

STOUGHTON TRAILERS, LLC
STANDARD TERMS AND CONDITIONS OF SALE
DRY VAN, REFRIGERATED VAN, CONTAINER CHASSIS, AND
GRAIN TRAILERS/HOPPER BOTTOMS
[Revised November 1, 2023]

1. **OFFER/PRIORITY OF SELLER'S TERMS.** This writing is an offer by Stoughton Trailers, LLC ("Seller") to sell the goods and/or services ("Goods") described herein to the party to which this form is addressed ("Buyer"), subject to the terms and conditions set forth on the face and reverse side of this form. These terms and conditions shall be deemed included as part of any order or orders placed with Seller in accordance with or as a result of this offer. All orders by Buyer require a written purchase order and are subject to acknowledgment by Seller. The terms of this offer supersede the terms of Buyer's purchase order. Acceptance is limited to said terms and conditions; and any additional or different terms on Buyer's purchase order form are deemed material alterations to any contract between Buyer and Seller, and Seller hereby gives notice of its objection to them. The terms and conditions set forth by this offer are limited to orders placed with Seller or resulting from this offer. Any subsequent orders placed by buyer not resulting from this offer, such as orders for service parts, may be subject to terms and conditions differing from the terms and conditions of this offer. This offer expires thirty (30) days from its date unless otherwise stated on the reverse side or upon prior written notice thereof to Buyer unless the Goods are subsequently tendered by Seller and accepted by Buyer.
2. **INSPECTION AND ACCEPTANCE.** Buyer shall have the right to inspect the Goods on the date the Goods are delivered to Buyer. Buyer may have its authorized representative inspect such Goods at the place of manufacture and accept or reject. Goods so inspected and accepted, and any Goods which Buyer does not cause to be inspected within said time, shall be conclusively deemed to meet all requirements of this Contract and accepted by Buyer; and differences or discrepancies from specified condition, construction, type or otherwise are hereby waived by Buyer without further action on its part.
3. **PRICE.** All prices are F.O.B., the plant of Seller, unless otherwise stated. Prices also do not include any federal, state, or local taxes or other governmental charges upon or with respect to the sale, purchase, manufacture, delivery, storage, processing, use or consumption of any of the Goods provided hereby. For dry van trailer or container chassis orders of 50 or more units, Seller shall invoice Buyer once the first 10 units have been delivered (FOB Seller's plant or as otherwise stated), and upon subsequent deliveries of 10 units thereafter, until all units in an order have been invoiced to Buyer. For dry van trailer or container chassis orders of less than 50 units, Seller shall invoice Buyer no more than once per week (FOB Seller's plant or as otherwise stated), until all units in an order have been invoiced to Buyer. Seller may invoice Buyer at the end of month for all units, regardless of quantity that have been delivered (FOB Seller's plant or as otherwise stated). For refrigerated van trailer or grain trailer/hopper bottom orders in excess of 10 units, Seller shall invoice Buyer once the first 5 units have been delivered (FOB Seller's plant or as otherwise stated), and upon subsequent deliveries of 5 units thereafter, until all units in an order have been invoiced to Buyer. Seller may invoice Buyer at end of month for all units that have been delivered (FOB Seller's plant or as otherwise stated). All prices are subject to increase or surcharge, at Seller's option, based on the following: (a) Material Cost Increases - cost increases, tariffs, duties, taxes, and government surcharges relating to raw materials and components, including without limitation aluminum, steel, copper, rubber/tires, specialty metals, plastics, and composite materials, and/or (b) Energy Cost Increases - cost increases for fuel, electric energy, and manufacturing gases used in the manufacturing process and/or delivery process.
4. **TERMS OF PAYMENT.** Unless the Goods are to be leased or other payment is specifically stated in this Contract, payment is due net thirty (30) days from the date of Seller's invoice. Interest will be charged at the rate of up to 12% per year to the extent allowed by applicable law and otherwise at the highest contract rate allowed by law. Buyer's failure to pay any amount when due shall also entitle Seller to suspend performance of any other purchase orders from Buyer.
5. **CANCELLATIONS OR CHANGES.** An accepted order is not subject to cancellation, change or delay by Buyer, except on terms acceptable and satisfactory to Seller, including reasonable cancellation charges in the event of cancellation or an equitable price adjustment in the event of changes in an accepted order. Direction from Buyer to cancel may be treated as repudiation, making Buyer immediately liable for loss, expense and other damages sustained. Seller may, at its option, terminate all or any part of this Contract at any time and for any reason, at Seller's sole discretion and without penalty, upon providing notice of same to Buyer.
6. **TAXES.** The price specified in this Contract does not provide for the payment of any sales, use, manufacturing, excise, occupation, value added, duty, custom, inspection or any other tax, fee or charge of any nature whatsoever. In addition to the price of the Goods, Buyer shall pay to Seller, in cash on demand, any local, state or federal taxes, (other than net income, excess profits and similar taxes) or license fees, including penalties, interest and expenses in connection therewith, levied or imposed by any taxing authority upon and paid by Seller with respect to, or measured by, the sale, use, payment, delivery or transfer of title to the Goods or any part thereof.
7. **ASSIGNMENT.** Any assignment by either Seller or Buyer of any rights or obligations hereunder shall be of no force and effect without the prior written consent of the other party.
8. **CHANGE IN LAW.** In the event Seller is required to make changes or additions to any or all of the Goods pursuant to any law, rule or regulation prior to delivery of such Goods, including without limitation any changes to the Goods required by the Greenhouse Gas Emissions and Fuel Efficiency Standards for Medium- and Heavy-Duty Engines and Vehicles - Phase 2, 81 Fed. Reg. 73,478 (Oct. 25, 2016), as amended, any replacement rules, or any other State or Federal rule, legislation, or executive order requiring a change to the Goods, the price of the Goods shall be increased to include all costs incurred by Seller to make such changes or additions.
9. **LEASE PROVISIONS.** If a monthly lease rate and a lease term are specified above, it is understood that Manufacturer and Buyer will enter into an Equipment Lease Contract containing the applicable provisions hereof and providing that Seller will retain full title to the Goods including any investment tax credits or other tax benefits with respect to the Goods. Seller shall not be obligated to deliver Goods to be leased hereunder in the event the respective parties fail to execute an Equipment Lease Contract. The terms of the Equipment Lease Contract shall supersede the terms contained herein.
10. **ENTIRE CONTRACT.** It is understood and agreed that the terms contained herein, when accepted by the Buyer, explicitly, by acceptance of the Goods or otherwise shall constitute the entire contract between the parties with respect to the subject matter hereof and the provisions hereof supersede all other prior oral or written communications, negotiations, orders, confirmations and memoranda of every kind and nature between the parties with respect to the Goods. The terms and conditions hereof may not be revised or modified in any way except by written instrument signed by the party against whom enforcement of such revision or modification is sought.
11. **SELLER'S APPROVAL.** If any penalty provision is made a part of this transaction where any of the above terms are modified or

eliminated, then Seller shall have no obligations hereunder unless and until this Contract is approved by an executive officer of Seller.

