
GENERAL PROVISIONS

Agreement Geographic Territory, Terms, and Mileage Expiration

This Extended Limited Warranty only applies to covered repairs to the vehicle occurring within the United States and Puerto Rico.

When Does Your Extended Limited Warranty Start?

Your MBCPO Extended Limited Agreement commences after the expiration by time duration of the Mercedes-Benz Certified Pre-Owned Limited Warranty assuming that the total vehicle accumulated mileage is less than the mileage listed on the Agreement .

When Does Your Extended Limited Warranty End?

Your Extended Limited Agreement expires on the earlier occurrence of either of the following:

- The designated time period of the Agreement, or
- The designated total vehicle accumulated mileage of the Agreement.

Consult **page 1** for the specific start date, time duration and maximum mileage of your MBCPO Extended Limited Warranty.

Mercedes-Benz Certified Pre-Owned Limited Warranty

ITEMS COVERED UNDER THIS EXTENDED LIMITED WARRANTY

During the specified Extended Limited Warranty period, all necessary repairs or replacements of the parts listed below will be made by any applicable, authorized Mercedes-Benz Dealer at no charge to you or any eligible subsequent Private Party Purchaser, to correct defects in material or workmanship in covered vehicle parts and/or systems of a Mercedes-Benz Certified Pre-Owned vehicle.

Any repairs will be made as determined by Mercedes-Benz USA, LLC, using new or remanufactured Genuine Mercedes-Benz Parts at its discretion.

If a Part Is Not Listed, It Is Not Covered

1. **ENGINE:** Engine block, cylinder head(s), cylinder head gasket(s), all internally lubricated parts, including internally lubricated seals and gaskets, intake and exhaust manifolds, timing chain cover, flywheel, flex-plate, vibration damper (harmonic balancer), coolant pump, turbocharger, supercharger, belt tensioners, injection pump, control module, and motor mounts.

2. **TRANSMISSION:** Transmission case, control module, all internally lubricated parts, including internally lubricated seals and gaskets, valve body, automatic transmission metal lines, torque converter, modulator control valve, control pressure cable, shift linkage(s), master/slave cylinder, clutch disc, pressure plate, clutch release bearing and fork for vehicles equipped with a manual transmission.
3. **REAR AXLE:** Center section/rear axle and all internally lubricated parts, including internally lubricated seals and gasket, axle side shafts, drive shaft, drive shaft center bearing, drive shaft flex-disc assembly, rear axle shaft bearings and hubs.
4. **ELECTRONIC STABILITY PROGRAM (ESP):** Control module, wheel speed sensors, hydraulic pump and electric motor, all hydraulic lines and lateral acceleration sensors.
5. **AUTOMATIC SLIP DIFFERENTIAL (ASD):** All hydraulic system components including pump, pressure lines, solenoid/valves and control module.
6. **ELECTRONIC TRACTION SYSTEM (ETS):** Hydraulic unit (ABS/ETS), charging pump, pressure reservoir, control module, vehicle speed sensors.
7. **ACCELERATION SLIP REGULATION (ASR):** Hydraulic unit (ABS/ASR), charging pump, pressure reservoir and control module.
8. **M-CLASS MODELS ONLY:** Transfer case, transfer case shift motor, front axle, front differential component assembly, including seals and gaskets, front drive shaft, front axle shaft, bearings, wheel speed sensors and hubs.
9. **4-MATIC MODELS ONLY:** Transfer case, front axle, center section and all internally lubricated parts, including internally lubricated seals and gaskets, front drive shaft, front axle shaft, bearings, wheel speed sensors and hubs.
10. **G-CLASS MODELS ONLY:** Transfer case, transfer case shift motor, front axle, including seals and gaskets, front drive shaft, front axle shaft, bearings, wheel speed sensors and hubs.
11. **COOLING SYSTEM:** Thermostat, radiator, fan clutch, engine fan (including electronic fan), coolant expansion tank, transmission and engine oil coolers as well as the metal lines and fittings.
12. **FUEL INJECTION SYSTEM:** Vacuum shutoff, vacuum control valve, ALDA/BCAPA (barometric pressure-charge air compensation) unit, fuel pump, cold start valve, fuel pressure regulator, fuel injectors (gas and diesel), fuel injector holders, all metal high pressure fuel injection lines and return lines,

warm-up regulator, fuel accumulator, fuel distributor, mass/volume air flow sensor, primary pressure regulator, engine idle speed control valve, fuel heater (diesel only), fuel primer pump (hand operated [diesel only]), throttle linkage assembly, fuel tank and expansion tank.

