



# Used Truck ATS Limited Warranty Fact Sheet

Used Truck After-Treatment System Limited Warranty is for eligible Freightliner or Western Star trucks sold by a Freightliner or Western Star Dealer. Warranty is transferrable.

**The Used Truck After-Treatment System Limited Warranty** specified program is available for the following coverage when purchased in addition to Used Truck Limited Warranty and Used Truck Extra Limited Warranty (based on model year and mileage requirement). Note: The Used Truck Limited Warranty and Used Truck Extra Limited Warranty must be equal to or exceed the following coverages:

- **12 months/100,000 miles/161,000 kilometers** (whichever comes first)
- **24 months/200,000 miles/322,000 kilometers** (whichever comes first)

The Used Truck Limited After-Treatment System Warranty program provides coverage on the following components:

- |                                 |                               |  |
|---------------------------------|-------------------------------|--|
| • Temperature Sensors           | • Diesel Oxidation Catalyst * | • Progressive Damage (from covered components) |
| • Pressure Sensors              | • Diesel Particulate Filter*  | • DEF Pump                                     |
| • NOX Sensors                   | • Header Assembly             | • Metering Unit                                |
| • Doser Injector                | • SCR Catalyst                | • DEF Pressure Limiting Valve (PLV)            |
| • Diesel Exhaust Fluid Injector |                               |  |

\*The Diesel Oxidation Catalyst (DOC) and the Diesel Particulate Filter (DPF) are covered as progressive damage from a warrantable failure

**Exclusions:** Original Equipment Manufacturer (OEM) service items, adjustments, seals, o-rings, gaskets, failures due to abuse or lack of scheduled maintenance as outlined in the applicable Maintenance Manual or OEM Manual, worn components, failures due to wear-out. Progressive damage from non-warrantable failure, tightening of fasteners, fittings, hose clamps, and electrical connectors, which are considered to be normal maintenance.

Premium charges and work not directly related to the repair or replacement of a warrantable part will not be covered under warranty. Some examples include:

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|------------------------------------|--|--|
| • State/provincial and local taxes | • Driver expenses  | • Communication charges  |
| • Travel expenses                  | • Cost of rental equipment   | • Repair or replacement of optional items not sold or installed by OEM |
| • Road service/calls; towing       | • Loss of perishable cargo   |  |
| • Loss of revenue                  | • General housekeeping supplies (i.e., rags, solvent, sweeper compounds, etc.) |  |
| • Customer and overtime labor      |  |  |
| • Downtime                         |  |  |

**IMPORTANT: SEE REVERSE SIDE FOR ADDITIONAL WARRANTY TERMS AND CONDITIONS**

## LIMITED WARRANTY AND DISCLAIMER

Please refer to the limited warranty terms and conditions set forth on the front side of this Limited Warranty fact sheet, which terms and conditions are incorporated herein.

Purchaser must notify Daimler Trucks North America LLC ("Company") within the applicable warranty period, of any failure of the vehicle to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the vehicle to an authorized repair location for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable warranty period.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WRITTEN DESCRIPTION ON THIS DOCUMENT.**

Company's sole obligation under this warranty shall be to repair or replace, in Company's sole discretion, any failed component or part. Such repair or replacement shall be without cost to purchaser when performed within the applicable warranty period (time, distance or hour limit, whichever occurs first).

This limited warranty shall be void, and Company shall not be obligated to repair or replace any component or part, where the necessity of such replacement or repair, in Company's Opinion, is due in whole or in part to loads in excess of stated factor-rated capacities, use in off-highway applications, improper maintenance or service modification or alteration, accident, or other misuse or abuse of the vehicle.

This vehicle must be maintained and serviced according to the prescribed schedules outlined in the Original Equipment Manufacturer manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that any provision of this Warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected.

### **PURCHASER'S EXCLUSIVE REMEDY**

**THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS THE QUALITY OF FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIES PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.**

### **LIMITATION ON LIABILITY**

**COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OF REPAIR OR THE REPLACEMENT WITH NEW, REMANUFACTURED, USED OR LIKE COMPONENTS. IN COMPANY'S SOLE DISCRETION, THE REPAIR OR FAILED COMPONENT OR PART IN NO EVENT SHALL EXCEED THE COST PAID FOR THE VEHICLE AT THE TIME OF PURCHASE ALSO TO INCLUDE THE REMAINING PRORATED WARRANTY COST. IF THE COST OF REPAIR EXCEEDS THE VEHICLE AND PRORATED WARRANTY COSTS, THE COMPANY'S OBLIGATION UNDER THIS WARRANTY SHALL BE TO OFFER SUBSTITUTION OF COLLATERAL OR CASH PAYMENT IN LIEU OF REPAIR.**

**IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF VEHICLE USE.**