12. **FAILURE TO DELIVER.** Seller shall not be responsible for delays in delivery, or failure to deliver due to causes beyond its reasonable control, including without limitation, acts of God, acts of purchaser, fires, strikes, or other labor difficulties, or hostilities, embargoes, Goods breakdown inability to obtain necessary labor, material or manufacturing facilities due to causes beyond its reasonable control or any like dissimilar cause beyond its reasonable control. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
13. **DELIVERY DATES.** Delivery dates are from receipt of order, prints, models or materials, whichever is later, which are to be furnished by Buyer. Delivery dates are estimates and not guarantees, and Buyer understands and agrees to reasonable delays in delivery. Overtime and other direct costs incurred to hasten delivery of Buyer's request shall be added to the stated prices and paid by Buyer. Shipment of goods ready for delivery can be deferred beyond date for delivery only with Seller's consent and upon full payment of Seller's invoice for same plus storage costs. There shall be no penalties for late shipments unless arranged prior to production and confirmed by Seller in writing.
14. **RISK OF LOSS.** Seller assumes no responsibility for delays, breakage or damage after having made delivery at Seller's yard according to the terms hereof or to a common carrier, at which time, all risk of loss for any cause passes to Buyer.
15. **CLAIMS.** No rejections can be made and no claims for variances from Buyer's specifications detectable upon inspection or shortages in orders will be considered by Seller unless presented to it in writing within thirty (30) days after acceptance of Goods.
16. **PAYMENT.** In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought against Buyer, voluntary or involuntary, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding, and shall receive reimbursement for its reasonable cancellation charges. Title to tools and fixtures shall remain in Seller until all terms of payment have been satisfied.
17. **SECURITY FOR PRICE.** Until Buyer pays Seller in full for the Goods, title to the Goods shall remain in Seller's name and Seller shall have a purchase money security interest in the Goods. If Buyer shall default in such payments, Seller shall have all the rights as holder of such title or as such secured party under the Uniform Commercial Code and/or any other law; and Seller may, in addition, retain as rental any payments received by Seller on account of the purchase price of the Goods, whether Buyer's default shall have occurred before or after delivery. If Seller repossesses the Goods, Seller may resell the Goods after 10 days' prior written notice to Buyer. Seller may file one or more financing statements to perfect such security interests. If necessary, Buyer shall execute such financing statements upon the request of Seller.
18. **DEFAULT.** In the event of any default by Buyer, Seller, without prejudice to any other remedy provided herein or by law, may treat such default as breach of the entire contract or may defer further deliveries until such default is cured, in which latter event, if Seller so elects, the dates of all subsequent deliveries shall be extended for a period equal to the length of time of such deferral. Default by Buyer occurs when Seller has not received payment within ten (10) business days after the date specified for any payment. If, despite any default by Buyer, Seller elects to continue to make deliveries, its actions shall not constitute a waiver of any default by Buyer.
19. **LIMITED WARRANTY.** For sales of:
 - A. Stoughton® dry freight van trailers, the Stoughton Dry Freight Van Warranty attached hereto as Exhibit A shall apply.
 - B. Stoughton® refrigerated van trailers, the Stoughton Refrigerated Van Warranty attached hereto as Exhibit B shall apply.
 - C. Stoughton® container chassis, the Stoughton Container Chassis Warranty attached hereto as Exhibit C shall apply.
 - D. Stoughton® grain trailers/hopper bottoms, the Stoughton Grain Hauler Warranty attached hereto as Exhibit D shall apply.
20. **LIMITATION OF LIABILITY/EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITIES.** Seller liability with respect to the Goods sold hereunder shall be limited to the Limited Warranty provided in Section 19 hereof, and, with respect to other performance of the contract arising out of this offer, shall be limited to the contract price.

SELLER SHALL NOT BE SUBJECT TO AND DISCLAIM:

 - A. ANY OTHER OBLIGATION OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY,
 - B. ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO, AND
 - C. ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER.

Without limiting the generality of the foregoing, Seller specifically disclaims any liability for personal property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of Goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down costs, or for any other types of economic loss, and for claims of Buyer's customers or any third party for any such damage.
21. **COLLECTION COSTS.** In the event it is necessary to place any contract based on this proposal in the hands of an attorney for collection, purchaser shall pay Seller's reasonable costs of collection of money due and unpaid, including reasonable attorneys' fees and costs.
22. **DESIGN MODIFICATIONS.** Buyer will allow extra charges for authorized or requested changes to Buyer's design or specifications. Seller reserves the right to modify Buyer's design or specifications so long as those modifications do not alter form, fit, or function. Seller is not responsible for dimensional or other errors on Buyer's drawings, and Buyer shall reimburse Seller for additional costs resulting from such errors.
23. **INTELLECTUAL PROPERTY RIGHTS.** Seller shall retain all rights in all intellectual property, including any rights under any patents as well as any unpatented information, such as trade secrets, confidential information, trademarks, trade dress, or copyrights possessed by Seller which may be protected by state, federal and/or common law, and nothing in this offer shall be deemed or construed to be a transfer or license of any of Seller's intellectual property. Buyer shall obtain rights to such intellectual property only to the extent that Seller may grant such rights (whether by license or otherwise) in a separate writing.
24. **INTELLECTUAL PROPERTY INDEMNITY.** (a) Buyer agrees to defend, and protect, and save harmless Seller against all suits from all damages, claims and demands for actual or alleged infringement of any patent copyright or trademark by reason of Seller's execution of the designs, prints, drawings, requirements, or specifications of Buyer. (b) Seller agrees to indemnify Buyer against any claim that the Products infringe any U.S. patent, copyright or trademark, provided that Buyer or its customers (1) give Seller prompt written notice of any claim, (2) grant Seller exclusive control of the defense and settlement of such claim, and (3) fully cooperate and assist with such defense or settlement. Seller shall have no liability for any settlement or compromise made without its prior written

consent. Seller shall, at its option and expense, (1) procure the right to continue using the Products, (2) replace or modify the Products so that it becomes non-infringing or (3) accept return of the Products and refund an amount equal to the depreciated value of the equipment. Depreciated value will be determined in accordance with Buyer's tax records if such records are kept. Seller shall have no liability or obligation for any infringement claim based upon (1) modifications of the Products by parties other than Seller or use of such modified Products or (2) use of the Products in combination with materials or Products not provided under this Agreement.

25. **BUYER'S PROPERTY.** Seller shall have the right to scrap, without liability, prints submitted for quotation, as well as models, patterns, tools, fixtures or other property belonging to Buyer unless written directions for shipment of such property are given to Seller within ten (10) days of notification by Seller. Modifications made to the tooling in order to manufacture an acceptable part will be at the discretion of Seller.
26. **GOVERNING LAW/CHOICE OF FORUM.** The rights and obligations of Buyer and Seller shall be governed by the laws of the State of Wisconsin without giving effect to principles of conflicts of law. Any lawsuit between Buyer and Seller shall be filed exclusively in a court either located in or having jurisdiction over Dane County, Wisconsin or other such venues as Seller shall elect.
27. **CUSTOMER PICK-UP OF GOODS; STORAGE.** Once Buyer has been notified by Seller of the date and location where the Goods may be picked up:
 - A. If Buyer will pick up the goods at Seller's plant or plant storage yard location:
 - 1) If the Buyer does not remove the Goods from Seller's facility immediately, and Buyer and Seller have not entered into a separate written agreement to allow for a later pick-up date, Buyer may elect for Seller to store such Good(s) on Seller's premises for thirty (30) days at no extra charge for storage, but such storage shall be at Buyer's sole risk and Buyer shall pay all reasonable handling and transportation charges incurred by Seller associated therewith.
 - 2) Buyer may further elect for Seller to store such Goods on Seller's premises for up to an additional **sixty** (60) days for a storage fee of fifty dollars (\$50.00) per month per trailer, prorated for any partial month, plus all reasonable handling and transportation charges, at Buyer's sole risk, this cost increases to one hundred dollars (\$100.00) per month after ninety days.
 - B. If Buyer will pick up the goods at Seller's Gary, Indiana facility (the "NTD Lot"):
 - 1) If the Buyer does not remove the Goods from the NTD Lot immediately, and Buyer and Seller have not entered into a separate written agreement to allow for a later pick-up date, Buyer may elect for Seller to store such Good(s) on Seller's premises for twenty eight (28) days for a charge of five dollars (\$5.00) per trailer per day, but such storage shall be at Buyer's sole risk and Buyer shall pay all reasonable handling and transportation charges incurred by Seller associated therewith.
 - 2) Buyer may further elect for Seller to store such Good(s) on the NTD Lot for up to an additional sixty (60) days for a storage fee of ten dollars (\$10.00) per trailer per day, plus all reasonable handling and transportation charges, at Buyer's sole risk.