13. **STEERING SYSTEM:** Power steering gear box including PML control valve, seals, pump, pump pulley, ignition lock including cylinder / tumblers, drag link, steering shock absorber, steering knuckle, tie rods, idler arm and idler arm bushing.
14. **SUSPENSION:** Coil springs, anti-sway torsion bar as well as associated linkage and brackets, ADS pump (where applicable), reservoir, valves, accumulators, valve linkage, suspension pressure reservoir, gas spring reservoir, oil reservoir and cover, oil level sending unit, high-pressure oil hose, distribution valve, switch level adjustment, solenoid locking valve, suspension acceleration sensor, body acceleration sensor, switch load sensor, upper and lower control arms, as well as all suspension links and bushings, ball joints, wheel bearings, wheel bearing seals and air suspension struts.
15. **BRAKE SYSTEM:** Master cylinder, brake booster, Brake Operating Unit including BOU sensors, vacuum pump, hydraulic unit (ABS or ABS/ETS/ASR/ESP/SBS) wheel speed sensors, brake calipers, proportioning valve, metal and composite hydraulic lines and fittings.
16. **ELECTRICAL SYSTEM:** Ignition coils and secondary wiring, starter system components, as well as all electrical motors, wiring harnesses and connectors, starter lockout switch, sending units, sensors, switches, fuse boxes, relay modules, control modules, transmitters, instrument panel, gauges, rheostats, potentiometers, blower motor series resistors, alternator pulley, voltage regulator, diodes, buzzers, horns, actuators, timers, electro-mechanical valves, solenoids, as well as air bag contact plate (located in steering wheel), heated seat elements, and global positioning system (GPS).
17. **CLIMATE CONTROL:** All electrical components noted above, as well as the A/C compressor and clutch, receiver/drier bottle, refrigerant hoses and connections, evaporator, expansion valve, condenser, rear vent control cables, vacuum actuators, all vacuum valves and elements, auxiliary cooling pump, cold engine lock-out switch, temperature selector wheel, servo unit, mono valve, dual valve, switchover valve, heater core and heater housing assembly.
18. **BODY:** Window regulators, sunroof cables, front and rear windshield wiper linkages, power seat drive cables and seat belt assemblies.
19. **CENTRAL LOCKING SYSTEM:** Actuator/element, pneumatic check valve, switches and linkages.

20. **TOWING:** In the event of a mechanical breakdown due to a covered part during the term of this Limited Warranty, and the towing charges are reasonable and competitive, the costs of the vehicle being towed to the nearest authorized Mercedes-Benz Dealer is covered.
Additional charges not covered by this limited warranty may be applicable for a breakdown location that is not a reasonably accessible roadside location, as determined by the authorized Mercedes-Benz Dealer Technician or tow service provider.
21. **REMOTE CENTRAL LOCKING:** Transmitters (excluding batteries) and receivers.*
22. **CLOSING ASSIST:** Actuators, switches, and supply pump.*
23. **SOFT TOP/RETRACTABLE HARDTOP:** Mechanical linkages, hydraulic unit, valves/solenoids, switches and sensors.*
24. **ROLL BAR SYSTEM:** Roll bar mechanism or complete assembly; roll bar, hydraulic cylinders, hydraulic unit, valves / solenoids, actuators, and switches.*
25. **AUDIO SYSTEMS:** Head unit, Speakers, Audio amplification system, CD player and changer, antenna system.
26. **SATELLITE RADIO SYSTEM:** All components of satellite radios are covered under this warranty if they have been installed at the factory or by an authorized Mercedes-Benz Dealer using approved components.
27. **NAVIGATION SYSTEM:** CD drive, control module, antenna system.
28. **OPTICAL NETWORK:** Fiber optics and connectors associated with optical componentry.
29. **COMAND:** Control display unit, central processor, steering wheel control system, integrated CD drive, integrated Navigation processor, GPS antenna system and Navigation CD drive.
30. **Modular Control System (MCS)—M-CLASS ONLY:** MCS—centralized component control unit, single CD player, CD changer, audio amplification system, Navigation system and antenna system.
31. **HYBRID VEHICLES:** High-Voltage Battery coolant system, Electric Drive motors, Regenerative Braking System components.*

*MBCPO Extended Limited Warranty coverage applies to vehicles bearing these items as original equipment only.

WHAT IS EXCLUDED FROM THIS WARRANTY?

