



LIMITED WARRANTY FOR PLATFORM BODY

Morgan Corporation (“Morgan”) warrants each platform 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 RELEASE TO 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.

30 Day Coverage

This warranty is for a period of 30 days from the date of release to the original purchaser. It covers the mounting of the body to the chassis by a Morgan manufacturing facility, and mounting hardware and components supplied by Morgan.

90 Day Coverage

This warranty is for a period of 90 days from date of release to the original purchaser. It covers the installation of customer requested items, (e.g., installation of rear and side stake racks, liftgates, and other accessories installed but not manufactured by Morgan). Morgan also offers a 90 day warranty on labor and installation work performed at any Morgan-owned Service facility.

1-Year Coverage

This warranty is for a period of 1 year from date of release to the original purchaser. It covers the bulkhead or front rack, side and rear racks, flooring, wiring, paint, corrosion, fasteners, Morgan aluminum walkramps, and platform body subframe.

Non-Morgan Parts, Accessories, & Goods

Morgan makes no warranty on any part, accessory, or goods manufactured by others that are installed on a Morgan Platform body. Morgan will facilitate the administration of any warrantable issue between the non-Morgan supplier and the customer. Installation by Morgan of such items is covered for a period of 90 days.

Not covered by Warranty:

Deterioration caused by corrosive, hazardous or unsafe cargo

Defects in Chassis and or Power Unit

Defect in Products 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 due to damage or misuse (including, but not limited to, the use of forklifts and pallet jacks on platforms 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 or an Authorized Morgan Repair Center and obtain approval and 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 it’s 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 and, supplied by Customer to Morgan. Customer shall have no other equitable or other remedy at law available to it.



QUALITY POLICY

It is the policy of Morgan Corporation to deliver products and services that are superior in the transportation industry, and for its employees to perform their duties with an attitude that focuses on our customers and our commitment to the continuous improvement of our processes and quality systems which is evident in our product quality.

This policy is incorporated in the Morgan Vision statement and is conveyed to all employees at appropriate intervals through training, inclusion in Morgan publications, and employee meetings.

Goals

It is the goal of Morgan Corporation to be the leader in truck body manufacturing in North America. This will be achieved by attaining the following standards of excellence.

1. To instill quality measures and thinking into all sales, marketing, engineering, manufacturing, human resources and financial areas of our business;
2. To become the supplier of preference through excellence in performance in those areas;
3. To attain levels of delivery, accuracy, and versatility that is superior in the industry and to use those indices as a framework for our business;
4. To view the cost of quality as a measure of the performance of the business and to review those measurements with all employees;
5. To develop and maintain mutually beneficial relationships with suppliers, distributors and customers.