FRUEHAUF		COMP	COMPOSITE HIGH BASE RAIL				<b>42,43</b> 000036
-		CUSTOMER:	<b>STOCK</b>			Date: REV.	9/13/2022 G 2/15/2023
	Dealer: Phone: Street: City: Country: Product: Model:	R C TRAILER SALES 615-584-8425 1110 POLK AVE. NASHVILLE USA	53 Ft. Dry Van Composite FBAHR9+1.5-LF	State: Zip Code: e High Base Rai	mey@rctrailers.net	REV.	
	Model: Model Yr:		2024	-AZ-JJ			-i-cont
		PRODUCTION (		E2 Et Dry Van	Composite High Base Ra		
	General Information: Overall Length: Overall Width: Fifth Wheel Height: Landin Gear Location: King Pin Location:	53 ft 102.36" 47.5 138" 36"	Overall Height:	13'-6" 101.00" 110.00" 110.00"	Suspension Ht.: Tire Pressure Inside Length: GVWR: GAWR: Approx Weight:	16" 100 52'-6 5/3 68,000 (2) @ 20, 14,500	lbs 000 lbs
1) 2) 3) 4) 5) 6) 7)	Construction: Coupler : King Pin Type: Front Crossmember Tub Crossmembers: Crossmembers: Sliding Upper Subframe: Floor:	2" - Forged 1/8" x 12" High Stainles Four Tub Type Crossm * 4" High Strength Steel I Full Length Upper S/F F	e 1/4" High Strength Steel 80H s Steel Blade embers on 10" Centers with T Beams - 80K on 12" Centers Rail Over Suspension with 4" H Floor Screws per Board Stag	ire Protector Fea High Strength Ste	ature Located Between Cour	oler and Landing (	Gear Frame
11)	Sidewall Structure: Upper Rail: Lower Rail: Panels: Posts: Scuff Liner: Front Wall:	Extruded Aluminum 606 7.5 mm PPW Composit	Extruded Aluminum 6061-T6 with Integral Wire Raceway for Exterior Wire Protection and Access Extruded Aluminum 6061-T6 High Base with Integral 16" Scuff Liner 7.5 mm PPW Composite Planel - 0.016 Thick - 80K Galvanized High Strength Steel Steel Both Sides with Polyurethane Core 14 GA 80K High Strength Steel -Logistic "A" slots - Mounted on 48" Centers None				
14) 15) 16)	Upper Rail: Panels: Corner Radius Panels: Posts: Lining:	Two050 PPW Alumin Extruded Aluminum 606 (5) 14 GA.x 2 1/2" Deep	, Extruded Aluminum 6061-T6 um 11-T6125 Aluminum - Mill F 9 - 80K High Strength Steel Pc I Height175 thick at bottom	inish osts - Evenly Spa	aced	)	
19) 20) 21)	Landing Gear / Structure: Landing Gear: Sand Shoes: Support Channel: K- Brace: Crossmembers:	4 1/2" Swivel - 10" x 10 3/16" 50K Steel with Inte 3" Steel I-Beam 60K	with Internal Gearbox, Road egral Fore and Aft Bracing teel I-Beams 80K on 12" Cen				
24) 25) 26) 27) 28) 29)	Rear Frame / Doors: Corner Post: Header: Sill: Corner Angles: Door Panel: Door Panel: Door Hinges: Lockrods: Light Protector	5/16" x 8" Deep 50K Ste 1/2" x 1 1/2" x 6" x 6" Fo 1/2" Composite Panel w * (4) Aluminum - Evenly S	uctural Tube - 50K with 3/16" eel with 1/2" x 6" 50K Steel Bc orged Steel - Welded to Uppe ith PPW Galvanized High Str Spaced with (4) Fastener per I nti-Theft Plate on R/S Door	ottom Plate Full V r Corner Post an ength Steel Pane	Vidth d Header		
32) 33)	Roof: Panel: Bow: Bonding: Roof Protector:	Bows Bonded to Alumin	- Mill Finish Salvanized High Strength Stee um Panel with VHB Tape Riveted on 2" Centers Full P	-	sign - Mounted on 24" Cente	ers	
36) 37) 38) 39) 40) 41) 42) 43) 44)	Axles: Axles Spacing: Axle Spindles: Brakes: Brake Chambers: Slack Adjuster: Hub / Drum: Wheel End Specs: Wheels:	G Meritor Ride Sentry W/F 5" Round - 5/8" Nom. W 49" - Axle Spread "P" Type - Same Inner a Wabco ABS System, 22 30-30 Type - Plant Cho Automatic, 5 1/2" Stroke Cast - Webb Drum & Ht Bearings - Standard, S	Pruematic Pin Puller & PSI (all Thickness - 22.5K Rating and Outer Bearings and more S/1M with Senors on Rear Axl ice 9 - Plant Choice b Piloted eals - Hendrickson, Oil 80-90 nite - (2) Hand Hole with (10) \$	es Lubrication, Hul	b Caps - Hendrickson, Spinc		