1. **Vehicle batteries**
2. **Shock Absorbers / Suspension Struts**
3. **Phone**
4. **Soft top, including:**
 - Fabric top
 - Rear glass/plastic window
 - Headliner
5. **Glass**
6. **Vehicle paint and trim**
7. **Damage caused by outside influences: Resultant Damage from factors such as:**
 - Fuel
 - Fluid contamination
 - Improper fuel usage
 - Improper adjustments
 - Corrosion and algae
8. **Damage due to accidents, fraud, negligence, misuse, improper adjustments, modification, alterations, disconnection, or tampering. Damage due to accidents or acts of nature or other events beyond the control of MBUSA; damage from objects striking the vehicle. Misuse of the vehicle such as, but not limited to:**
 - Driving over curbs
 - Overloading
 - Improper operation
 - Operating without regard to vehicle warning lights
 - Storage or transport

(Proper vehicle use is described in the Operator's Manual.)
9. **Damage due to lack of maintenance or lack of proper maintenance or failure to use specified maintenance parts and fluids as described or indicated in the vehicle's Service Booklet.**

10. **Normal maintenance:** The vehicle requires normal services such as:

- Cleaning and polishing
- Lubrication and filter changes as specified
- Engine tune-up
- Wiper blades
- Replacement of worn brake pads and discs
- Refer to the Service Booklet for details

11. **Damage due to alterations:** Alterations by changing or adding to the vehicle that adversely affect its performance, reliability, and longevity.

12. **Damage caused by other than original equipment parts:** Any malfunctions caused by the use of other than Mercedes-Benz original equipment or MBUS-approved spare parts or accessories.

13. **Altered odometer:** Any vehicle on which the odometer has been altered and the actual mileage cannot be determined.

14. **Consequential damages:** *This limited warranty does not cover any consequential or secondary damages that may be suffered as a result of the need to repair or replace a warranted part except to the extent coverage of such damage is required by the state whose law governs this limited warranty.*

15. **Repairs at non-authorized dealers:** Otherwise covered repairs when the prescribed repair is not performed by an authorized Mercedes-Benz Dealer.

16. **Liability from use of the vehicle:** *Liability for damage to property or injury or death of any person arising out of the operation, maintenance, or use of the vehicle whether or not related to the prescribed repair.*

17. **Vehicle used "for-hire" purpose or commercial rental:** Vehicle cannot be used for commercial purposes.

18. **Taxes:** Any and all taxes required on this limited warranty except where prescribed by law.

19. **Extra Expenses:** This MBCPO Limited Warranty does not cover:

- Loss of the vehicle during warranty repairs
- Lodging bills
- Substitute transportation rentals
- Other travel costs
- Telephone calls
- Loss of pay

20. **Items, Systems, Parts and Accessories Not Identified as Covered:** If a system, item, part, or accessory is not listed in the section of this document entitled

21. Repairs Required due to normal wear and tear

22. "ITEMS COVERED UNDER THIS WARRANTY," it is not covered by this MBCPO Extended Limited Warranty.

LIMITS OF LIABILITY

The only remedy available under a Mercedes-Benz Certified Pre-Owned Extended Limited Warranty is the prescribed work performed in accordance with the terms of this Warranty.

There is no liability for incidental or consequential loss or damage under this Extended Warranty including, but not limited to liability for the following:

- Injury
- Loss of life
- Property damage
- Loss of use
- Loss of time, inconvenience, or commercial loss

Any amount exceeding the actual market value of the vehicle is not the responsibility of MBUSA.

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS WARRANTY AS DEFINED ON PAGE 2.

Some states do not permit the exclusions or limitations of implied warranties, so these limitations may not apply to you. This Warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

MERCEDES-BENZ USA, LLC, OR THE AUTHORIZED MERCEDES-BENZ DEALER NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH VEHICLE.

NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE, SUCH AS DAMAGE OR INJURY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID, INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY THAT MAY BE REPAIRED OR REPLACED IN ACCORD WITH THE TERMS OF THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

VEHICLE SERVICE UNDER THIS EXTENDED LIMITED WARRANTY

The Conditions and Vehicle Service Requirements for Your Warranty

- This Mercedes-Benz Certified Pre-Owned Extended Limited Warranty is applicable only in the United States and Puerto Rico.
- Within the scope of this Extended Limited Warranty, any covered defective parts in your vehicle will be exchanged or repaired by your Mercedes-Benz Dealership.

Mercedes-Benz recommends Genuine Mercedes-Benz Parts, exchange units, and factory-approved accessories for all of your vehicle's replacement parts. These parts meet the same exacting quality control standards as the original equipment on your vehicle and comply with all applicable Federal and State safety regulations.