Seller shall bill Buyer for such storage, handling, and transportation charges on a monthly basis, which shall be payable no later than thirty (30) days after the date of each such invoice and subject to the provisions of section 4, above, and which shall become a lien on such Goods to the extent not paid. The foregoing notwithstanding, once Buyer has paid seller in full for such Goods, such storage shall be at Buyer's sole risk. For any storage by Seller that shall be at Buyer's risk, Buyer shall, prior to the commencement of such storage period, provide Seller with evidence that Buyer has the following insurance in place to cover any loss or damage to the Goods while they remain on Seller's premises:

- A. Commercial Property or Auto Physical Damage (Comprehensive) insurance covering the goods recently purchased from Seller. Commercial Property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form CP 10 30 (06 96 edition or newer) and shall cover the replacement cost of the property insured. Any deductible amounts under the property insurance shall not exceed \$5,000.00 for fire, vandalism, wind, and hail and extended perils, not including flood and earthquake.

If Buyer and Seller have entered into a separate written agreement to allow for a later pick-up, then any storage on Seller's premises shall be subject to the terms of such separate written agreement.

If Buyer, or Buyer's contract carrier, will pick up any of the Goods at either Seller's plant or plant storage yard, or at the NTD Lot, Buyer or Buyer's contract carrier, as the case may be, shall, as a condition of entry onto Seller's premises or the NTD Lot, indemnify, defend, and hold harmless the Seller, its officers, directors, employees, agents, and/or insurers, from and against all actions, claims, demands, liabilities, damages, losses, costs, and expenses, including without limitation attorney fees and costs, which relate to personal or bodily injury, disease, and/or death of any person or damage to the Property relating to the work being performed by Buyer or its contract carrier, and shall provide evidence that it possesses the following insurance coverages prior to the pick-up date:

- A. Commercial General Liability (CGL) insurance with limits of liability of not less than \$1,000,000 per Occurrence and \$2,000,000 annual aggregate. CGL insurance shall be written on an ISO occurrence form CG 00 01 1001 (or a substitute for providing equivalent coverage) and shall cover bodily injury and property damage arising from premises operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract. Buyer's insurance will name Supplier as an Additional Insured under the CGL insurance using ISO additional insured endorsement CG 2010 1001 or a substitute providing equivalent coverage for premises liability. This insurance shall apply as primary and noncontributory insurance with respect to any other insurance afforded to Buyer.
- B. Automobile Liability insurance shall include coverage for owned, hired and non-owned autos in an amount not less than \$1,000,000 each Occurrence for a Combined Single Limit covering bodily injury and property damage. Buyer shall include Seller its subsidiaries and affiliated entities as an Additional Insured. This insurance shall apply as primary and noncontributory insurance with respect to any other insurance afforded to Seller.
- C. Worker's Compensation insurance affording statutory coverage and containing not less than statutory limits for the state of Indiana for business conducted related to this Agreement, and Employer's Liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. Buyer waives all rights against Seller and its employees from recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability coverage. Buyer shall obtain a waiver of subrogation endorsement equivalent to WC 00 03 13 to the benefit of Seller to affect this waiver.
- D. All insurance policies to be obtained by Buyer shall contain waiver of subrogation and be placed with insurance companies duly licensed to transact business with the State of Indiana and maintain during the policy term an A.M. Best rating of A- XV or better.

ALL SALES ARE SUBJECT TO THESE TERMS AND CONDITIONS OF SALE.



EXHIBIT A - DRY FREIGHT VAN WARRANTY

LIMITED WARRANTY. Stoughton Trailers, LLC (“Seller”) warrants to the original purchaser (“Buyer”) of the trailers for a period of five (5) years from the in-service date (as determined by Stoughton Trailers, LLC) the trailers, (“Goods”) will be free of defects in material and workmanship, when used for the purpose for which the Goods were designed and when the Goods have been properly maintained. “USED AS DESIGNED” means the proper loading, carriage of properly secured, uniformly distributed legal loads of non-corrosive cargo, being operated on well-maintained public roads. At no time shall the Goods be loaded so as to exceed the gross vehicle weight rating (GVWR) or gross axle weight rating (GAWR) stamped on the vehicle registration plate affixed to the Goods by Seller, such overloading shall void this warranty. This warranty shall be void if the Goods are not “USED AS DESIGNED”.

Seller makes no warranty as to parts, accessories, or other products manufactured by others, or specified by the Buyer, or utilized as the result of Buyer’s requirements. The Seller will pass on to Buyer, warranties given to Seller by its suppliers of such items, but the Seller does not ratify or adopt said warranties.

The Seller makes no warranty on parts which may wear out, including, but without limitation to, brake linings, brake drums, oil seals, wheel ends, bearings, paint, lights and lamp bulbs, tarps, tires, accessories, damage caused by corrosion, alignments and adjustments which are normal maintenance items not caused by defective parts, parts or Goods that have been damaged by accident or repaired or altered by anyone other than the Seller or Seller’s authorized service representative.

Buyer and Seller further agree that Seller’s sole remedy for any defects in Goods purchased hereunder, whether Buyer’s claim arises under the warranty, tort or otherwise, shall be limited to the repair or replacement at Seller’s option within the warranty period provided however such Goods are returned by Buyer to Seller immediately, and in no event more than twenty (20) days after the defective condition complained of is or should have been discovered. Any warranty claim must be submitted in accordance with the Seller’s Warranty Guidelines. All warranty repairs must be approved in writing by the Seller before any warranty work is authorized. Unauthorized warranty charges or failure to comply with Seller’s Warranty Guidelines will result in the denial of the warranty claim.

Any description of the Goods, whether in writing or made by Seller or Seller’s agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer’s order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Seller or Seller’s agents regarding use, application or suitability of the Goods shall not be construed as an express warranty unless confirmed to be such in writing by Seller’s authorized representative.

The warranty set forth above is inapplicable to and excludes any defect, damage, or malfunction resulting from (i) sidewall bulge by cargo pressure, (ii) normal wear and tear, erosion, corrosion, (iii) misuse, negligence, or modification of the Products or any component by Buyer or any third party or its agents, (iv) repair service provided by third parties, (v) failure by Buyer to follow applicable manuals or instructions, (vi) failure of parts or components or services not provided by Seller, (vii) failure by the Buyer to properly maintain the Products, (viii) loading of the Products in excess of the gross vehicle weight rating (GVWR) or gross axle weight rating (GAWR) stamped on the vehicle registration plate affixed to the Products, or (ix) any other cause outside Seller’s reasonable control. This warranty will be voided by installation of unauthorized components into Sellers Products.

This warranty is not transferable and applies to the first purchaser of the goods from the seller (or its duly authorized dealers). This warranty is exclusive and in lieu of all other warranties expressed or implied including warranties of merchantability, fitness for a particular purpose, performance, or otherwise. In no event shall seller be liable to buyer or

any third party for any claim, whether arising in contract, tort or otherwise, for any incidental, indirect or consequential damages, including, but not limited to, lost profits, cargo loss, loss, or interruption of business on account of or arising from the use of the goods.

