

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TRANS-WEST, INC.**, a Colorado Corporation whose address is 20770 Interstate 76, Brighton, CO 80601 (“Contractor”).

RECITALS:

1. The City desires to obtain plows, tractor, sweeper and associated equipment (cumulatively, the “Equipment”), and Contractor desires to provide that Equipment to the City.
2. The City intends to finance and pay for the acquisition of the Equipment through a separate lease-purchase agreement (the “LPA”) between the City and JP Morgan Chase Bank, N.A. (the “Bank”).

AGREEMENT:

For and in consideration of the agreements contained herein and subject to the terms and conditions stated, in this Agreement, the parties agree as follows:

The recitals set forth above are incorporated herein as set forth in their entirety.

1. **FORM OF AGREEMENT:** This Agreement shall consist of the terms and conditions stated in the following numbered Articles, together with those exhibits or attachments that are referenced and incorporated in such Articles. In the event that any conflict between the terms and conditions contained in this document and those contained in any exhibits or attachments shall occur, the terms and conditions of these numbered Articles shall be controlling.

2. **COORDINATION AND LIAISON:** Contractor agrees that during the term of this Agreement it shall fully coordinate the performance of this Agreement with the City, including the Executive Director of the Department of Transportation and Infrastructure (“Manager”) or as otherwise directed by the City. Contractor understands that the Manager or designee is the City's representative under this Agreement through whom Contractor obligations performed under this Agreement shall be coordinated.

3. **EQUIPMENT, ACCEPTANCE AND WARRANTIES TO BE PROVIDED:**

A. Contractor shall provide to the City the Equipment and Warranties listed and described on **Exhibit A** attached hereto (hereinafter referred to as the “Equipment” and “Warranties”).

B. It is understood and agreed that the Equipment and Warranties associated with this Agreement that are being provided to the City hereunder are also routinely provided to nongovernmental customers on the same terms and conditions that were offered to the City and are agreed to by the City in this Agreement.

C. Upon delivery and final installation of the Equipment, the City will test and evaluate same to ensure that it conforms, in the City’s reasonable judgment, to the specifications outlined in the exhibits. If the Equipment does not conform, the City will so notify Contractor in

writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Equipment contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Equipment, or repudiates acceptance of it, Contractor will refund to the City all fees received with respect to the rejected product, and the City will cease using the Equipment and return the Equipment to the Contractor.

D. The Equipment shall be delivered to DOTI Fleet Management, 5440 Roslyn Street, Building C, Denver, CO 80216.

4. **SPECIAL PURCHASING TERMS AND CONDITIONS:** In addition to all other terms and conditions stated in this Agreement, Contractor shall comply with the following special purchasing terms and conditions:

A. Pricing is F.O.B. Denver, CO, delivered to the City facilities as set out on Exhibit A. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

B. Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City; and such loss, injury or destruction shall not release Contractor from any obligation hereunder. Thereafter, risk of loss shall pass to the City and Bank as further described in the LPA.

C. Contractor agrees to furnish, upon the written request of the City, any additional information needed to substantiate or clarify the design and/or performance characteristics of the Equipment.

D. Contractor Invoices must include the following:

- (1) City contract control number.
- (2) Items listed individually.
- (3) Invoice number and date.
- (4) Requesting department name and "ship to" address.
- (5) Payment terms.

5. **TERM:** The term of this Agreement shall commence upon April 1, 2022, and expire on March 31, 2025.

6. **COMPENSATION:**

A. It is understood and agreed that the City has elected to lease/purchase/finance the Equipment and Warranties through the LPA. The City and Bank have also entered into an escrow agreement that together with the LPA provide for payment to the Contractor of the maximum amount stated herein subject to the procedure set out in the LPA. The

Contractor's performance under this Agreement is expressly conditioned upon funding of the escrow agreement and proper payment as set out herein.

B. The total compensation payable to Contractor for acquiring and delivering the Equipment together with the Warranties shall not exceed the amount of **TWO MILLION FOUR HUNDRED SEVENTY-ONE THOUSAND THIRTY-THREE DOLLARS AND ZERO CENTS (\$2,471,033.00)** (the "Maximum Purchase Amount"), payable directly to the Contractor by the escrow company. Payment by the escrow company shall be initiated after delivery of the Equipment, examination of the Equipment and the City's issuance of an Acceptance Certificate. Title to the Equipment shall vest with the Bank upon payment of the Maximum Purchase Amount to Contractor. Beneficial use of the Equipment and Warranties shall remain with the City.

C. The total compensation payable by the City to Contractor under this Agreement for the Equipment and Warranties is Zero Dollars (\$0.00) (the "Maximum Contract Amount").

D. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Contractor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. **TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by Contractor, time is of the essence.

8. **STATUS OF CONTRACTOR:** It is understood and agreed by and between the parties that the status of Contractor shall be that of an independent contractor and it is not intended, nor shall it be construed, that Contractor or any employee or subconsultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

9. **TERMINATION OF AGREEMENT:** The City may terminate this Agreement at any time on thirty (30) days' notice if Contractor is in breach or default of the Agreement or if the underlying project or activity is canceled. The City has the right to terminate this Agreement without cause on thirty (30) days written notice. The City may also by written Notice of Default to Contractor terminate the whole or part of this Agreement in the event Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business. Contractor may terminate this Agreement upon ten (10) days prior written notice if (a) the City breaches this Agreement and the breach remains uncured for thirty (30) days after receipt of written notice of the breach, or (b) Bank fails to honor its obligations under the LPA.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of

term, covenant, or condition or any default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

11. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor. to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

12. **TAXES, PERMITS AND LICENSES:** Contractor agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and permits and all taxes. Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.

13. **VENUE, GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver County or Denver District Court in the City and County of Denver, Colorado.

14. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring Contractor from City facilities or participating in City operations.

15. **ASSIGNMENT AND SUBCONTRACTING:**

A. Provided that the City shall have accepted the Equipment, the City shall not have the right to and shall not assert against any assignee of Bank or other registered owner of the Equipment any claim, counterclaim or other right the City may have against the Contractor.

B. None of the City's right, title and interest in any portion of the Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease all or part of such Equipment if (a) such sublease is to an agency or department of, or a political subdivision of, the State or (b) the City obtains the prior written consent of Bank and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Bank that such subleasing will not adversely affect the exclusion of the interest components of the rental payments made to Bank under the lease-purchase transaction referenced herein from gross income for federal income purposes. Any such sublease of all or part of any Equipment shall be subject to the lease-purchase transaction with Bank and the rights of Bank in, to and under such transaction with respect to the Equipment.

C. The City is otherwise not obligated or liable under this Agreement to any party other than the Contractor named herein. Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

16. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

17. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer,

Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H. **Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **City's Insurance.** The City is self-insured pursuant to the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., and shall not be required to obtain any liability, fire, casualty or other insurance as a result of this Agreement. Neither shall any contrary statement contained in any attachment or exhibit hereto be construed to shift the risk of loss or liability to the City.

18. **DEFENSE AND INDEMNIFICATION:**

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. In the event of any claim to the City concerning infringement or violation of a third party's intellectual property rights, the City will endeavor to promptly notify Contractor

in writing of any such claim and will cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (1) contest, (2) settle, (3) procure for the City the right to continue using the Equipment, software, or services, or (4) modify or replace them to be non-infringing (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If none of the foregoing options is reasonably possible, then Contractor will refund a pro-rata portion of the amounts paid hereunder with respect to the Equipment, software, or services (based on the expected life thereof) and reimburse the City for all reasonable expenses for removal and replacement of the Equipment or software. Contractor is not liable for any infringement-related liabilities based upon modifications to the Equipment or software made by the City without Contractor's consent or being used or sold with products not provided by Contractor and made without Contractor's consent.

19. **CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.

20. **NO THIRD-PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors and suppliers. It is otherwise the express intention of the City and Contractor that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

21. **CONFIDENTIAL INFORMATION:**

A. **“Confidential Information”** means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this

Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

B. Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

C. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

D. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City may advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If Contractor objects to disclosure of any of its material, Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

22. **DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code §56-106(b) *et. seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article 2 hereof.

23. **TAXES, CHARGES AND PENALTIES:** The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.

24. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

25. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

27. **AGREEMENT AS COMPLETE INTEGRATION - AMENDMENTS:** This Agreement, together with the LPA, are intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect or bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

28. **LEGAL AUTHORITY:**

A. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.

29. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

30. **NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor

provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

31. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. **NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Department of
Transportation & Infrastructure or Designee
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

33. **COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

34. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

35. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

36. **CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[Signatures on following page]

Contract Control Number: DOTI-202262314-00
Contractor Name: TRANS-WEST, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

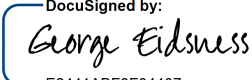
ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

DOTI-202262314-00
TRANS-WEST, INC.

By:  E2441ABF8F04407...

Name: George Eidsness
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A
EQUIPMENT

<u>Quantity</u>	<u>Item</u>	<u>Price</u>
13	Tandem Plows (Cab and Chassis Only) Configuration 2 Freightliner 114SD	\$1,646,827.00
4	Trash Tractor Configuration 3 Freightliner Cascadia	\$623,616.00
2	Street Sweeper (Cab and Chassis Only) Configuration 1 Freightliner M2106	\$200,590.00
TOTAL PURCHASE AMOUNT:		<hr/> \$2,471,033.00

Specifications of equipment, training, and warranties to be provided by Contractor are set out on the attached pages, which together with this cover sheet constitute **Exhibit A**.



