



**MY2022 New Vehicle Limited Warranty  
Guide – Mercedes-Benz EQS  
Mercedes-Benz Canada Inc.**

All-Electric Vehicles from Mercedes-Benz



## **MERCEDES-BENZ NEW VEHICLE LIMITED WARRANTY COVERAGE – MODEL YEAR 2022**

BASIC WARRANTY	4 YEARS / 80,000 KM
WEAR & TEAR PERIOD	2 YEARS / 40,000 KM
ADJUSTMENT PERIOD	1 YEAR / 20,000 KM
SURFACE CORROSION	4 YEARS / 80,000 KM
PERFORATION CORROSION	5 YEARS/ UNLIMITED KM
ROADSIDE ASSISTANCE	BASIC WARRANTY/ ELW TERM
BATTERY COVERAGE	REFER TO PAGE 17

Additional coverage may be available under an Extended Limited Warranty or Prepaid Maintenance contract.

AS A MERCEDES-BENZ OWNER, you deserve service unparalleled in the industry.

To meet your every possible service need, your authorized Mercedes-Benz dealer employs factory-trained technicians and service advisors to maintain and service your Mercedes-Benz vehicle using the latest diagnostic and service techniques. Whether a small adjustment or a major service, your Mercedes-Benz dealer will accommodate you as quickly and efficiently as possible.

Finally, should you require an emergency repair or servicing, Mercedes-Benz's Roadside Assistance Program, available 24 Hours Round the Clock, is only a toll-free call away. To reach Roadside Assistance, please call 1-800-387-0100.

Every effort has been made to ensure the content in this Warranty Booklet is accurate based on information available at the time of publishing.

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## Vehicle Warranty Information

Model \_\_\_\_\_

VIN \_\_\_\_\_

Delivery / Warranty: \_\_\_\_\_

Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Selling Dealer \_\_\_\_\_

## **To the Owner**

### **GENERAL**

The following pages of this Service and Warranty Information booklet set out the requirements and the warranties you will receive as a Mercedes-Benz owner in accordance with the terms and conditions set out below.

These warranties apply to vehicles distributed by Mercedes-Benz Canada Inc. and which are sold by an authorized Mercedes-Benz dealer in Canada and normally operated in Canada.

Your vehicle is covered under the terms of the warranties described below and any authorized Mercedes-Benz dealer will correct, repair or replace any defective parts or components at no cost to you subject to the terms and conditions of the warranties set out below.

### **REPLACEMENT PARTS FOR YOUR MERCEDES-BENZ**

Genuine Mercedes-Benz parts, exchange or remanufactured parts or components and factory-approved accessories are the recommended replacement parts or components for your Mercedes-Benz vehicle and are available through your authorized Mercedes-Benz dealership. Such parts meet the quality standards established by Mercedes Benz for your vehicle and comply with all applicable federal safety and emissions standards.

Mercedes-Benz does not warrant non-Mercedes-Benz parts, components or accessories and the use or installation of such non-Mercedes-Benz parts or components may affect warranty coverage for certain repairs relating to those parts, components or and accessories.

Please consult your authorized Mercedes-Benz dealership for warranty service and other information about your vehicle. Also, ask your dealership about exchange parts under the Mercedes-Benz Exchange Program. These parts cost less than new parts but carry the same warranty terms.

## New Vehicle Limited Warranty – Basic Coverage

### ITEMS THAT ARE COVERED:

**DEFECTS IN MATERIAL OR WORKMANSHIP.** Mercedes-Benz AG (“**Mercedes-Benz**”) warrants to the original and each subsequent owner of a new Mercedes-Benz vehicle sold by an authorized Mercedes-Benz dealer in Canada and normally operated in Canada, that, subject to the terms and conditions of this New Vehicle Limited Warranty, any authorized Mercedes-Benz Dealer will make any repairs or replacements necessary to correct any defect in material or workmanship, but not design, during the warranty period.

Mercedes-Benz’s administrator for warranty claims in Canada is Mercedes-Benz Canada Inc. (“**MBC**”).

**ANY MERCEDES-BENZ DEALER:** To make a warranty claim, you must bring your vehicle to an authorized Mercedes-Benz dealer in Canada (“authorized Mercedes-Benz Dealer” or “**Dealer**”) so that an inspection and diagnosis can be performed of your vehicle to determine whether it is necessary to repair or correct a defect in material or workmanship. Your Dealer will perform any necessary warranty repairs or replacements at no cost to you in accordance with the terms and conditions of this Warranty. Your vehicle should be delivered to your Dealer during normal service hours and a reasonable time should be allowed after taking the vehicle to permit the Dealer to perform the necessary repairs or corrections. Please also allow for a reasonable time for your Dealer to order or obtain any necessary replacement parts or components in order to complete necessary repairs for your vehicle.

**WARRANTY PERIOD:** The New Vehicle Limited Warranty period is 48 months or 80,000 km, whichever occurs first, from the warranty start date – that is, from the date of delivery of the vehicle to the first retail purchaser OR from the date the vehicle was placed into service as a dealer demonstrator or as Mercedes-Benz Canada Inc. company vehicle, if earlier.

**WARRANTY START DATE AND REDUCTION:** The warranty period starts on the earliest of i) the date the vehicle is delivered to the first retail purchaser; or ii) the date the vehicle is put in service as a Dealer demonstrator or MBC company vehicle (the “**Warranty Start Date**”). Where the delivery or in-service date is more than 24 months after the production date, the warranty reductions described below shall apply.

