

**MERCEDES-BENZ EXTENDED LIMITED WARRANTY AGREEMENT
APPLICATION FOR COVERAGE**

GENERAL PROVISIONS:

Agreement Territory, Term and Mileage Expiration - This Extended Limited Warranty ("Agreement") only applies to covered repairs to the vehicle occurring within the United States and Puerto Rico. The Agreement is contingent on the acceptance and approval of Mercedes-Benz USA, LLC ("MBUSA") and becomes effective upon the expiration of the original New Vehicle Limited Warranty In-Service/Warranty start date in time or mileage, whichever occurs first. The term of this Agreement is measured by time in years and maximum mileage from original New Vehicle Limited Warranty In-Service/Warranty start date, whichever occurs first. The purchase of this Agreement does not waive any implied warranties that are available to you. The purchase of this Agreement is not a requirement to purchase or obtain financing for a motor vehicle. This Extended Limited Warranty Agreement can only be purchased while the vehicle is covered by the original Mercedes-Benz New Vehicle Limited Warranty. Out-of-warranty vehicles are ineligible for Extended Limited Warranty coverage.

MERCEDES-BENZ EXTENDED LIMITED WARRANTY AGREEMENT

LIMITS OF LIABILITY:

The performance of work for prescribed repair as stated under COVERAGE is the only remedy available under a Mercedes-Benz Extended Limited Warranty Agreement.

LIMITATION OF LIABILITY: THERE IS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS EXTENDED LIMITED WARRANTY AGREEMENT, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, OR BREACH OF IMPLIED OR EXPRESSED WARRANTIES. ANY AND ALL SUCH LIABILITY IS EXPRESSLY EXCLUDED. IN NO EVENT SHALL MBUSA BE RESPONSIBLE FOR ANY AMOUNT EXCEEDING THE ACTUAL MARKET VALUE OF THE VEHICLE. Some states do not permit the exclusions or limitations of incidental or consequential damages, so these limitations may not apply to you.

DEFINITION OF TERMS:

Mercedes-Benz Extended Limited Warranty Agreement ("ELW"): Mercedes-Benz Extended Limited Warranty Agreement Coverage.

Any Authorized Mercedes-Benz Passenger Vehicle Dealer ("Dealer"): This Agreement is applicable only in the United States and Puerto Rico. Any authorized Dealer of the owner's choice will perform Mercedes-Benz Extended Limited Warranty Agreement repairs or replacements. The vehicle should be delivered to the authorized Dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized Dealer for performance of the repair.

Private Party Purchaser: Any purchaser of the vehicle other than a Motor Vehicle Dealer, Authorized Mercedes-Benz Passenger Vehicle Dealer or person actively engaged in the business of buying, selling or exchanging vehicles.

No Charge: Mercedes-Benz Extended Limited Warranty Agreement repairs and replacements will be made at no cost to you for parts or labor, as well as those diagnostic operations which are directly related to the Agreement repairs.

Vehicle: The vehicle specified on Page 1 which cannot be used for professional emergency, for-hire, law enforcement or commercial rental purposes.

Dealer Demonstrator Vehicle: Vehicles used for demonstration purposes at the dealership.

Mercedes-Benz USA, LLC ("MBUSA"): The party obligated to perform under this Agreement. One Mercedes Drive, Montvale, N.J. 07645; phone number: 1-800-FORMERCEDES (1-800-367-6372).

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.

COVERAGE:

MBUSA warrants to you and any eligible subsequent Private Party Purchaser of a Mercedes-Benz Passenger Vehicle, which was originally distributed and sold through MBUSA, that any authorized Dealer will make repairs or replacements necessary at no charge to correct defects in material or workmanship on any vehicle parts and/or systems, unless specifically excluded in the EXCLUSIONS section of this Agreement, which may occur during the specified Agreement period.

Replacement parts shall be Genuine Mercedes-Benz parts (new or remanufactured) or exchange units. In the event you have any questions with respect to the extent of coverage of the Mercedes-Benz Extended Limited Warranty Agreement, you may contact MBUSA at 1-800-FOR-MERCEDES (1-800-367-6372).

We will repair under this Agreement, without charge to you, anything that goes wrong with your vehicle during the Agreement period of any covered part or systems as a result of defects in material or workmanship. All we ask is that you properly maintain and care for the vehicle and that you have Agreement repairs performed by an authorized Mercedes-Benz Dealership. Please note the difference between "defects" and "damage" as used in the Agreement. Defects in workmanship or materials are covered. Conversely, we have no control over damage caused by such things as, but not limited to, collision, misuse, and lack of or improper maintenance. Therefore, such damage for any reason is not covered by this Agreement. MBUSA's obligation is limited to the authorization to exchange or repair at its option such parts which are defective in workmanship or materials. In case of defective assemblies, factory rebuilt units may be used in exchange instead

of their repair. The replaced defective parts or assemblies shall become the property of MBUSA. Agreement repairs do not constitute an extension of the New Vehicle Limited Warranty or the Extended Limited Warranty Agreement period for the vehicle or a part thereof.