Streets Tandem Plows REF # 20 840-52

Configuration # 2	\$ 118,495.00
5 Years Virtual Technician	288.00
Air & Light Lines to EOF 625 + 4.6% 28.75	654.00
MAINTENANCE FREE RUBBER BUSHINGS – FRONT SUSPENSION	896.00
(10) Aluminum Wheels	1,295.00
ELECTRONIC STABILITY CONTROL	1,490.00
BENDIX (ITERIS) LANE GUIDANCE SYSTEM WITH 15 MINUTE OFF TIMEOUT, Safety DIRECT AND VIDEO CAPTURE	\$ 2,305.00
BENDIX SMARTIRE TIRE PRESSURE MONITORING SYSTEM WHEEL/RIM MOUNTED SENSORS, TIRE MOUNTER INSTALLED 1,200 + 4.6% 55.00	<u>1,255.00</u>
Revised Total	\$ 126,679.00



CCD SW Cascadia Tractor

Configuration # 3		\$ 127,593.00
DETROIT 14,700# Steer Axle	675 + 4.6% 31	706.00
Driver Controlled Locking Differentials	1,334 + 4.6% 61	1,395.00
Enhanced Stability Control & Advisor	1,546 + 4.6% 71	1,617.00
46,000# Airliner Suspension		(1,400.00)
Hood Mirrors		212.00
(2) Frame MTD Chain Hangers		1,054.00
Stainless Steel ¼ Fenders		927.00
Air Hose at Driver Seat		96.00
Wet Line Kit for Walking Floor Trailer		14,832.00
(10) Aluminum Wheels		1,295.00
5 Years Virtual Technician		288.00
Orange Seat Belts		Included

Safety Options



**DETROIT ASSURANCE 5.0 COLLISION MITIGATION SYSTEM,
ADAPTIVE CRUISE CONTROL, W HEADWAY CONTROL \$ 4,324.00**

**DETROIT ASSURANCE 5.0 LANE DEPARTURE WARNING SYSTEM
WITH 15 MINUTE OFF TIMEOUT DASH SWITCH 1,080.00**

DETROIT SIDE GUARD ASSIST 630.00

**BENDIX SMARTIRE TIRE PRESSURE MONITORING SYSTEM
WHEEL/RIM MOUNTED SENSORS, TIRE MOUNTER \$ 1,255.00**

Revised Sale Price 155,904.00



Streets Sweeper

Configuration # 1		\$ 80,497.00
DD8 330 HP	1,500 + 4.6% 69	1,569.00
5 Years Virtual Technician		288.00
23,000 # 2 Speed Rear Axle	3,000 + 4.6% 138	3,138.00
23,000 Air Suspension	1,750 + 4.6% 80	1,830.00
Passenger Air Seat		552.00
Dual Steer Conversion	11,875 + 4.6% 546	<u>12,421.00</u>
Revised Total		\$ 100,295.00

Time and Distance Tables

1.1 Freightliner Level II (Factory Released On or After 01/07/2013)

Level II coverage is not available for vehicles in this vocation:		Mining	
Category Determinants			
Road Surface - most severe in-transit between sites	Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil		
	Models with limitations: Columbia, Century, or Coronado - Up to 10% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock		
Gross Combined Weight Rating	140,000 lb/63 505 kg or less		
	-Doubles on NY turnpikes are rated 143,000 lb -Doubles on FL turnpikes are rated 147,000 lb		
Axles and Manufacturer's Gross Vehicle Weight Rating			
2-Axle Unit	49,000 lb/21 000 kg or less		
3-Axle Unit	69,000 lb/31 000 kg or less		
4-Axle Unit	89,000 lb/40 000 kg or less		
5-Axles or More	98,000 lb/44 452 kg or less		
Coverage ¹			
Description		Time ²	Distance ²
Basic Vehicle		1 Year	100,000 mi/161 000 km
Battery		1 Year	100,000 mi/161 000 km
Brightwork		6 Months	Unlimited
Cab Corrosion/Perforation		5 Years	Unlimited
Cab Structure		3 Years	150,000 mi/241 000 km
Corrosion		6 Months	Unlimited
Crossmembers		5 Years	300,000 mi/483 000 km
Emission Regulations ³			
Diesel Emission 2010 ⁴		5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)		5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ Tire (File Direct)		2 Years	24,000 mi/38 400 km
Frame Rails		5 Years	300,000 mi/483 000 km
Front/Steer Axle ⁶			
Detroit ⁷		2 Years	Unlimited
Non-Detroit		2 Years	100,000 mi/161 000 km
Paint		1 Year	100,000 mi/161 000 km
Paint, Chassis		6 Months	Unlimited
Rear Axle ⁸			
Detroit ⁷		2 Years	Unlimited
Non-Detroit		2 Years	100,000 mi/161 000 km
Transfer Case		2 Years	100,000 mi/161 000 km

DISCLAIMER: Failure to read or distribute this information does not provide exemption from compliance with the information contained herein. Specifications are subject to change without notice. Intended for general information only, not offered as customer's Warranty.

Coverage ¹		
Description	Time ²	Distance ²
Transmission ⁹		
Detroit DT-12 ⁷	5 Years	750,000 mi/1 200 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km

¹ Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

² Time or distance, whichever comes first.

³ See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

⁴ Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁵ Applies to models 2013 and later domiciled in the United States and Canada.

⁶ Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁷ Access Detroit parchments at *DTNACONnect > Warranty Lit > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

⁸ Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁹ Customers will have only one (1) type of transmission coverage, either Detroit or non-Detroit, depending on how the unit is spec'd.

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1.2 Freightliner Level II (Factory Released Prior to 01/07/2013)

Level II coverage is not available for vehicles in this vocation:		Mining	
Category Determinants			
Road Surface - most severe in-transit between sites		Up to 30% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock; maintained dirt or soft soil	
		Models with limitations: Columbia, Century, or Coronado - Up to 10% off-highway rough, maintained concrete/asphalt; maintained gravel/crushed rock	
Gross Combined Weight Rating		140,000 lb/63 505 kg or less -Doubles on NY turnpikes are rated 143,000 lb -Doubles on FL turnpikes are rated 147,000 lb	
Axles and Manufacturer's Gross Vehicle Weight Rating			
2-Axle Unit		46,000 lb/20 865 kg or less	
3-Axle Unit		66,000 lb/29 937 kg or less	
4-Axle Unit		86,000 lb/39 008 kg or less	
5-Axles or More		98,000 lb/44 452 kg or less	
Coverage ¹			
Description		Time ²	Distance ²
Basic Vehicle		1 Year	100,000 mi/161 000 km
Battery		1 Year	100,000 mi/161 000 km
Brightwork		6 Months	Unlimited
Cab Corrosion/Perforation		5 Years	Unlimited
Cab Structure		3 Years	150,000 mi/241 000 km
Corrosion		6 Months	Unlimited
Crossmembers		5 Years	300,000 mi/483 000 km
Emission Regulations ³			
Diesel Emission 2010 ⁴		5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)		5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ Tire (File Direct)		2 Years	24,000 mi/38 400 km
Frame Rails		5 Years	300,000 mi/483 000 km
Front/Steer Axle ⁶			
Detroit ⁷		2 Years	Unlimited
Non-Detroit		2 Years	100,000 mi/161 000 km
Paint		1 Year	100,000 mi/161 000 km
Paint, Chassis		6 Months	Unlimited
Rear Axle ⁸			
Detroit ⁷		2 Years	Unlimited
Non-Detroit		2 Years	100,000 mi/161 000 km
Transfer Case		2 Years	100,000 mi/161 000 km

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Coverage ¹		
Description	Time ²	Distance ²
Transmission ⁹		
Detroit DT-12 ⁷	5 Years	750,000 mi/1 200 000 km
Non-Detroit	2 Years	100,000 mi/161 000 km

¹ Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

² Time or distance, whichever comes first.

³ See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

⁴ Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁵ Applies to models 2013 and later domiciled in the United States and Canada.

⁶ Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁷ Access Detroit parchments at *DTNACONnect > Warranty Lit > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

⁸ Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁹ Customers will have only one (1) type of transmission coverage, either Detroit or non-Detroit, depending on how the unit is spec'd.

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Coverage Descriptions

Based on a unit's specifications, New Product Limited Warranty (Warranty) coverage applies. For unit-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Check Info/Check Coverage* screen in Online Warranty Link (OWL). Use time and distance tables in conjunction with the coverage description paragraphs; if a coverage is applicable, it will be included as a row in the table.

2.1 Axles

Front/Steer Axle

Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage includes all axle components supplied/manufactured by Detroit Diesel Corporation (Detroit). Warrantable components could include, but not be limited to, I-beam, steering knuckles, differential on drive steer axle, spindles, tie rod ends, kingpins, kingpin bearings, and steering arms. *Excluded components could include, but not be limited to, wheel end equipment and steering linkage components.*

Non-Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage applies to factory-installed axles and includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings, and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, driveline(s), U-joints, kingpin bushings, kingpin seals, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

Rear Axle

Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage includes all axle components supplied/manufactured by Detroit. Warrantable components could include, but not be limited to, axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excluded components could include, but not be limited to, suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

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Non-Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage applies to factory-installed axles and includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, driveline(s), U-joints, attaching hardware, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

2.2 Basic Chassis/Vehicle

Note: Basic Chassis applies to Freightliner Custom Chassis Corporation (FCCC) products; Basic Vehicle applies to Freightliner, Western Star, and Thomas Built Bus (TBB) products.

Coverage includes all factory-installed components of the chassis/vehicle that are not excluded elsewhere in the Warranty or described as having a different time, or distance, or hours, or listed separately on each new vehicle coverage table. See the Warranty Manual for a complete list of exceptions and exclusions. Also excluded are components warranted directly by component manufacturer.

2.3 Batteries

Standard Battery

Coverage includes Alliance* and NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed auxiliary power unit (APU) battery assemblies. *Excludes non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

Cranking Battery Only

Coverage includes Alliance* or NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Cranking battery warranty includes factory-installed cranking (starter) battery assemblies only. *Excludes APU battery assemblies, non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

Auxiliary Battery Only

Coverage includes Alliance* or NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Auxiliary battery warranty includes factory-installed APU battery assemblies only. *Excludes cranking (starter) battery assemblies, non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

*Detroit brand batteries of the same group and amperage are interchangeable with Alliance brand batteries and carry the same coverage period.

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2.4 Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to backside of bumpers, and concealed or inner surfaces.*

2.5 Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to paint such as chips or scratches.*

2.6 Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes, sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

2.7 Corrosion

Coverage includes Warranty against corrosion to any metal or metal alloy part of the vehicle.

Excludes:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance
- Corrosion due to ocean spray
- Corrosion due to environmental damage, including airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions, or other acts of nature
- Corrosion due to damage caused by high-pressure washing
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums

2.8 Cowl Corrosion

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to the paint such as chips or scratches.*

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2.9 Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components (e.g., hood hinges, latches, guides, or other mounting hardware).*

2.10 Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

2.11 Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

2.12 Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items attached with either conventional or huck bolts.*

2.13 Glider

A glider is a vehicle that may be ordered without major components. Coverage includes all components identified on the build specification.

2.14 Hybrid Transmission - Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior to repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the Parts Distribution Centers (PDCs) due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, AC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please reference Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

2.15 Paint (Body, Cab, Cowl)

Body Paint

Coverage includes all factory-painted exterior body surfaces and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

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Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

2.16 Paint (Chassis)

Coverage includes all factory-painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, powertrain components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, attaching brackets and hardware, and defects such as peeling or non-adhesion. *Excludes U-joints and any damages to paint or painted surface such as chips and scratches.*

2.17 Towing/Roadside Assistance

Coverage may include emergency roadside assistance or towing to the nearest Authorized Service Facility for a warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. Verify coverage on the *Coverage Information* screen in OWL; coverage will display as a separate category. If the customer requests towing to a location beyond the distance to the nearest Authorized Service Location, the customer will be responsible for the additional charges.

