

ATTACHMENT B

LIMITED WARRANTY

Wabash National Corporation (“Seller”) warrants to the first retail purchaser (“Purchaser”) that 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 Products leave Seller’s property; or (ii) 30 days after Seller completes manufacture of the Covered Products; or (b) if Seller sells or transfers the Covered Products 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 Limited Warranty shall only be in effect if the Covered Products warranted hereunder are properly maintained, cleaned, and operated in accordance with generally approved practices, including transporting or storing 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.

Purchaser is considered to have seen and understood the terms of this Limited Warranty before the purchase of the Covered Products, and this Limited Warranty is considered a basis of the bargain. Purchaser agrees that this Limited Warranty will be interpreted under the laws of the State of Indiana without regard to Indiana’s choice of law rules.

THE EXCLUSIVE REMEDY FOR ALL CLAIMS UNDER THIS LIMITED 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 ANY COVERED PRODUCTS 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 Covered Products will be free from defects in materials and workmanship for the following time periods following the Commencement Date:
1. **Vans:**
 - (a) 5 years for dry freight or refrigerated trailers and converter dollies;
 - (b) For dry van trailers made with DuraPlate® technology, an additional 2 years, parts and labor, for panel structural integrity, and an additional 3 years, parts only, for panel structural integrity;
 - (c) 5 years for swing doors made with DuraPlate technology panels;
 - (d) 1 year for container chassis, rail bogies, and special trailers, as designated on a sales order; and
 2. **Aerodynamic Devices and Composites:**
 - (a) 1 year for aerodynamic devices, composite panels, and other equipment that includes composite panels.
 3. **Platforms:**
 - (a) 5 years for all flatbed trailer products;
 - (b) 90 days, pro-rated, for paint and its application on all flatbed trailer products; and
 - (c) For steel main beams on flatbed trailer products, a lifetime limited warranty when properly maintained. Purchaser’s sole remedy for any alleged defects in steel main beams, material, and/or workmanship, shall be limited to the repair, replacement, or refund, 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 flatbed 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 platform trailers.
 4. **Truck Bodies:**
 - (a) 3 years or 36,000 miles, whichever comes first, bulkhead to bumper coverage for truck bodies, including rust-through corrosion, except:
 - i) 5 years for main body structural components, specifically the roof structure, perimeter wall structure, rear frame, door frames, and steel floor foundations; and
 - ii) 1 year for leaks in roofs and walls during normal use and service under ordinary weather conditions;
 - (b) 1 year for white FRP, white painted, and/or white decaled surfaces.
 5. **Tank Trailers:** 3 years, except as follows:
 - (a) For tank trailers indicated by Seller as intended for heavy duty service, 1 year, and

(b) For tank trailers where the maximum loading temperature is equal to or greater than 350 degrees Fahrenheit, Seller is not responsible for any barrel damage resulting from heat stress.

6. **Processing Equipment:** 1 year.

A. **Service:** Seller warrants that any service work it performs (“Services”) will be performed in a professional and workmanlike manner. Seller further warrants all Services for a period of 90 days after completion of the Services.

B. Limitations:

1. Seller excludes coverage from any part of the Covered Products not specifically warranted in sections A, B, or C above, including, but not limited to, the following items:

(a) Items manufactured by others, whether installed by Seller or not, including, without limitation, any lining that may be applied to a tank. Items manufactured by others may be covered by the manufacturer’s warranty. Seller provides a non-binding, informational-only Component Manufacturing Warranty Summary of these warranties for Purchaser’s convenience, available at: <https://www.onewabash.com/products/trailers/van-trailers/parts-services>.

(b) Mountings, 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 Limited Warranty, Seller may request and, if requested, must receive from Purchaser, confirmation that the Covered Products subject to this Limited 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 Limited Warranty applies only to Covered Products that are used in normal service. For Covered Products designed to carry or transport loads, “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 Covered Products designed to hold, store, or process loads, “normal service” means the loading, unloading, storage, and processing of legal, non-corrosive loads appropriate for the Covered Product. This Limited Warranty does not cover tank shell damage such as pitting (corrosion confined to a point or small area that takes the form of cavities), stress corrosion cracking (premature cracking of metals caused by corrosion and surface tensile stress (residual or applied)), crevice corrosion (deterioration caused by surface crack formation and opening), intergranular corrosion (preferential corrosion at metal grain boundaries), transgranular corrosion (corrosion across metal grains), etching (deterioration due to a corrosive attack), thickness loss (reduction of material due to reaction with its environment and reduction of material thickness due to abrasive action of its environment), tarnish (surface discoloration due to formation of a thin film of corrosive product), deformation (change in the shape), and microbiological induced corrosion (pitting corrosion produced by the activity of microorganisms).

4. Seller shall not be liable under this Limited 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.

5. Repairs or alterations to the Covered Products by Purchaser or others that Seller did not previously authorize shall void this Limited Warranty.

6. This Limited Warranty does not apply to normal maintenance, including alignments and adjustable items, or parts requiring replacement because of normal wear and tear.

7. Purchaser acknowledges that Wabash provides no warranty whatsoever on retread tires.

C. Filing a claim:

1. To the extent your state law allows, Purchaser must notify the Dealer, Authorized Warranty Provider, or Seller in writing of any warrantable defect or 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) within 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. If Purchaser fails to provide timely written notice of a warrantable defect or failure, Purchaser waives its warranty claim with respect to such defect or failure.

2. 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 repair under this Limited Warranty, such 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 Limited Warranty.

D. Disclaimers:

1. **THIS LIMITED 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 LIMITED WARRANTY DOES NOT EXTEND TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF CARGO OR 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 LIMITED WARRANTY OR THE CONTRACT FOR SALE. NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS DOCUMENT. NO PERSON OR ENTITY, INCLUDING DEALERS, 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 Limited 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.