

GENERAL PROVISIONS

Agreement Territory, Term and Mileage Expiration - This Extended Limited Warranty (the "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 and becomes effective upon the expiration of the New Vehicle Limited Warranty in time or mileage, 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 can only be purchased by the original owner during the new vehicle warranty period and up to 50,000 miles from delivery date or by the first purchaser of an authorized dealer demonstrator vehicle.

MERCEDES-BENZ EXTENDED LIMITED WARRANTY AGREEMENT

EXCLUSIONS:

The following are not covered by any Mercedes-Benz Extended Limited Warranty Agreement:

1. **ALL ITEMS NOT SPECIFICALLY IDENTIFIED AS COVERED BY THE MERCEDES-BENZ EXTENDED LIMITED WARRANTY AGREEMENT INCLUDING, BUT NOT LIMITED TO:**
The Soft top which includes fabric top, headliner, glass/plastic window; any vehicle paint or trim items, batteries, cellular telephones, service infrastructure such as, but not limited to, cellular telephone networks, GPS satellites availability, Internet and map data content.
2. **TELEPHONE:** handset.
3. **DAMAGE CAUSED BY OUTSIDE INFLUENCES:** Resultant damage from factors such as fuel or fluid contamination, improper fuel usage, improper adjustments, corrosion and algae.
4. **DAMAGE DUE TO ACCIDENTS, FRAUD, INTENTIONAL NEGLIGENCE, MISUSE, IMPROPER ADJUSTMENTS, MODIFICATION, ALTERATIONS, DISCONNECTION, TAMPERING AND NEGLIGENCE:** 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 driving over curbs, competitive driving, racing, plowing snow, overloading, towing a trailer whose weight exceeds the manufacturer's recommendations for your vehicle, using vehicle for commercial purposes, hire to public, transport of people for hire, improper operation, municipal or professional emergency, police services, operating without regard to vehicle warning lights, storage or transport. (Proper use is described in the Owner's Manual.)
5. **DAMAGE DUE TO LACK OF MAINTENANCE:** Lack of proper maintenance as described in the Service Booklet.
6. **NORMAL MAINTENANCE:** Cleaning and polishing, lubrication and filter changes, and replacement of worn brake pads and discs, are some of the normal maintenance services vehicles require. Refer to Service Booklet for details.
7. **DAMAGE DUE TO ALTERATIONS:** Alterations by changing or adding to the vehicle which adversely affect its performance, reliability and longevity.
8. **DAMAGE CAUSED BY OTHER THAN ORIGINAL EQUIPMENT PARTS:** Any malfunctions caused by the use of other than Mercedes-Benz original equipment or MBUSA approved spare parts or accessories.
9. **ALTERED ODOMETER:** Any vehicle on which the odometer has been altered and the actual mileage can not be determined.
10. **CONSEQUENTIAL DAMAGES:** This Extended Limited Warranty Agreement 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 the Mercedes-Benz Extended Limited Warranty Agreement.
11. **REPAIRS AT NON-AUTHORIZED DEALERS:** Otherwise covered repairs when the prescribed repair is not performed by an authorized Dealer.

12. **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.
13. **TAXES:** Any and all taxes required on Mercedes-Benz Extended Limited Warranty Agreement, except where prescribed by law.
14. **PARTS & ACCESSORIES:** Those parts and accessories not listed in the Mercedes-Benz Extended Limited Warranty Agreement.

LIMITS OF LIABILITY:

The performance of work for prescribed repair as stated under ITEM 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 WARRANTY 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.

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, other than those benefits under the cancellation provision below, 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 dealership with proof of ownership for the vehicle, a copy of the ELW Agreement and the completed Transfer Form contained in the ELW coverage booklet. Keep all records of maintenance for your vehicle in your Extended Limited Warranty Agreement booklet 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 the 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. **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 owner has cancelled the Extended Limited Warranty without the knowledge of the new owner.