

## AS IS

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

- Customer is hereby notified that the said property is not insured or protected to the amount of the actual cash value thereof; or otherwise, against loss occasioned by theft, fire or vandalism while the property remains with the dealer.
- Customer states no articles or personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
- The dealer is not responsible for unavailability of parts or delays in parts shipment beyond dealer's control.
- Due to the type of service requested some repairs must be sublet.
- All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or delivery upon the expiration of three (3) days after notice that repairs have been completed. Notice shall be deemed to have been given upon the deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the reverse side hereof.
- If the vehicle described herein is not called for within three (3) days after such notice is given, a storage charge of \$5.00 per day will be made for each day thereafter.
- Said Dealer is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
- In addition to any and all other legal remedies available, I authorize Said to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. Said Dealer is hereby expressly authorized to sell said vehicle at public auction after giving a twenty (20) day written notice by certified mail to the legal owner, registered owner, and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest bidder and the proceeds of sale must be used first to satisfy the lien plus storage costs and costs incident to sale, and the balance shall be forwarded to the legal owner, or if none to the registered owner, or if the address is unknown, it shall be forwarded to the Department of Motor Vehicles.  
Said expenses for sale shall also include a reasonable attorney's fee, which may be necessarily incurred.
- If any such charges remain unpaid for thirty (30) days after such request for payment, Said Dealer may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.

### STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

"A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws."



# MERCEDES-BENZ

## LIMITED SERVICE-PARTS AND ACCESSORIES WARRANTY

#### Items Which Are Covered.

**DEFECTS:** Mercedes-Benz of North America, Inc. (MBNA) warrants to the original purchaser and each subsequent owner of genuine Mercedes-Benz service replacement parts, equipment, or factory approved accessories installed on Mercedes-Benz passenger cars which are operated in the U.S.A. or Canada under normal use and service to be free from defects in material and workmanship.

**ANY MERCEDES-BENZ DEALER:** Any authorized Mercedes-Benz dealer of the purchaser's choice will without charge perform warranty repairs or replacements. The purchaser must return the defective part or accessory to the dealer's place of business during normal service hours. A reasonable time should be allowed after taking the part to the dealer for performance of the repair.

**WARRANTY PERIOD:** This warranty is for 12 months, unlimited mileage.

**WARRANTY STARTS:** The warranty period starts from the date of installation of the part or accessory on the vehicle. The dealer must be furnished with the customer's copy of the original sales slip on counter sales or the customer's copy of the repair order on counter sales or the customer's copy of the repair order on dealer installations to validate the date of purchase.

**NO CHARGE:** Warranty repairs will be made at no charge for parts or labor.

#### Items Which Are Not Covered:

**DAMAGES DUE TO ACCIDENTS, MISUSE, OR NEGLIGENCE:** Parts damaged due to abuse, misuse, neglect, alteration or accident, or which have been improperly lubricated, repaired, or installed, or used in applications for which they were either not designed or approved by MBNA.

**NORMAL MAINTENANCE IS OWNER EXPENSE:** The cleaning, adjusting or replacing of parts in the course of normal maintenance, such as air, oil, and fuel filters, windshield wiper blades, light bulbs, distributor points, or condensers. Spark plugs that are oil or lead fouled or which fail due to the use of low grade fuel, improper selection of heat range or misapplication. The expense of replacing such items is the owner's responsibility.

**DAMAGE CAUSED BY REPAIR PARTS:** Malfunctions caused by the use of other than original Mercedes-Benz spare parts and accessories.

**DAMAGE FROM THE ENVIRONMENT:** Parts made out of cloth or leather (upholstery, convertible tops), wood, paint or chrome which have been affected by airborne fallout, such as chemicals and tree sap, or by road salt, hail, windstorm or other environmental factors.

**DAMAGE TO GLASS:** Glass breakage or scratches are not covered unless positive physical proof of a manufacturing fault can be established.

**NON-DEALER INSTALLATION:** Labor for removal and replacement of defective parts or accessories sold but not installed by an authorized Mercedes-Benz dealer.

**EXTRA EXPENSES:** This warranty does not cover payment for loss of the use of the car during warranty repairs nor lodging bills, car rentals, other travel costs, towing, telephone call, or loss of pay.

#### Things You Should Know About The Mercedes-Benz Limited Service - Parts and Accessories Warranty

**GENERAL:** Our intention is to repair under the warranty without charge to you, anything which is our fault that goes wrong with an original Mercedes-Benz spare part or accessory that you purchased and had installed by an M-B dealer. All we ask is that you properly maintain and care for the part or accessory and that you have warranty repairs performed by an authorized Mercedes-Benz dealer.

Please note that the difference between "defects" and "damage" as used in the warranty. Defects are covered since we, the manufacturer or distributor, are responsible. Conversely, we have no control over damage caused by such things as collision, misuse and lack of maintenance. Therefore, damage for whatever reason is not covered by the warranty. Maintenance services are also not covered by the warranty since it is the owner's responsibility to maintain his vehicle according to the Maintenance Schedule provided.

**CUSTOMER REPAIR ORDER:** Your servicing dealer will give you a copy of the Repair Order on all warranty repairs performed. Please keep this copy with your vehicle records.

#### What to do if There is a Question Regarding Warranty:

The satisfaction and goodwill of Mercedes-Benz owners is of primary concern to Mercedes-Benz dealers and MBNA. In the event a warranty matter is not handled to your satisfaction, the following steps are suggested:

**FIRST-** Discuss the problem with your Mercedes-Benz dealership management. Talk to the Service Manager, then if you still have questions discuss them with the dealership's owner.

**THEN-** Request Clarification - If unanswered questions remain, contact the Mercedes-Benz Zone Office closest to you as listed in the Directory of Mercedes-Benz dealers in the United States.

The Zone Office may ask for the following information.

- Year and model of vehicle.
- Vehicle Identification Number stamped on windshield tag.
- Date part installed.
- Your M-B Dealer's name.
- Nature of problem.

**FURTHER-** If you have additional comments or questions regarding your Mercedes-Benz after discussion with your dealer and Zone Office, please write to us. Our address:

**OWNER SERVICE DEPARTMENT  
MERCEDES-BENZ OF NORTH AMERICA, INC.  
ONE MERCEDES DRIVE  
MONTVALE, NJ 07645**

#### DISTRIBUTOR IN THE UNITED STATES:

**MERCEDES-BENZ OF NORTH AMERICA, INC.  
ONE MERCEDES DRIVE  
MONTVALE, NEW JERSEY 07645**

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 WHICH 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 or limitation on how long an implied warranty lasts, so the above limitations may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF MERCEDES-BENZ SERVICE REPLACEMENT PARTS, EQUIPMENT, OR ACCESSORIES. ANY WARRANTIES IMPLIED BY LAW ARE LIMITED TO THE DURATION OF THE WARRANTY OUTLINED ABOVE FROM THE DATE OF INSTALLATION. DAIMLER-BENZ A.G., MERCEDES-BENZ OF NORTH AMERICA, INC., OR THE MERCEDES-BENZ DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH PARTS, EQUIPMENT OR ACCESSORIES.