



Mercedes-Benz Passenger Vehicle Warranty.

Mercedes-Benz
The best or nothing.



Congratulations on the purchase of your new Mercedes-Benz.

Since Mercedes-Benz began making vehicles over 130 years ago, the Three-Pointed Star has been a symbol of dependability. Mercedes-Benz owners enjoy standards of reliability, safety and performance that are the envy of the motoring world. From the moment you drive away in a new Mercedes-Benz, you are covered by our standard three year new vehicle Warranty, backed by a nationwide network of Mercedes-Benz Service Centres dedicated to maintaining the highest standards in the automotive industry.

We at Mercedes-Benz New Zealand are sure that you are going to experience the upmost in driving excellence, with one of our prestigious models.

In an effort to enhance your overall experience with your vehicle, and our company, we have prepared this warranty booklet as a guide for you. Please take the time to acquaint yourself with the contents of the booklet and any queries you may have can be discussed with your sales facilitator.

The booklet should be kept in the vehicle's glovebox so it can be referred to at any time.

The way we handle your personal information

We collect personal information from you for the purpose of providing you with vehicle sales, services, warranty, insurance, financial products and services, and for processing and assessing any claims in relation to these products or services.

We may disclose the personal information we hold about you to retailers, vehicle manufacturers, insurers, warranty administrators, credit providers or as required by law. In the event of a claim, we may disclose information and/or collect additional information about you from investigators/legal advisors. If you wish to update or access the information that we hold about you, please contact us. All personal information collected by us will be held by us at Mercedes-Benz New Zealand Ltd. For further information and a retailer list, visit www.mercedes-benz.co.nz

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1. Definitions.

Words appearing in this Warranty booklet will have the following meaning unless the context otherwise requires:

Authorised Mercedes-Benz Retailer	means a Retailer authorised by MBNZ to repair your Vehicle.
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Covered Component	means a component of your Vehicle that is covered by the Manufacturer's Vehicle Warranty but excludes those components described under the 'Exclusions (What is not Covered)' section of this Warranty.
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DAG	means Daimler AG (the parent company of Mercedes-Benz New Zealand)
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Delivery Date	Refers to the date of delivery to the customer. (See section 3 warranty period)
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Manufacturer's Vehicle Warranty	means the basic Manufacturer's Warranty provided by us covering the mechanical components of your new Vehicle.
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MBNZ, we, us, our	means Mercedes-Benz New Zealand Limited
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Mechanical Failure	means the mechanical failure of a Covered Component, excluding failure due to normal wear and tear.
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Normal Wear	means the gradual reduction in operating performance of a Covered Component, having regard to the age of your Vehicle and the total distance your Vehicle has travelled (this excludes corrosion and rust)
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Term in Kilometres	means the distance in kilometres for which this Warranty applies.
Term in Months	means the time period for which this Warranty applies
Vehicle	means your new Vehicle.
Authorised Retailer Warranty Administrator	means any person authorised to administer this Warranty.
Warranty	means your new Vehicle Mercedes-Benz Warranty offered with purchase of your new Vehicle including the terms and conditions set out in this document.
Warranty Booklet	means this Warranty Booklet that sets out the terms of your Warranty
Warranty Period	means the warranty coverage period for which this Warranty applies. (See section 3 warranty period).
You, your	means the person(s)/company named as the registered owner according to the New Zealand Transport Agency.

2. Our Agreement with you.

- 2.1 **Your Contract.** This Warranty is a contract between you (the owner or any subsequent owner) and MBNZ.
- 2.2 **Warranty.** We agree to repair your vehicle if it suffers a mechanical failure due to a defect in material or workmanship during the Warranty Period, subject to the terms and conditions of this Warranty Booklet.
- 2.3 **Genuine spare parts.** When performing claim repairs, genuine parts or complete units will be used exclusively.