WARRANTY EXPLANATION

The following is provided for informational purposes. The terms and conditions contained in the warranty above are full and complete in its statement of our warranty policy and the sole basis under which claims are to be considered and administered. This document, as well as others that are produced in clarification of the warranty, is designed to assist you in resolving warranty related issues and not to be relied upon as.

WARRANTY PERIOD

Items manufactured by Stoughton Trailers, LLC that are the structural component of the trailer are covered for the material and labor for five (5) years from in-service date (as determined by Stoughton Trailers, LLC). Items furnished by Stoughton Trailers, LLC and manufactured by others carry the underlying warranty of the manufacturer of that component. Stoughton Trailers, LLC. will assign, to the first purchaser only, any warranties extended to Stoughton Trailers, LLC. by the makers or suppliers of such goods.

AUTHORIZED REPAIR FACILITIES

Where possible, warranty repairs are to be performed at an authorized Stoughton Trailers, LLC. repair shop. Stoughton Trailers, LLC. will consider qualified shops other than those on our published list when a capable facility is not within a reasonable distance. Stoughton Trailers will consider only reasonable and customary charges as acceptable.

CONCERNS NOT COVERED BY STOUGHTON TRAILERS, LLC. WARRANTY

Paint color variation:

1. Sources of painted components may vary resulting in minor shade differences. For example: A corner post and side panel may be fabricated from material supplied by two different vendors. This is not considered a warranty concern.
2. Slightly different colors caused by failure to furnish paint chips or for special requested colors cannot be matched perfectly. No warranty will apply if the paint color is mixed from the paint number only.

Failures resulting from:

1. Impacts, strains or loads greater than those imposed by normal use or by overloading.
2. Non-distributed loads where the load concentration has exceeded the applicable capacity rating.
3. Operation on unimproved roads.
4. Contamination by corrosive cargo.
5. Lack of adequate load restraints or securement causing damage.
6. Corrosion by cleaning agents other than soap and water.
7. Inadequate or improper maintenance and repair.

8. Progressive damage resulting from continued operation of trailer after an initial failure that should have been apparent under careful use and in inspection procedures.

Floor that has failed due to:

1. Exceeding applicable forklift ratings.
2. Exceeding applicable load capacity ratings by placement of concentrated loads upon floor.
3. Excessive or unusual wear resulting from improper application in purchaser's operation.
4. Swelling, shrinkage, twisting or cracking of wood of floors resulting from water absorption and drying out

Parts:

1. Tires (contact local tire representative)
2. Lift gates (contact local lift gate representative)
3. Materials, components or devices not installed by Stoughton Trailers, LLC. factory.
4. Used parts or components supplied to Stoughton Trailers, LLC. for use in manufacturing of a vehicle.
5. Parts or components that are not defective but may be expected to wear out requiring replacement during the five (5) year warranty period. Examples: brake linings, suspension bushings, springs, door gaskets, cam shaft bushings, etc. as listed in supplier warranty guideline publication.

Miscellaneous costs:

1. Cargo loss.
2. Loss of use (downtime)
3. Transportation (drayage)
4. Temporary repairs

LIMITATIONS

The contents of these warranty guidelines are subject to change at any time and only at the discretion of Stoughton Trailers, LLC. Stoughton Trailers has also furnished a warranty schedule for standard components supplied by others to be used as a guideline to the warranties applicable to the supplier components. Only the President or Vice-president of Sales at Stoughton Trailers, LLC. is authorized to change any of the terms and conditions of the Stoughton Trailers, LLC. warranty. Any additional warranty coverage promised or extended by a Stoughton Trailers, LLC. Distributor or independent Sales Representative will not be honored or recognized by Stoughton Trailers, LLC. and may subject the distributor or independent Sales Representative to non-covered obligations direct to the customer.

Warranty Claim Procedure

OVERVIEW:

Stoughton Trailers, LLC takes pride in building the finest quality products in the industry. In the event an equipment failure should occur that is believed related to defective material or workmanship, we are committed to assist you when such issues are brought to our attention. In order to be effective in our assistance, Stoughton Trailers, LLC encourages you to follow the procedures outlined below. The customer is obligated to provide documented information that will substantiate each warranty claim. The procedures below serve as a guide to ensure expediency and help maximize the effectiveness of the claim process.

PROCEDURE OUTLINE:

STOUGHTON TRAILERS CUSTOMER SERVICE/WARRANTY DEPARTMENT CONTACTS:

Jackie Kell: Warranty Manager

SENDING DOCUMENTS VIA:

Fax: 608-873-2566

E-mail: warranty@stoughtontrailers.com

INITIAL PHONE CONTACT:

Customer Service – 608-873-2555

INITIAL STEPS:

The warranty coverage period varies with each component. Reference the Stoughton Warranty & Coverage documents to determine eligibility.

DOCUMENT AND GATHER THE FOLLOWING INFORMATION:

1. The serial number identified on the VIN plate at the nose of the trailer.
2. Photos if the failure is structural.
3. Part(s) if the claim involves a failed component.
4. A document stating the itemized repair cost (i.e. estimate or work order).
5. Be certain to include a complete repair description and remit-to address.

SUBMIT CLAIM:

Visit our Web site at www.stoughtontrailers.com

Complete the on-line claim form and submit. Include applicable photos where instructed.

Once we receive this information, you will be issued a claim number. It will be referenced in all correspondence to aid in tracking the claim and serve as acknowledgement of your submittal. Included in this reply will be instructions and additional information when applicable.

Stoughton Trailers, LLC. will attempt to immediately determine warranty eligibility or advise on repairs.

Further investigation and requests for information may be necessary if conclusions cannot be drawn from the information provided. Claims may be verbally approved over the phone but email is preferred.

THE REPAIR:

Proceed following any recommendations given by the Stoughton Trailers Warranty Department or component manufacturer (when applicable)

In a situation in which a repair has already been performed, follow the procedure as outlined above. Please recognize that in the event information provided is insufficient (i.e. no parts or photos), the claim will be closed, and you will be notified as such.

RETURN PARTS (WHEN APPLICABLE):

Any time a defective part is replaced it must be submitted for evaluation unless otherwise instructed. A claim will not be honored unless Stoughton Trailers, LLC or its component supplier is provided the opportunity to evaluate the part that is reported as defective.

Place tagged parts in box with a copy of the estimate, repair order and/or claim summary. Be certain to include the remit-to address.

Ship part(s) to:

Stoughton Trailers, LLC. Attn: Warranty Department
416 South Academy Street
Stoughton, Wisconsin 53589

Please be aware if after (30) days from the date a claim number is issued requested parts or information are not provided, your claim will be closed. A new claim will need to be filed in order for the issue to be given further warranty consideration.

ADDITIONAL COMMENTS:

Once a claim is submitted complete, the process should not exceed (30) days provided the procedures are followed as stated. Lack of relevant information and inadequate communication are the leading causes for delays and may jeopardize payment.

Repairs that are part of a pre-approved program do not require individual authorization. However, the terms and conditions that are agreed upon in writing at the outset of the program must be followed throughout. Any change to the original agreement requires written approval from the Customer Service/Warranty Manager or President of Stoughton Trailers.