From Production Date	Warranty Reduction
Up to 24 months	0
24 months + 1 day to 30 months	6 months
30 months + 1 day to 36 months	12 months
36 months + 1 day to 42 months	18 months
42 months + 1 day to 48 months	24 months
Over 48 months	48 months

**ADJUSTMENT PERIOD:** Minor repairs normally not connected with the replacement of parts, such as adjustments necessary to correct defects. If a part should become loose or misaligned during normal use or service, it will be corrected without charge within this period.

- Wiper blades will be covered for the duration of the adjustment period
- Wheel alignment and balancing are covered one time only under adjustments (*adjustments for road crown are not covered*)
- Remote control key batteries (covered for the first 90 days only)

Parts components replaced or adjustments made during the warranty period will not serve to extend the New Vehicle Limited Warranty. Please see **“Items Not Covered by this Warranty”** on page 9 below for adjustments or components that are not covered under the New Vehicle Limited Warranty.

### **Wear & Tear Warranty**

Only the following parts are covered:

- Brake pads
- Brake discs
- Brake Wear Sensors

## **New Vehicle Limited Warranty**

**WARRANTY AVAILABLE:** The New Vehicle Limited warranty is only available through dealers located in Canada. **THIS WARRANTY IS NOT AVAILABLE FOR VEHICLES EXPORTED FROM CANADA.** The only exception is for vehicles driven in the United States or Mexico on a short-term, temporary basis, such as for vacation purposes, where warranty service may be obtained from an authorized Mercedes-Benz dealer in the United States or Mexico. In such circumstances, necessary repairs may be required to be performed at your cost, but you may be entitled to reimbursement of those costs upon your return to Canada by submitting evidence of the repairs performed and costs incurred by you (such as the repair invoices) to your Dealer.

**LIMITATION OF LIABILITY:** THE BASIC COVERAGE, BATTERY COVERAGE, AND CORROSION WARRANTIES IN THIS GUIDE ARE THE ONLY WARRANTIES GIVEN WITH THE PURCHASE OF A MERCEDES-BENZ VEHICLE. TO THE EXTENT PERMITTED BY STATUTORY LAW, THESE WARRANTIES ARE SUBJECT TO THE LIMITATIONS PROVIDED THEREIN AND THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHER. NONE OF MERCEDES-BENZ, MBC, NOR ANY OF THE DEALERS ASSUMES OR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH VEHICLE. NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS, DAMAGE OR INJURY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID, INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY.

**Note:** Some provinces may not permit any exclusion or limitation on incidental or consequential damages or other limitation of liability. Accordingly, the above limitation of liability may not apply to you.



# New Vehicle Limited Warranty

## ITEMS THAT ARE NOT COVERED:

**THIRD PARTY EXTERNALLY CONNECTED ELECTRICAL PRODUCTS:** This warranty does not apply to hardware or software of a third-party device that is connected to the vehicle or its components, even if integrated or delivered with the vehicle. Mercedes-Benz is not responsible for the quality or accuracy of any information, or service accessed through or from any third party device or platform. Software distributed by Mercedes-Benz inside or outside the vehicle (including, but not limited to system software or applications) is not covered by this warranty. Mercedes-Benz does not warrant that connections to, from or through the vehicle will be uninterrupted or error-free. Also, the user should back-up their data and information frequently. Mercedes-Benz is not responsible for any loss or damage to data or information made available in connection with the use of the vehicle. In addition, this warranty does not apply:

- (a) to consumable parts that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship;
- (b) to damage caused by use with another product or service;
- (c) to damage caused by a third party device or service (including upgrades and expansions), or
- (d) to obsolescence or lack of utility due to incompatibility with future versions of external hardware or software, including, but not limited to mobile devices.

**TIRE AND RIM DAMAGE:** Damage to the tires such as punctures, cuts, snags, bruises, impact damage and breaks resulting from pothole impact, curb impact or from other objects, are not covered. Damage from incorrect inflation, excessive axle load, high speed spinning (when stuck on ice or in snow), tire chains, racing or competitive driving events, incorrect mounting or demounting, improper puncture repair, misuse, racing or competitive driving events, use on a closed-circuit race track, off-road trails and tracks, negligence, alteration and misapplication, are not covered. Rapid or irregular tread wear due to lack of tire rotation according to the tire manufacturer's recommendations or incorrect wheel alignment or tire balance is not covered. Tread wear-out is also not covered.

Damage to the rims resulting from pothole impact, curb impacts, or from other objects/road hazards is not covered.

**WHEEL ALIGNMENT:** Adjustments for road crown (a side-to-side arch for drainage) are not covered.

**BRAKE PADS AND DISCS:** Following the Wear and Tear period of 2 years or 40,000 km, replacements due to normal wear or as part of regular maintenance is not covered. Driving usage and habits can impact brake wear once the Wear & Tear period has expired.

**WIPER BLADES AND INSERTS:** Damaged or worn wiper blades and wiper blade inserts are not covered after 12 months or 20,000 km, whichever occurs first.

