the product to such location and down time. Replaced components are to be retained for 120 days unless authorized otherwise. Replaced components must be returned to Transcraft and/or its vendors within 14 days of request.

UNLESS OTHERWISE SET FORTH IN THIS LIMITED WARRANTY, THIS LIMITED WARRANTY IS SOLELY FOR THE BENEFIT OF FIRST RETAIL CUSTOMER AND IS NON-ASSIGNABLE.

TRANSCRAFT OFFERS NO WARRANTY FOR CUSTOMER-SUPPLIED COMPONENTS OR MATERIALS. WARRANTY REPAIRS AND REPLACEMENTS DO NOT EXTEND THE WARRANTY PERIOD. ONLY THE TRANSCRAFT WARRANTY DEPARTMENT HAS THE AUTHORITY TO DECIDE WARRANTY CLAIMS.

THE PARTIES AGREE THAT THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED. NO OTHER TERMS OR CONDITIONS AS TO WARRANTY APPLIES. ALL OTHER ALLEGED WARRANTIES, PROMISES, TERMS AND CONDITIONS ARE HERBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVED. ALL WARRANTIES, AND TERMS AND CONDITIONS WITH REGARD TO WARRANTY ARE CONTAINED IN THIS DOCUMENT AND THIS DOCUMENT ALONE.

TRANSCRAFT 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 MATERIALS, DISCLAIMS ANY WARRANTY OF TITLE AND INTELLECTUAL PROPERTY INFRINGEMENT.

In the event of a warranty claim or any other agreement respecting the purchase or sale of goods from Transcraft (collectively, "Agreement"), Transcraft's exclusive liability shall be the repair or replacement, at Transcraft's option, of any equipment or component. Customer must notify Transcraft 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 Customer fails to provide timely notice to Transcraft of a claim, the goods shall be deemed accepted by Customer without objection and any such claim by Customer shall be waived. Customer acknowledges and agrees that it will not assert a right of offset or recoupment against Transcraft 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 Transcraft to Customer.

WITH RESPECT TO FIRST-PARTY CLAIMS OF CUSTOMER AGAINST TRANSCRAFT, THE RIGHTS AND REMEDIES PROVIDED TO CUSTOMER HEREIN SHALL BE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES OF CUSTOMER, TO INCLUDE IF CUSTOMER REVOKES THE GOODS. CUSTOMER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES PROVIDED BY LAW OR EQUITY, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PUNITIVE OR ANY OTHER DAMAGES. TRANSCRAFT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES (INCLUDING LOSS OF CARGO), OR ANY CLAIMS OR DEMANDS BROUGHT BY OR AGAINST CUSTOMER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, TRANSCRAFT'S NEGLIGENCE OR BREACH OF WARRANTY. TRANSCRAFT 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 THAT IS NOT DIRECTLY RELATED TO A VALID WARRANTY CLAIM. IN NO EVENT SHALL TRANSCRAFT'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SALE OF ANY GOODS RELATING TO THIS AGREEMENT EXCEED THE PURCHASE PRICE PAID TO TRANSCRAFT BY OR ON BEHALF OF CUSTOMER FOR SUCH GOODS.

ANY ACTION AGAINST TRANSCRAFT 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 CUSTOMER'S RIGHTS TO SEEK INDEMNIFICATION AND/OR CONTRIBUTION FOR THIRD-PARTY CLAIMS BROUGHT AGAINST CUSTOMER WITH RESPECT TO THE GOODS.

The parties agree that the laws of the State of Indiana shall govern the validity, interpretation, execution and performance of this Agreement and all dealings between Customer and Transcraft, in all respects, without regard to principles of conflicts of law. **TRANSCRAFT AND CUSTOMER AGREE THAT THE PARTIES ARE SUBJECT TO, AND AGREE TO, THE EXCLUSIVE JURISDICTION OF THE STATE OF INDIANA REGARDING ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT, AND ALL SUCH ACTIONS OR PROCEEDINGS SHALL BE TRIED AND LITIGATED ONLY IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA OR IN THE TIPPECANOE COUNTY COURTS OF THE STATE OF INDIANA. CUSTOMER AND TRANSCRAFT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.**

If any provision of this limited warranty is found to be unenforceable or void as against public policy, all remaining provisions shall remain valid and in full force and effect.

BUYER ACCEPTANCE AND TRAILER REGISTRATION

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

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

Customer Signature _____ Date _____

Customer Name _____ Telephone _____

Mailing Address _____

City _____ State _____ Zip Code _____

Trailer Vehicle Identification Number (VIN): _____

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