EXHIBIT B - REFRIGERATED VAN WARRANTY

LIMITED WARRANTY. Stoughton Trailers, LLC (“Seller”) warrants to the original purchaser (“Buyer”) of the trailers for a period of five (5) years from the in-service date (as determined by Stoughton Trailers, LLC) the trailers, (“Goods”) will be free of defects in material and workmanship, when used for the purpose for which the Goods were designed and when the Goods have been properly maintained. “USED AS DESIGNED” means the proper loading, carriage of properly secured, uniformly distributed legal loads of non-corrosive cargo, being operated on well-maintained public roads. At no time shall the Goods be loaded so as to exceed the gross vehicle weight rating (GVWR) or gross axle weight rating (GAWR) stamped on the vehicle registration plate affixed to the Goods by Seller, such overloading shall void this warranty. This warranty shall be void if the Goods are not “USED AS DESIGNED”.

Seller makes no warranty as to parts, accessories, or other products manufactured by others, or specified by the Buyer, or utilized as the result of Buyer’s requirements. The Seller will pass on to Buyer, warranties given to Seller by its suppliers of such items, but the Seller does not ratify or adopt said warranties.

The Seller makes no warranty on parts which may wear out, including, but without limitation to, brake linings, brake drums, oil seals, wheel ends, bearings, paint, lights and lamp bulbs, tarps, tires, accessories, damage caused by corrosion, alignments and adjustments which are normal maintenance items not caused by defective parts, parts or Goods that have been damaged by accident or repaired or altered by anyone other than the Seller or Seller’s authorized service representative.

Buyer and Seller further agree that Seller’s sole remedy for any defects in Goods purchased hereunder, whether Buyer’s claim arises under the warranty, tort or otherwise, shall be limited to the repair or replacement at Seller’s option within the warranty period provided however such Goods are returned by Buyer to Seller immediately, and in no event more than twenty (20) days after the defective condition complained of is or should have been discovered. Any warranty claim must be submitted in accordance with the Seller’s Warranty Guidelines. All warranty repairs must be approved in writing by the Seller before any warranty work is authorized. Unauthorized warranty charges or failure to comply with Seller’s Warranty Guidelines will result in the denial of the warranty claim.

Any description of the Goods, whether in writing or made by Seller or Seller’s agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer’s order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Seller or Seller’s agents regarding use, application or suitability of the Goods shall not be construed as an express warranty unless confirmed to be such in writing by Seller’s authorized representative.

The warranty set forth above is inapplicable to and excludes any defect, damage, or malfunction resulting from (i) sidewall bulge by cargo pressure, (ii) normal wear and tear, erosion, corrosion, (iii) misuse, negligence, or modification of the Products or any component by Buyer or any third party or its agents, (iv) repair service provided by third parties, (v) failure by Buyer to follow applicable manuals or instructions, (vi) failure of parts or components or services not provided by Seller, (vii) failure by the Buyer to properly maintain the Products, (viii) loading of the Products in excess of the gross vehicle weight rating (GVWR) or gross axle weight rating (GAWR) stamped on the vehicle registration plate affixed to the Products, or (ix) any other cause outside Seller’s reasonable control. This warranty will be voided by installation of unauthorized components into Sellers Products.

This warranty is not transferable and applies to the first purchaser of the goods from the seller (or its duly authorized dealers). This warranty is exclusive and in lieu of all other warranties expressed or implied including warranties of merchantability, fitness for a particular purpose, performance, or otherwise. In no event shall seller be liable to buyer or

any third party for any claim, whether arising in contract, tort or otherwise, for any incidental, indirect or consequential damages, including, but not limited to, lost profits, cargo loss, loss, or interruption of business on account of or arising from the use of the goods.

Warranty Explanation

The following is provided for informational purposes. The terms and conditions contained in the warranty above are full and complete in its statement of our warranty policy and the sole basis under which claims are to be considered and administered. This document, as well as others that are produced in clarification of the warranty, is designed to assist you in resolving warranty related issues and not to be relied upon as.

WARRANTY PERIOD

Items manufactured by Stoughton Trailers, LLC that are the structural component of the trailer are covered for the material and labor for five (5) years from in-service date (as determined by Stoughton Trailers, LLC). Items furnished by Stoughton Trailers, LLC and manufactured by others carry the underlying warranty of the manufacturer of that component. Stoughton Trailers, LLC. will assign, to the first purchaser only, any warranties extended to Stoughton Trailers, LLC. by the makers or suppliers of such goods.

AUTHORIZED REPAIR FACILITIES

Where possible, warranty repairs are to be performed at an authorized Stoughton Trailers, LLC. repair shop. Stoughton Trailers, LLC. will consider qualified shops other than those on our published list when a capable facility is not within a reasonable distance. Stoughton Trailers will consider only reasonable and customary charges as acceptable.

CONCERNS NOT COVERED BY STOUGHTON TRAILERS, LLC. WARRANTY

Paint color variation:

1. Sources of painted components may vary resulting in minor shade differences. For example: A corner post and side panel may be fabricated from material supplied by two different vendors. This is not considered a warranty concern.
2. Slightly different colors caused by failure to furnish paint chips or for special requested colors cannot be matched perfectly. No warranty will apply if the paint color is mixed from the paint number only.

Failures resulting from:

1. Impacts, strains or loads greater than those imposed by normal use or by overloading.
2. Non-distributed loads where the load concentration has exceeded the applicable capacity rating.
3. Operation on unimproved roads.
4. Contamination by corrosive cargo.
5. Lack of adequate load restraints or securement causing damage.
6. Corrosion by cleaning agents other than soap and water.

7. Inadequate or improper maintenance and repair.
8. Progressive damage resulting from continued operation of trailer after an initial failure that should have been apparent under careful use and in inspection procedures.

Floor that has failed due to:

1. Exceeding applicable forklift ratings.
2. Exceeding applicable load capacity ratings by placement of concentrated loads upon floor.
3. Excessive or unusual wear resulting from improper application in purchaser's operation.
4. Swelling, shrinkage, twisting or cracking of wood of floors resulting from water absorption and drying out

Parts:

1. Tires (contact local tire representative)
2. Lift gates (contact local lift gate representative)
3. Materials, components or devices not installed by Stoughton Trailers, LLC. factory.
4. Used parts or components supplied to Stoughton Trailers, LLC. for use in manufacturing of a vehicle.
5. Parts or components that are not defective but may be expected to wear out requiring replacement during the five (5) year warranty period. Examples: brake linings, suspension bushings, springs, door gaskets, cam shaft bushings, etc. as listed in supplier warranty guideline publication.

Miscellaneous costs:

1. Cargo loss.
2. Loss of use (downtime)
3. Transportation (drayage)
4. Temporary repairs

LIMITATIONS

The contents of these warranty guidelines are subject to change at any time and only at the discretion of Stoughton Trailers, LLC. Stoughton Trailers has also furnished a warranty schedule for standard components supplied by others to be used as a guideline to the warranties applicable to the supplier components. Only the President or Vice-president of Sales at Stoughton Trailers, LLC. is authorized to change any of the terms and conditions of the Stoughton Trailers, LLC. warranty. Any additional warranty coverage promised or extended by a Stoughton Trailers, LLC. Distributor or independent Sales Representative will not be honored or recognized by Stoughton Trailers, LLC. and may subject the distributor or independent Sales Representative to non-covered obligations direct to the customer.

Warranty Claim Procedure

OVERVIEW:

Stoughton Trailers, LLC takes pride in building the finest quality products in the industry. In the event an equipment failure should occur that is believed related to defective material or workmanship, we are committed to assist you when such issues are brought to our attention. In order to be effective in our assistance, Stoughton Trailers, LLC encourages you to follow the procedures outlined below. The customer is obligated to provide documented information that will substantiate each warranty claim. The procedures below serve as a guide to ensure expediency and help maximize the effectiveness of the claim process.

