

Extended Modification Warranty MY 2009-2016 OM642 and OM651 BlueTEC II Diesel Vehicles

Mercedes-Benz Canada Inc., whose address is 2680 Matheson Blvd. East, Suite 400, Mississauga, Ontario, will provide an Extended Modification Warranty for each Eligible Vehicle that has received the Field Measure. The Extended Modification Warranty shall be associated with the Eligible Vehicle, and remains available to all subsequent owners and lessees subject to other limitations set forth in the vehicles' warranties. The Extended Modification Warranty period shall be the greater of: (i) 10 years from the date of initial sale or 193,000 kilometers on the odometer, whichever occurs first; or (ii) 4 years or 77,250 kilometers from the date of installation of the Field Measure, whichever occurs first.

Neither the Extended Modification Warranty, nor installation of the Field Measure or any approved changes made thereto, shall supersede or void any existing warranty applicable to the Eligible Vehicle. To the extent there is a conflict in any provision(s) of the Extended Modification Warranty and any other warranty on any Eligible Vehicles, that conflict shall be resolved to the benefit of the consumer.

The Extended Modification Warranty shall not modify, limit, or affect any provincial, territorial, local or federal legal rights available to the owners. The Extended Modification Warranty shall be subject to any remedies provided by provincial, territorial or federal laws.

In no event shall warranty coverage under the Extended Modification Warranty be subject to service writers' discretion.

The Extended Modification Warranty becomes effective at the time the Field Measure is installed in the Eligible Vehicle. The Extended Modification Warranty is not retroactive and does not provide reimbursement for repairs performed prior to installation of the Field Measure.

The Extended Modification Warranty coverage will be excluded or denied if:

- (a) an Eligible Vehicle has been altered with the use of any after-market emissions-related components, parts, and/or software, and such alteration(s) are likely to substantially affect the operation of the vehicle with the Field Measure, until the owner of such vehicle, at his or her expense, has reversed the alteration(s) such that the Field Measure will not be substantially affected;
- (b) an Eligible Vehicle has been altered with the removal of any original emissions-related components, parts, and/or software, and such alteration(s) are likely to substantially affect the operation of the vehicle with the Field Measure, until the owner of such vehicle, at his or her expense, has reversed the alteration(s) such that the Field Measure will not be substantially affected;

Additionally, the Extended Modification Warranty does not cover any of the following:

- (a) Any damage or malfunctions caused by the installation of non OEM parts, including damage or malfunction to parts needed for proper diagnosis of a covered part;
- (b) Damage or malfunctions caused by or related to outside influence, such as damage due to an accident, or vehicle misuse or neglect;
- (c) Vehicles that have received the Field Measure and are subsequently exported outside of Canada or the United States;
- (d) Vehicles on which the odometer has been altered and/or the actual mileage cannot be determined.
- (e) Vehicles previously identified as having no warranty coverage (e.g., vehicles with salvage titles);
- (f) Extra Expenses; This warranty does not cover payment for loss of use of the vehicle during warranty repairs nor lodging bills, substitute transportation rentals, or other travel costs, telephone calls, loss of pay, or other economic loss or consequential damages.
- (g) Anything else excluded from coverage by the terms of other warranties originally applying to your vehicle.

The Extended Modification Warranty shall cover the cost of parts and labour needed to repair the following parts:

- **Diesel Oxidation Catalyst (DOC)**
- **Diesel Particulate Filter (DPF)**
- **Selective Catalytic Reduction (SCR) Catalyst**
- **Diesel Exhaust Fluid (DEF) Injector**
- **Diesel Exhaust Fluid (DEF) Injector Controller**
- **Diesel Exhaust Fluid (DEF) Supply Module**
- **Diesel Exhaust Fluid (DEF) Pump**
- **Temperature Sensor Unit (DEF Temperature Sensor)**
- **Exhaust Temperature Sensor**
- **Particulate Matter (PM) Sensor**
- **Lambda Sensor (Emission Modification Categories 1-5 ONLY)**
- **NOx Sensors**
- **Fuel Injectors**
- **Air Intake Throttle**
- **Exhaust Gas Recirculation (EGR) Valve**

- **Exhaust Gas Recirculation (EGR) Duct**
- **Exhaust Gas Recirculation (EGR) Cooler (including bypass control)**
- **Exhaust Gas Recirculation (EGR) Temperature Sensor**
- **Intake Manifold/Charge Air Distributor**
- **Turbocharger (including VGT Actuator)**
- **Engine Control Unit (ECU) Hardware (where replaced as part of the Approved Emission Modification)**
- **Transmission Control Unit (TCU) Hardware (where replaced as part of the Approved Emission Modification)**
- **Hydraulic Control Unit (HCU) Hardware (where replaced as part of the Approved Emission Modification)**
- **Cylinder Head Assembly Components (camshafts, valves, springs, valve spring keepers, valve seats, cam bearing caps, and manifold studs)**
- **Engine Timing Chain**
- **Intake Manifold Pressure Sensor**
- **Instrument Cluster Hardware (where replaced as part of the Approved Emission Modification)**
- **Coolant Thermostat (where replaced as part of the Approved Emission Modification)**
- **Crankcase Ventilation Valve (including line and heating element)**

In the event that the hardware of the Engine Control Unit or Transmission Control Unit is damaged by the software flash during installation of the Field Measure, MBC will replace the hardware at no cost to the customer and provide a 2-year “spare parts” warranty for the replaced part.

Any parts not specified above are excluded from coverage under the Extended Modification Warranty.