



Mercedes-Benz

Mercedes-Benz New Vehicle Extended Limited Warranty Agreement - California

Mercedes-Benz USA, LLC
 303 Perimeter Center North, Suite 202
 Atlanta, GA 30346
 Phone: (800) 367-6372

_____				05154	W.I. SIMONSON
First				Dealer Code	Dealer Name
_____				W.I. SIMONSON	
Address				D/B/A	
_____	_____	_____	_____	SANTA MONICA	CA
City	State	Zip	Phone	Dealer City	State

_____	_____	_____	_____	_____	_____
Lienholder Name	Address	City	State	Zip	Phone

_____	C450W4	_____	C450W4/2016	_____
New Vehicle Retail Date	Model	Model Year	Vehicle Identification Number	

New Vehicle Limited Warranty Start Date*: Month _____ Day _____ Year 2016 Current Mileage 169

Agreement Type/Term**	<u>7 YR 100000 MILE ELW</u>	Purchase Price \$ _____	+ Sales Tax \$ <u>0.00</u>	Total Purchase Price \$ _____
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Agreement End Date***: Month 5 Day 4 Year 2023

*If this application is approved and accepted by Mercedes-Benz USA, LLC ("MBUSA"), coverage under this Mercedes-Benz New Vehicle Extended Limited Warranty Agreement (this "Agreement") becomes effective upon the expiration of the New Vehicle Limited Warranty, which is on the fourth anniversary of the New Vehicle Limited Warranty Start Date listed above or 50,000 total miles, whichever occurs first.
 **As measured by time in years and maximum mileage, whichever occurs first.
 ***Date upon which coverage under this Agreement will expire, unless the maximum mileage limit is reached sooner.

Dealer and customer certify below that the customer is the registered owner of the vehicle identified above (the "Vehicle"), for which application for coverage of the Vehicle is submitted, having purchased the Vehicle as new from an Authorized Mercedes-Benz dealer or used in a private sales transaction from the previous owner.

This checkmark indicates you are providing the equivalent of your signature and indicating your intent to enter into this Agreement.

_____	05/20/2016	_____	MARC D. ROSE	05/20/2016
Customer Signature	Date	Dealer Representative Signature	Representative Name	Date

This is an application for coverage which is subject to approval and acceptance by MBUSA. This Agreement is as indicated above between you, the Purchaser, and MBUSA. In order to claim benefits under the terms of this Agreement, you must follow the terms set forth below. You hereby declare that you have fully read the terms of this Agreement and that you understand, accept and agree to all of the provisions therein. There have been no other oral or written agreements regarding this Agreement for the Vehicle other than those expressly contained in this Agreement. The purchase of this Agreement, or any other Extended Limited Warranty or Prepaid Maintenance agreement, products or services, is not required in order to purchase or obtain financing for a motor vehicle.

**MERCEDES-BENZ NEW VEHICLE EXTENDED LIMITED
WARRANTY AGREEMENT
Valid in California ONLY**

GENERAL PROVISIONS:

Initial

Agreement Territory, Term and Mileage Expiration - This Mercedes-Benz New Vehicle Extended Limited Warranty (this "Agreement") applies only to repairs to the Vehicle covered by this Agreement occurring within the United States and Puerto Rico. Coverage under this Agreement (the "Term") becomes effective upon the expiration of the New Vehicle Limited Warranty or upon the Vehicle reaching 50,000 total miles, whichever occurs first (the "Effective Date"); and (b) expires on either the Agreement End Date, or the date on which the Vehicle reaches the maximum mileage limit as set forth by the Agreement Type/Term, whichever occurs first. The purchase of this Agreement does not waive any implied warranties that are available to you. This Agreement may only be purchased while the Vehicle is covered by the New Vehicle Limited Warranty, which is prior to the occurrence of both the fourth year anniversary of the New Vehicle Limited Warranty Start Date and 50,000 total miles.

NATURE OF AGREEMENT:

Initial

THE PURCHASER UNDERSTANDS AND AGREES THAT THIS AGREEMENT IS NOT A POLICY OR CONTRACT OF INSURANCE, AND THAT THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR A MOTOR VEHICLE.

DEFINITION OF TERMS:

Initial

Maintenance Booklet: Manufacturer's manual containing maintenance work information utilized for the Vehicle's specific model, age or mileage.

Any Authorized Mercedes-Benz Passenger Vehicle Dealer, Authorized Mercedes-Benz Dealer, Authorized Dealer: Any Authorized Mercedes-Benz Dealer in the United States and Puerto Rico of the owner's choice can perform Mercedes-Benz Extended Limited Warranty services. 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 Mercedes-Benz Extended Limited Warranty services.

