July 29, 2008

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Grain Hauler Warranty

LIMITED WARRANTY. Stoughton Trailers, LLC ("Seller") warrants to the original purchaser ("Buyer") of the trailers for a period of three (3) 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, 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 (viv) 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.

The following warranty explanation 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 three (3) 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

- 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.
- Inadequate or improper maintenance and repair.
- 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.
- 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 can not be matched perfectly. No warranty will apply if the paint color is mixed form the paint number only.
- 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 three (3) year warranty period. Examples: brake linings, light bulbs, 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.

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Component Warranty Coverage

Stoughton Trailers does not warranty component parts manufactured by others. However, as a service you, we do serve as an intermediary to administer claims associated with a component failure for the first 12 months of service. The table below lists the length of coverage on these non-Stoughton manufactured components. Where a warranty item is not listed in this document, reference can only be made to the contents of the Stoughton Trailers, LLC warranty. In using this warranty schedule, please note that the coverage period starts when the trailer is put into service as determined by Stoughton Trailers.

	Length of Coverage *(months)*	***Return Part***	***Labor Allowance***
SUSPENSION			
• Shock	12	Yes	0.5 hrs
• Air bag	12	Yes	0.5
• Leveling valve	12	Yes	N/A
• Alignment	*not covered*		
AXLE & WHEEL END			
• Axle welding beams to axle)	60	*Hold for (60) days*	12.0 (Includes
• Bearings & Races	12	Yes	
• Wheel Hub	24	*Hold for (60) days*	
• Hubodometer	12	Yes	
• Wheel seal	12	Yes	1.0
• Hub cap & Gasket	12	Yes	
• Grease/Oil Performance	24	Yes	
• Disc Wheel & Rim – Alum.	60	Yes	
• De-Mountable Rims	60	Yes	
AIR BRAKES			
• Spring brake valve	12	Yes	1.0
• Glad-hand	24		Yes
• Brake chamber	36 (parts only)	Yes	
• Air hose	12	Yes	
• Air tank	24	*Hold for (60) days*	

	Length of Coverage ***(months)***	***Return Part***	***Labor Allowance***
• Auto slack adjuster	12	Yes	
• Brake drum	60	*Hold for (60) days*	
• Brake drum (overheated)	*not covered*		
• Brake lining	*not covered*		
• ABS (ECU valve)	36	Yes*	

* If ABS is manufactured by Meritor/Wabco, call toll free, 866-668-7221 for trouble shooting advice and warranty instructions.

ELECTRICAL			
• Marker lights	12	Yes*	
• Stop/Tail/Turn	12	Yes*	
• Receptacle and plug	12	Yes	
• Main wiring harness	36	Yes	
• Tail light wiring harness	24	Yes	
• Other wiring harnesses	12	Yes	

** Marker lights and tail lamps are sent directly to supplier. Warranty covers parts only.*

MISCELANEOUS			
• Tarp	60	Yes	
• Landing gear leg assembly	60	*Hold for (60) days*	1.0 (per leg)
•			
• Tires	*Search for local dealer* @ http://www.bridgestonetrucktires.com		

Note: It is recommended that any part replaced during repair be held for (30) days unless otherwise specified.
~ Photos required

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Complaint 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 DEPARTMENT CONTACTS:

- SENDING DOCUMENTS VIA:
  Fax: 608-873-2566
  E-mail: warranty@stoughton-trailers.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 included with this package 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).
     - Reference the Labor Standards document included with this package.
     - 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 can not be drawn from the information provided. Claims will under no circumstance be verbally approved over the phone.*

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 by 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 department manager or president of Stoughton Trailers.