TOWING: In the event of a mechanical breakdown due to a covered part during the term of this Extended Limited Warranty Agreement, reasonable and competitive towing charges to have the vehicle towed to the nearest authorized Mercedes-Benz Passenger Vehicle Dealer will be covered.

MERCEDES-BENZ ROADSIDE ASSISTANCE PROGRAM: Including Sign and Drive, Trip Interruption and Trip Routing. Please telephone MBUSA at 1-800-FORMERCEDES (1-800-367-6372) for full details, terms and conditions.

EXCLUSIONS:

DAMAGE DUE TO LACK OF MAINTENANCE: Lack of proper maintenance as described in the Maintenance Booklet. Use of service parts or fluids, such as paper oil filters or improper engine oil, which are non-approved by MBUSA, can cause engine damage and is not covered by this Agreement.

NORMAL MAINTENANCE IS OWNER'S RESPONSIBILITY: Cleaning and polishing, lubrication, filters, engine tune-up, replacing wiper blades or wiper rubber inserts, brake pads, sensors and rotors/discs, and clutch discs and pressure plates are some of the normal maintenance services vehicles require and are not covered by this Agreement. Wheel alignment and wheel balancing are not covered by this Agreement. Tire rotations, if applicable to your vehicle's tire configuration, are a required maintenance service, and also not covered. See Maintenance Booklet for details. Damage caused by the use of improper filters (including oil filters), engine oils, fluids, cleaners, polishes or waxes is not covered.

Keep all records of maintenance for your vehicle with your Extended Limited Warranty Agreement or your "Service" booklet for the vehicle. The Extended Limited Warranty Agreement booklet and/or the "Service" booklet must be available for review by the repair facility. If you perform your own maintenance, your records must indicate work performed, date, parts replaced and odometer reading at the time of service. Receipts for purchases of parts and fluids or service and maintenance must be retained with this Agreement for the entire period of this Agreement. Failure to provide maintenance logs may result in the denial of claims. The administrator's retention of broken parts, for inspection or other use, may be required for any repair work.

DAMAGE CAUSED BY NON-APPROVED PARTS OR FLUIDS: Any malfunctions caused by the use of other than Mercedes-Benz original equipment or MBUSA-approved spare parts or accessories are not covered by this Agreement. Damages or malfunctions resulting from poor fuel quality or from blending additional fuel additives, other than those expressly approved for use in exceptional circumstances (see vehicle Operator's Manual) by MBUSA are not covered.

DAMAGE DUE TO ACCIDENTS, MISUSE, NEGLIGENCE, FRAUD, IMPROPER ADJUSTMENTS, DISCONNECTION OR TAMPERING: Damage from objects striking the vehicle. Misuse of the vehicle such as driving over curbs, overloading, improper operation, and storage or transport (Proper use is described in the Operator's Manual). Damage attributable to any of the aforementioned is not covered.

DAMAGE CAUSED BY OUTSIDE INFLUENCES AND THE ENVIRONMENT:

Accidents or acts of nature or other events beyond the control of Mercedes-Benz (e.g., fire, flood, earthquake). Resultant damage from factors such as, but not limited to, fuel or fluid contamination, corrosion, mold and algae. Parts made from cloth or leather (e.g., upholstery, convertible tops, trim items), wood, sheet metal/body panels, paint or chrome which have been affected by airborne fallout, such as chemical and tree sap, or by road salt, hail, windstorm or other environmental factors, are not covered by this Agreement.

DAMAGE DUE TO MODIFICATIONS OR ALTERATIONS: Alterations by changing or adding to the vehicle can adversely affect its performance, reliability and longevity, and are not covered by this Agreement.

ALTERED ODOMETER: No Agreement coverage shall apply to any vehicle on which the odometer has been altered or the actual mileage cannot be determined.

DAMAGE CAUSED BY IMPROPER BODY REPAIRS: Damage or malfunctions caused by body repairs not performed in accordance with Mercedes-Benz-specified repair procedures or otherwise improperly performed, are not covered by this Agreement.

BATTERIES: Batteries are not covered by this Agreement.

TIRES: Tires are not covered by this Agreement.

GLASS: Glass is not covered by this Agreement.

PAINT AND OTHER APPEARANCE ITEMS: Paint and other appearance items are not covered by this Agreement.

CHANGES IN DESIGN: The manufacturer has reserved the right to make any changes in design or to make additions to, or upon its products without incurring any obligations to install the same equipment on motor vehicles previously built.

OTHER: The soft top which includes fabric top, headliner, glass/plastic window; cellular telephones; Bluetooth dongles; communications service infrastructure such as, but not limited to, cellular telephone networks, GPS satellites availability, Internet, map data content, shock absorbers and struts.

Repairs required due to normal wear and tear.

EXTRA EXPENSES: This Agreement does not cover payment for loss of use of the vehicle during Agreement repairs nor lodging bills, substitute transportation rentals, or other travel costs, telephone calls, loss of pay, or other economic loss or consequential damages.

