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KENWORTH

KENWORTH TRUCKS

A DIVISION OF **PACCAR** AUSTRALIA PTY. LTD
A.B.N. 43 004 669 667
P.O. Box 60, Bayswater, Victoria 3153, Australia
Telephone: (03) 9721 1500 Fax: (03) 9720 4144

Certified System
Quality
ISO 9001
SAI GLOBAL

WARRANTY AGREEMENT - ALL MODELS
ALL MODELS - ON HIGHWAY (GCM over 140 tonnes)

Notice: *This is a legal contract between you, The First Register Owner/Purchaser (the "**Purchaser**"),* PACCAR Australia (ACN: 004 669 667) ("**PACCAR**") *and the Selling Kenworth Dealer*

Except for parts and components which are warranted directly to you by their respective manufacturers and for which PACCAR accepts no responsibility, PACCAR warrants (subject to the terms and conditions of this Warranty Agreement) directly to you for the warranty period set out in the PACCAR Warranty Schedule that the Kenworth Vehicle identified herein by chassis number will be free from manufacturing defects in materials and workmanship.

This Warranty is not transferable and is only for the benefit of the Purchaser. This Warranty applies only to original equipment.

PACCAR will, at the option of PACCAR and subject to the terms and conditions of this Warranty Agreement, repair or replace any part or parts or pay the cost of replacing the part(s) or pay the cost of having the part(s) repaired which are, to the reasonable satisfaction of PACCAR, defective in materials or workmanship, in accordance with the Warranty Schedule on the reverse side of this Warranty Agreement.

The warranty period in the Warranty Schedule(s) begins on the Date this Warranty Agreement is executed.

PACCAR acknowledges that under applicable State, Territory and Commonwealth law(s) (including, without limitation, the Competition and Consumer Act 2010 (Cth) ("**CCA**")), certain statutory guarantees and warranties (including, without limitation, the statutory guarantees under the CCA) are implied into this Warranty Agreement and cannot be excluded by law ("**Non-Excluded Guarantees**"). The warranties in this Warranty Agreement are independent of and in addition to the Non-Excluded Guarantees. This Warranty Agreement does not purport to modify or exclude the Non-Excluded Guarantees.

Except as expressly set out in this Warranty Agreement or in respect of the Non-Excluded Guarantees, PACCAR makes no other warranties to you. PACCAR's liability in respect of these warranties is limited to the fullest extent permitted by law.

LIMITATIONS OF PACCAR LIABILITY

IT IS AGREED THAT, TO THE EXTENT PERMITTED BY LAW, PACCAR WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED AS A RESULT OF, OR IN CONNECTION WITH ANY DEFECT including, but not limited to, loss of profits or income, damage to vehicle, attachments, trailer and cargo, towing expenses, legal costs or expenses, liability you may have in respect of any other person or miscellaneous expenses such as fuel, telephone, accommodation, travelling, freight, downtime, overtime and holiday labour.

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 of the warranty shall not be affected hereby.

PACCAR accepts no responsibility for any liability relating to the assembly or fitting of additional equipment or variations to specifications to the Kenworth Vehicle (including, but not limited to, any variation to the Kenworth Vehicle which causes non-compliance with applicable Australian or New Zealand design rules or motor vehicle standards) unless it has been specifically approved in writing by PACCAR.

PACCAR reserves the right to inspect and test defective part(s) that are the subject of any claim under this Warranty Agreement for the purpose of determining the extent of any defect and the validity of any such claim.

PACCAR recommends you take your vehicle to an Authorised Kenworth Dealer if it needs repairs or servicing. Authorised Kenworth Dealers use approved parts and accessories which will ensure that the original vehicle specification is maintained and that the vehicle continues to comply with all certification requirements and also meets Government regulations relating to vehicle safety and environmental controls.

The warranties given under this Warranty Agreement are given by PACCAR Australia (ACN: 004 669 667), of PO Box 60 Bayswater, Victoria 3153, Australia. Warranty applies only if servicing has been carried out in accordance with the recommended service intervals as per your Driver's Handbook.

KENWORTH TRUCKS
A DIVISION OF **PACCAR** AUSTRALIA PTY LTD
By: _____

AFTERSALES MANAGER

ON THE DATE IN SERVICE I HAVE READ AND UNDERSTOOD THIS WARRANTY AGREEMENT AND ACCEPT ITS TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

VIN: 6F5000ACRA488771 CHASSIS No: #488771 SIGNED: _____
(Signature of Registered Owner/Purchaser or Authorised Representative)

MODEL: C509 DATE IN SERVICE: 29/10/2024 NAME: _____

DEALER: CJD FULL BUSINESS NAME: _____

CITY, STATE: Darwin N.T BY: _____
(Signature of Dealer Representative)

PTY LTD

SPECIFIC APPLICATION APPROVAL (WARRANTY)

Maj Compt's	Make/Model/ESN	Mths/Kms/Hrs	Auth No	Rear	Make/Model	Mths/Kms/Hrs	Auth No
Clutch				Suspension			
Transmission				Axles			
Engine				Other			
Engine Serial #						Application GCM:	

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KENWORTH WARRANTY SCHEDULE

ALL MODELS - ON HIGHWAY (GCM over 140 tonnes)

In accordance with the Warranty Agreement, Kenworth Trucks will settle warranty claims for defective material and workmanship within the following limits and period listed below from the Date In Service on the front of this agreement.