Secondary Purchaser: Any subsequent purchaser of the Vehicle.

No Charge: Mercedes-Benz Extended Limited Warranty services will be provided at no charge for parts, labor or diagnostic operations which are directly related to the coverage provided under this Agreement.

Vehicle: The Mercedes-Benz passenger vehicle specified on page 1; which cannot be used at any time during the term of this Agreement for professional emergency, law enforcement, for-hire or commercial rental purposes.

Mercedes-Benz USA, LLC (MBUSA), We, Us, Our: The party obligated to provide the services under this Agreement. 303 Perimeter Center North, Suite 202, Atlanta,

GA 30346; available by telephone 24/7 at 1-800-FOR-MERCEDES (1-800-367-6372).

Selling Dealer: The Authorized Mercedes-Benz Dealer from which you purchased this Agreement.

Purchaser, you: The party indicated as the "Purchaser" on page 1.

LIMITS OF LIABILITY:

Initial

The performance of work for prescribed repair as stated under this Agreement is the only remedy available under this Agreement.

MBUSA WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS 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. Some states do not permit the exclusions or limitations of incidental or consequential damages, so these limitations may not apply to you. The purchase of this Agreement does not waive the implied warranty of merchantability for the Vehicle if, and only if, the Vehicle was purchased from the Selling Dealer no more than 90 days before the purchase of this Agreement. **THE MAXIMUM AMOUNT OF LIABILITY OF MBUSA FOR THE ENTIRETY OF THE TERM OF THIS AGREEMENT SHALL NOT EXCEED THE ACTUAL MARKET VALUE OF THE VEHICLE.**

COVERAGE:

Initial

During the Term of this Agreement, 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 Secondary Purchaser, to correct "defects" in material or workmanship in, and not "damage" to, covered vehicle parts and/or systems of the Vehicle. CERTAIN REPAIRS OR REPLACEMENT OF PARTS WILL ONLY BE AVAILABLE FOR CERTAIN MBUSA VEHICLES AS SPECIFIED ON PAGE 3 OF THIS AGREEMENT.

COVERAGE (CONT.):

Initial

THIS AGREEMENT COVERS ALL NECESSARY REPAIRS OR REPLACEMENT FOR ALL VEHICLES OF ONLY THE PARTS LISTED BELOW:

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, A/C compressor, accelerator pedal, air compressor, alternator, belt drive (incl. belt pulleys, bearing), charge air cooler, crank assembly, crankcase, engine brake, engine radiator, engine suspension, fan, fuel pump, lines, tubes, hoses, and clamps on major assembly, starter, steering pump, water hoses, water pump, glow plug.
2. **TRANSMISSION:** Transmission case, control modules, all internally lubricated parts including internally lubricated seals and gaskets, valve body, automatic transmission lines, torque converter, modulator control valve, control pressure cable, shift linkages, clutch (release bearing, pressure plate, masses flywheel), differential lock, drive suspension, housing, master and slave cylinder, modulator, oil cooler, power take-off (PTO), pumps, range group, retarder / telma brake (factory installed), shafts, gears, and bearings, shift mechanism / gearshift linkage / cable-controlled gearshift, speedometer drive, splitter group, synchronization.
3. **AXLES:** 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, axle mounting, differential, differential lock, axle (hydraulic driven) (incl. pump, hydraulic system, hoses, and control unit), axle (mechanically driven) (incl. heel hub and wheel bearing, without tie rod, driving rod, and stub axles), axle (not driven), steered/non-steered leading axle, trailing axle (not driven), wheel bearing, wheel hub, tie rod, driving rod, and drag link, housing, inter-axle differential, intermediate bearing, lines, tubes, hoses, and clamps on major assembly, planetary gear, propeller shafts, stabilizer bar, suspension, air bellows, shock absorbers, and lift equipment, through-drive.
4. **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, compressed air system, hydraulic, mechanical, and pneumatic brake system, steering gear/steering shaft, tank system.
5. **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,

auxiliary heater/stationary air conditioner, heating and air conditioning, wiper system without wiper blades.

6. **AUDIO SYSTEMS:** Head unit (Radio, AM/FM/Weatherband), Speakers, Audio amplification system, CD player and changer installed by factory or authorized Mercedes-Benz Dealer using approved components, electrical system and instruments, fleetboard, navigation system.