**DAMAGE DUE TO ACCIDENTS, MISUSE OR NEGLIGENCE:** Damage due to negligence, fraud, improper adjustments, modification, alterations, disconnection, or tampering is not covered. Accidents or damage from objects striking the vehicle are not covered. Misuse of the vehicle such as driving into or over potholes, curbs, or other objects/road hazards; over-loading, driving through high standing water or flooded areas, improper operation, storage or transport is not covered. (For further information about the proper use of your vehicle, please see the Operator's Manual).

**DAMAGE DUE TO LACK OF/INSUFFICIENT MAINTENANCE:** Insufficient or lack of proper maintenance as described in the service schedule and/or use of service parts or fluids that are non-approved by Mercedes-Benz may cause damage to your vehicle that is not covered by the warranty.

**NORMAL MAINTENANCE:** Normal or regular maintenance items or servicing including but not limited to cleaning and polishing, checking or changing vehicle fluids and filters, windshield wiper blades, windshield wiper rubber inserts, brake pads and discs, clutch discs and pressure plates, *etc.* are required to ensure optimal performance and is not covered by this warranty and is the responsibility of the owner. For further information about recommended maintenance and servicing for your vehicle, please see Service Booklet, which may be found at the Mercedes-benz.ca website > Owner's Manuals subpage [here](#).

**IMPROPER FILTERS/FLUIDS:** Damage caused by the use of improper filters, fluids, cleaners, polishes, or waxes is not covered. Original equipment remote control key batteries are covered for 90 days after the Warranty Start Date.

**ALTERATIONS/MODIFICATIONS:** Vehicle alterations or modifications (changes or additions to the vehicle) may cause damage to and/or adversely impact the performance, safety, reliability and durability of your vehicle. Loss or damage caused by such alterations or modifications to are not covered by this warranty.

**DAMAGE CAUSED BY IMPROPER BODY REPAIRS:** Damage or any malfunction caused by bodywork or repairs not performed in accordance with Mercedes-Benz repair instructions or procedures and/or that is performed improperly is not covered by this warranty.

**ALTERED ODOMETER:** No warranty coverage shall apply to any vehicle where the odometer has been altered and the actual kilometers or distance travelled cannot be determined.

**DAMAGE CAUSED BY OUTSIDE INFLUENCES AND THE ENVIRONMENT:** Damage from accidents or acts of nature or other events beyond the control of Mercedes-Benz is not covered by this warranty (including but not limited to fire, flood, weather conditions, earthquake, *etc.*). Parts or components made from man-made materials or cloth, leather or similar materials (such as for upholstery, convertible tops, trim items), wood, paint or chrome that are damaged by airborne fallout, such as chemical and tree sap, or by road salt, hail, driving through water, flooded areas, extreme weather conditions, windstorms or other environmental conditions or factors are not covered by this warranty.

**DAMAGE TO GLASS:** Glass breakage or scratches are not covered under this warranty except where the condition is the result of a defect in materials or workmanship.

**EXTRA EXPENSES:** This warranty does not cover additional or incidental or consequential expenses or damages related to a warranty repair or vehicle breakdown, including but not limited to compensation for inconvenience, loss of use of the vehicle, alternate transportation (such as vehicle rentals taxis, or other travel costs), lodging bills, telephone calls, loss of pay/revenue or other economic loss. *Please note, however, that, in some circumstances, you may be entitled to benefits under the Roadside Assistance Program described below.*

**CHANGES IN DESIGN:** Improvements and changes in design or additions to Mercedes-Benz vehicles occur regularly and as part of the normal course of product development. Such changes in design or additions are not covered by the terms of this warranty. Mercedes-Benz reserves the right to make any change in design or to make additions to or upon its vehicles or other products without incurring any obligation to make any such change or additions to vehicles previously manufactured.

**RACING OR COMPETITIVE EVENTS:** This warranty does not cover loss or damage to a vehicle caused by racing, competitive events, off-roading or overloading.

**DAMAGE TO INTERIOR SURFACES:** Damage to finished interior surfaces such as upholstery, wood, leather, suede, plastic, chrome, glass, rug, and paint caused by external influence, misuse, or abuse is not covered under this warranty. This includes, but is not limited to, spills, chafe marks, scratches, and impressions from heavy objects or clamping force (such as a strap or mounting device). Damage from the use of third party accessories such as steering wheel locks or vent-mounted air fresheners is also not covered under this warranty.

**NOISE AND VIBRATION:** Your vehicle is a mechanical device. All mechanical devices will exhibit some form of noise and/or vibration and such conditions may differ from vehicle to vehicle. Noises and vibrations such as wind and brake noises or road vibration are a normal operating condition of the vehicle and are not covered by this warranty.

## **New Vehicle Limited Warranty – Things you should know**

Mercedes-Benz will make any repairs or replacements necessary to repair or correct *defects* in material or workmanship in your vehicle, but not design, during the warranty period at no charge to you in accordance with the terms and conditions of this warranty. All we ask is that you properly maintain and care for your vehicle and have warranty repairs performed by your authorized Mercedes-Benz Dealer. This new vehicle limited warranty, however, does not mean that your vehicle is or will be free from any defect.