PROCEDURE OUTLINE:

STOUGHTON TRAILERS CUSTOMER SERVICE/WARRANTY DEPARTMENT CONTACTS:

Jackie Kell: Warranty Manager

SENDING DOCUMENTS VIA:

Fax: 608-873-2566

E-mail: warranty@stoughtontrailers.com

INITIAL PHONE CONTACT:

Customer Service – 608-873-2555

INITIAL STEPS:

The warranty coverage period varies with each component. Reference the Stoughton Warranty & Coverage documents to determine eligibility.

Document and gather the following information:

1. The serial number identified on the VIN plate at the nose of the trailer.
2. Photos if the failure is structural.
3. Part(s) if the claim involves a failed component.
4. A document stating the itemized repair cost (i.e. estimate or work order).
5. Reference the Labor Standards document included with this package.
6. Be certain to include a complete repair description and remit-to address.

SUBMIT CLAIM:

Visit our Web site at www.stoughtontrailers.com

Complete the on-line claim form and submit. Include applicable photos where instructed.

Once we receive this information, you will be issued a claim number. It will be referenced in all correspondence to aid in tracking the claim and serve as acknowledgement of your submittal. Included in this reply will be instructions and additional information when applicable.

Stoughton Trailers, LLC. will attempt to immediately determine warranty eligibility or advise on repairs.

Further investigation and requests for information may be necessary if conclusions cannot be drawn from the information provided. Claims may be verbally approved over the phone but email is preferred.

THE REPAIR:

Proceed following any recommendations given by the Stoughton Trailers Warranty Department or component manufacturer (when applicable)

In a situation in which a repair has already been performed, follow the procedure as outlined above. Please recognize that in the event information provided is insufficient (i.e. no parts or photos), the claim will be closed, and you will be notified as such.

RETURN PARTS (WHEN APPLICABLE):

Any time a defective part is replaced it must be submitted for evaluation unless otherwise instructed. A claim will not be honored unless Stoughton Trailers, LLC or its component supplier is provided the opportunity to evaluate the part that is reported as defective.

Place tagged parts in box with a copy of the estimate, repair order and/or claim summary. Be certain to include the remit-to address.

Ship part(s) to:

Stoughton Trailers, LLC. Attn: Warranty Department
416 South Academy Street
Stoughton, Wisconsin 53589

Please be aware if after (30) days from the date a claim number is issued requested parts or information are not provided, your claim will be closed. A new claim will need to be filed in order for the issue to be given further warranty consideration.

ADDITIONAL COMMENTS:

Once a claim is submitted complete, the process should not exceed (30) days provided the procedures are followed as stated. Lack of relevant information and inadequate communication are the leading causes for delays and may jeopardize payment.

Repairs that are part of a pre-approved program do not require individual authorization. However, the terms and conditions that are agreed upon in writing at the outset of the program must be followed throughout. Any change to the original agreement requires written approval from the Customer Service/Warranty Manager or President of Stoughton Trailers.



EXHIBIT C - CONTAINER CHASSIS WARRANTY

LIMITED WARRANTY. Stoughton Trailers, LLC (“Seller”) warrants to the original purchaser (“Buyer”) of the trailers for a period of five (5) years from the in-service date (as determined by Stoughton Trailers, LLC) the trailers, (“Goods”) will be free of defects in material and workmanship, when used for the purpose for which the Goods were designed and when the Goods have been properly maintained. “USED AS DESIGNED” means the proper loading, carriage of properly secured, uniformly distributed legal loads of non-corrosive cargo, being operated on well-maintained public roads. At no time shall the Goods be loaded so as to exceed the gross vehicle weight rating (GVWR) or gross axle weight rating (GAWR) stamped on the vehicle registration plate affixed to the Goods by Seller, such overloading shall void this warranty. This warranty shall be void if the Goods are not “USED AS DESIGNED”.

Seller makes no warranty as to parts, accessories, or other products manufactured by others, or specified by the Buyer, or utilized as the result of Buyer’s requirements. The Seller will pass on to Buyer, warranties given to Seller by its suppliers of such items, but the Seller does not ratify or adopt said warranties.

The Seller makes no warranty on parts which may wear out, including, but without limitation to, brake linings, brake drums, oil seals, wheel ends, bearings, paint, lights and lamp bulbs, tarps, tires, accessories, damage caused by corrosion, alignments and adjustments which are normal maintenance items not caused by defective parts, parts or Goods that have been damaged by accident or repaired or altered by anyone other than the Seller or Seller’s authorized service representative.

Buyer and Seller further agree that Seller’s sole remedy for any defects in Goods purchased hereunder, whether Buyer’s claim arises under the warranty, tort or otherwise, shall be limited to the repair or replacement at Seller’s option within the warranty period provided however such Goods are returned by Buyer to Seller immediately, and in no event more than twenty (20) days after the defective condition complained of is or should have been discovered. Any warranty claim must be submitted in accordance with the Seller’s Warranty Guidelines. All warranty repairs must be approved in writing by the Seller before any warranty work is authorized. Unauthorized warranty charges or failure to comply with Seller’s Warranty Guidelines will result in the denial of the warranty claim.

Any description of the Goods, whether in writing or made by Seller or Seller’s agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer’s order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Seller or Seller’s agents regarding use, application or suitability of the Goods shall not be construed as an express warranty unless confirmed to be such in writing by Seller’s authorized representative.

The warranty set forth above is inapplicable to and excludes any defect, damage, or malfunction resulting from (i) sidewall bulge by cargo pressure, (ii) normal wear and tear, erosion, corrosion, (iii) misuse, negligence, or modification of the Products or any component by Buyer or any third party or its agents, (iv) repair service provided by third parties, (v) failure by Buyer to follow applicable manuals or instructions, (vi) failure of parts or components or services not provided by Seller, (vii) failure by the Buyer to properly maintain the Products, (viii) loading of the Products in excess of the gross vehicle weight rating (GVWR) or gross axle weight rating (GAWR) stamped on the vehicle registration plate affixed to the Products, or (ix) any other cause outside Seller’s reasonable control. This warranty will be voided by installation of unauthorized components into Sellers Products.

This warranty is not transferable and applies to the first purchaser of the goods from the seller (or its duly authorized dealers). This warranty is exclusive and in lieu of all other warranties expressed or implied including warranties of merchantability, fitness for a particular purpose, performance, or otherwise. In no event shall seller be liable to buyer or

any third party for any claim, whether arising in contract, tort or otherwise, for any incidental, indirect or consequential damages, including, but not limited to, lost profits, cargo loss, loss, or interruption of business on account of or arising from the use of the goods.

Warranty Explanation

The following is provided for informational purposes. The terms and conditions contained in the warranty above are full and complete in its statement of our warranty policy and the sole basis under which claims are to be considered and administered. This document, as well as others that are produced in clarification of the warranty, is designed to assist you in resolving warranty related issues and not to be relied upon as.

WARRANTY PERIOD

Items manufactured by Stoughton Trailers, LLC that are the structural component of the trailer are covered for the material and labor for five (5) years from in-service date (as determined by Stoughton Trailers, LLC). Items furnished by Stoughton Trailers, LLC and manufactured by others carry the underlying warranty of the manufacturer of that component. Stoughton Trailers, LLC. will assign, to the first purchaser only, any warranties extended to Stoughton Trailers, LLC. by the makers or suppliers of such goods.

AUTHORIZED REPAIR FACILITIES

Where possible, warranty repairs are to be performed at an authorized Stoughton Trailers, LLC. repair shop. Stoughton Trailers, LLC. will consider qualified shops other than those on our published list when a capable facility is not within a reasonable distance. Stoughton Trailers will consider only reasonable and customary charges as acceptable.

