



LIMITED **EXTENDED** WARRANTY FOR VAN BODY

Morgan Corporation ("Morgan") warrants each van body sold to the original purchaser and installed on the original chassis to be free of defects in material and workmanship as set forth herein.

THIS WARRANTY IS MADE AT THE TIME OF PURCHASE OF THE EXTENDED WARRANTY BY THE ORIGINAL PURCHASER AND IS GIVEN IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Extended 5 Year or 100,000 mile coverage [whichever comes first]

This extended warranty is for (5) years or 100,000 Mile (whichever comes first) from the date of the initial purchase of the van body by the original purchaser. This Extended Warranty will begin upon expiration of the van body's original 3 year / 36,000 mile warranty and expire at the end of the van body's 5th year from the date of the body purchase) or 100,000 miles (whichever comes first). The extended warranty will cover the following structural components of the body: roof bows, side and front wall posts, top and bottom rails, rear frame, and body substructure.

Not covered by Warranty:

Deterioration caused by corrosive, hazardous or unsafe cargo

Defects in Chassis and or Power Unit

Defect in components not manufactured by Morgan (e.g., liftgates, O/H doors, non-Morgan walkramps, etc.)

Deterioration due to normal wear and tear

Tightening of U-bolts

Deterioration or damage due to misuse (including, but not limited to, the use of forklifts and pallet jacks in van bodies where such are prohibited), abuse, failure to follow recommended maintenance procedures outlined in Morgan Owner's Manual or warning labels, acts of nature, including, but not limited to hurricanes, tornadoes, winds, snow, hail, floods or fire, or other contingencies beyond the control of Morgan

Repairs and/or modifications made without the approval of Morgan

Mounting or re-mounting not performed by a Morgan Authorized Repair Center

Transportation to and from repair facility to obtain warranty service

It shall be Customer's responsibility to contact Morgan Warranty, or an Authorized Morgan Repair Center, AND obtain a Morgan Warranty Authorization Number, BEFORE any repairs are made which are covered by or affect this warranty, in order to secure Morgan's approval. Approval/Authorization numbers provided by Morgan pursuant to a warranty claim are voided if not used within 60 days of issuance. Morgan shall, at its option, provide a factory or local representative to inspect the equipment prior to issuing such approval. Morgan reserves the right to make changes or improvements in design or product without thereby obligating itself to make the same changes or improvements upon its product previously manufactured. Morgan's warranty is void if Morgan's original equipment parts are not used in repairs and/or if the repair was not performed by Morgan or by an Authorized Morgan Repair Center.

Without regard to the nature of the claim asserted, Morgan shall not be responsible nor otherwise be held liable for cargo loss, loss of use (including truck rental fees), property damage, other commercial (economic) loss, or other direct, indirect, incidental, consequential, or special damages alleged to have been caused by any product delivered thereunder. (This limitation shall apply regardless of whether the exclusive remedy provided hereunder "fails in its essential purpose" within the meaning of Section 2719(b) of the Pennsylvania Uniform Commercial Code.)

Customer's sole and exclusive remedy for any claim arising out of (a) breach of contract, (b) any defects in products or workmanship, (c) breach of any warranty hereunder, (d) Morgan's negligence in performing hereunder, or (e) any other claim arising hereunder whether in tort, strict liability, or otherwise, shall be limited to the repair or replacement of such products, at Morgan's option, within the period set forth herein, and shall be deemed waived unless such claim is made in accordance with the following procedures: (1) Customer shall give Morgan written notice of such defect, including a description of product and defect, within (30) days after such defect is, or ought to have been, discovered; and (2) if and after Morgan requests its return for inspection and/or replacement and such product is returned to Morgan within ten (10) days with freight prepaid by the customer. Upon receipt of proper notice from Customer and return to Morgan (if requested, as provided hereunder), Morgan shall be obligated to repair or replace such product only if, after Morgan's inspection, such product is found to Morgan's satisfaction (a) to be defective, (b) not to have been manufactured in a workmanlike manner, or (c) not to have been manufactured in accordance with written specification or drawing, if any, supplied by Customer to Morgan. Customer shall have no other equitable or other remedy at law available to it.