It is also important to understand the difference between the term “defect” and “damage” as used in this warranty. “Defects” in materials or workmanship are covered by the manufacturer and Mercedes-Benz is responsible for such conditions. However, Mercedes-Benz has no control over damage or loss to a vehicle caused by certain *external* events, factors or conditions, including but not limited to, fire theft, collision, misuse or abuse, improper adjustments or repairs, lack of or improper maintenance, or environmental conditions (such as road debris, tree sap, road salt, hail or lightning, *etc.*) as described in more detail in

this warranty under the section ***Items that are not Covered***. Accordingly, loss or damage resulting from such external events, factors or conditions, for whatever reason, is not covered under this Warranty.

In addition, parts and components can and do fail or deteriorate for reasons unrelated to a defect in materials or workmanship. For instance, normal wear and tear of certain vehicle parts or components (brakes, windshield wipers) is not the result of a defect in those parts or components. Moreover, certain vehicle conditions (such as noise or vibrations) can be a normal operating characteristic or condition of the vehicle.

Mercedes-Benz is committed to ensuring your complete satisfaction with your vehicle and ownership experience. Accordingly, it is important that you ensure your vehicle is properly maintained and serviced by bringing your vehicle to an authorized Mercedes-Benz Dealer where specially trained technicians and advisors can inspect and carry out any necessary repairs or corrections to your vehicle, including warranty repairs and corrections.

**MAINTENANCE SERVICES ARE NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY AND IT IS THE OWNER'S RESPONSIBILITY TO PROPERLY MAINTAIN THE VEHICLE IN ACCORDANCE WITH THE RECOMMENDED SERVICE SCHEDULE.**

Required maintenance or servicing must be performed to help ensure warranty coverage. When requesting service or repair work under warranty, you may be required to provide proof of any required maintenance or servicing (such as presenting repair invoices or receipts). Mercedes-Benz recommends keeping your repair invoices or receipts evidencing maintenance and servicing performed on your vehicle and providing such proof of maintenance to any subsequent owner of the vehicle.

If the owner has a warranty claim and can show through receipted invoices that the vehicle has received the required servicing, the Dealer will perform the warranty work without charging for parts and labor. It is the responsibility of the owner to demonstrate that proper maintenance and servicing has been performed on the vehicle and it is the responsibility of the Dealer to determine whether the required maintenance or service has been performed.

Mercedes-Benz' obligation is limited to repair or replace, at its option, parts or components that are determined to be defective. Repairs and adjustments covered by these warranties will be made at no charge for parts and labour. In the event of defective assemblies or components, either new or remanufactured parts or components may be used in the repair. Any part or component replaced during a repair will become the property of Mercedes-Benz. Warranty repairs do not constitute an extension of the new vehicle warranty period for the vehicle. However, any parts or components replaced under this warranty will be warrantied for 90 days or the balance of the new vehicle warranty, whichever is greater, regardless of the number of kilometers on your vehicle at the time the warranty repair takes place (or for such time as may be required by law).

The term "adjustments" as used in the warranty relates to minor repairs normally not connected with the replacement of parts. The warranty covers adjustments necessary to correct defects. For example, if a part should become loose or misaligned during normal use or service, it will be corrected without charge any time during the 12 months or 20,000 kms (the "**Adjustment Period**").

The term “Wear and Tear” as used in the warranty relates only to halogen lights, brake pads, discs and wear sensors and only if the parts are defective or worn out. These parts will be replaced without charge anytime during the 24 month or 40,000 km Wear and Tear Period. **NOTE:** If these parts are damaged or worn due to racing or competitive driving events, accident, misuse or lack of maintenance, which is beyond our control, these damaged parts are not covered under this term.

### **Insurance Write-Off; or Repaired or Replaced Parts**

Any vehicle determined by the vehicle insurer to be a “total loss”, “write off” or equivalent is not covered by this warranty. This includes but is not limited to vehicles branded as “salvage”, “scrap”, “dismantled” or any similar title under any province’s law.

In addition, any parts repaired or replaced under an insurance claim or required as a result of factors or events that are not covered under this warranty (see “Items Which Are Not Covered”, **page 9**), including but not limited to any loss or damage due to accident, misuse, abuse or negligence, and, in any case, any consequential damage to the vehicle, is not covered by this warranty.

### **Theft Relevant Parts**

Certain anti-theft relevant parts require special training and tools to ensure proper installation and calibration. Improper installation and/or control of such anti-theft parts may increase the risk of vehicle theft and/or other fraudulent acts. Accordingly, to help ensure the security of our customers and their vehicles, anti-theft parts are only available from an authorized Mercedes-Benz dealer.

### **Paint and Other Appearance Items:**

Defects in paint, trim or other appearance items are normally addressed during the new vehicle preparation or inspection by your Dealer. If you find paint or appearance concerns with your vehicle, please advise your Dealer as soon as possible as damage due to use and environmental factors including exposure is not covered by the warranty.

Please follow the instructions in your Operator’s Manual regarding the proper care of paint, upholstery, trim items and convertible tops, as applicable, to maintain your vehicle and warranty coverage.

### **Body Repair Information**

Collision repairs or paint or bodywork are never welcome but should your vehicle require collision or body work, Mercedes-Benz Canada has in place a network of certified collision and body repair facilities that can perform any necessary collision repairs or paint and bodywork on your vehicle.

Mercedes-Benz strongly recommends that repairs due to collision or accident damage or other paint or bodywork be performed by an Mercedes-Benz certified or authorized collision repairer that has the necessary tools, equipment and training and that will use genuine Mercedes-Benz parts and components during the repair to help restore your vehicle to its pre-accident or collision condition.