CONCERNS NOT COVERED BY STOUGHTON TRAILERS, LLC. WARRANTY

Paint color variation:

1. Sources of painted components may vary resulting in minor shade differences. For example: A corner post and side panel may be fabricated from material supplied by two different vendors. This is not considered a warranty concern.
2. Slightly different colors caused by failure to furnish paint chips or for special requested colors cannot be matched perfectly. No warranty will apply if the paint color is mixed from the paint number only.

Failures resulting from:

1. Impacts, strains or loads greater than those imposed by normal use or by overloading.
2. Non-distributed loads where the load concentration has exceeded the applicable capacity rating.
3. Operation on unimproved roads.
4. Contamination by corrosive cargo.
5. Lack of adequate load restraints or securement causing damage.
6. Corrosion by cleaning agents other than soap and water.

7. Inadequate or improper maintenance and repair.
8. Progressive damage resulting from continued operation of trailer after an initial failure that should have been apparent under careful use and in inspection procedures.

Parts:

1. Tires (contact local tire representative)
2. Lift gates (contact local lift gate representative)
3. Materials, components or devices not installed by Stoughton Trailers, LLC. factory.
4. Used parts or components supplied to Stoughton Trailers, LLC. for use in manufacturing of a vehicle.
5. Parts or components that are not defective but may be expected to wear out requiring replacement during the five (5) year warranty period. Examples: brake linings, suspension bushings, springs, cam shaft bushings, etc. as listed in supplier warranty guideline publication.

Miscellaneous costs:

1. Cargo loss.
2. Loss of use (downtime)
3. Transportation (drayage)
4. Temporary repairs

LIMITATIONS

The contents of these warranty guidelines are subject to change at any time and only at the discretion of Stoughton Trailers, LLC. Stoughton Trailers has also furnished a warranty schedule for standard components supplied by others to be used as a guideline to the warranties applicable to the supplier components. Only the President or Vice-president of Sales at Stoughton Trailers, LLC. is authorized to change any of the terms and conditions of the Stoughton Trailers, LLC. warranty. Any additional warranty coverage promised or extended by a Stoughton Trailers, LLC. Distributor or independent Sales Representative will not be honored or recognized by Stoughton Trailers, LLC. and may subject the distributor or independent Sales Representative to non-covered obligations direct to the customer.

Warranty Claim Procedure

OVERVIEW:

Stoughton Trailers, LLC takes pride in building the finest quality products in the industry. In the event an equipment failure should occur that is believed related to defective material or workmanship, we are committed to assist you when such issues are brought to our attention. In order to be effective in our assistance, Stoughton Trailers, LLC encourages you to follow the procedures outlined below. The customer is obligated to provide documented information that will substantiate each warranty claim. The procedures below serve as a guide to ensure expediency and help maximize the effectiveness of the claim process.

PROCEDURE OUTLINE:

Stoughton Trailers Customer Service/Warranty department contacts:

Jackie Kell: Warranty Manager

SENDING DOCUMENTS VIA:

Fax: 608-873-2566

E-mail: warranty@stoughtontrailers.com

INITIAL PHONE CONTACT:

Customer Service – 608-873-2555

INITIAL STEPS:

The warranty coverage period varies with each component. Reference the Stoughton Warranty & Coverage documents to determine eligibility.

Document and gather the following information:

1. The serial number identified on the VIN plate at the nose of the trailer.
2. Photos if the failure is structural.
3. Part(s) if the claim involves a failed component.
4. A document stating the itemized repair cost (i.e. estimate or work order).
5. Be certain to include a complete repair description and remit-to address.

SUBMIT CLAIM:

Visit our Web site at www.stoughtontrailers.com

Complete the on-line claim form and submit. Include applicable photos where instructed.

Once we receive this information, you will be issued a claim number. It will be referenced in all correspondence to aid in tracking the claim and serve as acknowledgement of your submittal. Included in this reply will be instructions and additional information when applicable.

Stoughton Trailers, LLC. will attempt to immediately determine warranty eligibility or advise on repairs.

Further investigation and requests for information may be necessary if conclusions cannot be drawn from the information provided. Claims may be verbally approved over the phone but email is preferred.

THE REPAIR:

Proceed following any recommendations given by the Stoughton Trailers Warranty Department or component manufacturer (when applicable)

In a situation in which a repair has already been performed, follow the procedure as outlined above. Please recognize that in the event information provided is insufficient (i.e. no parts or photos), the claim will be closed, and you will be notified as such.

RETURN PARTS (WHEN APPLICABLE):

Any time a defective part is replaced it must be submitted for evaluation unless otherwise instructed. A claim will not be honored unless Stoughton Trailers, LLC or its component supplier is provided the opportunity to evaluate the part that is reported as defective.

Place tagged parts in box with a copy of the estimate, repair order and/or claim summary. Be certain to include the remit-to address.

Ship part(s) to:

Stoughton Trailers, LLC. Attn: Warranty Department
416 South Academy Street
Stoughton, Wisconsin 53589

Please be aware if after (30) days from the date a claim number is issued requested parts or information are not provided, your claim will be closed. A new claim will need to be filed in order for the issue to be given further warranty consideration.

ADDITIONAL COMMENTS:

Once a claim is submitted complete, the process should not exceed (30) days provided the procedures are followed as stated. Lack of relevant information and inadequate communication are the leading causes for delays and may jeopardize payment.

Repairs that are part of a pre-approved program do not require individual authorization. However, the terms and conditions that are agreed upon in writing at the outset of the program must be followed throughout. Any change to the original agreement requires written approval from the Customer Service/Warranty Manager or President of Stoughton Trailers.



EXHIBIT D – GRAIN HAULER WARRANTY

LIMITED WARRANTY. Stoughton Trailers, LLC (“Seller”) warrants to the original purchaser (“Buyer”) of the trailers for a period of five (5) years from the in-service date (as determined by Stoughton Trailers, LLC) the trailers, (“Goods”) will be free of defects in material and workmanship, when used for the purpose for which the Goods were designed and when the Goods have been properly maintained. “USED AS DESIGNED” means the proper loading and carriage of agricultural grain products. At no time shall the Goods be loaded so as to exceed the gross vehicle weight rating (GVWR) or gross axle weight rating (GAWR) stamped on the vehicle registration plate affixed to the Goods by Seller, such overloading shall void this warranty. This warranty shall be void if the Goods are not “USED AS DESIGNED”.

Seller makes no warranty as to parts, accessories, or other products manufactured by others, or specified by the Buyer, or utilized as the result of Buyer’s requirements. The Seller will pass on to Buyer, warranties given to Seller by its suppliers of such items, but the Seller does not ratify or adopt said warranties.

The Seller makes no warranty on parts which may wear out, including, but without limitation to, brake linings, brake drums, oil seals, wheel ends, bearings, paint, tarps, tires, accessories, damage caused by corrosion, alignments and adjustments which are normal maintenance items not caused by defective parts, parts or Goods that have been damaged by accident or repaired or altered by anyone other than the Seller or Seller’s authorized service representative.

Buyer and Seller further agree that Seller’s sole remedy for any defects in Goods purchased hereunder, whether Buyer’s claim arises under the warranty, tort or otherwise, shall be limited to the repair or replacement at Seller’s option within the warranty period provided however such Goods are returned by Buyer to Seller immediately, and in no event more than twenty (20) days after the defective condition complained of is or should have been discovered. Any warranty claim must be submitted in accordance with the Seller’s Warranty Guidelines. All warranty repairs must be approved in writing by the Seller before any warranty work is authorized. Unauthorized warranty charges or failure to comply with Seller’s Warranty Guidelines will result in the denial of the warranty claim.