- Any applicable, authorized Mercedes-Benz Dealer of your choice will perform Mercedes-Benz Certified Pre-Owned Extended Limited Warranty repairs or replacements.
- Your vehicle should be delivered to the Mercedes-Benz Dealer during normal service hours.
- A reasonable time should be allowed after taking the vehicle to the Mercedes-Benz Dealer for performance of the repair.

Mercedes-Benz requires that you service your vehicle at our specified mileage intervals. Your *Operator's Manual* and your vehicle's *Service Booklet* contain this information. These services help assure the proper operation of your vehicle. The required service maintenance is available at all authorized Mercedes-Benz Dealerships.

Failure to follow the required Mercedes-Benz service maintenance schedule, using specified materials, fluids, and parts, at the specified intervals could cause vehicle damage not covered by this Warranty.

Emission System Warranty and Service Maintenance

Where applicable, your vehicle may qualify for any remaining portion of the Emission Systems, Emission Performance, or California Emission Control System warranties.

The law requires your vehicle to conform to exhaust emission standards. To provide the best vehicle performance and lowest vehicle emissions, you are responsible to see that all recommended maintenance procedures detailed in the vehicle's *Service Booklet* are performed at the specified times and mileages. The emission control warranty does not cover failures due solely to owner abuse or lack of proper

maintenance. (Refer to the original new vehicle *Service and Warranty Information* booklet for more information regarding emission control warranty coverage).

More frequent maintenance may be needed for vehicles under severe operating conditions such as dusty areas, very short trip driving, or trailer towing.

Although warranty obligations are not dependent upon the use of any particular brand of replacement parts, you may elect to use non-genuine Mercedes-Benz parts for replacement purposes. We recommend the use of Mercedes-Benz spare parts for service and repairs since they have been made according to the manufacturer's specifications. It is also important to use only fuels and lubricants meeting factory specifications since the emission systems warranty does not cover repair or replacement of parts necessitated by failure to use such items.

For detailed information concerning emission control system maintenance please refer to your *Service Booklet*. If you want additional information concerning tune-up specifications or emission control system maintenance jobs, we recommend a special *Maintenance Manual*, which is available from your authorized Mercedes-Benz Dealership or directly from MBUSA.

Do I Have to Bring My Vehicle to an Authorized Mercedes-Benz Dealership for Service?

- **Repairs covered under Mercedes-Benz Warranties** must be performed at an authorized Mercedes-Benz Dealership. When you bring your vehicle in for warranty servicing at your authorized Mercedes-Benz Dealership, please present this document to your Service Advisor to speed service order write-ups.
- **Maintenance service as recommended in your vehicle's Service Booklet** can be performed by any qualified service outlet. However, we recommend that all maintenance service work be performed by your authorized Mercedes-Benz Dealership. Authorized Mercedes-Benz Dealerships have the trained personnel, tools, diagnostic instruments, and service reference literature necessary to perform the recommended maintenance correctly and systematically.

Roadside Assistance

On the road, you are protected by 24-hour roadside Assistance throughout the United States. For assistance just call: 1-800-FOR-MERCEDES (1-800-367-6372).

Consult your Roadside Assistance program literature for details, terms, and

limitations on benefits.

TRANSFERABILITY

If I Sell My Mercedes-Benz Certified Pre-Owned Vehicle, Can I Transfer the Warranty?

If you transfer or sell your vehicle to a Private Party Purchaser, the remaining benefits under the Mercedes-Benz Certified Pre-Owned Extended Limited Warranty can be transferred to the new owner except those benefits listed under cancellation policies that follow, as applicable in the state in which you are a resident. If the vehicle is sold to a Dealer or other vehicle reseller, the Extended Limited Warranty terminates. To complete this transfer:

- Provide the Mercedes-Benz *Service Booklet* and the Mercedes-Benz Certified Pre-Owned Extended Limited Warranty booklet for the vehicle to the Private Party Purchaser.
- Complete and send to MBUSA the "Notice of Address Change or Change of Ownership" card in the centerfold of the *Service and Warranty Information* booklet.

Can I Transfer My Warranty to Another Vehicle?

No.

CANCELLATION POLICY:

All U.S. States Except Florida, Washington, California and Puerto Rico

If you purchased your vehicle in one of the following states, please consult "State Amendments to This Agreement" beginning on this page: Alabama, Arkansas, Colorado, Georgia, Hawaii, Idaho, Illinois, Iowa, Massachusetts, Minnesota, Nevada, New Hampshire, Rhode Island, Texas, Utah, and Wisconsin

Can I Cancel My Warranty?