While you may choose to have collision or accident damage or paint or bodywork repaired by another collision repair or paint facility, any damage or malfunction caused by repairs not carried out in accordance with Mercedes-Benz’ repair instructions or procedures or otherwise not performed properly will not covered by this New Vehicle Limited Warranty.

Should your vehicle require paint work/body repair or if you have any questions, please contact your Dealer or call 1-800-387-0100.

### **Tires**

Tires are warranted by the tire manufacturer. As many Dealers are also authorized tire dealers, they may be able to assist you to obtain tire adjustments.

### **Customer Repair Orders:**

Your Dealer will give you a copy of the repair order for all warranty repairs performed. Please keep this copy with your vehicle records.

# Corrosion Warranty

## This Warranty Covers:

### Surface Corrosion:

- Surface corrosion for a period of 48 months or 80,000 km from the Warranty Start Date, whichever occurs first.

### Perforation:

- Perforation due to corrosion for a period of 60 months (unlimited kilometers) from the Warranty Start Date.

### All Models:

1. If any defects should be found which cause surface corrosion or perforation (as defined below) within the respective periods stated above, any Dealer will repair or replace (at its sole option) such defects to any vehicle body parts (defined below), provided demonstrate adherence to the Operator's Manual and service schedule for the care and maintenance of the vehicle as outlined therein. All parts replaced under this warranty become the property of MBC.
2. "Surface corrosion" means rust or corrosion affecting any readily visible surface area of the vehicle body but not including external damage to paint or plated surfaces or rust or corrosion resulting from damage by stone chips or other impacts.
3. "Perforation" means the rust or corrosion of any components of the vehicle body through from the inner surface to the outer surface.
4. "Vehicle Body" means any moving or non-moving metal components of the vehicle including parts replaced under this warranty, but not including those components which form part of the vehicle underbody, powertrain, steering, suspension, or braking.

**This Corrosion Warranty Does Not Cover:**

1. Surface corrosion or perforation to Vehicle Body components that were repaired, replaced or refinished after the vehicle was first sold at retail, other than (i) repairs, replacements or refinishes performed under this warranty; or (ii) replacements due to accident or damage ONLY WHERE SUCH REPLACEMENTS ARE GENUINE MERCEDES-BENZ PARTS, AND ARE RETREATED WITH GENUINE MERCEDES-BENZ BODY CAVITY RUST-PROOFING AND REFINISHING MATERIALS.
2. Surface corrosion or perforation to the Vehicle Body caused by abuse or improper maintenance.
3. Surface corrosion or perforation where paint has been damaged by road hazards, such as stones and debris.
4. Surface corrosion or perforation caused by any part of the Vehicle Body being submerged in water, sand or mud, or exposed to corrosive gas or airborne fallout, such as chemicals and tree sap, or by road salt, hail, windstorm or other environmental factors.
5. Paint matching. (Mercedes-Benz reserves the right to decide whether painting the repaired or replaced panel to match the original finish is practicable. Mercedes-Benz is not liable under any circumstances for the costs of painting the entire vehicle solely for paint matching.)

NOTE: THE INSTRUCTIONS IN YOUR OPERATOR'S MANUAL REGARDING CLEANING AND CARE FOR THE VEHICLE MUST BE FOLLOWED EXPLICITLY TO MAINTAIN THE CORROSION WARRANTY COVERAGE.

TO ENSURE FULL WARRANTY COVERAGE, ANY REPAIR OR REPLACEMENT MUST BE PERFORMED ACCORDING TO THE MANUFACTURER'S REPAIR INSTRUCTIONS.

THIS WARRANTY APPLIES ONLY TO VEHICLES ORIGINALLY SOLD BY AN AUTHORIZED MERCEDES-BENZ DEALER IN CANADA AND THAT ARE NORMALLY OPERATED IN CANADA. IN THAT ARE PRESENTED TO A CANADIAN DEALER FOR REPAIR.



# Battery Limited Warranty

## General

This Battery Limited Warranty (“**Battery Coverage**”) supplements the warranty coverage for the lithium-ion battery in a Mercedes-EQ vehicle provided under the New Vehicle Limited Warranty (“**Vehicle Warranty**”). This Battery Coverage is separate from and in addition to the terms and conditions set out in the Vehicle Warranty. Depending on your model, it is equipped with one or two main batteries. The service life of the battery(s) depends on the condition of charge.

## Items That Are Covered:

For warranty claims specific to battery capacity, the replacement battery will be in a condition appropriate to the age and mileage of the vehicle sufficient to achieve or exceed the minimum battery capacity for the remainder of the warranty period of the original battery. Note that the vehicle’s range estimates are not a perfect measure of battery capacity because vehicle range is affected by a number of additional factors apart from battery capacity. The measurement method used to determine battery capacity, and the decision of whether to repair, replace, or provide reconditioned or re-manufactured parts, and the condition of any such replaced, reconditioned, or re-manufactured parts, are at the sole discretion of Mercedes-Benz.

**BATTERY COVERAGE:** Mercedes-Benz warrants the certified lithium-ion battery in a Mercedes-EQ vehicle to the original and each subsequent owner for:

- Any repairs or replacements necessary to correct defects in material or workmanship to the battery arising after the expiration of the Vehicle’s Warranty.
- Any repair or replacement of the battery if the battery’s capacity drops below: 192 Ah (EQS), during the Battery Coverage.