2.18 Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, power take-offs (PTOs), airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

2.19 Transmission

Detroit

Coverage includes all transmission components supplied/manufactured by Detroit. *Excludes maintenance items.*

Non-Detroit

Coverage does not include Allison transmissions or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

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New Product Limited Warranty Statements

The following section outlines standard Limited Warranty (Warranty) statements for all new Daimler Trucks North America LLC (DTNA; Company) products sold by DTNA and domiciled in the USA (50 states and Washington, D.C.) and Canada. As necessary, information below may be divided by DTNA product type (vehicle and powertrain components); this information is also included in the applicable Owner's Warranty Information Booklet.

Based on a product's specifications, Warranty coverage varies. For product-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Coverage Information* screen in the OWL. General time/distance amounts and coverage descriptions are available by DTNA brand at *DTNAConnect > Warranty Lit > Other Warranty Documents > [Coverages](#)*.

3.1 New Vehicle Limited Warranty Statement

Under this New Vehicle Limited Warranty, DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable Warranty period, subject to certain limitations and exclusions as specified in this document.

This Limited Warranty applies only to new vehicles sold by an Authorized DTNA Service Location or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the Warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

DTNA reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

3.2 New Powertrain Component Statements

Engine components are covered by two types of warranties, the standard Limited Warranty and the Emission Control Systems Warranty, a requirement of the U.S. (Federal) Clean Air Act and Canada Motor Vehicle Safety Act. Axle and transmission components are covered by the standard Limited Warranty.

New Powertrain Component Limited Warranty

The New Product Limited Warranty covers product repairs to correct any malfunction occurring during the Warranty period resulting from defects in material or workmanship. This Limited Warranty applies to the first retail purchaser and subsequent retail owners during the applicable Warranty period of new powertrain components manufactured by Detroit Diesel and/or supplied by Detroit Diesel or Detroit Diesel of Canada Limited (all which are collectively referred to as Detroit), subject to certain limitations and exclusions as specified in this document.

The Warranty period begins on the date the product is delivered to the first retail purchaser or put in use prior to sale at retail, whichever occurs first, and ends at the specified time or distance limits.

The cost of service supplies which are not reusable due to needed repairs is covered by this Warranty. Reasonable towing costs to the nearest authorized service facility are covered when due to warrantable failure, the powertrain component is either inoperable, cannot be safely operated, or continued operation would cause further damage to the product. Detroit will pay reasonable travel expenses for the repairing mechanic to travel to and from the repair site.

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Engine Major Component Warranty Coverage

Engine major component(s) are covered 100%, which includes the cost to repair or replace only the failed major component. Engine major components include cylinder block/head casting, crankshaft, camshaft, main bearing bolts, flywheel housing, connecting rod assemblies, oil cooler housing, water pump housing, and air inlet housing.

DTNA will pay for the cost of any major component which is progressively damaged by the failure of another major component during the Warranty period. Review the new engine Warranty parchment for specific coverages.

Engines used in the on-highway application carry longer coverage on major components:

- MBE4000, Series 60, DD13, DD15, DD16 diesel fueled engines in on-highway applications (on-highway refers to a truck or coach designed and used to carry passengers and/or cargo, primarily on streets or paved highways)

Emission Control Systems Warranty

For detailed information about product compliance with U.S. and Canadian law regarding design, build, and equipment, see the [Emission Regulations](#) section. Please note that emission-related components no longer covered under the Limited Warranty described above may still be covered under the Emission Control Systems Warranty.

Certified Engines and Engine Parts

The Warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator prior to sale at retail, on the date the vehicle is first placed in such service. Emission related defects in the genuine Company components listed in the [Emission Regulations](#) section, including reasonable related diagnostic costs, are covered by this Warranty.

Covered components and component terminology varies from engine to engine. Some scheduled maintenance is required (refer to the Owner's Emission Control Maintenance Service Chart which is included in the Warranty Information booklet). Please check the specific Warranty Information Booklet to determine which components are covered by the emissions control systems warranty.

Service Locations should refer to the applicable Engine Warranty Information booklet to determine if a particular component is covered by the Emission Control Systems Warranty, as the components covered differ on each engine type as well as from year to year.

3.3 Limitations

This Warranty does not apply to products that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company Warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory, or otherwise including, but not limited to, any Warranty of merchantability or fitness for a particular purpose.

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THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company, within the applicable Warranty period, of any failure of the product to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the unit to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable Warranty period. During New Product coverage, Warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The product must be maintained and serviced according to the prescribed schedules outlined in the Driver's/ Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that 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.

3.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

3.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE PRODUCT AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF PRODUCT USE.

3.6 Emission Regulations

Vehicles and engines are designed, built, and equipped so as to conform, at the time of sale, with applicable regulations of the U.S. (Federal) Environmental Protection Agency (EPA), Emission Regulations under the Canada Motor Vehicle Safety Act in Canada, and the California Air Resources Board. Engines and vehicles are free from defects in material and workmanship which cause the engine to fail to conform with those regulations for the Warranty period. The Warranty period is 100,000 miles or five (5) years of engine operation, whichever occurs

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first, or the New Product Warranty, if the product warranty is longer for all emission-related components except tires and 24,000 miles or two (2) years, whichever occurs first, for the tires.

The Warranty obligations are not dependent upon the use of any particular brand of replacement parts. The Owner may elect to use non-Genuine Company Parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems. If other than Genuine Company Parts are used for maintenance replacements or for the repair of components affecting emission controls, the Owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to Genuine Company Parts in performance and durability.

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

Warranted Components					
Unless otherwise noted, the Warranty period is 5 years/100,000 miles, whichever occurs first, or the New Product Warranty, if the product Warranty is longer for all emission-related components except tires.					
Components¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed³	DTNA Installed	Detroit Engine	DTNA Installed⁴
Aerodynamic Roof Fairings					X
Aerodynamic Roof Fairings (Adjustable Height)					X
Aerodynamic Side Fairings					X
Aftertreatment System (ATS) Aftertreatment Control Module (ACM)	X			X	
ATS Aftertreatment Device (ATD) Wiring Harness	X			X	
ATS Diesel Exhaust Fluid (DEF) Coolant Supply Valve & DEF Coolant Lines		X			
ATS DEF Pump	X			X	
ATS DEF Fuel Rail Pressure Sensor	X			X	
ATS DEF Fuel Pressure Sensor (Low)	X			X	
ATS DEF Low Dosing Unit	X			X	
ATS DEF System Air Pressure Regulator & Associated Air Lines		X			
ATS DEF System Chassis Interface Harness		X			
ATS DEF Tank		X			
ATS DEF Tank DEF Level Gauge		X			
ATS DEF Tank DEF Temperature Sensor		X			
ATS DEF Tank Heater Tubing		X			
ATS DEF Temperature Sensor NOX Sensors	X			X	

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
ATS Diesel Oxidation Catalyst (DOC) Inlet Temperature Sensor	X			X	
ATS DOC Outlet Temperature Sensor	X			X	
ATS Diesel Particulate Filter (DPF) Inlet Pressure Sensor	X			X	
ATS DPF Outlet Pressure Sensor	X			X	
ATS DPF Outlet Temperature Sensor	X			X	
ATS Doser Block Assembly	X			X	
ATS Electrically-Heated DEF Lines		X			
ATS Fuel Doser Valve	X			X	
ATS Oxidation Catalyst	X			X	
ATS Particulate Filter	X			X	
ATS Selective Catalytic Reduction (SCR) Catalyst	X			X	
Air Cleaner (Excludes Filter Element)			X		
Air Conditioning Component Leakage (Applies to Tractors Only)					X
Air Intake Pipes			X		
Air Intake Resonator			X		
Ambient Air Temperature (AAT) Sensor					X
Automatic Engine Shutdown Timer					X
Cam Sensor			X		
Camshaft Position Sensor	X			X	
Catalytic Converter			X		
Charge Air Cooler		X			
Charge Air Cooler Outlet Sensor	X			X	
Coolant Outlet Temperature Sensor	X			X	
Coolant Sensor			X		
Crank Sensor			X		
Crankshaft Position Sensor	X			X	
Data Link Connector		X	X		X
Delta P Sensor	X			X	

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Engine Coolant Temp Sensor			X		
Engine Control Module (ECM)			X		
Evap Canister & Evap Canister Vent Solenoid			X		
Exhaust Gas Piping from the Turbocharger out to the Last ATD		X			
Exhaust Gas Recirculation (EGR) Cooler	X			X	
EGR Valve & Actuator	X			X	
Exhaust Manifold & Exhaust Manifold Gaskets			X		
Exhaust Pipes (Between Exhaust Manifold & Catalyst)			X		
Fuel Injectors	X		X	X	
Fuel Lines			X		
Fuel Rail			X		
Fuel Tank			X		
Fuel Tank Fairings					X
Fuel Tank Pressure Sensor			X		
Fuel Temperature Sensor	X			X	
Gap Reducing Fairings					X
Gas Cap			X		
High Pressure Fuel Pump	X			X	
Ignition Coils			X		
Intake Manifold Pressure Sensor	X			X	
Intake Manifold Temperature Sensor	X			X	
Intake Throttle Valve & Adaptor	X			X	
Knock Sensors			X		
Malfunction Indicator Lamp (MIL)		X	X		X
Manifold Absolute Pressure (MAP) Sensor			X		
Mass Air Flow Sensor			X		
Motor Control Module (MCM)	X			X	
Oxygen (O ₂) Sensors			X		
Oil Fill Cap			X		

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Oil Temperature Sensor	X			X	
Positive Crankcase Ventilation (PCV) Hose (Engine to Air Intake Pipe)			X		
Purge Control Valve			X		
Side Extenders					X
Spark Plugs ⁵			X		
Spark Plug Wires			X		
Temperature-Barometric Air Pressure Sensor					X
Throttle Body			X		
Throttle Pedal			X		
Tires ⁶					X
Transmission Control Module			X		
Transmission Speed Sensor			X		
Turbo Speed Sensor	X			X	
Turbocharger	X			X	
Vapor Lines			X		
Vehicle Speed Limiter					X
Vehicle Speed Sensor (Transmission Main Shaft)		X			X
Wait to Start Indicator/Lamp					X

¹ Per California Emission Control Systems Warranty Statement, DTNA must warrant the emission control system components for the vehicle in accordance with either Diesel Emission 2010 or Gasoline Evaporative Emission 2011, whichever is applicable.

² Coverage period is 5 years/50,000 miles (80 500 km), whichever occurs first.

³ The following are excluded under Emissions coverage but are covered under standard New Vehicle Warranty coverage:

- ATS ACM Mounting Bracket and Protective Cover
- DEF Tank Mounting Brackets/Hardware
- DEF Pump Mounting and Protective Cover

⁴ Diesel Emission 2010 components and emission-related defects in the marked components listed are included in this coverage. Coverage duration:

- Spark-ignition vehicles and light heavy-duty vehicles – 5 years/50,000 miles (80 500 km), whichever occurs first
- Medium and heavy heavy-duty vehicles – 5 years/100,000 miles (161 000 km), whichever occurs first

⁵ Spark plugs are warranted under Basic Chassis coverage or until the first required maintenance, whichever comes first.