REPAIRS AT NON-AUTHORIZED DEALERS: Otherwise covered repairs when the prescribed repair is not performed by an authorized Dealer.

CANCELLATION (Your rights may vary depending upon your state; please see State Changes section): The Mercedes-Benz Extended Limited Warranty Agreement may be cancelled for a full refund any time prior to the expiration of the New Vehicle Limited Warranty and the effective date of this Agreement, if a written request for cancellation is submitted using the Cancellation Form that can be obtained from the Selling Dealer or any authorized dealer. In those limited cases where this Agreement is purchased within thirty (30) days of this Agreement's effective date, you have 30 days from the purchase date to obtain a full refund if no claims have been paid. In other cases, you will receive a pro rata refund (refund of unused portion of your Agreement), as provided below:

- Your pro rata refund is based on the purchase price of this Agreement less cost of claims and coverage provided.
- Pro rata refunds return the percentage of the purchase price associated with the remaining mileage or time (whichever is less) on this Agreement at the time of cancellation. Time is based on the full number of months remaining on this Agreement.
- Your pro rata refund is determined by multiplying the purchase price by the percentage of unused coverage, based on time or mileage, whichever is less, remaining under this Agreement and deducting the cost of claims.
- You must request a refund within ninety (90) days after you are no longer owner of the vehicle covered by this Agreement and it has not been transferred to a private party purchaser.

THE DESCRIBED CANCELLATION PROVISIONS ARE NOT APPLICABLE IN ANY WAY IF THIS MERCEDES-BENZ EXTENDED LIMITED WARRANTY AGREEMENT HAS BEEN TRANSFERRED TO ANOTHER ENTITY. If you have not paid for this Agreement in full and a lien is outstanding against the described vehicle and/or this Agreement itself, any cancellation refund will be made payable to the Lienholder or Lessor. Should the vehicle be repossessed or deemed a total loss, the rights hereunder shall transfer to the Lienholder or Lessor as its interest may appear and the Selling Dealer, or any authorized Dealer, agrees to effect cancellation at Lienholder's or Lessor's request upon receipt of evidence of repossession or total loss, and name the Lienholder or Lessor as the sole payee of any resulting refund unless MBUSA is instructed otherwise in writing by the

Lienholder or Lessor. MBUSA reserves the right to terminate this Agreement if any of the following occur:

1. 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 inaccurate or misleading reading.
2. The vehicle has been determined to be a salvage, scrap or dismantled vehicle as defined by applicable state law.
3. Any material misrepresentations are made including, but not limited to, a submission of a fraudulent claim in connection with this Agreement.

If we cancel, you will receive a refund calculated in the same manner as if you requested a refund.

TRANSFER:

If you transfer or sell the Vehicle to a Private Party Purchaser, the remaining benefits under the Mercedes-Benz Extended Limited Warranty (ELW) Agreement will be transferred to the Private Party Purchaser. This can be done only if the Private Party Purchaser presents the Selling Dealer, or any authorized Mercedes-Benz Dealer with proof of ownership for the vehicle, and a copy of the ELW Agreement. THE MERCEDES-BENZ EXTENDED LIMITED WARRANTY AGREEMENT MAY NOT BE TRANSFERRED TO ANOTHER VEHICLE. This Agreement cannot be transferred if the title transfer of the vehicle passes through an entity other than the subsequent buyer, or if the vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling vehicles. MBUSA will not be responsible or liable if the original purchaser has cancelled the Extended Limited Warranty Agreement without the knowledge of the new owner.

This is your entire agreement with MBUSA. This Agreement is backed by the full faith and credit of MBUSA.

STATE CHANGES:

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

ALABAMA: If MBUSA cancels this Agreement for any reason except for nonpayment by you or a material misrepresentation by you, MBUSA shall provide you written notice of cancellation at least 5 days prior to the effective date of cancellation. This Agreement is backed by the full faith and credit of MBUSA. Any refund not paid within 45 days shall include a penalty of 10% per month.

ARIZONA: No claims will be deducted from refunds.

HAWAII: Rental coverage is not available and you are not being charged for it. Therefore, any rental coverage does not apply to you. If MBUSA cancels this Agreement for any reason except for nonpayment by you or a material misrepresentation by you, MBUSA shall provide you written notice of cancellation

at least 5 days prior to the effective date of cancellation. A 10% penalty shall be added to refunds not paid or credited within 45 days.

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

Louisiana-Claims will not be deducted from refunds.

Minnesota-A ten percent penalty per month must be added to a refund this is no 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 and sent to your last known address five days prior to the cancellation date providing the reason for the cancellation.

Missouri-Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement policy. A ten percent per month shall be added to a refund not paid within thirty days of return to the provider.

New Hampshire-In the event you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301 Telephone 1-800-852-3416.

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. If we cancel we will mail you a notice 15 days prior to the effective date of cancellation.

Texas-In the event you do not receive a refund within 45 days, you will receive an additional 10% per month of the refund amount that is not paid. 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-Claims will not be deducted from refunds.

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

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