BASIC KENWORTH WARRANTY

		12 Months (Unlimited Kilometres)
Parts	General Components (except Major Components specified below).	100%
	Frame rails Crossmembers KW castings KW rear suspension hardware Alloy gusset brackets	100%
	Fan Hub, Alternator & Batteries	100%
Labour		100%
Roadside Assist (Australia Only)		100%
Eaton Transmissions - Parts & Labour for Highway Road Train configurations of GCM 97 tonne & above are subject to engineering application approval Max 5% Grade.		where GCM >97 tonnes Up to 12 months/250,000 kms whichever comes first.

MAJOR COMPONENT WARRANTY

CUMMINS WARRANTY (Base Engine)	Up to 24 Months or 402,000 Klms or 6,250 Hours. Whichever comes first
EATON WARRANTY	GCM ≤ 97t Up to 24 Months/500,000 kms or GCM >97T - ≤140t Up to 12 Months/250,000 kms
ALLISON WARRANTY	24 Months (Unlimited kms), by specific application approval
AUXILIARY GEARBOX/TRANSFER CASE	By Specific Application Approval Only
MERITOR WARRANTY (spindle to spindle including axle shafts)	
Meritor Steer Axle	24 Months (Unlimited Klms)
MT18/MT20 Series Drive Axles	GCM ≤50t 48 Months/800,000 km
MT21 Series Drive Axles	**Without** Pump GCM ≤97t 48 Months/800,000 km
MT21 Series Drive Axles	**With** Pump GCM ≤110t 48 Months/800,000 km
MT23 Series Drive Axles	GCM ≤131t 48 Months/800,000 km
RT52 Series Drive Axles	GCM ≤140t **12** Months/Unlimited km
DANA WARRANTY (spindle to spindle including axle shafts)	
Dana Steer Axle	24 Months (Unlimited kms)
DSH40 Drive Axles	GCM ≤50t 24 Months/Unlimited km
D46-170 Drive Axles	GCM ≤90t Up to 48 Months/800,000 km or GCM >90t - ≤110t 24 Months/Unlimited km
D50-170 Drive Axles	GCM ≤90t Up to 48 Months/800,000 km or GCM >90t - ≤130t 24 Months/Unlimited km
D52-190 Drive Axles	GCM ≤140t 24 Months/Unlimited km
SISU WARRANTY	Sisu, by Specific Application Approval Only
COPPER/BRASS CORE RADIATOR	24 Months (Unlimited kms)

YOUR KENWORTH WARRANTY DOES NOT COVER THE FOLLOWING ITEMS:

1. Parts or components warranted directly by their manufacturer.
2. Claims arising as a result of using the Kenworth Vehicle for applications other than the application approved by Kenworth Trucks at the time of purchase or delivery.
3. Claims arising as a result of driver negligence, misuse or abuse, eg. tampering, disconnection, loading or towing beyond PACCAR's recommendations, or continuing to drive the vehicle after loss of fluids, lubricants, oils, coolants, refrigerants or water.
4. Claims arising as a result of accident, impact, fire, theft, illegal use or malicious damage by a third person.
5. Road testing and undiagnosed troubleshooting.
6. Adjustment, repair or replacement of parts and components which are subject to wear, deterioration or changes on adjustment as a result of use in service, including but not limited to brake and clutch linings, isolating mounts, seals, filters, engine belts, sealed beams, globes and shackle pins, bushes, electrical brushes, tyres etc....
7. Incidental or consequential loss or damage and replacement of items not directly connected with failure.
8. Unnecessary replacement in lieu of repair.
9. Repairs to upholstery, trim, paint and appearance items due to other than defective material or workmanship such as stone chips, harsh polish, road surfacing materials, strong detergents and abuse.
10. Front axle alignment, wheel alignment, wheel balancing and tyre rotation.
11. Vibrations, rattles, squeaks which develop and are not notified to PACCAR prior to the expiration of ninety (90) days from the date in service appearing on the front page of this warranty.
12. Claims arising as a result of repairs, alterations or servicing having been carried out other than by an Authorised Kenworth Dealer.
13. Repair of failures resulting from misuse, negligence, accident or the use of other than genuine or Kenworth approved parts.
14. Materials commonly used in servicing Kenworth vehicles, such as lubricants, cleaners, etc...
15. Claims arising as a result of a failure to have the vehicle serviced in accordance with Kenworth Trucks specifications and recommendations or a failure to have the vehicle repaired promptly in accordance with such recommendations following an accident or other damage, or after a defect becomes known or is suspected.
16. Claims arising as a result of environmental conditions, including acid rain, industrial fallout, sand, stones, tree sap, bark of leaves, bird, animal or insect droppings or other damage from windstorm, hail, flood, lightning, or other acts of God.
17. Roadside assistance coverage applies to Australia only and is applicable to warrantable failures only, where the truck is disabled.