

# KENWORTH TRUCK COMPANY WARRANTY AGREEMENT

## Medium Duty Warranty Agreement United States

This is a legal contract between you, Kenworth Truck Company, and the selling Kenworth Dealer.

Kenworth Truck Company warrants directly to you that the Kenworth vehicle and the PACCAR PX-6 or PX-8 engine identified below will be free from defects in materials and workmanship during the time, mileage and/or hours set forth in the attached Warranty Schedule (dated 12/08) and appearing under normal commercial use and service. This warranty does not apply to the automatic transmission, tires, wheels and/or rims, or fifth wheel, which are warranted directly to you by their respective manufacturers, items not installed by the Kenworth plant at the time of manufacture, or trade accessories. The Vehicle and Engine warranty extends only to you, the First Purchaser. Additional coverage is outlined in the Emission Warranty section of the PACCAR Engine Operator's Manual. The Emission Warranty is made to all subsequent owners in the chain of distribution until the end of the periods of Coverage.

Your sole and exclusive remedy against Kenworth Truck Company and the selling Kenworth Dealer arising from your purchase and use of this vehicle and engine is limited to the repair or replacement of defective materials or workmanship at authorized U.S. and Canadian dealers or distributors to the extent of Kenworth Truck Company's obligations under the Warranty Schedule. Kenworth vehicles can receive warrantable repairs at any authorized U.S. or Canadian Kenworth dealer. PACCAR engines can receive warrantable repairs at any authorized PACCAR engine repair facility or authorized Cummins Distributor. The maximum time, mileage and hour limits in the Warranty Schedule begin on the Date of Delivery to the First Purchaser as shown below and apply to the times, mileage and hours when this vehicle is BROUGHT INTO an authorized U.S. or Canadian Kenworth Dealer, an authorized PACCAR engine facility or an authorized Cummins Distributor for correction of warrantable defects.

### WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

**Except for the above warranty, Kenworth Truck Company and the selling Kenworth Dealer make no other warranties, express or implied, and make NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

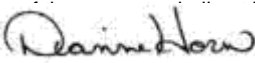
It is agreed that Kenworth Truck Company and the selling Kenworth Dealer shall not be liable for incidental or consequential damages including, but not limited to: loss of income; damage to vehicle, attachments, trailers and cargo; attorney's fees and any liability you may have in respect to any other person.

### TIME LIMIT ON COMMENCING LEGAL ACTION

It is agreed that you have one year from the accrual of the cause of action to commence any legal action arising from the purchase or use of the vehicle or engine, or be barred forever.

To the extent any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder thereof shall be affected thereby.

KENWORTH TRUCK COMPANY



By: \_\_\_\_\_  
National Warranty Manager

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

Chassis Number(s) (17-digit VIN)

Engine Serial Numbers(s)

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

Dealer

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

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

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

**I, the undersigned have read the above warranty agreement including the attached schedule and understand and accept its terms and acknowledge receipt of a copy of the agreement (4 pages).**

**X** \_\_\_\_\_ **Date:** \_\_\_\_\_

**First Purchaser's Signature**

**Optional Extended Vehicle Warranties:**

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

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

**Optional Extended Engine Warranties:**

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

*I, the above signed, have elected not to purchase an optional extended warranty at this time for the engine of the vehicle(s) covered by this document.*

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

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

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

The following predelivery 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.

- Review Operation & Service Manual with customer.
- Explain and demonstrate vehicle accessory operation to customer.
- Explain maintenance program to customer
- Re-explain Kenworth Warranty to customer. **Initials:** \_\_\_\_\_

Kenworth Truck Company  
A DIVISION OF PACCAR  
PO Box 1000  
Kirkland, Washington 98083-1000

**KENWORTH TRUCK COMPANY**  
**Medium Duty Warranty Schedule**  
**United States**  
**VEHICLE**

THIS WARRANTY APPLIES ONLY TO ORIGINAL FACTORY EQUIPMENT, in accordance with the terms and limitations in the Warranty Agreement. This warranty does not apply to the Engine or Emission related equipment which is warranted separately by KENWORTH. Kenworth Truck Company will warrant claims for defective material or workmanship within the following maximum limits in time or mileage, whichever shall occur first. The defective condition must be brought to the attention of an authorized U.S. or Canadian Kenworth Dealer within 30 days of discovery.

	MONTHS	MILES
<b>BASIC VEHICLE</b> This coverage applies to the basic highway vehicle, except for additional coverage and warranty exclusions below.	12	Unlimited
<b>MAJOR COMPONENTS</b> Eaton, Meritor & Dana Spicer front axle, beam, spindles, kingpin & kingpin bushings. Eaton, Meritor & Dana Spicer rear axle, differential assembly, axle shafts & axle housing. Manual transmissions, gears, shafts, case & bell housing. Eaton auto shift. Eaton and Meritor brakes, brackets, cam shafts, spiders and slack adjusters (excludes Air Disc Brakes). Structural components of the cab and hood. Sheppard and TRW steering gears.	24	Unlimited
<b>Eaton Hybrid Components</b> Hybrid Drive Unit (HDU) with Motors and Electronic Actuator (ECU), Electronic Clutch Actuator (ECA), Power Electronic Carrier (PEC), including batteries, Inverter, Hybrid Control Module (HCM), DC/DC Converter (in Utility Application Only), Auxiliary Power Generator Kit (APG) (in Utility Application Only)	36	150,000
<b>FRAME, CAB STRUCTURE AND CAB CORROSION</b> Frame rails, gussets, cross-members and A-Braces. Cab and hood perforation caused by corrosion from within. This warranty does not apply to corrosion caused by damage to a cab panel or to finish paint.	36	Unlimited
<b>PACCAR BRANDED BATTERIES</b>	12	Unlimited
<b>GASKETS AND WHEEL SEALS</b>	12	50,000
<b>ALCOA WHEELS - Coverage is 100% parts only, for 5 years from date of manufacture.</b>	60	Unlimited
<b>CAB &amp; HOOD 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
<b>SEVERE SERVICE VEHICLE - All Kenworth installed components except as excluded below.</b> <b>Severe Service vehicles are those operated 10% or more on class C or D roads.</b>	12	50,000

**Warranty Exclusions**

The following components are warranted directly to you by their respective manufacturer and are NOT warranted by Kenworth Truck Company: Automatic Transmission, Fifth Wheel, Tires, Tubes, Pintle hooks, Hitch, Wheels and Batteries not listed above.