## OWNER’S RESPONSIBILITY:

It is the owner’s responsibility to maintain the vehicle according to the applicable Maintenance Schedule provided. All required maintenance services must be carried out to maintain the Battery Coverage provided herein valid.

If you drive the vehicle less than 300 km per month, mostly for short distance trips or if it is not driven for more than three (3) weeks at a time, it is your responsibility to have the battery’s state of charge checked. Please observe the battery charging instructions set out in the Operator’s Manual.

## BATTERY COVERAGE PERIOD:

The Battery Coverage starts on the same Warranty Start Date as the New Vehicle Limited Warranty as provided above. (→ Page 17).

For any battery maintaining its certified status (as described above), the length of this Battery Coverage is:

- 10 years/250,000 kilometers (whichever occurs first) for EQS.

**AVAILABILITY OF BATTERY COVERAGE:** This Battery Coverage is subject to the same geographic restrictions as set out in the Vehicle Warranty above, including restrictions against the applicability of the Battery Coverage outside of Canada.

**LITHIUM-ION BATTERY CAPACITY COVERAGE:**

The battery is warranted to maintain at least 192 Ah (EQS), for the duration of this warranty (depending on the vehicle model). The coverage under this warranty includes any repairs required to maintain the battery's minimum capacity. If possible, the battery's components will be repaired or replaced and the original battery returned to the vehicle. However, as necessary, the battery will be replaced, at the option of Mercedes-Benz, with either a new or remanufactured lithium-ion battery. Any repair or replacement may not return the battery to an "as new" or 100% energy capacity but will have at least the following capacity :192 Ah (EQS).

**Items Which Are Not Covered:**

**EXCLUSIONS FROM BATTERY COVERAGE:** In addition to the Items that Are Not Covered under the Vehicle Warranty (**Page 9**), Battery Coverage does not cover damage or failure to the battery or any components thereof resulting from or caused by:

- Physically damaging or intentionally attempting to reduce the life of the lithium-ion battery
- Exposing the lithium-ion battery to a direct flame
- Immersing any portion of the lithium-ion battery in water or fluids
- Opening the lithium-ion battery enclosure or having it serviced by someone other than a Dealer or authorized Mercedes-Benz Collision Centre
- Failing to follow or non-compliance with the charging instructions or procedures set out in the Operator's Manual
- Using incompatible charging devices
- Failing to repair an existing problem, or otherwise improperly maintaining the battery
- Using the vehicle as a power source for alternative functions other than factory-installed equipment
- Leaving the vehicle parked for more than 14 days with a 0% battery charge displayed

**EXCLUSIONS FOR GRADUAL CAPACITY LOSS:** The vehicle's battery, like all batteries, will experience gradual capacity loss with time and use. Loss of capacity due to or resulting from gradual capacity loss is not covered beyond the terms and limits specified in this Battery Limited Warranty (as set forth above). See the Operator's Manual for recommendations on how to maximize the life and capacity of the vehicle's lithium ion battery.

**OTHER EXCLUSIONS:** In addition to the exclusions set forth above, this Battery Coverage does not cover the costs of repairing damage or conditions caused by:

- Accident, collision, or any object striking the vehicle
- Towing of the vehicle (Flatbed recommended)
- Abuse or negligence
- Failure to operate the vehicle in accordance with the Operator's Manual

- Misuse – such as towing, driving over curbs, overloading, using the vehicle as a power source, or for any other purpose for which the vehicle is not designed
- Use of replacements parts other than Genuine Mercedes-Benz parts
- Use of used parts, even if supplied by a Dealer
- Failure to repair an existing problem or otherwise properly maintain the vehicle
- Improper repair or maintenance
- Fire, explosion, earthquake, windstorm, lightning, hail, flood
- Normal wear and tear
- Failure to repair an existing problem or otherwise properly maintain the vehicle

NO COVERAGE FOR INSURANCE WRITE-OFF; OR REPAIRED OR REPLACED PARTS: As with the Vehicle Warranty, Battery Limited Warranty does not provide warranty coverage where the vehicle has been determined to be a “total loss”, “write off” or equivalent. This includes but is not limited to any vehicle branded as “salvage”, “scrap”, “dismantled” or any similar title under any province’s law.

In addition, any parts repaired or replaced under an insurance claim or required as a result of factors or events that are not covered under the New Vehicle Limited Warranty or this Battery Limited Warranty (including but not limited to, any loss or damage due to accident, misuse, abuse, or negligence, *etc.*) and, in any case, any consequential damage to the vehicle, is not covered by this Battery Limited Warranty.

### **Obligations of the purchaser**

1. The purchaser shall bear all expenses associated with the operation of the high-voltage battery, particularly electricity costs and insurance premiums. Maintenance and repair costs shall be assumed by the purchaser only if they are not assumed by Mercedes-Benz in accordance with the “Items That Are Covered” section.

2. The purchaser is responsible for ensuring that the high voltage battery is used exclusively as energy storage for the electric drive vehicle and is handled according to the manufacturer’s operating instructions. In particular, the purchaser is obliged to the following:

- The vehicle with a high-voltage battery must always be stored in accordance with the instructions for battery care in the vehicle Owner’s Manual, provided that the high voltage battery is not connected to a power source.
- The high-voltage battery must be charged properly, i.e. only the approved/recommended charging cable for the vehicle may be used.
- The high-voltage battery must be charged, at the latest, within 14 days after the charge level of the high-voltage battery has reached zero (according to the charge level display in the vehicle).