Any description of the Goods, whether in writing or made by Seller or Seller’s agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer’s order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Seller or Seller’s agents regarding use, application or suitability of the Goods shall not be construed as an express warranty unless confirmed to be such in writing by Seller’s authorized representative.

The warranty set forth above is inapplicable to and excludes any defect, damage, or malfunction resulting from (i) sidewall bulge by cargo pressure, (ii) normal wear and tear, erosion, corrosion, (iii) misuse, negligence, or modification of the Products or any component by Buyer or any third party or its agents, (iv) repair service provided by third parties, (v) failure by Buyer to follow applicable manuals or instructions, (vi) failure of parts or components or services not provided by Seller, (vii) failure by the Buyer to properly maintain the Products, (viii) loading of the Products in excess of the gross vehicle weight rating (GVWR) or gross axle weight rating (GAWR) stamped on the vehicle registration plate affixed to the Products, or (ix) any other cause outside Seller’s reasonable control. This warranty will be voided by installation of unauthorized components into Sellers Products.

This warranty is not transferable and applies to the first purchaser of the goods from the seller (or its duly authorized dealers). This warranty is exclusive and in lieu of all other warranties expressed or implied including warranties of merchantability, fitness for a particular purpose, performance, or otherwise. In no event shall seller be liable to buyer or any third party for any claim, whether arising in contract, tort or otherwise, for any incidental, indirect or consequential damages, including, but not limited to, lost profits, cargo loss, loss, or interruption of business on account of or arising from the use of the goods.

Warranty Explanation

The following is provided for informational purposes. The terms and conditions contained in the warranty above are full and complete in its statement of our warranty policy and the sole basis under which claims are to be considered and administered. This document, as well as others that are produced in clarification of the warranty, is designed to assist you in resolving warranty related issues and not to be relied upon as.

WARRANTY PERIOD

Items manufactured by Stoughton Trailers, LLC that are the structural component of the trailer are covered for the material and labor for five (5) years from in-service date (as determined by Stoughton Trailers, LLC). Items furnished by Stoughton Trailers, LLC and manufactured by others carry the underlying warranty of the manufacturer of that component. Stoughton Trailers, LLC. will assign, to the first purchaser only, any warranties extended to Stoughton Trailers, LLC. by the makers or suppliers of such goods.

AUTHORIZED REPAIR FACILITIES

Where possible, warranty repairs are to be performed at an authorized Stoughton Trailers, LLC. repair shop. Stoughton Trailers, LLC. will consider qualified shops other than those on our published list when a capable facility is not within a reasonable distance. Stoughton Trailers will consider only reasonable and customary charges as acceptable.

CONCERNS NOT COVERED BY STOUGHTON TRAILERS, LLC. WARRANTY

Paint color variation:

1. Sources of painted components may vary resulting in minor shade differences. For example: A corner post and side panel may be fabricated from material supplied by two different vendors. This is not considered a warranty concern.
2. Slightly different colors caused by failure to furnish paint chips or for special requested colors cannot be matched perfectly. No warranty will apply if the paint color is mixed from the paint number only.

Failures resulting from:

1. Impacts, strains or loads greater than those imposed by normal use or by overloading.
2. Operation on unimproved roads.
3. Contamination by corrosive cargo.
4. Corrosion by cleaning agents other than soap and water.
5. Inadequate or improper maintenance and repair.
6. Progressive damage resulting from continued operation of trailer after an initial failure that should have been apparent under careful use and in inspection procedures.

Parts:

1. Tires (contact local tire representative)
2. Materials, components or devices not installed by Stoughton Trailers, LLC. factory.

3. Used parts or components supplied to Stoughton Trailers, LLC. for use in manufacturing of a vehicle.
4. Parts or components that are not defective but may be expected to wear out requiring replacement during the five (5) year warranty period. Examples: brake linings, suspension bushings, springs, cam shaft bushings, etc. as listed in supplier warranty guideline publication.

Miscellaneous costs:

1. Cargo loss.
2. Loss of use (downtime)
3. Transportation (drayage)
4. Temporary repairs

LIMITATIONS

The contents of these warranty guidelines are subject to change at any time and only at the discretion of Stoughton Trailers, LLC. Stoughton Trailers has also furnished a warranty schedule for standard components supplied by others to be used as a guideline to the warranties applicable to the supplier components. Only the President or Vice-president of Sales at Stoughton Trailers, LLC. is authorized to change any of the terms and conditions of the Stoughton Trailers, LLC. warranty. Any additional warranty coverage promised or extended by a Stoughton Trailers, LLC. Distributor or independent Sales Representative will not be honored or recognized by Stoughton Trailers, LLC. and may subject the distributor or independent Sales Representative to non-covered obligations direct to the customer.

Warranty Claim Procedure

OVERVIEW:

Stoughton Trailers, LLC takes pride in building the finest quality products in the industry. In the event an equipment failure should occur that is believed related to defective material or workmanship, we are committed to assist you when such issues are brought to our attention. In order to be effective in our assistance, Stoughton Trailers, LLC encourages you to follow the procedures outlined below. The customer is obligated to provide documented information that will substantiate each warranty claim. The procedures below serve as a guide to ensure expediency and help maximize the effectiveness of the claim process.

The warranty coverage period varies with each component. Reference the Stoughton Warranty & Coverage documents to determine eligibility.

INITIAL WARRANTY CLAIM:

1. Contact the dealer that hat the unit was purchased from for the initial warranty claim.

The following information will be required:

1. The serial number identified on the VIN plate at the nose of the trailer.

2. Photos if the failure is structural.
3. Part(s) if the claim involves a failed component.

SUBMIT CLAIM:

Stoughton Trailers, LLC will attempt to immediately determine warranty eligibility or advise on repairs.

Further investigation and requests for information may be necessary if conclusions cannot be drawn from the information provided. Claims may be verbally approved over the phone but email is preferred.

THE REPAIR:

Proceed following any recommendations given by the Stoughton Trailers Warranty Department or component manufacturer (when applicable).

In a situation in which a repair has already been performed, follow the procedure as outlined above. Please recognize that in the event information provided is insufficient (i.e. no parts or photos), the claim may be closed, and you will be notified as such.

RETURN PARTS (WHEN APPLICABLE):

Any time a defective part is replaced it must be submitted for evaluation unless otherwise instructed. A claim will not be honored unless Stoughton Trailers, LLC or its component supplier is provided the opportunity to evaluate the part that is reported as defective.

Place tagged parts in box with a copy of the estimate, repair order and/or claim summary. Be certain to include the remit-to address.

Ship part(s) to:

Stoughton Trailers, LLC. Attn: Warranty Department
416 South Academy Street
Stoughton, Wisconsin 53589

Please be aware if after (30) days from the date a claim number is issued requested parts or information are not provided, your claim will be closed. A new claim will need to be filed in order for the issue to be given further warranty consideration.

ADDITIONAL COMMENTS:

Once a claim is submitted complete, the process should not exceed (30) days provided the procedures are followed as stated. Lack of relevant information and inadequate communication are the leading causes for delays and may jeopardize payment.

Repairs that are part of a pre-approved program do not require individual authorization. However, the terms and conditions that are agreed upon in writing at the outset of the program must be followed throughout. Any change to the original agreement requires written approval from the Customer Service/Warranty Manager or President of Stoughton Trailers.

STOUGHTON TRAILERS CONTACT INFORMATION:

Jackie Kell: Warranty Manager

Email: warranty@stoughtontrailers.com

INITIAL PHONE CONTACT:

608-873-2555

SENDING DOCUMENTS VIA:

Fax: 608-873-2566