



MACK TRUCKS INC., WARRANTY CERTIFICATE FOR *mDRIVE™* CLUTCH PROTECTION PLAN

(EPA 2014 and later)

Mack Trucks, Inc. ("Mack Trucks"), warrants certain individual components of each new Mack truck to be free from defects in material and workmanship under normal use and service up to the periods specified, provided all Mack Trucks maintenance and inspection requirements are followed. This extended coverage plan ("Protection Plan") provides additional coverage from failures of specified components or parts ("Covered Parts") that may occur after the Mack Standard Truck Warranty has expired and until the expiration of this Protection Plan. All warranty periods are calculated from date in service. This Protection Plan applies only to Mack trucks operated exclusively in the United States and Canada.

Mack Trucks' obligation under this Protection Plan is limited to, at its sole option, repair or replacement at a Mack Trucks authorized dealer of Covered Parts that are returned within the coverage period and acknowledged by Mack Trucks to be defective. Covered repairs must be performed by a Mack Trucks authorized dealer. All coverage is 100% for parts and labor except as noted. All parts replaced shall become the property of Mack Trucks.

This Protection Plan provides coverage for the following Covered Parts until the earliest to occur of the time/mileage/hours purchased, subject to the following Qualifications and Limitations.

mDRIVE™ Clutch Covered Parts List

Covered Parts	Qualifications and Limitations
Clutch	Excludes Clutch Brake, Pilot Bearing, Lining/Adjustment and Wear

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE MANUFACTURER INCLUDING, WITHOUT LIMITATION OF THE FOREGOING, CONSEQUENTIAL AND INCIDENTAL DAMAGES. MACK TRUCKS, INC. NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF VEHICLES, COMPONENTS OR PARTS.

This Warranty is subject to Mack Trucks' Standard Warranty Limitations and Exclusions, which are printed on page 2 of this Warranty Certificate and are available through a Mack Trucks authorized dealer.

