



6868 Canal Rd.,
Lockbourne, OH 43137
877.245.0085

Return Conditions and Repair Standards

In accordance with the provisions provided under Paragraph 6 of the Agreement titled *Maintenance*, Customer shall, at its expense, at the expiration or earlier termination of the Lease, ensure that each Vehicle shall meet or exceed the following minimum standards (hereinafter, the "Minimum Inspection Standards"):

1. Minimum Standards

- A. Each Vehicle shall meet DOT requirements currently applicable and applicable at the time of manufacture.
- B. Each Vehicle shall be structurally sound.
- C. Each Vehicle shall have an intact/legible VIN plate and a current FHWA inspection certificate.
- D. Each Vehicle shall be original length and height.
- E. Each Vehicle shall be wind and watertight.

2. Physical Damage

Customer shall be responsible for all Physical Damage costs. The phrase "Physical Damage" shall mean:

- A. Holes in the external skin, roof, floors, inside lining and outside panels.
- B. Duraplate and Plate panels cannot be bowed greater than 3" and no corrosion or delamination should be present.
- C. Roofing not bonded to at least 50% of the roof bows; roof bows not attached to top rails.
- D. Buckled or structurally unsound floors; free of nails and delamination; wood floors not plated.
- E. Structurally unsound crossmembers (crushed or bowed more than 1/2") and rails or rail splices made other than with good workmanship in a safe and commercially acceptable manner; no cuts or cracking on rails.
- F. Doors that fail to open, close and seal properly or are otherwise damaged; cuts or corrosion to the inner or outer door skin.
- G. Torn, cut, crushed, capped, negatively arched, bowed (not greater than 1") posts, missing roof bows.
- H. Damage to any subframe component; any non-functioning or missing subframe systems; excessive corrosion, cracks, or structural deformations.
- I. Damage to any landing gear component; any non-functioning landing gear components.



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- J. Damage to the upper coupler/approach plate (cannot have excessive wear or gouges) or kingpin (cannot have gouges greater than 1/4" and must pass wear gauge test; cannot have 1/2" or more of the bottom flange broken off).
- K. Damage to plywood (holes in excess of 4") or scuffliner (must be straight with no jagged edges) that is not the result of gradual deterioration, such as impact from pallets, pallet jacks, freight or forklifts.
- L. Any other damage that may reduce the rental or resale value of the Vehicle.

3. Existing Repairs

The Customer shall only be responsible for the costs to re-work existing repairs that were performed on the Vehicle but that do not meet the below requirements:

- A. Side Panels: patches must be the same material and color; patches can be pop riveted but full panel sections must utilize buck rivets; small holes can be caulked; no tar or duct tape patches.
- B. Duraplate Panels: no more than one patch or section per panel; adjoining panels may not both be sectioned; no sections within 4' of center line of Vehicle.
- C. Rails: no Vehicle should have more than two rail sections; no 3-piece rails except on Vehicles manufactured ten years or older; no section within four feet from center of Vehicle; not sectioned at same location of both sides of Vehicle; no electrolysis.
- D. Roof: any roof with existing or needing more than ten roof patches or with more than 20 square feet of patches in a 10 foot area will need to be sectioned or replaced; no patch to exceed 16 square feet or with a dimension greater than 8 feet; resin patches in fiberglass roofs shall be no more than 12' diameter; pop rivet patches not acceptable; no tar or duct tape patches.
- E. Floor: floor sections must extend a minimum of five crossmembers with joints of adjoining sections staggered; floor sections must be full board width.

4. Tire Requirements

Except as otherwise agreed to by Customer in writing, Customer shall not replace any tire on any Vehicle except in compliance with the following requirements:

- A. Tires must hold air; are not dry-rotted; do not have tread separation; are not chunked or cut to cord.
- B. Vehicle shall be returned to ACT with tires of equal quality to those on the Vehicle when delivered to Customer and in good operating condition with a remaining per-tire tread depth of not less than 100% of the tread depth on the Vehicle on the Vehicle Delivery Date.



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- C. Original tread tires shall be replaced with only either new tires of the following brands or with Recap tires (for acceptable recap brands and models, see 4(e) (below). New tire brands which are acceptable are:
 - 1. Bridgestone
 - 2. Dunlop
 - 3. Continental
 - 4. General
 - 5. Goodyear
 - 6. Firestone
 - 7. Michelin
 - 8. Yokohama
 - 9. Hankook
- D. Radials shall be replaced with radials; bias shall be replaced with bias. Tire models shall be appropriate for the Vehicle position and of acceptable quality to ACT upon return.
- E. Recap tires shall be replaced only with the following recap brands and models:
 - 1. Bandag: T4100 (radial), Hi-speed (bias) or FCR
 - 2. Oliver: Rev-Tred (radial) or Highway Hi-speed (bias)
 - 3. Goodyear: G159 HS 12 or G314 (radial) or Hi-Miler CSII
 - 4. Michelin: XT1 or XTA1
- F. Radial recaps shall be replaced with radial recaps; bias recaps shall be replaced with bias recaps.
- G. Replacement recap tires shall meet the following additional requirements:
 - 1. Casings shall be no more than five years old
 - 2. Casings shall have only been capped twice (Virgin, grade A).
 - 3. Casings must be manufactured by the companies listed in 4(c) (above).

5. Brake Requirements

Except as otherwise agreed to by Customer in writing, Customer shall not replace any brake parts on any Vehicle except in compliance with the following requirements:

- A. Brake shoes may not be not oil-soaked, cracked, or separated; and must not have any non-functioning/missing brake parts.
- B. Each brake lining must be returned at 100% of the brake lining per brake as at delivery.
- C. ABS system must be fully operational and function in accordance with QEM & DOT requirements (if applicable).



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6. De-Identification

- A. Customer will be responsible for removing all non-ACT decals including the glue and residue.
- B. Customer will be responsible for returning Vehicle to it's original color.
- C. Mudflaps must be de-identified with spray paint of the same color or replaced.
- D. All placard decals, glue and residue must be removed.

7. Miscellaneous

Except as otherwise set forth in these Return Conditions and Repair Standards, all terms and conditions of the Agreement and Documents shall remain in full force and effect.