RFQ -	000036		
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Product: Model: Model Yr: 53 Ft. Dry Van Composite High Base Rail FBAHR9+1.5-LP-A2-53 2024

		2024	
47) 48) 49)	Electrical / Lights / 7-Way Rec Lights: Harness: 7-way Connector: Gladhands: Conspicuity Tape:	eptical / Gladhands: Phillips LED- Per FMVSS-108 Phillips Sealed System with Ground Return Phillips Nose Box with Split Pin Emergency Phillips 12-138, Service 12-136 Installed per FMVSS #108	
51) 52) 53)	General Specification: Rear Impact Guard: Mud Flaps: Threshold Plate: Paint and Finish:	Bolt-on Type Per CMVSS 223 & 224 Requirements (1) Set -Anti-Sail 24" X 30" - Mounted Behind Rear Axles on Slider Box 11 GA. X 7 5/8" Diamond Plate - Full Width Galvanized - Recessed at Front and Finish at Rear of Floor	
	Bulkhead / Front C/M: Rear Frame: Upper Sliding Subframe: Suspension: Crossmembers: Axles: L/Gear Leg: L/Gear Structure: Rear Impact Guard:	Galvanized Finish Galvanized Finish Galvanized Finish Fruehauf Black Black Wax Coated in Bay Area Fruehauf Black Fruehauf Black Galvanized Finish Galvanized Finish	
LINE REF.	Additional Options / Notes:	Option Price : Weight I	bs.
5 17 Rev B * *	9" C/M SPACING IN BAY FRONT WALL LINER - 3 mm THIC 5/8" THK x 12" HIGH x 96" LENGT THRESHOLD PLATE - 25 5/8" DEI RUBBER DOCK BUMPERS ALUNINUM REGISTRATION HOLI 5 HINGES PER DOOR	CK x 48" WIDE x 96" HEIGHT - COMPOSITE PANELS TH HDPE BLACK FRONT WALL SCUFF EP - GALVANIZED DER JAMES KING #200	
<b>.</b>			- 4

Weight w/o Options = 14,500 lbs Weight w/ Options = 15,017 lbs **Delivery Time:** Warranty: Structural Warranty 5 Years - Components per Supplier Quote Valid Through: 30 Days From Date Date: 9/13/2022

Total Option Price =

Notes:

Delivery time starts when the signing of purchase order.

Due to the volatility in commodity costs, sale price may change up to 30 days before production. All Trailer Sales Orders and Quotes are subject to Fruehauf's standard terms and conditions and final verification by Fruehauf. The verification may result in a change to the specifications and options and the final price of the trailer. Jan 2022

Purchasers signature below is acceptance of the specifications, terms and conditions, quantity and authorization to order trailers.

Printed Name: Billy Thomas By: Billy Thomas - RC Trailer Sales Title: VP of Sales Date: 2/24/2023

## WARRANTY

SELLER'S WARRANTY - Seller warrants new Equipment and component structures thereof to be free from defect in material and workmanship for the periods stated following date of delivery to the Purchaser. Tires, Heater and GPS systems and special equipment specified by Purchaser are not warranted by Seller, which hereby

and replacement in maintenance programs, including non standard and adhesives and bonds, support legs, door seals, roll up doors, brake system and suspension components, scuff and edge boards, and Equipment with three or more axles or with axles spread more than 60 inches or having a lift or steerable axle. Paints and coatings are warranted for one year against failure to adhere by any reason of defective surface preparation or application. Standard van floors are warranted for three years. **FIVE YEARS** - All remaining structures of the Equipment.

