

# KENWORTH TRUCK COMPANY LIMITED WARRANTY AGREEMENT

## Class 8 Standard Service (On-Highway) Warranty

### UNITED STATES

**THIS LIMITED WARRANTY AGREEMENT ("AGREEMENT") LISTS THE RESPECTIVE RIGHTS AND RESPONSIBILITIES OF YOU, KENWORTH TRUCK COMPANY ("KENWORTH"), AND THE SELLING KENWORTH DEALER ("SELLING DEALER"). PLEASE READ THIS LIMITED WARRANTY CAREFULLY.**

Kenworth warrants directly to you that the Kenworth vehicle ("Vehicle") identified below will be free from defects in materials and factory workmanship ("Warrantable Failures") appearing under normal commercial use and service during the time or mileage limitations set forth in the attached Warranty Schedule (dated 11/09). **The Vehicle warranty extends only to you, the First Purchaser.**

YOUR SOLE AND EXCLUSIVE REMEDY AGAINST KENWORTH AND THE SELLING DEALER ARISING FROM YOUR PURCHASE AND USE OF THIS VEHICLE IS LIMITED TO THE REPAIR OR REPLACEMENT OF "WARRANTABLE FAILURES" AT AUTHORIZED UNITED STATES AND CANADIAN KENWORTH DEALERS, SUBJECT TO KENWORTH'S TIME AND MILEAGE LIMITATIONS LISTED IN THE ATTACHED VEHICLE ONLY WARRANTY SCHEDULE. The maximum time and mileage limitations in the Warranty Schedule begin on the Date of Delivery to the First Purchaser, as shown below. **The accrued time and mileage is calculated when this Vehicle is brought into an Authorized Dealer for correction of Warrantable Failures.**

#### WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

**This limited warranty is the sole warranty made by Kenworth and the Selling Dealer. Except for the above limited warranty, Kenworth and the Selling Dealer make no other warranties, express or implied. KENWORTH AND THE SELLING DEALER EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

IT IS AGREED THAT KENWORTH AND THE SELLING DEALER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF INCOME OR LOST PROFITS; VEHICLE DOWNTIME; THIRD PARTY DAMAGE, INCLUDING DAMAGE OR LOSS TO OTHER VEHICLES OR PROPERTY, ATTACHMENTS, TRAILERS AND CARGO; LOSS OR DAMAGE TO PERSONAL CONTENTS; COMMUNICATION EXPENSES; LODGING AND/OR MEAL EXPENSES; FINES; APPLICABLE TAXES OR BUSINESS COSTS OR LOSSES; ATTORNEY'S FEES; AND ANY LIABILITY YOU MAY HAVE IN RESPECT TO ANY OTHER PERSON OR ENTITY.

The following components may be warranted directly to you by their respective manufacturers and are NOT warranted by Kenworth: engine and engine accessories, Allison automatic transmission, fifth wheel, tires, wheels and rims, tubes, pintle hook, hitch, batteries not listed in the Vehicle Schedule, refrigerator, trade accessories (such as fire extinguishers, chains, emergency kits, and tools), customer-furnished components installed by the Kenworth factory, and items not installed by the Kenworth factory at the time of the Vehicle's manufacture.

Kenworth does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud-flaps, winter front, wiper nozzles, wiper blades, filter elements, or any other part which is considered a maintenance item.

You are responsible for the safe operation and maintenance of the Vehicle, as specified in the applicable Operator's Manuals. You are responsible for providing proof that all recommended inspections and maintenance have been performed. Before the expiration of the applicable warranty, you must notify an Authorized Dealer of any Warrantable Failures and make the Vehicle available for repair by such Authorized Dealer. You are responsible for delivery of the Vehicle to the Authorized Dealer. Locations in the United States and Canada of authorized Kenworth dealers may be found on [WWW.KENWORTH.COM](http://WWW.KENWORTH.COM).

KENWORTH IS NOT RESPONSIBLE FOR WEAR AND TEAR OR WEAROUT OF COVERED PARTS, storage deterioration, or changes in adjustment resulting from your use of the Vehicle. This includes, but is not limited to, wear or damage to brake and clutch linings, clutch brake, belts, upholstery, wheel balancing or axle alignment. This list is offered as an example only and shall not be construed as all inclusive.

Kenworth does not warrant metallic chassis (frame) paint. Kenworth is not responsible for paint chipping or fading, peeling paint from frame bolts relating to maintenance, paint peeling from road chemical or salt damage, or corrosion caused by damage to a cab, hood, or sleeper panel or to finish paint.

Damage due to accident, misuse, abuse, neglect, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted.

All warranties are null and void should a Vehicle be converted to a motor coach, motor home, or recreational vehicle.

Vibrations, squeaks, and unusual noises, rattles, loose nuts/bolts can develop during the early use of the vehicle. Kenworth will make the necessary adjustments under warranty up to the earlier of the first 25,000 miles or the first 90 days after the Date of Delivery.