⁶ Coverage period is 2 years/24,000 miles, whichever occurs first.

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3.7 Coverage Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

Note: Parts found defective prior to installation must be filed as a Parts Adjustment Request (PAR) to the PDC.

Aerodynamic Wheel Covers

Aerodynamic wheel covers are excluded from coverage under Warranty.

Air Springs

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned, or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under Warranty.

Alignment of Axles/Wheels/Steering Wheel

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to DTNA specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under Warranty.

Any special alignment settings at the request of the Owner must be handled between the service location and Owner after delivery from factory. These special adjustments are not covered under Warranty.

Axle Breather Vents

During the manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

Cab Interior Components

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

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Chrome Surfaces, Aluminum, and Stainless Steel Components

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust (e.g., rust on the unfinished backside of a bumper)
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

Clutch Adjustment

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, product in-service, a claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as Warranty).

Competition

Warranty will become void on any product that is used in competition including, but not limited to:

- Racing
- Tractor pulls
- Other motor sports

Consumable Parts

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000 km) for all DTNA vehicles except TBB bodies and chassis. TBB consumable parts are covered up to 30 calendar days from the date of in-service. These items are:

- Antennas (exception: satellite radio antennas)
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly

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- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Flash tubes
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas
- Light bulbs*
- Lower center bumper air dam
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-dryer filter
- Trailer air hoses
- Trailer electrical cables
- Windshield washer nozzles
- Wiper arms and blades (TBB makes - wiper blades only)

** Sealed light and LED assemblies are not considered consumable.*

The cost of consumable parts which are not reusable due to needed warrantable repairs is covered by this Warranty; examples include but are not limited to:

- Antifreeze
- Coolant
- Filters
- Fluids
- Grease/lubricants
- Oil

Corrosion

Coverage provides Warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company Warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, Aftermarket Parts Warranty, or Extended Service Coverage.

Exclusions to corrosion Warranty include, but are not limited to, the following:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds

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- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance

Damage

The following are not covered under Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to, failure to maintain vehicle as outlined in the Driver's/Operator's and Maintenance Manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents, or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by non-factory approved engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

Engine

Any DTNA engine in a vehicle on which odometer mileage has been changed so the mileage cannot be readily determined is excluded from Warranty.

Non-DTNA engines, including all of its components as supplied by the non-Company engine manufacturer, are excluded from Warranty but are warranted separately by the manufacturer of the engine. For non-DTNA engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

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Engine Brakes, Air Compressors, and Other Proprietary Engine Components

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jake Brake® component must be filed directly to the engine manufacturer.

Failures on Company engines and non-proprietary engine components can be filed through DTNA.

Exhaust System Clamps

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under Warranty.

Fifth Wheels

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

Glass, Mirrors, Lens

Conditions excluded from Warranty include but are not limited to:

- Breakage
- Chips
- Scratches
- Cracks

Initial Operating Period

During a vehicle's Initial Operating Period (IOP), repair on components found loose and included on a scheduled maintenance table may be reimbursed by Company. The IOP for DTNA vehicles is as follows:

Make	IOP ¹
Freightliner, Western Star	Up to 15,000 miles/24 000 km ²
FCCC	Up to 25,000 miles/40 000 km ²
TBB Bodies and TBB Chassis ³	Up to 6 months from in-service date

¹ IOP does not apply to powertrain components.

² The IOP begins at zero (0) distance; the in-service distance does not affect the IOP distance limits.

³ TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

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Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle; associated repairs/adjustments are covered under Basic Warranty unless the distance at which the condition occurs exceeds the published maintenance interval for the component.

- Components included on a scheduled maintenance table that have loosened at a time or distance exceeding the first scheduled maintenance or outside the IOP, whichever is greater, are not covered under Warranty and are the responsibility of the customer.

Components Found Loose and Included on a Scheduled Maintenance Table	Prior to First Scheduled Maintenance	After First Scheduled Maintenance
Within IOP	File Claim	File Claim
Outside IOP	File Claim	Customer Responsibility

- Components that do not appear on scheduled maintenance tables are not subject to IOP limitations and are covered per the applicable coverage and exclusions.

Consumable items are addressed separately from IOP; see [Consumable Parts](#) elsewhere in this section for details.

Exclusions from Warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under Warranty during or after the IOP.
- Claims for re-routing of electrical wiring, hoses, or lines which meet DTNA's routing standards will not be paid under Warranty during or after the IOP. However, if during the IOP, evidence of a potential failure (e.g., rubbing or chaffing that would lead to a short in a wire or a hole in a hose/line) is found where a line, hose, or electrical wiring is mis-installed and is making contact with one of the following, a one-time claim for correcting the routing will be accepted:
 - Hot surface
 - Moving part
 - Sharp edge

Such claims should be filed with *Mis-Installed* as the *Cause* code; digital photos that clearly show evidence of rubbing or chaffing due to mis-installation must be available upon request.

Note: Preventative re-routing for other conditions not listed above is not considered warrantable. However, if a line, hose, or electrical wiring actually fails (i.e., leaks or shorts) due to rubbing or chaffing on any surface, such failures are covered per the applicable coverage and exclusions.

- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, and polishing exterior chromed or painted surfaces are considered as ordering location responsibilities. Claims for these activities will not be paid under Warranty during or after the IOP.

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Misapplication of Product

The Warranty on any product used inconsistent with its specified vocation/application will be downgraded to the Warranty that is consistent with product use. Any and all claims associated with the misapplication of the product will be subject to chargeback.

Miscellaneous Expenses

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under Warranty, unless specifically stated elsewhere in the applicable Warranty coverage. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (e.g., shop rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of service location, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

Modifications to Original Equipment

Company does not warrant product modifications or equipment installations unless performed at a Company Custom Truck Services (CTS) Center. In addition, the extra time necessary to remove body builder-installed items and/or equipment to work on a warrantable repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If service locations or Customers perform any product modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the product Warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

Paint

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning

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- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

Gloss

Gloss claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Truck/Bus Sales Order) will not be covered under Warranty.

Routine Maintenance

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under Warranty one (1) time during the applicable IOP unless excluded above.

Reminder: After the IOP, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from Warranty.

Shipped Loose Items and Components

During the manufacturing process, certain components are normally placed in the cab of the vehicle or strapped down to the chassis. It is the service location's responsibility to mount these shipped loose items in the correct location on the vehicle. Mounting the shipped loose items below will not be covered under Warranty.

These items include, but may not be limited to, the following:

- Aerodynamic wheel covers
 - Exception: Covers on Freightliner Cascadia trucks may be reimbursed
- Antennas
- Chrome lug nut covers
- Decals & paperwork
- Driver's pouch
- Fire extinguishers
- Jacks
- License plate brackets

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- Mattress
- Reflectors with flares
- Reflectors without flares
- Spare wheels/tires
- Tire inflation hoses
- Trailer cables (air/electrical)
- Winter fronts

Tampering/Misuse

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

It is a violation of U.S. federal law to alter the engine, exhaust plumbing, after treatment system, diesel exhaust fluid system, or other vehicle components in any way that would bring the engine/vehicle out of compliance with certification requirements [Ref: 42 U.S.C. §7522(a)(3)]. It is the Owner's responsibility to maintain the vehicle so that it conforms to EPA regulations.

Test Products

Any product(s) used in testing must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any product used in endurance testing, such as the Altoona Test, are void of all Warranty, including but not limited to New Product Warranty, Aftermarket Parts Warranty, Extended Service Coverage, or any Company additional or used truck coverage.

Tires and Tire Balancing

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under Warranty.

Transmissions (Non-Company)

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

Eaton Hybrid transmissions are not covered under this Warranty.

3.8 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired.

To ensure the Owner receives proper Warranty recognition, the ownership information should be updated in OWL.

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3.9 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

3.10 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

3.11 Owner's Responsibilities

DTNA provides Owner's Warranty Information booklets for Company products. When the Owner first receives a Company product, the service location should review the Owner's Warranty Information booklet(s) with the Owner. It is important that the new Owner becomes familiar with the contents about Warranty, parts replacement that affects emission controls, and maintenance service. It is the Owner's responsibility to ensure the product is maintained as outlined in the Driver's/Operator's and Maintenance Manuals and to maintain the vehicle so that it conforms to EPA regulations.

To initiate Warranty, the customer must complete and sign the Warranty Start Form (WAR275); service locations must attach the Warranty Start Form to the *Product Registration* screen in OWL.

As soon as a problem exists, the Owner is responsible for presenting the product to an Authorized Service Location. The Warranty repairs should be completed in a reasonable amount of time. The Owner should also be aware that DTNA may deny Warranty coverage if the product has failed due to abuse, neglect, improper maintenance, or unapproved modifications. DTNA recommends that Owners retain all receipts regarding product maintenance but Company cannot deny Warranty solely for the lack of receipts.

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Time and Distance Tables

1.1 Freightliner Medium Truck

Coverage ¹		
Description	Time ²	Distance ²
Basic Vehicle	2 Years	Unlimited
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	5 Years	Unlimited
Corrosion	6 Months	Unlimited
Crossmembers	5 Years	Unlimited
Emission Regulations ³		
Diesel Emission 2010 ⁴	5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ (Light Heavy Duty Trucks)	5 Years	50,000 mi/80 500 km
GHG14/17 ⁵ (Medium Heavy Duty to Heavy Heavy Duty Trucks/Tractors)	5 Years	100,000 mi/161 000 km
GHG14/17 ⁵ Tire (File Direct)	2 Years	24,000 mi/38 400 km
Frame Rails	5 Years	Unlimited
Front/Steer Axle ⁶		
Detroit ⁷	2 Years	Unlimited
Non-Detroit	2 Years	Unlimited
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Rear Axle ⁸		
Detroit ⁷	2 Years	Unlimited
Non-Detroit	2 Years	Unlimited
Transfer Case	2 Years	Unlimited
Transmission ⁹		
Detroit ⁷	5 Years	750,000 mi/1 200 000 km
Eaton Hybrid	3 Years	150,000 mi/240 000 km
Non-Detroit	2 Years	Unlimited

¹ Because Warranty coverage is determined by a unit's specifications, gross combination weight rating, road surface, and vocation, coverage may vary. For unit-specific coverage, Dealers should enter a product serial number or vehicle identification number on the *Coverage Info* screen in OWL; for customers without access to OWL, see ordering Dealer for more information.

² Time or distance, whichever comes first.

³ See *Emission Regulations* subsection that follows or separate engine owner's manual for regulatory information.

⁴ Applies to vehicles equipped with EPA 2010 compliant diesel engines.

⁵ Applies to models 2013 and later domiciled in the United States and Canada.