3. The high-voltage battery must be treated with sufficient care and protected from damage. The Purchaser and each subsequent purchaser may not make any modifications (e.g. tuning) or improper repairs to the high-voltage on-board electrical system and its components (electric motor, power electronics, charging unit, heating, air conditioning, wiring or the high-voltage battery itself). The purchaser may connect additional consumers only in accordance with the vehicle Owner’s Manual. The purchaser shall ensure that the high-voltage battery is only used in a roadworthy and reliable condition.

4. The purchaser is obliged to have maintenance work carried out on the vehicle with high-voltage battery, including service and additional maintenance work, in accordance with Mercedes-Benz specifications within the indicated period, so that the necessary maintenance as well as wear and tear repairs can be correctly performed on the high-voltage battery. The service due date is displayed to the purchaser in the instrument cluster of the vehicle.

### **Warranty Service**

ANY DEALER: To make a warranty claim under this Battery Coverage you must bring your vehicle to an authorized Mercedes-Benz dealer in Canada so that an inspection and diagnosis can be performed on your vehicle to determine whether it is necessary to correct a defect in material or workmanship.

Your Dealer will perform any necessary warranty repairs or replacements at no cost to you in accordance with the terms and conditions of this warranty. Your Dealer will perform. Any Dealer of the owner's choice can perform any necessary warranty repairs or corrections. Replacements at no cost to you in accordance with the terms and conditions of this Battery Limited Warranty. Your vehicle should be delivered to your Dealer during normal service hours and a reasonable time should be allowed after taking the vehicle to permit the Dealer to perform the necessary repairs or corrections. Please also allow for a reasonable time for your Dealer to order or obtain any necessary replacement parts or components in order to complete necessary repairs for your vehicle.

To locate a Mercedes-Benz dealership near you, please visit [www.mercedes-benz.ca](http://www.mercedes-benz.ca) or contact the Mercedes-Benz Canada Customer Assistance Centre at [cs.can@cac.mercedes-benz.com](mailto:cs.can@cac.mercedes-benz.com). In the event a warranty repair or other service matter is not handled to your satisfaction, see **(Page 21)** for suggested steps.

Your satisfaction is our primary concern. Mercedes-Benz will do everything it can to assist your Dealer in resolving your warranty problem or provide you with an explanation.

## **If You Have Questions Regarding Warranty or Service**

The satisfaction and goodwill of Mercedes-Benz owners is of primary concern to Mercedes-Benz dealers and MBC. In the event a warranty or service matter is not handled to your satisfaction, the following steps are suggested:

FIRST –

Discuss the problem with the Dealer's Service Management. Talk to the Service Manager, and if you still have questions, discuss them with the Dealer's General Manager.

THEN –

Request Clarification – if unanswered questions remain, ask your Dealer to contact the Regional Service Manager.

FINALLY –

If you have additional comments or questions regarding your Mercedes-Benz after discussion with your dealer and Regional Service Manager, please email us: [cs.can@cac.mercedes-benz.com](mailto:cs.can@cac.mercedes-benz.com)

## To Purchasers of Pre-Owned Mercedes-Benz Vehicles

If you purchased a pre-owned Mercedes-Benz vehicle before the expiration of the new vehicle warranty, you will be entitled to the unexpired portion of the warranty. Please contact your Dealer or our Customer Assistance Centre at [cs.can@cac.mercedes-benz.com](mailto:cs.can@cac.mercedes-benz.com) for further information about any warrant available for your vehicle.

We also ask that you provide us with notice of any change of ownership to help ensure you receive any notice of defect required to be give under the *Motor Vehicle Safety Act* or *Canadian Environmental Protection Act* and to ensure any necessary steps can be taken to address any such safety or emissions related defect in your vehicle in a timely manner.

In addition, should your address or contact information change, please do notify us as soon as possible and provide us with your updated information by contacting our Customer Assistance Centre at [cs.can@cac.mercedes-benz.com](mailto:cs.can@cac.mercedes-benz.com)

## Roadside Assistance

Beyond the services and assistance provided through the network of authorized Mercedes-Benz dealers in Canada, Mercedes-Benz has network of roadside assistance service providers should you require assistance in an emergency. The purpose of these roadside assistance service operators is to provide you, the Mercedes-Benz owner, with the peace of mind that, should you ever need it, help is available 24 hours a day, virtually anywhere in Canada or the continental United States.

### Important Information

- Roadside Assistance services are included at no additional charge for the duration of the basic warranty coverage, extended limited warranty (ELW), if purchased, and the pre-owned limited warranty (PLW), if applicable.
- No responsibility can or will be assumed for delays in service caused by severe weather conditions.

### Roadside Assistance Service Provided

In order to receive Roadside Assistance, you must remain with your vehicle. In addition, your vehicle must be plated and insured and on a regularly travelled road to receive Roadside Assistance services.