IN ADDITION TO THE COVERAGE PROVIDED TO ALL VEHICLES AS SET FORTH ABOVE, ONLY MBUSA SMART VEHICLES WILL ALSO BE PROVIDED THE FOLLOWING COVERAGE:

1. **ALL NECESSARY REPAIRS OR REPLACEMENTS FOR THE VEHICLE SHOCK ABSORBERS AND STRUTS.**

MBUSA will, during the Term of this Agreement, repair or replace any parts of the Vehicle listed above only due to any “defects” in material or workmanship, and not “damage”. You must properly maintain and care for the Vehicle, and any repairs covered under this Agreement must be performed by an Authorized Mercedes-Benz Dealership. Repairs and replacements of parts due to “damage”, which includes, but is not limited to, collision, misuse, and lack of or improper maintenance of the Vehicle, are not covered by this Agreement.

ANY REPAIRS OR REPLACEMENTS OF PARTS COVERED BY THIS AGREEMENT FOR ANY “DEFECTS” IN MATERIAL OR WORKMANSHIP WILL BE MADE AS DETERMINED BY MBUSA, USING NEW OR REMANUFACTURED GENUINE MERCEDES-BENZ PARTS AT MBUSA’S SOLE DISCRETION. In the case of defective assemblies covered by this Agreement, factory rebuilt units may be used as replacements instead of their repair. Any defective parts or assemblies replaced under this Agreement shall become the property of MBUSA.

In no event shall any repairs or replacements made under this Agreement constitute any extension, amendment or modification of the term of the New Vehicle Limited Warranty, the Term of this Agreement or any part thereof.

MERCEDES-BENZ ROADSIDE ASSISTANCE: During the Term of this Agreement, you are eligible to receive Mercedes-Benz Roadside Assistance services. These services include, in the event of a mechanical breakdown due to a “defect” in a covered part during the Term of this Agreement, reasonable and competitive towing charges to have the Vehicle towed to the nearest authorized Mercedes-Benz Passenger Vehicle Dealer at no charge. Please telephone MBUSA at 1-800-FORMERCEDES (1-800-367-6372) for full details, terms and conditions of the Mercedes-Benz Roadside Assistance services. This Roadside Assistance will be available to you 24/7.

EXCLUSIONS:

Initial

DAMAGE DUE TO LACK OF MAINTENANCE: Lack of proper maintenance of the Vehicle 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 to a covered part 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 the Vehicle requires 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 to a covered part 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 this Agreement or your "Service" booklet for the Vehicle. This Agreement 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 Term of this Agreement. Failure to provide maintenance logs may result in the denial of claims. This Agreement does not provide coverage for any part or system damaged as a result of improper maintenance or lack of maintenance. 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 Operator's Manual for the Vehicle) by MBUSA are not covered.

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

DAMAGE CAUSED BY OUTSIDE INFLUENCES AND THE ENVIRONMENT: Damage from accidents or acts of nature or other events beyond the control of MBUSA is not covered by this Agreement (e.g., fire, flood, earthquake). Resultant damage from factors such as, but not limited to, fuel or fluid contamination, corrosion, mold and algae, is not covered by this Agreement. 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 coverage under this Agreement shall apply to the Vehicle if its 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 MBUSA-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 and map data content are not covered by this Agreement.

EXCLUSIONS (CONT.):

Initial

EXTRA EXPENSES: This Agreement does not cover payment for loss of use of the vehicle during warranty repairs nor lodging bills, substitute transportation rentals (unless otherwise required by applicable state law), or other travel costs, telephone calls, loss of pay, or other economic loss or consequential or secondary damages.

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

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 services is not covered by this Agreement.

TAXES: Any and all taxes required on services under this Agreement, except where prescribed by law are not covered by this Agreement.

FAILURE TO FOLLOW THE TERMS OF THIS AGREEMENT: This Agreement does not cover any damages resulting from the failure to obtain services under this Agreement by following the procedures described under the "How to Obtain Service" section below.

ELECTRIC-DRIVE VEHICLES: Maintenance, service and replacements of/to the Vehicle's lithium ion battery or electric powertrain, or any components thereof, are not covered by this Agreement.

HOW TO OBTAIN SERVICE:

Initial

1. Contact your Selling Dealer, or any Authorized Mercedes-Benz Dealer
 - a) Schedule a maintenance appointment for the appropriate maintenance service.
 - b) Bring the Vehicle along with the "Service" booklet and this Agreement to your Selling Dealer, or any Authorized Mercedes-Benz Dealer.
 - c) Sign the repair order upon completion of all repairs and replacements.
 - d) Pay for any non-covered services and/or parts and taxes, if applicable.
2. If you require assistance in locating an Authorized Mercedes-Benz Dealer, please call the Mercedes-Benz Customer Assistance Center, available by telephone 24/7, toll-free at 1-800-FOR-MERCEDES (1-800-367-6372).