SELLER'S OBLIGATION - Seller, at its option, will repair or replace without charge any part of the Equipment which is found to be defective under the terms and within the applicable period of this Warranty. Repair or replacement by Seller shall not extend any warranty period. Seller has no obligation for Equipment, which is damaged, yielded, corroded, improperly maintained, altered, worn out, or abused. Seller incurs no liability under this warranty or otherwise for Equipment employed in other than normal use. "Normal use" means loading, unloading, and carriage over properly maintained public highways in the United States of America and Canada of uniformly distributed legal loads of correctly secured noncorrosive cargo in such manner that the Equipment is not subjected to concentrated or sidewall load, load in excess of the gross axle or gross vehicle weight ratings, accidental or fork lift damage.

PURCHASER'S OBLIGATION - Promptly upon discovery of a suspected defect, Purchaser, at its expense, shall return the Equipment to Seller's branch or authorized dealer for inspection to determine whether correction will be made at Seller's expense. Warranty is void if damage results from continued use after a suspected defect is or should have been discovered.

WHO IS ENTITLED TO WARRANTY - Only the original Purchaser of new Equipment from one of Seller's branches or authorized dealers is entitled to warranty. Warranty may not be transferred.

NO WARRANTY OF USED EQUIPMENT - Used Equipment is sold "AS IS". Seller makes NO WARRANTY concerning its merchantability, condition, durability, age or model year, or fitness for any purpose whatsoever.

MUTUAL AGREEMENTS - It is agreed that this Warranty sets forth Purchaser's exclusive right and remedy against Seller with respect to the Equipment. It is in lieu of all other express warranties and all implied warranties including implied of merchantability and fitness. Seller assumes no other like or unlike liability for loss of cargo, use, profit, or consequential damages of any kind or nature, from whatsoever cause or thing arising, including, but not limited to, claims of liability based upon tort, negligence, strict liability, or breach of warranty in connection with the manufacture, sale alteration, use, repair or replacement of Equipment, or any part thereof.

## **CONDITIONS OF SALE**

It is agreed that this order contains the entire agreement of the parties relating to the sale of Equipment. Seller shall not be bound by any oral or written agreements, guaranties, representations or warranties not expressly set forth in this order, which Purchaser has read and fully understands. In the event Purchaser's order, purchase order or other form contains terms additional to or different from those set forth herein, this Sales Order shall be deemed notification of objection to such additional and/or different terms and a rejection thereof. Whether or not the Purchaser receives written acceptance hereof, the commencement of any work by Seller in pursuance of this Sales Order or the making by Seller of any delivery of Equipment hereunder shall be deemed an acceptance of this Sales Order, and the contract between the parties shall include and be limited to the provisions hereof. It is further understood and agreed that each term, condition and provision contained in this order is divisible from all others, and if any such is invalid, such term, condition or provision shall be inoperative without invalidating any other term, condition or provision. Purchaser acknowledges receipt of an exact copy of this Sales Order.

A purchase money security interest and lien upon the equipment shall be and remain in Seller, without regard to any delivery, or the issuance of manufacturer's statement of origin or invoice until the total sale price for the Equipment has been paid in full. Purchaser agrees promptly to pay all registration fees, title and license charges, taxes, and each and every other governmental charge assessed against or levied with respect to the Equipment or the sale thereof, and keep the Equipment free from all liens and encumbrances. If Purchaser should fail to pay taxes on or discharge liens against the Equipment, Seller is hereby authorized to do so. Any amount so paid by Seller shall be reimbursed by Purchaser forthwith upon demand and the same shall be secured by this agreement and by a first lien upon and security interest in the Equipment. If the Purchaser fails to make any payment or breaches any other provision hereof, or before the total sale price of all Equipment is paid becomes insolvent or encumbers any of the Equipment or permits any lien to attach thereto, or if any bankruptcy or other proceeding under any law for the benefit or relief of debtors is brought by or against the Purchaser, or if Seller has reasonable grounds to consider itself insecure, then in any one of such events Seller may elect to terminate its obligation to make further deliveries of Equipment hereunder and, with respect to Equipment delivered the entire unpaid balance of the total sale