MACK TRUCKS INC.'S ("MACK TRUCKS") STANDARD WARRANTY LIMITATIONS & EXCLUSIONS

1. **REPAIR:** In the case of acknowledged defective Covered Parts, exchange with factory remanufactured parts may occur. Warranty repairs do not constitute an extension of any warranty period for any vehicle, component or part.
2. **DAMAGES:** Damages due to misapplication, misuse, accidents, negligence, improper operations, alterations, storage or transport, operation at excessive speeds, loading beyond the factory rated load capacity, failure to follow Mack Trucks' recommended inspection, maintenance, and service procedures, and improper or insufficient maintenance services are not covered.
3. **PROGRESSIVE DAMAGE:** Damages due to failure of operator to take reasonable precautions to mitigate damage are not covered. Damages to a Covered Part due to failure of non-covered part are not covered. Coverage is limited to failure of a Covered Part directly causing failure of a non-covered part, where reasonable precautions were taken to mitigate damages.
4. **APPLICATION:** The selling dealer is responsible for designating the correct application and/or specification for a vehicle sold to a customer. Damages due to misapplication, including but not limited to, failures of component parts of vehicles being operated in excess of factory rated load capacities, or the use of a vehicle, component or part for a purpose for which it was not intended are not covered.
5. **ALTERATIONS:** Any vehicle, component or part repaired, altered, or inspected in any way, so as to adversely affect, in Mack Trucks' sole judgment, its stability, durability, or reliability, is not covered.
6. **NON-ORIGINAL EQUIPMENT:** Any part of the vehicle that fails, malfunctions, or does not perform as a result of improper conversion or installation of bodies or equipment by other manufacturers or suppliers is not covered.
7. **MAINTENANCE AND PARTS CONSUMED:** Maintenance and inspection requirements found in the Operator's Manuals and service manuals/instructions, including, but not limited to, engine tune-up, fuel system cleaning, replacement of lubricants and filter elements, adjustments of the engine injection pump/transmission/brakes/linkages, as well as diagnosis, test time and all other adjustments must be followed and are not covered. Parts which are normally consumed or worn out during the vehicle's normal service life and customarily replaced during usual maintenance service are not covered.
8. **PERFORMANCE COMPLAINTS:** Performance complaints are not covered (including, but not limited to, low power and/or poor fuel economy). Coverage is limited to defects in material and workmanship of a Covered Part directly causing the performance issue.
9. **WEAROUT:** Mack Trucks does not cover normal wear of Covered Parts. Failures attributable to wear are excluded. For example and without limitation, the wear rate of parts in any engine or transmission, and especially those parts within the combustion area and clutch housing area, will vary depending upon operating conditions and environment. Conditions, such as load, trailer configuration, road speed and road conditions, as well as the quality of fuel, lubrication oil, and all filters bear a direct relationship to the wear rate and resulting life of parts. Depending upon the severity of these various conditions, parts wear and resulting failure could occur within the time limit of the coverage.
10. **NON-STANDARD PARTS:** Any failure of any vehicle, component or part caused by the by use of parts and accessories, or major assemblies and exchange units, which do not meet factory standards is not covered.
11. **ODOMETER READING:** Any vehicle on which the actual mileage or hours cannot readily be determined, or on which the odometer, hour meter, or Electronic Control Unit has been disconnected, disabled, or altered, may not be covered by this warranty.
12. **ACCESS TO INFORMATION:** Owner must allow Mack Trucks full access to all data stored in all Electronic Control Modules; failure to do so may result in the loss of warranty coverage.
13. **LABOR:** Labor to remove and install a Covered Part is included only if a Mack Trucks authorized dealer originally installed the Covered Part. Labor for overtime and/or shift differential is not covered. Excessive labor for a warrantable repair due to the prior installation of equipment or body is not covered.
14. **MISC. EXPENSE:** Meals, lodging, communications charges, travel time and expense, loss of cargo, downtime, loss of profit/revenue, rental vehicles, driver's wages and other miscellaneous expenses are not covered. Shop supplies, lube oil, lubricants, sealers, anti-freeze, filter elements and labor performed by a non-approved location are not covered.
15. **ADDITIONAL COMPONENTS:** Components or parts that are not installed by Mack Trucks, including winches, power take-offs, dumper, mixer and refuse assemblies, hoists and bodies or other special equipment are not covered. Mack Trucks' factory manufacturing records will be determinative as to factory installed components.
16. **TOWING:** Unless expressly provided in this Warranty Certificate, expenses for towing or road service calls are not covered. Failures caused by improper towing technique are not covered.
17. **SUSPENSION PARTS:** Suspension parts, including but not limited to rubber bushings, torque rod bushings, spring pins and bushings, and greased lubrication points that fail due to improper maintenance, abnormally severe service or abuse are not covered.
18. **CAB STRUCTURE AND CORROSION:** Cab structural defects or cab corrosion that occurs in areas of the cab that previously were damaged, repaired, altered or modified are not covered.
19. **ENGINES AND TRANSMISSIONS:** Engines and automatic transmissions that are not manufactured by Mack Trucks are warranted by their respective manufacturers and not by Mack Trucks. Refer to the engine and transmission manufacturers' warranty statements.
20. **OIL CONSUMPTION:** Before a claim based upon excessive oil consumption will be considered, the owner must provide proof that all recommended maintenance has been performed and submit adequate documentation to show that oil consumption exceeds Mack Trucks' published standards. Under no circumstances will warranty pay for repairs related to excessive oil consumption after the earlier of 24 months, 250,000 miles, 402,000 kilometers, or 6,250 engine hours.
21. **ENVIRONMENTAL DAMAGE:** Parts made out of cloth, leather, wood, rubber, synthetics, paint or chrome which have been affected by exposure to the elements or chemical influence including, but not limited to, road salts/chemicals, industrial fall-out or the use of improper cleaners, polishes and or waxes are not covered.
22. **ALIGNMENT:** Alignment of axle(s), balance of tires, changing of axle camber, caster, toe and thrust angle are not covered.
23. **GLASS:** Glass breakage and scratches are not covered unless physical proof of manufacturing responsibility is established.
24. **TIRES:** Tires are not covered by this warranty, but may be covered by separate warranties given by their respective manufacturers.
25. **CHANGES:** Mack Trucks reserves the right to make any changes in design, or make additions to or upon its products, without incurring any obligations to install the same changes on vehicles previously built.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE MANUFACTURER INCLUDING, WITHOUT LIMITATION OF THE FOREGOING, CONSEQUENTIAL AND INCIDENTAL DAMAGES. MACK TRUCKS, INC. NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF VEHICLES, COMPONENTS OR PARTS.

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