



## WABASH NATIONAL CORPORATION STANDARD TERMS AND CONDITIONS: TRUCK BODIES

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

1. **SALE OF GOODS.** Customer may purchase from Wabash and Wabash 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 Wabash shall be conditioned upon: (a) execution by Customer of a Sales Confirmation in the form provided by Wabash ("Sales Confirmation"); and (b) Customer's assent to these Terms and Conditions which shall be automatically incorporated into, supplement and govern each Sales Confirmation and the performance of Wabash and Customer. To the extent any terms set forth in any document, exclusive of a Sales Confirmation 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 Wabash.
2. **CANCELLATION.** 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. Wabash's facility in Lafayette, Indiana or such other shipping point as Wabash 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 Wabash; (c) 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 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 Wabash 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. Wabash shall deliver an invoice to Customer with respect to each unit when Wabash determines that: (x) production of such unit has been completed (including incorporation of any customer-furnished parts); and (y) such unit passes applicable motor vehicle safety standards. Unless otherwise provided in the Sales Confirmation, Customer's payment for all goods, applicable taxes, and transportation costs shall be net thirty (30) days from the date of the applicable invoice ("invoice date"). 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.

Wabash's acceptance of a Sales Confirmation and shipment of goods pursuant thereto shall at all times be subject to Wabash's approval of Customer's credit. Customer agrees that it shall provide to Wabash from time to time any and all financial information which Wabash reasonably requests to establish and maintain Wabash's credit approval. Notwithstanding anything herein or in any 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); and (b) require Customer to provide security or credit enhancements acceptable to Wabash as a condition of accepting purchase orders or completing shipments of goods pursuant to accepted purchase orders. Wabash 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 Sales Confirmation is exclusive of certain material costs, to include, without limitation, wood flooring, 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 Sales Confirmation, 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 Wabash 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 Wabash 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 Sales Confirmation (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 Sales Confirmation (the "Purchase Price Adjustment") will be reasonably based upon increased component and material costs as indicated by industry accepted indexes. If Wabash 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 Wabash of a Sales Confirmation, 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.** Wabash will consider submitted change orders to a Sales Confirmation 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. Each accepted custom change order will include a two hundred dollar (\$200.00) administrative and engineering fee.
6. **CUSTOMER SUPPLIED ITEMS.** If Customer is to supply components or materials, to include but not limited to chassis, lift gates, refrigeration units and decals:
  - (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 ten (10) days prior to production date.
  - (c) If Customer is supplying a chassis and the chassis is not picked up by Customer within twenty-one (21) days of the production date, than

- (i) Customer shall pay Wabash all costs that Wabash incurs in its discretion to maintain the chassis in road-worthy working condition, and (ii) Wabash shall not be responsible for any loss or damage to the chassis caused by any reason, including but not limited to Acts of God, accident, theft, vandalism, government restrictions, strikes, labor outages, wars, or insurrections.

If Customer 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 materials, to include manufacturing units 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 fifty dollar (\$50.00) per unit off-line-manufacturing handling fee.

**7. FORCE MAJEURE.** Wabash 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 Wabash.

**8. DELIVERY.** Delivery of goods shall be F.O.B. shipping point. Wabash will make a good faith effort to honor Customer's pick-up instructions and make available goods on or before any stated shipping date; however, such shipping date is an estimate only and Wabash 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. 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. WABASH 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) Ten years for DuraPlate® truck bodies, 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.
- (b) Five years for DuraPlate® swing doors

**NOTE: THIS LIMITED WARRANTY IS FULLY DETAILED IN THE ATTACHED "WABASH LIMITED WARRANTY"**

**10. WABASH'S REMEDIES.** In the event of a default by Customer, or if Wabash deems itself insecure, Wabash may suspend all shipments until all delinquencies and defaults are cured and adequate assurances of performance by Customer are given to Wabash. 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 SHALL BE LIABLE TO WABASH FOR AND SHALL 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 a default by Customer, Wabash 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 Wabash 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 Wabash within ten (10) days thereof, Customer shall hold harmless and indemnify Wabash from any claims, injury or damage resulting therefrom. Customer agrees to hold harmless and indemnify Wabash 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.

**12. WAIVER/SEVERABILITY.** Failure by Wabash 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 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 WAIVE THE RIGHT TO TRIAL BY JURY.

**14. EFFECTIVE DATE/MODIFICATION/ENTIRE AGREEMENT.** These Terms and Conditions shall become effective upon execution of the Wabash National Sales Order Confirmation as to all newly executed, existing, in-process and future transactions between Customer and Wabash. Except as provided for herein, no modification, amendment, extension or alleged waiver of these Terms and Conditions, any Sales Confirmation 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 WABASH LIMITED WARRANTY, TOGETHER WITH ANY APPLICABLE SALES CONFIRMATION, CONSTITUTE 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. These Terms and Conditions shall be binding upon and shall inure 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 THESE TERMS AND CONDITIONS SHALL BE WITHOUT FORCE AND EFFECT.**

## WABASH LIMITED WARRANTY

Wabash warrants to the first retail customer that all Wabash-manufactured equipment and installation performed by Wabash 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) Ten years for DuraPlate® truck bodies, 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.
- (b) Five years for DuraPlate® swing doors

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. The equipment is not intended for the transport of persons.

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 unit 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.

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: electrical components, truck chassis, landing gear, etc., or damage resulting from such third-party items. 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: lights, paint, door seals, scuff and interior linings, dock bumpers, caulking, and exposed electrical wiring;
- (c) Normal maintenance, including but not limited to, alignments and adjustments; and/or
- (d) Truck bodies, 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.

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® AND DuraPlate® ARE REGISTERED TRADEMARKS OF WABASH NATIONAL, L.P.**