3. Warranty Period.

- 3.1 **This Warranty will commence on:**
1. the date the Vehicle was first registered or (if not registered) the date the vehicle is sold/delivered to the customer.
 2. if the vehicle is not registered or sold, once the Vehicle has travelled in excess of 300Kms.
- 3.2 Your Vehicle (excluding W461, refer point 3.3) has a warranty period of 36 months (3 years) from the warranty start date with an unlimited term in kilometres, and is subject to exclusions as indicated in page 6, and will terminate on the elapsed 36 month period at 12.00 hours.
- 3.3 W461 G-Professional vehicles have a warranty period of 36 months from the warranty start date with a limit of 200,000kms.
- 3.4 Your Vehicle is covered by a 60 month (5 year) corrosion warranty subject to exclusions as indicated in section 5 and servicing as per section 6.
- 3.5 **Warranty on Replacement Parts:** The Warranty period for any replacement parts installed free of charge shall be the greater of, the remainder of the Warranty period applicable to the original part or the warranty period for replacement parts (minimum of two years). In all cases, the failed part becomes the property of MBNZ.
- 3.6 **No Extension of Warranty:** The completion by MBNZ of a repair to a Vehicle due to Mechanical Failure during the Warranty Period does not extend the Warranty period of the Vehicle.

4. Additional Benefits.

If your Vehicle suffers a Mechanical Failure during the Warranty Period, we will provide the following additional benefit:

Mercedes-Benz Roadside Assistance

Mercedes-Benz Roadside Assistance applies during the Warranty Period and is offered to provide you with comprehensive assistance in case of breakdown anywhere in New Zealand, 365 days a year.

5. Exclusions. (What is not covered)

5.1 This Warranty does not cover:

- 5.1.1 any Mechanical Failure attributable to your failure to comply with the Vehicle servicing requirements detailed in the Vehicle Servicing section of this Warranty Booklet;
- 5.1.2 any repairs required as a result of continued operation of the Vehicle once a defect or fault has occurred (including loss of lubricants and coolant). Any failure after being informed by an authorised Mercedes-Benz Retailer that a repair is required and the vehicle owner chooses to continue driving;
- 5.1.3 damage attributable to impact, theft and subsequent damage caused by a break-in, road traffic accident or any external forces.
- 5.1.4 any consequential loss, damage or liability incurred as a result of a Mechanical Failure (including personal liability);
- 5.1.5 any unauthorised claims or repairs.
- 5.1.6 any claim where the damage to a Covered Component was caused by a non-covered component;
- 5.1.7 any claim where the Mechanical Failure has been caused by abuse/misuse of your Vehicle;
- 5.1.8 any claim attributable to the vehicle being used for a purpose for which it was not designed or failure to follow your Vehicle manufacturer's operating guidelines and limitations;
- 5.1.9 any Mechanical Failure that can be attributed to your Vehicle being used with an alternative or incorrect fuel source.

- 5.1.10 any claims where the repair has not been performed or authorised by an Authorised Mercedes-Benz Retailer;
- 5.1.11 any claim attributable to non-factory paintwork or any additional (i.e. locally fitted) components;
- 5.1.12 the Warranty is limited to mean “free from defects corresponding to the present state of technology attained by this model”.

This means, among others, that avoidable production tolerances for series production, as well as design-orientated characteristics, which are in no way detrimental to the operation of the Vehicle, are not included in the Warranty;

- 5.1.13 Damage due to negligent or improper handling, operation, storage or transport.
- 5.1.14 Non-original replacement parts and/or use of replacement parts, accessories and supplies not approved by MBNZ.
- 5.1.15 Any item that has been reprogrammed, modified or upgraded from the manufacture’s original specifications and any item damaged as a consequence of these actions.
- 5.1.16 The use of cleaning materials and protective spray waxes not recommended by DAG/MBNZ, including improper Vehicle care and cleaning methods.
- 5.1.17 The use of service products not recommended by DAG/MBNZ. Vehicle components and service products must be compatible; therefore, only approved products may be used.
- 5.1.18 Any form of defect caused during repairs or maintenance by unauthorised Personnel.
- 5.1.19 any item that fails or requires periodic replacement/ maintenance/adjustment, due to normal wear and tear is not covered by this warranty.

