



# SELECTRUCKS USED TRUCK WARRANTY

A division of Daimler Trucks

Purchaser: .....	Make: .....
Address: .....	Model: .....
.....	VIN: .....
.....	Engine No.: .....
Stock No.: .....	Body Type: .....
Delivery Date: .....	Odometer Reading: .....

Mercedes-Benz Australia/Pacific Pty Ltd trading as SelecTrucks. ACN 004 411 410, "SelecTrucks" gives to the Purchaser in relation the vehicle specified above, the benefit of the following warranty in Australia.

### 1. PERIOD OF WARRANTY:

Three months/50,000 km from date of delivery, whichever occurs first.

### 2. THE SCOPE OF THIS WARRANTY.

Subject to the terms, conditions and exclusions set out in this warranty, SelecTrucks warrants to the Purchaser that the items listed under the heading "Type of Coverage" in the table below ("**Warranted Items**") will be free from defects in materials and workmanship for the warranty period specified in paragraph 1, unless the defect was specifically brought to the Purchaser's attention prior to or at delivery or the Purchaser examined the vehicle prior to or at delivery and should reasonably have been aware of the defect.

SelecTrucks undertakes to repair (or, at its discretion, to replace) free of charge, the defective part concerned upon the vehicle being presented to SelecTrucks within the warranty period as soon as practicable after the defect arises and in any event within 3 days (to prevent further damage).

All rescue and/or towing expenses shall be the responsibility of the Purchaser unless SelecTrucks otherwise agrees in writing.

### 3. CONDITIONS and EXCLUSIONS:

This warranty is issued subject to the vehicle's application being notified by the Purchaser to SelecTrucks and SelecTrucks in its sole discretion may amend or cancel the warranty offered based on the vehicle's application. If the Purchaser does not inform SelecTrucks of any change in operation or application, this may partially or entirely void the vehicle's warranty. This warranty is also given on the condition that the Purchaser services the vehicle in accordance with the manufacturer's recommended procedure and intervals of time and distance. The Purchaser shall be responsible for all such costs associated with servicing and maintenance of the vehicle.

This warranty does not apply to goods which have been repaired, modified or reprogrammed other than by a dealer authorised by SelecTrucks to the extent that such repair, modification or reprogramming causes damage, fault or defect. This warranty will not cover damage or repairs required if the Purchaser continues to operate the vehicle after the defect arises. This warranty will not apply if the vehicle becomes unroadworthy, unregistered or if the odometer reading cannot be determined as accurate as a result of it being inoperative, tampered with, altered, disconnected or removed from the vehicle.

This warranty does not cover damage, faults or defects arising out of:

- the engine and engine components if the engine is subject to a separate warranty provided by the engine manufacturer;
- use of the vehicle beyond its engineered and stated capability in regards to use and load capacity;
- neglect, misuse, intentional damage, improper operation, improper maintenance, storage, transportation, accident or use of the vehicle for a purpose for which it was not designed;
- modifications in engine output or vehicle specifications without SelecTrucks' approval;
- goods not manufactured by SelecTrucks or a related body corporate (including but not limited to the goods and services of body builders and suppliers). Damage, faults or defects in, or damage consequential to the use of such goods, are the responsibility of the third party or supplier. SelecTrucks will supply the name and address of any such manufacturer or supplier and it is the Purchaser's responsibility to make claims under such warranties;
- use of non-genuine or non-approved parts or parts on which the identification marks have been altered, defaced or are otherwise unidentifiable; or
- use of non-approved lubricants and strong detergents as cleaners.

This warranty does not cover tyres, consumables, maintenance, servicing, normal wear and tear, the alignment of front and rear axles, wheel balancing, tyre rotation, batteries, radio/cassette/CD/DVD players and accessories. This warranty does not cover inspection and diagnosis which disclose no faults with the vehicle nor any squeaks, rattles, air leaks, loose fittings, bolts, screws, nuts, electrical connections and adjustments required that develop after, or are not reported and repaired by an authorised SelecTrucks dealer at the time of the failure.

SelecTrucks' liability in all circumstances will, whenever permitted by law, be limited to the repair and/or replacement of any defective part or parts or the payment of the cost of such repair and/or replacement as SelecTrucks in its sole discretion determines to be appropriate. This warranty does not cover any contingent, indirect, special or consequential loss resulting from defects (including without limitation personal injury, other property, trailers, penalty rates, downtime and freight/load loss). The total liability of the SelecTrucks under this warranty is limited in aggregate to the purchase price of the vehicle (excluding the value of third party goods and services).

We strongly recommend that you engage an authorised SelecTrucks dealer to carry out repairs and servicing by authorised dealers to ensure that the necessary equipment and degree of care, skill and knowledge is employed during maintenance and repairs.

#### **4. NON EXCLUDABLE RIGHTS:**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits of this warranty are in addition to any other rights and remedies you have under a law in relation to the vehicle.

#### **4. CLAIMS PROCEDURE:**

All claims against this warranty must be made by presenting the vehicle and this warranty certificate to SelecTrucks within the applicable warranty period and within three days of any fault becoming known to the Purchaser.

This warranty is issued by:

MERCEDES-BENZ AUSTRALIA / PACIFIC PTY LTD ACN 004 411 410 trading as SelecTrucks, 32-38 Hume Highway, Somerton, VICTORIA, 3062. Telephone: (03) 9305 0155.

#### **6. PERSONAL WARRANTY:**

This warranty is personal to the Purchaser of the vehicle from SelecTrucks and is not transferable and must be presented at the time a warranty claim is made.

**TYPE OF COVERAGE**

**ENGINE ASSEMBLY**

**Coverage:** of the following items of the engine assembly for the period specified in paragraph 1: cylinder block, cylinder heads, cylinder liners, pistons and rings, valves and mechanism, timing mechanism, crankshaft and bearings, con rods and bearings, oil pumps and pick up pipe, oil cooler, oil filter housing, internal pipes internal gaskets, internal seals, exhaust/intake manifold, intercooler, bypass valve, fan and fan clutch, coolant pump, radiator, thermostat and housing, turbocharger, air compressor.

**CLUTCH ASSEMBLY**

**Coverage** of the following items of the clutch assembly for the period specified in paragraph 1: pressure plate, intermediate plate, thrust bearing, flywheel and housing, ring gear.

**TRANSMISSION ASSEMBLY**

**Coverage:** of the following items of the transmission assembly for the period specified in paragraph 1: clutch housing, transmission casing, shafts and gears, bearings, synchro cones, hubs, sleeves, internal pipes, internal seals, splitter unit, range unit, internal gear selector, oil cooler, transfer gearbox.

**REAR AXLE ASSEMBLY**

**Coverage:** of the following items of the rear axle assembly for the period specified in paragraph 1: propeller shafts, axle casing/s, differential casing, intermediate bearing, crown wheel and pinion, differential bearings, differential gears, differential lock and internal controls, axle shafts, hubs, hub reduction gears, wheel bearings, internal gaskets, internal seals.

**IMPORTANT!** The Purchaser whose signature appears below certifies that the vehicle specified above was delivered in a satisfactory condition and that a full explanation has been given on this warranty, correct vehicle operation and maintenance requirements.

Signature of Purchaser: ..... Date: .....  
(or Purchaser's authorised representative)

Name: .....

Title: .....

Signature of Salesperson: ..... Date: .....

Name: .....

Signature of Sales Manager: ..... Date: .....

Name: .....

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