KENWORTH does not warrant Anti freeze, Lubricants, Bulbs, Fuses, Filters, Mud-flaps, Winter Front, Wiper Nozzles or Wiper Blades. Trade accessories such as Fire Extinguisher, Chains, Emergency Kits and Tools are not warranted.

KENWORTH is not responsible for storage deterioration, wear and changes in adjustment resulting from normal service. This includes Brake and Clutch Linings, Belts, Wheel Balance and Axle Alignment or Upholstery.

KENWORTH does not warrant metallic chassis (frame) paint. Kenworth is not responsible for paint chipping or fading, peeling from frame bolts relating to maintenance or paint peeling from road chemical damage.

Damage due to accident, misuse, negligence, improper or insufficient maintenance, or unauthorized modification is not warranted. Failure of replacement parts used to repair above conditions is not warrantable.

Vibrations, squeaks, loose fittings and hose leaks, unusual noises, rattles, loose nuts/bolts and hose and electrical connections can develop during the shakedown trips of the vehicle. Up to 20,000 miles, but no later than 90 days after date of delivery, the necessary adjustments will be made without charge. Such developments after this period are usually the result of use and are not warrantable items.

**KENWORTH is not responsible for towing, downtime expenses, loss of income, lodging or meal expenses associated with any vehicle warrantable failure.**

**KENWORTH is not responsible for damage resulting from engine horsepower/torque upgrades.**

**KENWORTH TRUCK COMPANY**  
**Medium Duty Warranty Schedule**  
**United States**  
**ENGINE**

Engine Serial Numbers(s)

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**PACCAR PX-6 Engine**

**Basic Engine Coverage** - (All applications except fire apparatus truck) - **Twenty-four (24) months – no mileage limitation.**

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**Fire Apparatus Truck Applications – 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)**

**PACCAR PX-8 Engine**

**Basic Engine Coverage** - (All applications except fire apparatus truck) - **Twenty-four (24) months or 250,000 miles or 6,250 hours, whichever occurs first.**

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**Fire Apparatus Truck Applications – 60 Months or 100,000 miles, whichever occurs first. (Owner is responsible for a US\$100 deductible per each service visit in the 3rd, 4th and 5th years of warranty.)**

**In addition to paying for the repair of the Engine, KENWORTH will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure. KENWORTH will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.**

**KENWORTH will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location for the first year from the date of delivery of the Engine to the first purchaser or the duration of the warranty, whichever occurs first. In lieu of the towing expense, KENWORTH will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage, and lodging when the engine repair is performed at the site of the failure.**

**Owner's Responsibility**

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable PACCAR Operators Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed. Before the expiration of the applicable warranty, Owner must notify either a KENWORTH authorized engine dealer, a PACCAR authorized engine repair facility or an authorized Cummins Distributor of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure during the first year from the date of delivery of the Engine to the first purchaser or the duration of the warranty, whichever occurs first, Owner must also deliver the Engine to the authorized repair facility. Locations in the United States and Canada of authorized KENWORTH engine dealers and authorized Cummins Distributors are listed on [www.KENWORTH.com](http://www.KENWORTH.com).

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure. Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

**Limitations**

KENWORTH is not responsible for failures or damage resulting from what KENWORTH determines to be abuse or neglect, including but not limited to: operation without adequate coolants or lubricants; over-fueling; over-speeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine. KENWORTH is also not responsible for failures caused by incorrect oil or fuel or by water, dirt or other contaminants in the fuel or oil.

This warranty does not apply to accessories supplied by KENWORTH which are covered by the Kenworth Vehicle warranty.

Failures resulting in excessive oil consumption are covered for the duration of the coverage or 100,000 miles or 6,250 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds KENWORTH published standards.

Failures of belts and hoses supplied by KENWORTH are covered during the first year from the date of delivery of the Engine to the first purchaser or the duration of the warranty, whichever occurs first. Parts used to repair a Warrantable Failure may be new parts, approved rebuilt parts, or repaired parts. KENWORTH is not responsible for failures resulting from the use of parts not approved by KENWORTH. A new or approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining coverage hereunder.

**KENWORTH reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.**

**KENWORTH DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.**

# KENWORTH TRUCK COMPANY

## Change of Address Form

**IMPORTANT:** If the vehicles covered by this agreement change ownership or the Original Owner has a change or correction to their address, please complete this form, notifying Kenworth of the change. This is needed for Federal Recall Campaigns, should a vehicle be involved.

Complete this form and return it to Kenworth Truck Company, PO Box 1000, Kirkland, WA 98083-1000, Attn: Warranty Dept.

### Address Information

Company/Contact: \_\_\_\_\_

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

Old City: \_\_\_\_\_

Old State/Zip: \_\_\_\_\_

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

New City: \_\_\_\_\_

New State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Chassis Number(s)	Date Purchased