CANCELLATION:

Initial

You may cancel this Agreement at any time prior to the expiration of the New Vehicle Limited Warranty by submitting to the Selling Dealer or any Authorized Mercedes-Benz Dealer proof of ownership for the Vehicle and a completed written Cancellation Form which is available from the Selling Dealer or any Authorized Mercedes-Benz Dealer. You must request a cancellation of this Agreement, and no coverage will be available under this Agreement, if your Vehicle has been determined to be a salvage, scrap or dismantled vehicle as defined by California law.

MBUSA reserves the right to cancel this Agreement at any time for non-payment, your fraud or material misrepresentation, or any tampering, alteration or disabling of the Vehicle's odometer on or after the date you purchased this Agreement by mailing a written notice to your last known address stating the grounds for cancellation. This Agreement will terminate five (5) days after the postmarked date of the cancellation notice.

In those limited cases where you purchase this Agreement less than 30 days before the Effective Date, you may cancel this Agreement by submitting to the Selling Dealer or any Authorized Mercedes-Benz Dealer proof of ownership for the Vehicle and a completed written Cancellation Form which is available from the Selling Dealer or any Authorized Mercedes-Benz Dealer within 30 days of the purchase date of this Agreement.

If this Agreement is cancelled no less than 30 days prior to the beginning of the Term of this Agreement, as indicated on page 1, the Selling Dealer will issue you within 30 days of cancellation a full refund equal to the Total Purchase Price.

In those limited cases where this Agreement is purchased prior to the expiration of the New Vehicle Limited Warranty and less than 30 days before the Effective Date, and if you have received no service under this Agreement on the date that the Agreement is cancelled, the Selling Dealer will issue you within 30 days of cancellation a full refund equal to the Total Purchase Price.

In all other cases where this Agreement is cancelled, except as described above, the Selling Dealer will issue you within 30 days of cancellation a refund of the unused portion of this Agreement, which shall be determined by:

- First calculating the remaining coverage under this Agreement (the "Remaining Coverage"), which shall be equal to the lesser of: (a) the number of months left during the Term of the Agreement as of the cancellation date divided by the total number of months of the Term; or (b) the number of miles left under the Agreement as of the cancellation date divided by the maximum number of miles set forth by the Agreement Type/Term; and

CANCELLATION (CONT.):

Initial

- Next, multiplying the Total Purchase Price by the Remaining Coverage, which shall be the amount of the refund which the Selling Dealer shall pay to you.
- A 10% penalty will be added if your refund is not paid by the Selling Dealer within 30 days of cancellation, with an additional penalty of 10% for each additional 30 day period thereafter during which the refund remains unpaid.

THE CANCELLATION TERMS DESCRIBED ABOVE ARE NOT AVAILABLE TO YOU IN ANY WAY IF YOU NO LONGER OWN THE VEHICLE. If you have not paid for this Agreement in full and a lien is outstanding against the 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 Purchaser's cancellation rights under this Agreement shall transfer to the Lienholder or Lessor and the Selling Dealer, and at Lienholder's or Lessor's request, this Agreement shall be cancelled upon receipt of evidence of repossession or total loss and Lienholder or Lessor shall be named as the sole payee of any resulting refund unless MBUSA is instructed otherwise in writing by the Lienholder or Lessor.

TRANSFER:

Initial

If you transfer or sell the Vehicle to a Secondary Purchaser, the remaining benefits this Agreement will be transferred to the Secondary Purchaser if, and only if, the Secondary Purchaser presents the Selling Dealer, or any Authorized Mercedes-Benz Dealer with proof of ownership for the Vehicle, a copy of this Agreement and the completed Transfer Form available from any Authorized Mercedes-Benz Dealer. THIS AGREEMENT MAY NOT BE TRANSFERRED TO ANOTHER VEHICLE. This Agreement cannot be transferred if the title transfer of the Vehicle passes through any entity or individual other than a Secondary Purchaser, or if the Vehicle is sold or traded to a dealership, leasing agency or entity/individual in the business of selling motor vehicles. MBUSA will not be responsible or liable if the Purchaser, or the previous Secondary Purchaser of the Vehicle, has cancelled this Agreement without the knowledge of the Vehicle's new owner.

IF ANY PROMISE MADE IN THIS AGREEMENT HAS BEEN DENIED OR HAS NOT BEEN PROVIDED WITHIN 60 DAYS AFTER YOUR REQUEST, YOU MAY CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT 1-800-927-4357.

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 (1-800-367-6732).