Parts used to repair a Warrantable Failure may be new parts, approved remanufactured parts, or repaired parts. Kenworth is not responsible for failures resulting from the use of parts not approved by Kenworth. A new or approved remanufactured part used to repair a Warrantable Failure assumes the identity of the part it has replaced and is entitled to the remaining warranty coverage, if any.

Chassis Number(s) (17-digit VIN)

Customer Initials \_\_\_\_\_

Kenworth is not responsible for towing or roadside assistance should there be a defect in the Vehicle. **Kenworth is not responsible for damage or loss resulting from engine horsepower/torque upgrades.**

**Kenworth reserves the right to inspect and download data from the Vehicle and Engine Electronic Control Modules (ECM) for purposes of failure analysis.**

**TIME LIMIT ON COMMENCING LEGAL ACTION / OTHER TERMS**

It is agreed that you have 12 months from the accrual of the cause of action to commence any legal action arising from the purchase or use of the Vehicle, or be barred forever.

To the extent any provision of this limited warranty is found to contravene the law of any jurisdiction, the remainder of the warranty shall not be affected thereby.

KENWORTH TRUCK COMPANY

*I, the undersigned have read the above limited warranty agreement including the attached schedules and understand and accept its terms and acknowledge receipt of a copy of the agreement ( 3 pages).*

By:   
National Warranty Manager

X \_\_\_\_\_ Date: \_\_\_\_\_  
First Purchaser's Signature

Date of Sale: \_\_\_\_\_

**Optional Extended Limited Vehicle Coverage:** Customer Initials: \_\_\_\_\_

Date of Delivery to First Purchaser: \_\_\_\_\_

I, the above signed, have elected not to purchase an optional extended limited Vehicle coverage at this time on the Vehicle(s) covered by this document.

Dealer Name/Code: / \_\_\_\_\_

Reference: \_\_\_\_\_  
First Purchaser's Name (Company or Individual)

City, State: \_\_\_\_\_

Contact Name: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Dealer Representative/Title

Mailing Address: \_\_\_\_\_

The following pre-delivery items are to be performed by the dealer at the time of the vehicle delivery. Sign off each item as verification that it was performed

|                          |  |  |
|--------------------------|--|--|
| <input type="checkbox"/> | Review Operation & Service Manual with customer.                 | Kenworth Truck Company<br>A DIVISION OF PACCAR<br>P.O. Box 1000<br>Kirkland, WA 98083-1000 |
| <input type="checkbox"/> | Explain and demonstrate vehicle accessory operation to customer. |  |
| <input type="checkbox"/> | Explain maintenance program to customer.                         |  |
| <input type="checkbox"/> | Re-Explain Kenworth Warranty to customer.                        |  |

Dealers Initials: \_\_\_\_\_

\_\_\_\_\_

Chassis Number(s) (17-digit VIN)

Customer Initials \_\_\_\_\_

**KENWORTH TRUCK COMPANY**  
**Class 8 Standard Service (On-Highway) Warranty Schedule**  
**UNITED STATES**  
**VEHICLE ONLY**

THIS VEHICLE WARRANTY SCHEDULE APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT AND IS SUBJECT TO THE TERMS AND LIMITATIONS IN THE ATTACHED LIMITED WARRANTY AGREEMENT. Pursuant to the terms of the attached Limited Warranty Agreement, Kenworth Truck Company will pay warranty claims for Warrantable Failures within the following maximum limits in time or mileage, **whichever shall occur first**. The Warrantable Failure must be brought to the attention of an Authorized Dealer within 30 days of discovery.

|  | MONTHS | MILES     |
|--|--------|-----------|
| <b>Basic Vehicle</b><br>This coverage applies to the basic highway Vehicle, except for additional coverage and warranty exclusions.  | 12     | 100,000   |
| <b>Major Components</b><br>Eaton, Meritor & Dana Spicer front axle (beam, spindles, kingpin & kingpin bushings, steering arm, tie rod & tie rod arms).<br>Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing.<br>Manual transmissions<br>Eaton Auto Shift transmission<br>Bendix and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes).<br>Structural components of the cab, hood, hood half fenders, and sleeper. | 36     | 300,000   |
| <b>Frame, Gussets, Crossmembers and Cab Corrosion</b><br>Frame rails, gussets, and crossmembers.<br>Cab, hood, and sleeper perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab, hood, and sleeper panel or to finish paint.   | 60     | 500,000   |
| <b>Other Coverage</b>  |        |           |
| <b>PACCAR Batteries</b>  | 12     | 100,000   |
| <b>Heater/Air Conditioner (HVAC)</b>   | 12     | Unlimited |
| <b>Gaskets and Wheel Seals</b>   | 12     | 50,000    |
| <b>Cab, Hood &amp; Sleeper Paint</b>   | 12     | 100,000   |
| <b>Frame Paint – Black only</b>  | 12     | 100,000   |
| <b>Frame Paint – All colors other than black</b>   | 6      | 50,000    |
| <b>Frame Paint – Logger, Mixer, Dump, Refuse, Oil Field &amp; Construction applications</b>  | 3      | 25,000    |

Chassis Number(s) (17-digit VIN)

Customer Initials \_\_\_\_\_