⁶ Customers will have only one (1) type of front/steer axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Front axle coverage is also applicable to gliders. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁷ Access Detroit parchments at *DTNACconnect > Warranty Lit > Coverages > Detroit*; for customers without access, see ordering Dealer for more information.

⁸ Customers will have only one (1) type of rear axle coverage, either Detroit or non-Detroit, depending on how the unit is spec'd. Detroit coverage may vary due to vocation, unit specifications, etc.; table shows the minimum coverage possible. For instructions on accessing unit-specific coverage, please see footnote 1 above.

⁹ Customers will have only one (1) type of transmission coverage, depending on how the unit is spec'd.

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Coverage Descriptions

Based on a unit's specifications, New Product Limited Warranty (Warranty) coverage applies. For unit-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Check Info/Check Coverage* screen in Online Warranty Link (OWL). Use time and distance tables in conjunction with the coverage description paragraphs; if a coverage is applicable, it will be included as a row in the table.

2.1 Axles

Front/Steer Axle

Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage includes all axle components supplied/manufactured by Detroit Diesel Corporation (Detroit). Warrantable components could include, but not be limited to, I-beam, steering knuckles, differential on drive steer axle, spindles, tie rod ends, kingpins, kingpin bearings, and steering arms. *Excluded components could include, but not be limited to, wheel end equipment and steering linkage components.*

Non-Detroit

A front/steer axle can be a front powered or non-powered axle. Coverage applies to factory-installed axles and includes I-beam, steering knuckles, differential on drive steer axle, spindles, kingpins, kingpin bearings, and steering arms. *Excludes wheel end equipment, tie rod ends, steering linkage components, driveline(s), U-joints, kingpin bushings, kingpin seals, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Pusher Axle

A pusher axle is a non-driven, weight-bearing axle that can be raised when not required to bear a portion of the load. Since the pusher axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

Rear Axle

Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage includes all axle components supplied/manufactured by Detroit. Warrantable components could include, but not be limited to, axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excluded components could include, but not be limited to, suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, and attaching hardware.*

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Non-Detroit

A rear axle could be a drive, non-drive, or tandem axle. Coverage applies to factory-installed axles and includes axle housing, carrier assembly, differential assembly, power divider, axle shafts, and gaskets and seals. *Excludes suspension and torque rod brackets, tie rod ends, wheel end equipment, wiring, yokes, driveline(s), U-joints, attaching hardware, tag axle(s), pusher axle(s), and any axle installed by a service location or body builder.*

Tag Axle

A tag axle is a non-driven, continuous weight-bearing axle. Since the tag axle can be of many different configurations, Warranty coverage applies to factory-installed axles and includes all components included in the individual build specification of each individual application. *Excludes any axle installed by a service location or body builder.*

2.2 Basic Chassis/Vehicle

Note: Basic Chassis applies to Freightliner Custom Chassis Corporation (FCCC) products; Basic Vehicle applies to Freightliner, Western Star, and Thomas Built Bus (TBB) products.

Coverage includes all factory-installed components of the chassis/vehicle that are not excluded elsewhere in the Warranty or described as having a different time, or distance, or hours, or listed separately on each new vehicle coverage table. See the Warranty Manual for a complete list of exceptions and exclusions. Also excluded are components warranted directly by component manufacturer.

2.3 Batteries

Standard Battery

Coverage includes Alliance* and NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Includes starting battery assemblies and factory-installed auxiliary power unit (APU) battery assemblies. *Excludes non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

Cranking Battery Only

Coverage includes Alliance* or NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Cranking battery warranty includes factory-installed cranking (starter) battery assemblies only. *Excludes APU battery assemblies, non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

Auxiliary Battery Only

Coverage includes Alliance* or NorthStar brand batteries only; claims for all other brands must be submitted directly to the supplier. Auxiliary battery warranty includes factory-installed APU battery assemblies only. *Excludes cranking (starter) battery assemblies, non-Alliance and non-NorthStar brand batteries, battery cables, battery mounting box, and hardware.*

*Detroit brand batteries of the same group and amperage are interchangeable with Alliance brand batteries and carry the same coverage period.

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2.4 Brightwork

Coverage includes all factory-installed components with chrome, polished aluminum, or polished stainless steel surfaces. *Excludes any damage to backside of bumpers, and concealed or inner surfaces.*

2.5 Cab Corrosion/Perforation

Coverage is limited to rust-through or perforation of the cab and integral sleeper structure and sleeper box due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to paint such as chips or scratches.*

2.6 Cab Structure

Coverage includes cab and integral sleeper structural components, structural components of factory-installed sleeper boxes, sheet metal panels, doors, and hoods. *Excludes all bolt-on components including door and hood hinges, latches, guides, and other mounting hardware.*

2.7 Corrosion

Coverage includes Warranty against corrosion to any metal or metal alloy part of the vehicle.

Excludes:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by severe wash solutions, cleaning solvents, detergents, compounds
- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance
- Corrosion due to ocean spray
- Corrosion due to environmental damage, including airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions, or other acts of nature
- Corrosion due to damage caused by high-pressure washing
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums

2.8 Cowl Corrosion

Coverage is limited to rust-through or perforation of the cowl due to corrosion from within. *Excludes all conditions of rust or corrosion that have not resulted in rust-through or perforation as well as surface rust or corrosion caused by non-adhesion and any damage to the paint such as chips or scratches.*

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2.9 Cowl Structure

Coverage includes cowl structural components, sheet metal panels, and hood. *Excludes all bolt-on components (e.g., hood hinges, latches, guides, or other mounting hardware).*

2.10 Crossmembers

Coverage includes crossmembers, gussets, and huck-mounting bolts that attach gussets to crossmembers and gussets/crossmembers to frame rails. *Excludes any bolt-on item attached with either conventional or huck bolts.*

2.11 Driveline

Coverage includes driveshaft tubing, U-joints, yokes, support bearings, and splines.

2.12 Frame Rails

Coverage is limited to breaking or cracking of factory-installed frame rails, frame rail liners, frame rail extensions, and any item(s) factory welded to them. *Excludes all bolt-on items attached with either conventional or huck bolts.*

2.13 Glider

A glider is a vehicle that may be ordered without major components. Coverage includes all components identified on the build specification.

2.14 Hybrid Transmission - Eaton

Eaton requires that only hybrid-authorized dealerships work on units equipped with Eaton hybrid parts. Pre-authorization is required prior to repair of these vehicles in order to obtain technical assistance and a pre-authorization number for replacement parts. Eaton hybrid parts will be shipped directly from Eaton and will not be stocked in the Parts Distribution Centers (PDCs) due to the short shelf life and low volume. The following hybrid parts are covered under this Warranty: power electronics carrier (PEC), motor generator, inverter, AC/DC converter, hybrid control module (HCM), transmission control module (TCM), clutch, and electronic clutch actuator (ECA). Coverage does NOT include oil cooler or cooling systems. Please reference Roadranger Warranty Guide TCWY0900 for more information on complete listing of limits and exclusions, as well as terms and conditions.

2.15 Paint (Body, Cab, Cowl)

Body Paint

Coverage includes all factory-painted exterior body surfaces and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

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Cab Paint

Coverage includes all factory-painted surfaces (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

Cowl Paint

Coverage includes all factory-painted exterior surfaces of cowl structure (except those included in chassis paint coverage) and defects such as orange peel, peeling/delaminating, cracking/checking, or loss of gloss due to cracking, checking, or hazing. *Excludes lack of gloss issues on vehicles painted with low gloss colors; the undersides of hoods and roofs and side mounted air fairings; and any damages to the paint or painted surface such as chips and scratches.*

2.16 Paint (Chassis)

Coverage includes all factory-painted surfaces on frame rails, crossmembers/gussets, front and rear bumpers, suspension components, powertrain components, drivelines, fuel tanks, air tanks, wheel end equipment, tool boxes, battery boxes, access steps, attaching brackets and hardware, and defects such as peeling or non-adhesion. *Excludes U-joints and any damages to paint or painted surface such as chips and scratches.*

2.17 Towing/Roadside Assistance

Coverage may include emergency roadside assistance or towing to the nearest Authorized Service Facility for a warrantable repair in a vehicle-down situation that prevents the safe and lawful operation of the vehicle. Verify coverage on the *Coverage Information* screen in OWL; coverage will display as a separate category. If the customer requests towing to a location beyond the distance to the nearest Authorized Service Location, the customer will be responsible for the additional charges.

2.18 Transfer Case

Coverage includes housing and all internally lubricated parts. *Excludes broken synchronizer pins, power take-offs (PTOs), airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

2.19 Transmission

Detroit

Coverage includes all transmission components supplied/manufactured by Detroit. *Excludes maintenance items.*

Non-Detroit

Coverage does not include Allison transmissions or Eaton Hybrid transmissions. Coverage includes housing and all internally lubricated parts, electric/air shift/control units, valves, gaskets, and seals. *Excludes broken synchronizer pins, PTOs, airlines, gauge, clutch assemblies, driveline(s), and U-joints.*

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New Product Limited Warranty Statements

The following section outlines standard Limited Warranty (Warranty) statements for all new Daimler Trucks North America LLC (DTNA; Company) products sold by DTNA and domiciled in the USA (50 states and Washington, D.C.) and Canada. As necessary, information below may be divided by DTNA product type (vehicle and powertrain components); this information is also included in the applicable Owner's Warranty Information Booklet.

Based on a product's specifications, Warranty coverage varies. For product-specific coverage information (time/distance amounts and component descriptions), enter a product serial number or vehicle identification number (VIN) on the *Coverage Information* screen in the OWL. General time/distance amounts and coverage descriptions are available by DTNA brand at *DTNAConnect > Warranty Lit > Other Warranty Documents > [Coverages](#)*.

3.1 New Vehicle Limited Warranty Statement

Under this New Vehicle Limited Warranty, DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable Warranty period, subject to certain limitations and exclusions as specified in this document.

This Limited Warranty applies only to new vehicles sold by an Authorized DTNA Service Location or ordered directly from DTNA; vehicles sold at auction or as a result of repossession retain the Warranty coverage from the original in-service date or factory invoice date if the vehicle has not been warranty registered.

DTNA reserves the right to reduce or remove coverage on vehicles in salvage condition.

This Warranty covers all components and parts unless specifically covered by other warranties or otherwise excluded by this document.

3.2 New Powertrain Component Statements

Engine components are covered by two types of warranties, the standard Limited Warranty and the Emission Control Systems Warranty, a requirement of the U.S. (Federal) Clean Air Act and Canada Motor Vehicle Safety Act. Axle and transmission components are covered by the standard Limited Warranty.

New Powertrain Component Limited Warranty

The New Product Limited Warranty covers product repairs to correct any malfunction occurring during the Warranty period resulting from defects in material or workmanship. This Limited Warranty applies to the first retail purchaser and subsequent retail owners during the applicable Warranty period of new powertrain components manufactured by Detroit Diesel and/or supplied by Detroit Diesel or Detroit Diesel of Canada Limited (all which are collectively referred to as Detroit), subject to certain limitations and exclusions as specified in this document.