- **Battery Boost Service** – If your battery has run down, a service operator will provide a boost in an attempt to enable your vehicle to proceed under its own power.
- **Flat Tire Service** – If your vehicle has a flat tire, its serviceable inflated and mounted spare tire (where applicable) will be installed. Otherwise, the vehicle will be towed to the nearest Dealer, as described below.
- **Winching and Extrication Service** – Your vehicle will be extricated/winched when it can be safely reached from a cleared, normally travelled road (vehicle must be able to proceed under its own power). This benefit does not apply to vehicles immobilized in a snow-covered driveway or parking lot. Any such service is at the owner's risk. *No responsibility can or will be assumed for vehicle damage.*
- **Towing Service** – In the event of a mechanical breakdown, the vehicle will be towed to the nearest Dealer. Note: Additional charges may apply for toll bridges, ferries or if the vehicle is more than 80 km away from an Authorized Mercedes-Benz Collision Centre. Charges will be determined by the service operator at the tow location.
- **Lockout Assistance** – If you have lost or locked your keys in your vehicle, a service operator will be dispatched to help you gain entry into your vehicle. The cost of labour and/or replacement keys is not included. In the event that vehicle entry cannot be gained, your vehicle will be towed to the nearest Dealer.

**You must have your vehicle identification number (VIN) available** when calling Roadside Assistance. Your 17 digits VIN can be found in the driver's side bottom corner of the windshield, or on the driver's side door pillar below the latch. It is usually also located on your ownership or insurance documents.

### Trip Interruption Benefits

In the event of a non-accident related mechanical breakdown that renders your vehicle unable to proceed under its own power, the Mercedes-Benz Roadside Assistance Program will provide reimbursement benefits

set out and based on the conditions below, while the vehicle is being repaired provided your vehicle was towed by Mercedes-Benz Roadside Assistance and original receipts are provided.

***If the breakdown occurs less than 80 km from home***

- Alternate transportation – (up to \$100.00 per incident).
- Incidentals – include a telephone and parking expense (up to \$25.00 per incident).

***If the breakdown occurs more than 80 km from home***

- Accommodation – hotel accommodation for up to five (5) nights in the vicinity of the breakdown or repair facility (up to \$500.00 per incident), providing the accommodations were not booked prior to the breakdown. (Note, reimbursement will not be provided for meals, alcoholic beverages or gratuities.)
- Alternative Transportation – includes commercial airfare, vehicle rental (excluding fuel costs and drop-off fees), taxi or other regular commercial transportation (up to \$600.00 per incident).
- Incidentals – includes telephone and parking expense (up to \$25.00 per incident).

**Trailer Towing**

Trailer towing service is included but is limited to one tow per breakdown and does not include winching.

Mercedes-Benz Roadside Assistance and its service provider will not assume any responsibility for any contents and/or personal items contained in the trailer damaged as a result of service provided or for any costs associated with trailer storage while your Mercedes-Benz vehicle is under repair.

Mercedes-Benz Roadside Assistance and its service operators reserve the right to deny service if the contents of the trailer exceed that of the “cargo insurance” carried by the particular facility performing the towing service.

**How to claim for reimbursement**

1. Claims must be submitted to Mercedes-Benz Roadside Assistance within **thirty (30) days** of the date of the breakdown.
2. Indicate the cause and the location of the breakdown. Towing claims must be accompanied by the **original** towing bill and submitted to <https://roadsideclaims.xperigo.com>.
3. Enclose a photocopy of the detailed repair bill, and the **original** invoices/receipts of the costs incurred. This benefit applies to expenses incurred by you within seventy-two (72) hours of your Mercedes-Benz breakdown. We recommend that you retain a copy of all receipts for your records.
4. The vehicle must be towed to a Dealer to qualify for towing reimbursement or Trip Interruption.
5. A cheque shall be sent to you upon receipt and confirmation by Roadside assistance of information provided. (Please allow 4-6 weeks for processing.)
6. Reimbursement applies for breakdowns occurring anywhere in Canada or the continental United States and is subject to the terms and conditions set forth by Mercedes-Benz.
7. For reimbursement, please submit claims online at <https://roadsideclaims.xperigo.com>.



### **What To Do in the Event of a Collision**

In case of personal injury, call 911 or the police immediately. If you are not sure whether your Mercedes-Benz vehicle can be operated safely or without causing further damage to your vehicle, please contact Roadside Assistance at 1-800-387-0100 for assistance. Roadside Assistance will dispatch a tow truck to your location and transport the vehicle to a Dealer or authorized Mercedes-Benz Collision Centre as necessary. Certain charges may apply if the vehicle is required to be towed to another location or to a non-Mercedes-Benz repair facility.

### **Liability and Limitations**

Mercedes-Benz reserves the right to limit Roadside Assistance services and reimbursement to an owner or driver when, in the sole judgment of Mercedes-Benz, the claims become excessive in frequency or type of occurrence. Mercedes-Benz also reserves the right to revise or discontinue the described benefits/services at any time, without notice, at its sole discretion.

All Roadside Assistance service operators providing service are independent contractors and are not employees of Mercedes-Benz. Therefore, the Mercedes-Benz Roadside Assistance Program cannot and does not assume any liability or responsibility for any loss or damage to your Mercedes-Benz vehicle or your personal property resulting from the provision of such services. Service operators may decline to provide service if the vehicle is unattended when the service operator arrives at the vehicle location. The service operator will also not be liable for any theft or damage of the vehicle and/or its contents while it is left unattended by you, even if service is provided by the service provider.

**Service and Literature**

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**Models**

EQS 580 4MATIC Sedan (297144)