Examples of Normal maintenance:

- cleaning of the fuel system including possible consequential damage eg. contaminated injection nozzles
- brake maintenance and repairs
- clutch adjustments
- V-belt adjustments
- balancing and rotating of wheels
- tightening of screws, bolts and nuts
- running gear alignment
- lubrication and oil changes
- valve adjustment
- sunroof adjustment and cleaning of side rails
- door alignment
- cleaning and adjustment of washer nozzles
- functional checks including road tests
- checking of fluid levels
- battery care
- headlamp adjustment

Examples of normal operational wear:

- air, oil and fuel filters
- spark plugs
- glow plugs
- bulbs except headlights and LED type lights which are covered by the normal warranty
- brake pads and linings
- clutch linings
- V-belts
- flywheels
- springs
- windscreen wiper blades
- cooling and heating water hoses
- tyres
- door adjustments/rattles and squeaks

5.1.20 There is no obligation or liability under this Warranty for MBNZ and/or DAG to bear any costs for damages and situations which could arise from the following:

- damage or injuries to persons or property
- towing costs
- transportation and travel expenses
- hotel expenses
- loss of income
- telephone
- freight costs
- rental of hire vehicles

5.1.21 Damages caused by natural and/or environmental influences, for example:

- broken underseal or corrosion maintenance
- climatic conditions (influence of seawater, floods, hail)
- bird droppings
- bitumen, loose chipping etc.
- vegetable and animal substances
- industrial pollution
- improper vehicle care and maintenance
- damage to any or all control units by bake ovens during body repair operations

5.1.22 There is no obligation or liability imposed or implied on MBNZ or DAG as a result of:

any verbal declaration or representation made by our agents or employees unless or until MBNZ or DAG have approved such declaration or representation in writing.

5.2 This Warranty will cease to operate and no claims will be accepted when your Vehicle:

- 5.2.1 is being or has been used or tested in preparation for any form of motor sport;
- 5.2.2 is being used outside New Zealand;
- 5.2.3 is being used for a purpose for which it was not designed;
- 5.2.4 has not been serviced in accordance with the service requirements detailed under "Vehicle Servicing" on page 12 of this Warranty Booklet;
- 5.2.5 has an odometer reading that cannot be determined as accurate by virtue of it having been inoperative, tampered with or removed from your Vehicle;
- 5.2.6 is written off.

6. Vehicle Servicing.

- 6.1 It is a condition of this Warranty that you have your Vehicle correctly serviced in accordance with the Vehicle manufacturer's recommendations.
- 6.2 Where possible, all servicing should be performed by an Authorised Mercedes-Benz Retailer. These Authorised Mercedes-Benz Retailer workshops are well equipped with qualified personnel, ensuring quality service for the Vehicle.
- 6.3 Once completed by an Authorised Mercedes-Benz Retailer your vehicle service will be electronically recorded.

Servicing by a non authorised agent can also be recorded upon presentation of the appropriate documentation to an Authorised Mercedes-Benz Retailer.

- 6.4 If you do not comply with these servicing requirements we may refuse a claim.

7. Transferability.

- 7.1 Only the vehicle owner or their agent is entitled to make a claim or receive a benefit from this Warranty.
- 7.2 The remaining Warranty cover will be transferred with your Vehicle, if your Mercedes-Benz is sold to a private or business buyer and remains in New Zealand.

8. Repair Procedure.

Before undertaking any repair to the Vehicle you must either:

- 8.1 return the Vehicle to an authorised Mercedes-Benz Retailer.
- 8.2 if your Vehicle requires emergency repair when you are travelling away from home and you are unable to deliver your Vehicle to an Authorised Mercedes-Benz Retailer you will need to arrange for delivery of the Vehicle to the nearest authorised repairer, through contacting Mercedes-Benz Roadside Assistance on 0800 622 277.
- 8.3 Claim Repairs in Non-Authorised Workshops.


There are specific conditions which MBNZ must adhere to under 'non-authorised workshop repairs'.

For "Out of Town" breakdowns, contact must first be made to Mercedes-Benz Roadside Assistance on 0800 622 277 to receive authorisation for repairs to be carried out on the Vehicle by a non-Authorised Mercedes-Benz Retailer.

9. Our Service Commitment.

In the unlikely event that you are not satisfied with your Mercedes-Benz Vehicle, the service you receive or the way we handle your personal information, please write to the Dealer Principal of the Authorised Mercedes-Benz Retailer. The Dealer Principal will act on your concerns and respond to you within 20 working days of receiving your correspondence.

Mercedes-Benz New Zealand Limited

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