The Warranty period begins on the date the product is delivered to the first retail purchaser or put in use prior to sale at retail, whichever occurs first, and ends at the specified time or distance limits.

The cost of service supplies which are not reusable due to needed repairs is covered by this Warranty. Reasonable towing costs to the nearest authorized service facility are covered when due to warrantable failure, the powertrain component is either inoperable, cannot be safely operated, or continued operation would cause further damage to the product. Detroit will pay reasonable travel expenses for the repairing mechanic to travel to and from the repair site.

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Engine Major Component Warranty Coverage

Engine major component(s) are covered 100%, which includes the cost to repair or replace only the failed major component. Engine major components include cylinder block/head casting, crankshaft, camshaft, main bearing bolts, flywheel housing, connecting rod assemblies, oil cooler housing, water pump housing, and air inlet housing.

DTNA will pay for the cost of any major component which is progressively damaged by the failure of another major component during the Warranty period. Review the new engine Warranty parchment for specific coverages.

Engines used in the on-highway application carry longer coverage on major components:

- MBE4000, Series 60, DD13, DD15, DD16 diesel fueled engines in on-highway applications (on-highway refers to a truck or coach designed and used to carry passengers and/or cargo, primarily on streets or paved highways)

Emission Control Systems Warranty

For detailed information about product compliance with U.S. and Canadian law regarding design, build, and equipment, see the [Emission Regulations](#) section. Please note that emission-related components no longer covered under the Limited Warranty described above may still be covered under the Emission Control Systems Warranty.

Certified Engines and Engine Parts

The Warranty period shall begin on the date the vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator prior to sale at retail, on the date the vehicle is first placed in such service. Emission related defects in the genuine Company components listed in the [Emission Regulations](#) section, including reasonable related diagnostic costs, are covered by this Warranty.

Covered components and component terminology varies from engine to engine. Some scheduled maintenance is required (refer to the Owner's Emission Control Maintenance Service Chart which is included in the Warranty Information booklet). Please check the specific Warranty Information Booklet to determine which components are covered by the emissions control systems warranty.

Service Locations should refer to the applicable Engine Warranty Information booklet to determine if a particular component is covered by the Emission Control Systems Warranty, as the components covered differ on each engine type as well as from year to year.

3.3 Limitations

This Warranty does not apply to products that are sold or domiciled outside of the United States (50 states and Washington, D.C.) or Canada.

This Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by Company and that are warranted directly by their respective manufacturers. Progressive damage caused by these manufacturers' components to any other parts including, but not limited to, parts installed by Company is excluded from Company warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory or otherwise including, but not limited to, parts installed by Company is excluded from Company Warranty coverage. With respect to the foregoing, Company makes no Warranty whether express, implied, statutory, or otherwise including, but not limited to, any Warranty of merchantability or fitness for a particular purpose.

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THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES OR CONDITIONS PROVIDED FOR BY LAW, WHETHER STATUTORY OR OTHERWISE.

COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, ANY DEFECTIVE COMPONENT OR PART. SUCH REPAIR OR REPLACEMENT SHALL BE WITHOUT COST TO PURCHASER WHEN PERFORMED WITHIN THE APPLICABLE WARRANTY PERIOD (TIME, DISTANCE, OR HOUR LIMIT, WHICHEVER OCCURS FIRST).

Purchaser must notify Company, within the applicable Warranty period, of any failure of the product to comply with this Warranty and Purchaser must, at Purchaser's expense, promptly return the unit to an Authorized Service Facility for inspection and repair or replacement of any defect in material or workmanship occurring within the applicable Warranty period. During New Product coverage, Warranty reimbursement will not be paid on repairs performed by customers on their own vehicles without a current Customer Performed Warranty Agreement (CPWA).

The product must be maintained and serviced according to the prescribed schedules outlined in the Driver's/ Operator's and Maintenance Manuals. Receipted bills and other evidence showing that required maintenance and service have been performed are required by Company as a condition of this Warranty.

After the Company's obligations under this Warranty expire, all liabilities of Company to Purchaser under this Warranty shall terminate. Repairs made under this Warranty do not constitute an extension of the original Warranty period for the vehicle or for any specific component or part.

To the extent that 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.

3.4 Purchaser's Exclusive Remedy

THIS WARRANTY SHALL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST COMPANY, WHETHER IN CONTRACT, UNDER STATUTE (INCLUDING STATUTORY PROVISIONS AS TO CONDITIONS AS TO QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF GOODS SUPPLIED PURSUANT TO THE CONTRACT OF SALE), WARRANTY, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

3.5 Limitation of Liability

COMPANY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST TO REPAIR OR REPLACE, IN COMPANY'S SOLE DISCRETION, THE DEFECTIVE COMPONENT OR PART THAT IN NO EVENT SHALL EXCEED THE FAIR MARKET VALUE OF THE PRODUCT AT THE TIME THE DEFECT IS DISCOVERED.

IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, INJURIES TO PERSONS OR DAMAGE TO PROPERTY, LOSS OF PROFITS OR ANTICIPATED PROFITS, OR LOSS OF PRODUCT USE.

3.6 Emission Regulations

Vehicles and engines are designed, built, and equipped so as to conform, at the time of sale, with applicable regulations of the U.S. (Federal) Environmental Protection Agency (EPA), Emission Regulations under the Canada Motor Vehicle Safety Act in Canada, and the California Air Resources Board. Engines and vehicles are free from defects in material and workmanship which cause the engine to fail to conform with those regulations for the Warranty period. The Warranty period is 100,000 miles or five (5) years of engine operation, whichever occurs

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first, or the New Product Warranty, if the product warranty is longer for all emission-related components except tires and 24,000 miles or two (2) years, whichever occurs first, for the tires.

The Warranty obligations are not dependent upon the use of any particular brand of replacement parts. The Owner may elect to use non-Genuine Company Parts for replacement purposes. Use of replacement parts which are not of equivalent quality may impair the effectiveness of emission control systems. If other than Genuine Company Parts are used for maintenance replacements or for the repair of components affecting emission controls, the Owner should assure himself/herself that such parts are warranted by their manufacturer to be equivalent to Genuine Company Parts in performance and durability.

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

Warranted Components					
Unless otherwise noted, the Warranty period is 5 years/100,000 miles, whichever occurs first, or the New Product Warranty, if the product Warranty is longer for all emission-related components except tires.					
Components¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed³	DTNA Installed	Detroit Engine	DTNA Installed⁴
Aerodynamic Roof Fairings					X
Aerodynamic Roof Fairings (Adjustable Height)					X
Aerodynamic Side Fairings					X
Aftertreatment System (ATS) Aftertreatment Control Module (ACM)	X			X	
ATS Aftertreatment Device (ATD) Wiring Harness	X			X	
ATS Diesel Exhaust Fluid (DEF) Coolant Supply Valve & DEF Coolant Lines		X			
ATS DEF Pump	X			X	
ATS DEF Fuel Rail Pressure Sensor	X			X	
ATS DEF Fuel Pressure Sensor (Low)	X			X	
ATS DEF Low Dosing Unit	X			X	
ATS DEF System Air Pressure Regulator & Associated Air Lines		X			
ATS DEF System Chassis Interface Harness		X			
ATS DEF Tank		X			
ATS DEF Tank DEF Level Gauge		X			
ATS DEF Tank DEF Temperature Sensor		X			
ATS DEF Tank Heater Tubing		X			
ATS DEF Temperature Sensor NOX Sensors	X			X	

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
ATS Diesel Oxidation Catalyst (DOC) Inlet Temperature Sensor	X			X	
ATS DOC Outlet Temperature Sensor	X			X	
ATS Diesel Particulate Filter (DPF) Inlet Pressure Sensor	X			X	
ATS DPF Outlet Pressure Sensor	X			X	
ATS DPF Outlet Temperature Sensor	X			X	
ATS Doser Block Assembly	X			X	
ATS Electrically-Heated DEF Lines		X			
ATS Fuel Doser Valve	X			X	
ATS Oxidation Catalyst	X			X	
ATS Particulate Filter	X			X	
ATS Selective Catalytic Reduction (SCR) Catalyst	X			X	
Air Cleaner (Excludes Filter Element)			X		
Air Conditioning Component Leakage (Applies to Tractors Only)					X
Air Intake Pipes			X		
Air Intake Resonator			X		
Ambient Air Temperature (AAT) Sensor					X
Automatic Engine Shutdown Timer					X
Cam Sensor			X		
Camshaft Position Sensor	X			X	
Catalytic Converter			X		
Charge Air Cooler		X			
Charge Air Cooler Outlet Sensor	X			X	
Coolant Outlet Temperature Sensor	X			X	
Coolant Sensor			X		
Crank Sensor			X		
Crankshaft Position Sensor	X			X	
Data Link Connector		X	X		X
Delta P Sensor	X			X	

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Engine Coolant Temp Sensor			X		
Engine Control Module (ECM)			X		
Evap Canister & Evap Canister Vent Solenoid			X		
Exhaust Gas Piping from the Turbocharger out to the Last ATD		X			
Exhaust Gas Recirculation (EGR) Cooler	X			X	
EGR Valve & Actuator	X			X	
Exhaust Manifold & Exhaust Manifold Gaskets			X		
Exhaust Pipes (Between Exhaust Manifold & Catalyst)			X		
Fuel Injectors	X		X	X	
Fuel Lines			X		
Fuel Rail			X		
Fuel Tank			X		
Fuel Tank Fairings					X
Fuel Tank Pressure Sensor			X		
Fuel Temperature Sensor	X			X	
Gap Reducing Fairings					X
Gas Cap			X		
High Pressure Fuel Pump	X			X	
Ignition Coils			X		
Intake Manifold Pressure Sensor	X			X	
Intake Manifold Temperature Sensor	X			X	
Intake Throttle Valve & Adaptor	X			X	
Knock Sensors			X		
Malfunction Indicator Lamp (MIL)		X	X		X
Manifold Absolute Pressure (MAP) Sensor			X		
Mass Air Flow Sensor			X		
Motor Control Module (MCM)	X			X	
Oxygen (O ₂) Sensors			X		
Oil Fill Cap			X		

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Components ¹	Diesel Emission 2010		Gasoline Evaporative Emission 2011 ²	Greenhouse Gas (GHG) 14/17	
	Detroit Engine	DTNA Installed ³	DTNA Installed	Detroit Engine	DTNA Installed ⁴
Oil Temperature Sensor	X			X	
Positive Crankcase Ventilation (PCV) Hose (Engine to Air Intake Pipe)			X		
Purge Control Valve			X		
Side Extenders					X
Spark Plugs ⁵			X		
Spark Plug Wires			X		
Temperature-Barometric Air Pressure Sensor					X
Throttle Body			X		
Throttle Pedal			X		
Tires ⁶					X
Transmission Control Module			X		
Transmission Speed Sensor			X		
Turbo Speed Sensor	X			X	
Turbocharger	X			X	
Vapor Lines			X		
Vehicle Speed Limiter					X
Vehicle Speed Sensor (Transmission Main Shaft)		X			X
Wait to Start Indicator/Lamp					X

¹ Per California Emission Control Systems Warranty Statement, DTNA must warrant the emission control system components for the vehicle in accordance with either Diesel Emission 2010 or Gasoline Evaporative Emission 2011, whichever is applicable.