If for any reason you terminate your Mercedes-Benz Certified Pre-Owned Extended Limited Warranty prior to the date this agreement commences, MBUSA will refund 100% of the cost of the agreement to you or any Lienholder or lessor. In those limited situations where this agreement is purchased within 30 days of coverage commencement, you may terminate this agreement within 30 days and receive a full refund if you have not made a claim

After this agreement commences, you may cancel at any time and, you or the Lienholder or lessor will receive a prorated refund based on the full number of months remaining on this agreement, less any claims paid under this agreement

MBUSA can terminate this Agreement without paying any refund for the remaining portion of the Agreement if any of the following occur

- The vehicle odometer has been altered, or has been inoperable for more than ten (10) days after the purchase of this Agreement so as to reflect an incorrect or misleading reading.
- The vehicle has been determined to be a salvage, scrap, or dismantled vehicle as defined by applicable state law.
- Any material misrepresentations are made, including, but not limited to, a submission of a fraudulent claim in connection with this Agreement.

STATE AMENDMENTS TO THIS AGREEMENT

If you purchased the Mercedes-Benz Certified Pre-Owned Extended Limited Warranty Agreement in any of the following states, the Agreement is amended as indicated below:

ALABAMA: Any refund not paid within 45 days shall include a penalty of 10% per month..

COLORADO: This Contract is non-cancelable unless the lender financing this Contract or state law provides otherwise.

HAWAII: Any refund not paid within 45 days will include a 10% penalty.

IDAHO—NOTICE TO PURCHASER: The coverage you are buying is not required to register or finance a vehicle. Coverage afforded under this Contract is not guaranteed by the Idaho Insurance Guarantee Association. .

MASSACHUSETTS—NOTICE TO PURCHASER: The coverage you are buying is not required in order to register or finance a vehicle. The benefits provided may duplicate express manufacturer's or seller's warranties that come automatically with every sale. You can be required by the seller of this coverage to pursue those warranties, which are available to you without this contract.

MINNESOTA—A ten percent penalty per month must be added to a refund that is not paid or credited within 45 days after return of the service contract to the provider. If We cancel this agreement we will mail written notice providing the reason for the cancellation five days prior to the cancellation date.

MISSOURI-Any refund not provided within 45 days will include a 10% penalty.

NEW HAMPSHIRE: : In the event you do not receive satisfaction under this agreement, you may contact the New Hampshire Insurance Department at Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, Tel. 800-852-3416.

NEW MEXICO-If we fail to provide a refund within 60 days of request, we will add a 10 % penalty for each thirty day period the refund remains unpaid.

RHODE ISLAND: In the event of a disputed claim, the Contract Holder may contact Mercedes-Benz USA, LLC, Customer Assistance Center, 3 Paragon Drive, Montvale, NJ 07645, or call 1-800-FOR-MERCEdes (1-800-367-6372).

TEXAS: Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the: Texas Department of Licensing and Regulation, P.O.B. 12157, Austin Texas 78711, phone number 1-800-803-9202

WISCONSIN—THIS CONTRACT IS ONLY SUBJECT TO LIMITED REGULATIONS BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. A claim may not be denied solely because a Contract Purchaser did not obtain pre-authorization. No claim will be deducted from the refund. The warrantor's rights of subrogation, if any, shall not apply until the Contract Purchaser has first been made whole. In addition, this Contract is subject to the provisions under s. Ins. 15.01, Wis. Adm. Code.

WYOMING -A 10% penalty will be added to any refund not paid within 45 days.

Definition of Terms

Private Party Purchaser: Any purchaser of the vehicle other than

- A Motor Vehicle Dealer
- An authorized Mercedes-Benz Dealer
- A person engaged in the business of buying, selling, or exchanging vehicles

No Charge: Mercedes-Benz Certified Pre-Owned Extended Limited Warranty repairs and replacements will be made at no charge for parts or labor as well as those diagnostic operations that are directly related to the warranty repairs.

Mercedes-Benz USA, LLC (MBUSA) We, Us, Our : The party obligated(provider) to perform under this agreement. One Mercedes Drive, Montvale, N.J. 07645 1-800-FOR-MERCEDES (1-800-367-6372)

Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

If you have any questions regarding coverage under this MBCPO Extended Limited Warranty Agreement, please consult your authorized Mercedes-Benz Dealership, or contact MBUSA at 1-800-FOR-MERCEDES (1800-367-6372).