price shall become immediately due and payable at the option of the Seller, and the Purchaser agrees to deliver the Equipment to Seller promptly on demand. Purchaser agrees that the Seller may, without demand or notice, enter upon any premises where any of said Equipment may be found and retake possession thereof, sell said Equipment at private or public sale, with or without the Equipment being present (at which sale the Seller may be a buyer), and after deducting all lawful expenses, including but not limited to expenses of retaking, repairing, holding, and preparing the Equipment for sale, together with reasonable attorneys fees, court costs and other expenses and costs incurred therein, credit the net proceeds thereof to the unpaid balance of the total sale price of said Equipment, and Purchaser agrees to pay Seller any deficiency. Seller may take advantage of any additional remedies available under applicable law. Waiver by Seller of any default by the

The Purchaser agrees to pay or reimburse Seller in the amount of all sales, use and excise taxes, and other governmental charges which the Seller may be required to collect or pay, or which may be assessed against the Seller, with respect to the manufacture, transportation, purchase or sale of Equipment, and if the Purchaser has claimed on the face of this sales order that this transaction is exempt from tax, the Purchaser hereby warrants that it is duly qualifies to claim such exeption and that the Equipment shall be used or dealt with only in the manner or for the purpose stated in such exemption claim.

The unpaid balance of the Total Sale Price and any sales, use or other tax shall bear interest at the rate of one and one half per cent per month (or the highest lawful contract rate, if less) from the date payment was due until paid in full.

The risk of physical loss of or damage to the Equipment sold hereunder shall be on the Purchaser after invoicing by the Seller from the place of manufacture, and any physical loss or damage to Equipment shall not release the Purchaser from any obligation under this order. The Seller shall not be responsible for delays in production and completion of any Equipment occasioned by defaults or delays of vendors, suppliers and subcontractors, labor difficulty, fire, flood, windstorm, accident, unavailability of material, act of God, civil disorder, war, or by demand exceeding the available supply, or by any other cause or causes beyond the control of Seller. Acceptance of Equipment by the Purchaser shall be irrebuttably deemed a waiver and release of claims for delay.

The Purchaser warrants that property provided hereunder to be transferred to the Seller in part payment of the total sale price ("Trades") is free from all encumbrances, the Purchaser has good and marketable title thereto and full right to transfer the same, and that the description of the same given in this order or a separate document is true and accurate as to make, year, serial number, condition and in all other respects whatsoever. If the Trades have not been delivered to the Seller before the acceptance of this order, the Purchaser agrees to tender the same for delivery on or before delivery of the Equipment in the same condition and appearance it was in at the time of inspection by the Seller. Seller shall have the right to refuse delivery on or before delivery of the Equipment in the same condition and appearance it was in at the time of inspection by the Seller. Seller shall have the right to refuse delivery of Trades if, in its discretion, the condition or appearance has deteriorated or has changed since the original inspection or if the trailers are not timely delivered, and to require the Purchaser to make immediate payment in cash of the amount otherwise specified on the face of this order as trade-in allowance.

Should Purchaser refuse to receive and promptly pay for the Equipment or breach this or any other agreement with Seller, or should Purchaser terminate or cancel this order or make an attempt thereat, Seller shall automatically be relieved of all further obligations hereunder, and Purchaser agrees to pay to Seller an amount equal to twenty five per cent of the Total Sale Price, or Seller's actual damages (including lost profit) caused by Purchaser's breach, whichever is the greater. Seller is hereby authorized to set off the amount owed by Purchaser pursuant to this paragraph against any amounts or credits otherwise due to Purchaser.

This Sales Order shall be governed by and interpreted under the laws of the State of Kentucky. Seller and Purchaser agree that any legal action brought by or against either party shall be filed in the <u>Circuit Court of Warren County, Kentucky</u> or federal jurisdiction applies, the United States district Court for Kentucky, to the personal

Jan-22

Buyer's Initials
BT

## Fruehauf Dry Vans are Built to Customers' Requirements

Regards, Don Brown

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