² Coverage period is 5 years/50,000 miles (80 500 km), whichever occurs first.

³ The following are excluded under Emissions coverage but are covered under standard New Vehicle Warranty coverage:

- ATS ACM Mounting Bracket and Protective Cover
- DEF Tank Mounting Brackets/Hardware
- DEF Pump Mounting and Protective Cover

⁴ Diesel Emission 2010 components and emission-related defects in the marked components listed are included in this coverage. Coverage duration:

- Spark-ignition vehicles and light heavy-duty vehicles – 5 years/50,000 miles (80 500 km), whichever occurs first
- Medium and heavy heavy-duty vehicles – 5 years/100,000 miles (161 000 km), whichever occurs first

⁵ Spark plugs are warranted under Basic Chassis coverage or until the first required maintenance, whichever comes first.

⁶ Coverage period is 2 years/24,000 miles, whichever occurs first.

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3.7 Coverage Exclusions

The following components, parts, or conditions are specifically excluded from coverage under this Warranty.

Note: Parts found defective prior to installation must be filed as a Parts Adjustment Request (PAR) to the PDC.

Aerodynamic Wheel Covers

Aerodynamic wheel covers are excluded from coverage under Warranty.

Air Springs

Tolerance buildup can occur during the assembly process of the rear suspension and rear cab air springs, and can cause the springs to have the appearance of being crooked, misaligned, or improperly installed. This tolerance buildup is not detrimental to the operation of the vehicle and will not have an effect on either the quality of the ride or the durability of the components or vehicle. Straightening of these springs is not covered under Warranty.

Alignment of Axles/Wheels/Steering Wheel

Each DTNA vehicle manufacturing plant uses an integrated alignment system to align axles and wheels and to center the steering wheel to DTNA specifications. Realignment or readjustment of these items, including steering stops and steering poppets, is not covered under Warranty.

Any special alignment settings at the request of the Owner must be handled between the service location and Owner after delivery from factory. These special adjustments are not covered under Warranty.

Axle Breather Vents

During the manufacturing process, an oil run or drip stain may appear at the breather vent. Removing the vent, applying pipe sealant to the threaded vent fitting and re-installing the vent is unnecessary. Removing the axle breather vent and re-sealing the threaded fitting is not covered under this Warranty.

Cab Interior Components

The repair or replacement of cab interior components that are rendered unserviceable due to normal wear or abuse are not covered under this Warranty.

These components include, but are not limited to:

- Curtains
- Floor coverings (including floor mats)
- Painted trim components
- Steering wheel
- Steering wheel wrap
- Upholstery
- Window shades

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Chrome Surfaces, Aluminum, and Stainless Steel Components

The following items ARE covered under this Warranty:

- Chrome peeling off in sheets
- Chrome cut at mounting bolts due to over-torque at the factory
- Bubbles in the chrome that are not caused by rock chips and/or general rust conditions
- Isolated rust along seams or welds

The following items are NOT covered under this Warranty:

- General rust (e.g., rust on the unfinished backside of a bumper)
- Dimpling at the mounting bolts
- Staining, bluing, and/or yellowing that can be cleaned with a quality cleaning product
- Rust, pits, and/or nicks caused by road wash or road debris breaking the chrome surface
- Streaks/stains/corrosion caused by severe wash solutions or corrosive road salts/chemicals

Claims pertaining to failures of chrome surfaces, aluminum, and stainless steel components will not be processed unless a clear digital picture is provided that adequately shows the defect.

Clutch Adjustment

Clutch adjustments are normally required due to clutch wear and are considered normal maintenance. However, if the clutch adjustment is found to be outside of Company specifications during, or prior to, product in-service, a claim will be accepted on a one-time basis.

Claims for clutch adjustments will not be accepted unless the adjustment is found to be outside of Company specifications using the special clutch adjustment measuring tools provided by Company (e.g., adjusting the clutch to satisfy feel will not be accepted as Warranty).

Competition

Warranty will become void on any product that is used in competition including, but not limited to:

- Racing
- Tractor pulls
- Other motor sports

Consumable Parts

Parts that are subject to consumption during their normal service life and are routinely replaced during normal maintenance services are covered up to 15,000 miles (24 000 km) for all DTNA vehicles except TBB bodies and chassis. TBB consumable parts are covered up to 30 calendar days from the date of in-service. These items are:

- Antennas (exception: satellite radio antennas)
- Ashtrays
- Belts
- Brake linings
- Cigarette lighter assembly

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- Clutch brake
- Clutch linings
- Data logger batteries
- Desiccant cartridges
- Fire extinguishers
- Flash tubes
- Fluorescent ballast and tubes
- Fuses
- Gladhand
- Hosetennas
- Light bulbs*
- Lower center bumper air dam
- Mattresses
- Mud flaps
- Mud flap mounting brackets
- Caps (including, but not limited to, DEF, fuel, radiator, surge tank)
- Receiver-dryer filter
- Trailer air hoses
- Trailer electrical cables
- Windshield washer nozzles
- Wiper arms and blades (TBB makes - wiper blades only)

** Sealed light and LED assemblies are not considered consumable.*

The cost of consumable parts which are not reusable due to needed warrantable repairs is covered by this Warranty; examples include but are not limited to:

- Antifreeze
- Coolant
- Filters
- Fluids
- Grease/lubricants
- Oil

Corrosion

Coverage provides Warranty against corrosion to any metal or metal alloy part of the vehicle. Rust or corrosion to specific components and/or caused by certain conditions are excluded from all Company Warranty coverage and will not be paid under Basic Vehicle, Cab Structure, Cab Corrosion, Aftermarket Parts Warranty, or Extended Service Coverage.

Exclusions to corrosion Warranty include, but are not limited to, the following:

- Corrosion caused by general rust (e.g., rust on the unfinished backside of a bumper)
- Surface rust caused by chips or scratches in the paint or chrome surfaces
- Corrosion caused by high-pressure washing, severe wash solutions, cleaning solvents, detergents, compounds

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- Corrosion caused by salinity in the environment or corrosive salts and/or chemicals used on the road surface
- Corrosion caused by acid rain or other industrial fallout
- Corrosion due to improper prevention measures during storage or use
- Corrosion or rust on tone rings, rotors, or drums
- Corrosion due to environmental damage (including ocean spray); airborne fallout (includes chemicals, tree sap, etc.), or other atmospheric conditions or other acts of nature
- Corrosion due to improper use, misuse, or abuse, negligence, including improper or insufficient maintenance

Damage

The following are not covered under Warranty:

- Damage caused by use of the vehicle in any application that is not approved or is inconsistent with build specifications
- Damage resulting from improper use or misuse or abuse, negligence, improper operation, improper or insufficient maintenance (including, but not limited to, failure to maintain vehicle as outlined in the Driver's/Operator's and Maintenance Manuals), overloading, unauthorized modifications, accidents, or operation at excessive speeds
- Environmental damage, including airborne fallout (including chemicals, tree sap, etc.), or other atmospheric conditions, hailstones, or other acts of nature
- Damage caused by road salts/chemicals or cleaning solvents, detergents, or compounds
- Storage deterioration including damage caused by improper or insufficient storage or maintenance
- Damage caused by road hazards or road conditions
- Damage caused during shipping/transport after initial delivery of vehicle
- Damages (including peeling or flaking) caused by high-pressure washing or steam cleaning
- Damages occurring after in-service (e.g., from rock chips)
- Damages caused by customer-installed sealer in air conditioning systems
- Damages caused by non-factory approved engine horsepower/torque upgrades
- Damage due to vibration associated with misapplication or improper operation of drivetrain components
- Damage due to terrorist activities
- Damage due to acts of war

Engine

Any DTNA engine in a vehicle on which odometer mileage has been changed so the mileage cannot be readily determined is excluded from Warranty.

Non-DTNA engines, including all of its components as supplied by the non-Company engine manufacturer, are excluded from Warranty but are warranted separately by the manufacturer of the engine. For non-DTNA engine warranty or service, contact the engine manufacturer's authorized sales and service facility.

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Engine Brakes, Air Compressors, and Other Proprietary Engine Components

The engine manufacturer installs most air compressors and engine brakes. Any failure of a proprietary engine component or Jake Brake® component must be filed directly to the engine manufacturer.

Failures on Company engines and non-proprietary engine components can be filed through DTNA.

Exhaust System Clamps

During the early life of the vehicle or when the engine is cold, many exhaust clamps exhibit a soot trace. This condition is self-correcting and does not require adjustment, tightening, or replacement of the clamp. Claims for adjusting or tightening will not be paid under Warranty.

Fifth Wheels

Adjustment of the locking mechanism, bushings, slide locking plungers, and the repair or replacement of lock guards are considered routine maintenance and are not covered under this Warranty.

Glass, Mirrors, Lens

Conditions excluded from Warranty include but are not limited to:

- Breakage
- Chips
- Scratches
- Cracks

Initial Operating Period

During a vehicle's Initial Operating Period (IOP), repair on components found loose and included on a scheduled maintenance table may be reimbursed by Company. The IOP for DTNA vehicles is as follows:

Make	IOP ¹
Freightliner, Western Star	Up to 15,000 miles/24 000 km ²
FCCC	Up to 25,000 miles/40 000 km ²
TBB Bodies and TBB Chassis ³	Up to 6 months from in-service date

¹ IOP does not apply to powertrain components.

² The IOP begins at zero (0) distance; the in-service distance does not affect the IOP distance limits.

³ TBB applications utilizing FCCC chassis retain the FCCC IOP separate from the TBB body.

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

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Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle; associated repairs/adjustments are covered under Basic Warranty unless the distance at which the condition occurs exceeds the published maintenance interval for the component.

- Components included on a scheduled maintenance table that have loosened at a time or distance exceeding the first scheduled maintenance or outside the IOP, whichever is greater, are not covered under Warranty and are the responsibility of the customer.

Components Found Loose and Included on a Scheduled Maintenance Table	Prior to First Scheduled Maintenance	After First Scheduled Maintenance
Within IOP	File Claim	File Claim
Outside IOP	File Claim	Customer Responsibility

- Components that do not appear on scheduled maintenance tables are not subject to IOP limitations and are covered per the applicable coverage and exclusions.

Consumable items are addressed separately from IOP; see [Consumable Parts](#) elsewhere in this section for details.

Exclusions from Warranty during the IOP are:

- Cab, hood, and fender-mounted mirrors are adjusted at the factory but may be retracted by the transporter to prevent damage during transport. Subsequent adjustments and tightening of mirror mounting hardware are considered part of the routine preparation of the vehicle before Customer delivery. Claims for adjusting the mirrors or tightening of the attaching hardware will not be paid under Warranty during or after the IOP.
- Claims for re-routing of electrical wiring, hoses, or lines which meet DTNA's routing standards will not be paid under Warranty during or after the IOP. However, if during the IOP, evidence of a potential failure (e.g., rubbing or chaffing that would lead to a short in a wire or a hole in a hose/line) is found where a line, hose, or electrical wiring is mis-installed and is making contact with one of the following, a one-time claim for correcting the routing will be accepted:
 - Hot surface
 - Moving part
 - Sharp edge

Such claims should be filed with *Mis-Installed* as the *Cause* code; digital photos that clearly show evidence of rubbing or chaffing due to mis-installation must be available upon request.

Note: Preventative re-routing for other conditions not listed above is not considered warrantable. However, if a line, hose, or electrical wiring actually fails (i.e., leaks or shorts) due to rubbing or chaffing on any surface, such failures are covered per the applicable coverage and exclusions.

- Final preparation of the vehicle for Customer delivery to include cleaning/vacuuming interior of cab, washing windows, washing the exterior of the vehicle, and polishing exterior chromed or painted surfaces are considered as ordering location responsibilities. Claims for these activities will not be paid under Warranty during or after the IOP.

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Misapplication of Product

The Warranty on any product used inconsistent with its specified vocation/application will be downgraded to the Warranty that is consistent with product use. Any and all claims associated with the misapplication of the product will be subject to chargeback.

Miscellaneous Expenses

Premium charges and work not directly related to the repair or replacement of a warranted part are not covered under Warranty, unless specifically stated elsewhere in the applicable Warranty coverage. Examples include, but are not limited to:

- Federal, state, provincial, and local taxes
- Travel expenses
- Loss of revenue
- Customer labor, including overtime labor
- Downtime
- Driver's expenses
- Cost of rental equipment
- Loss of cargo, including perishable cargo
- General housekeeping supplies (e.g., shop rags, solvents, sweeping compounds, coveralls, etc.)
- Communication charges
- Towing/road call assistance
- Repair or replacement of optional items not sold or installed by company
- Removal or replacement of service location, body builder, or customer installed equipment
- Environmental fees, cleanup, or other charges
- Cost of emergency services

Modifications to Original Equipment

Company does not warrant product modifications or equipment installations unless performed at a Company Custom Truck Services (CTS) Center. In addition, the extra time necessary to remove body builder-installed items and/or equipment to work on a warrantable repair is not covered under this Warranty unless Company sells the complete chassis/body/equipment as a package.

If service locations or Customers perform any product modifications or equipment installations, to the extent these modifications or equipment installations adversely affect other vehicle components or vehicle performance, Company shall not accept any product liability or claims under the terms of the product Warranty. These claims become the sole responsibility of the person performing the modifications or equipment installations.

Paint

The following exclusions to paint warranty include, but are not limited to:

- Complete chassis re-painting to repair paint damages
- Damages occurring after in-service (e.g., from rock chips)
- Peeling/flaking caused by high-pressure washing or steam cleaning

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- Rusting of painted bumpers
- Removal and/or replacement of decals, striping, and/or lettering not applied by Company

Specific areas of the vehicle are deliberately not painted or are not painted to any standard; paint repairs are not warrantable to such areas. These areas include:

- Underside of the hood, including the inside of the wheel wells
- Underside of the roof-mounted air fairings
- Underside of the exterior sun visor
- Inside of the side-mounted air fairings
- Inside of the bumper
- Aftertreatment devices

Gloss

Gloss claims pertaining to gloss issues on vehicles painted with low-gloss colors (as identified in the Truck/Bus Sales Order) will not be covered under Warranty.

Routine Maintenance

Routine maintenance, servicing, and adjustment, as defined in the applicable Vehicle Maintenance Manual and Driver's Manual, are excluded from Warranty.

Periodic adjustment or re-torque of wheel bearings, wheel lug nuts, and suspension U-bolts are considered maintenance adjustments and are not covered under Warranty.

Vibrations, squeaks, rattles, loose fittings/clamps, hose fitting leaks, loose nuts/bolts/screws, and loose electrical connections may develop during the initial trip(s) of the vehicle and these types of repairs/adjustments are covered under Warranty one (1) time during the applicable IOP unless excluded above.

Reminder: After the IOP, these developments are the result of use and their repair/adjustment activities are considered routine maintenance and thus excluded from Warranty.

Shipped Loose Items and Components

During the manufacturing process, certain components are normally placed in the cab of the vehicle or strapped down to the chassis. It is the service location's responsibility to mount these shipped loose items in the correct location on the vehicle. Mounting the shipped loose items below will not be covered under Warranty.

These items include, but may not be limited to, the following:

- Aerodynamic wheel covers
 - Exception: Covers on Freightliner Cascadia trucks may be reimbursed
- Antennas
- Chrome lug nut covers
- Decals & paperwork
- Driver's pouch
- Fire extinguishers
- Jacks
- License plate brackets

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- Mattress
- Reflectors with flares
- Reflectors without flares
- Spare wheels/tires
- Tire inflation hoses
- Trailer cables (air/electrical)
- Winter fronts

Tampering/Misuse

Conditions resulting from tampering, misuse, improper adjustments, alteration, accident, failure to use recommended fuel or non-performance of required maintenance services are not covered.

It is a violation of U.S. federal law to alter the engine, exhaust plumbing, after treatment system, diesel exhaust fluid system, or other vehicle components in any way that would bring the engine/vehicle out of compliance with certification requirements [Ref: 42 U.S.C. §7522(a)(3)]. It is the Owner's responsibility to maintain the vehicle so that it conforms to EPA regulations.

Test Products

Any product(s) used in testing must be identified to the Warranty Department and accommodations must be made for claims that relate to the test item(s).

Any product used in endurance testing, such as the Altoona Test, are void of all Warranty, including but not limited to New Product Warranty, Aftermarket Parts Warranty, Extended Service Coverage, or any Company additional or used truck coverage.

Tires and Tire Balancing

The tires are not covered under this Warranty, but are warranted separately by the tire manufacturer. Tire balancing is not covered under Warranty.

Transmissions (Non-Company)

Allison transmissions and components are not covered under this Warranty, but are warranted separately by Allison. Information regarding Allison's warranty is provided for informational purposes only and is subject to change. For warranty or service information, contact Allison's authorized sales and service facility.

Eaton Hybrid transmissions are not covered under this Warranty.

3.8 Transfer of Warranty

This Warranty is transferable to a subsequent Owner if it has not expired.

To ensure the Owner receives proper Warranty recognition, the ownership information should be updated in OWL.

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3.9 Change of Owner Address Information

To ensure Company's ability to reach the current Owner with Recall and Field Service campaign information, the Owner's information must be updated whenever there is a change to the Owner's name or address.

3.10 Product Improvement

Company reserves the right to make improvements or changes to the product at any time without incurring any obligation to make such changes or improvements to any other vehicle.

3.11 Owner's Responsibilities

DTNA provides Owner's Warranty Information booklets for Company products. When the Owner first receives a Company product, the service location should review the Owner's Warranty Information booklet(s) with the Owner. It is important that the new Owner becomes familiar with the contents about Warranty, parts replacement that affects emission controls, and maintenance service. It is the Owner's responsibility to ensure the product is maintained as outlined in the Driver's/Operator's and Maintenance Manuals and to maintain the vehicle so that it conforms to EPA regulations.

To initiate Warranty, the customer must complete and sign the Warranty Start Form (WAR275); service locations must attach the Warranty Start Form to the *Product Registration* screen in OWL.

As soon as a problem exists, the Owner is responsible for presenting the product to an Authorized Service Location. The Warranty repairs should be completed in a reasonable amount of time. The Owner should also be aware that DTNA may deny Warranty coverage if the product has failed due to abuse, neglect, improper maintenance, or unapproved modifications. DTNA recommends that Owners retain all receipts regarding product maintenance but Company cannot deny Warranty solely for the lack of receipts.

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EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepherd Insurance, LLC 111 Congressional Boulevard Suite 100 Carmel IN 46032		CONTACT NAME: CERT DEPT PHONE (A/C, No, Ext): (317) 846-5554 FAX (A/C, No): (317) 846-5444 E-MAIL ADDRESS: certs@shepherdins.com	
INSURED Trans-West, Inc.; Transwest Freightliner, LLC 20770 East I-76 Frontage Rd PO Box 335 Brighton CO 80601		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of America INSURER B: AGCS Marine Ins Co INSURER C: Travelers Prop & Cas Co of America INSURER D: INSURER E: INSURER F:	
		NAIC # 25658 22837 25674	

COVERAGES

CERTIFICATE NUMBER: CL2233160891

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			AD-3T122600-22-14	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> GARAGE LIAB <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Garagekeepers			AD-3T122600-22-14	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3T139366-22-14	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inventory Physical Damage ACV			MXI93079185	6/1/2021	6/1/2022	Total Limit (Comp/Coll \$5,000) \$4,750,000
A	Garagekeepers (Legal Liab)			AD-3T122600-22-14	4/1/2022	4/1/2023	Total Limit (Comp/Coll \$5,000) \$25,360,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automatic additional insured status when agreed in writing in a contract or agreement for auto liability per form CA2048 10/13. Automatic additional insured status when agreed in writing in a contract or agreement for general liability "your operations" (including ongoing and completed ops liability) per form CAT621 01/18. A waiver of subrogation for general/auto liability is automatic when agreed in writing in a contract or agreement per form CA0444 10/13. All in accordance with the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Department of Transportation and Infrastructure 201 West Colfax Ave. Dept. 608 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Matt Smith/MSMITH
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ACORD 25 (2014/01)

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INS025 (201401)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Flood and Peterson PO Box 578 Greeley, CO 80632	CONTACT NAME: Kim Case, CIC, CPSR PHONE (A/C, No, Ext): (970) 506-3213 FAX (A/C, No): (970) 330-1867 E-MAIL ADDRESS: KCase@floodpeterson.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Pinnacol Assurance	NAIC # 41190
INSURER B: Zurich American Insurance Company	16535.
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	4146854	04/01/2022	04/01/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Other States Workers Compensation			WC9691211-11	04/01/2022	04/01/2023	EI Each Accident \$1,000,000 EI Disease -EA Employee \$1,000,000 EI Disease - Policy Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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City & County of Denver Department of Transportation Infrastructure 201 West Colfax Ave Dept 608 Denver CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Kimberly J. Case</i></p>
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