

# X-SERIES



WESTERN STAR TRUCKS

47X

48X

49X

**NEW VEHICLE WARRANTY**  
**MANUFACTURER'S WARRANTY**



## WESTERN STAR TRUCKS

DTNA/Penske Australia (“Penske”) warrants to the first retail purchaser (“the purchaser”) that DTNA/Penske Australia will either repair or replace, at the option of DTNA/Penske Australia, any parts of the new vehicle that require repair or replacement due to defects in workmanship or materials in their manufacture or assembly (of which DTNA/Penske Australia shall be the sole judge) on the terms set out in this warranty document (“Warranty Document”) (“Manufacturer’s Warranty”).

This Manufacturer’s Warranty applies only in respect of new X-Series vehicles by an authorised Western Star dealer (“Authorised Dealer”) if this Manufacturer’s Warranty has either been bought by the purchaser or included by DTNA/Penske Australia or an Authorised Dealer.

This Manufacturer’s Warranty applies only to Western Star X-Series model variants 47X, 48X and 49X.

**THE BENEFITS GIVEN UNDER THIS MANUFACTURER’S WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES YOU MAY HAVE UNDER LAW IN RELATION TO THE GOODS TO WHICH THIS MANUFACTURER’S WARRANTY RELATES.**

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# RIGHTS OF CONSUMERS

**THIS PAGE ONLY APPLIES IF YOU ARE A “CONSUMER” UNDER THE AUSTRALIAN CONSUMER LAW. THAT IS:**

- a) the amount paid or payable for the goods covered by this Manufacturer's Warranty does not exceed \$40,000 (or such greater amount as may be prescribed by regulation); or
- b) the goods covered by this Manufacturer's Warranty are of a kind ordinarily acquired for personal, domestic, household use or consumption; or
- c) the goods consist of a vehicle or trailer acquired for use principally for the transport of goods on public roads, regardless of price.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

# PENSKE - PRIVACY COLLECTION STATEMENT

DTNA/Penske Australia (Penske) and the Penske group is committed to your privacy. Our Privacy Policy on the handling of personal information is available to view at <http://penske.com.au/compliance-legal/> and outlines how DTNA/Penske Australia and the Penske group will treat personal information in conformity with the principles set out in the Privacy Act 1988 (Cth).

You may request access to your personal information, and provided there are no grounds for refusal available under legislation and our Privacy Policy, you will be provided with access in accordance with the legislation and our Privacy Policy. Our Privacy Policy also explains how you can seek the correction of your personal information and contains information about how you may make a complaint about a breach of the Australian Privacy Principles.

Without limiting the generality of our Privacy Policy:

1. We use the types of personal information collected for the purposes of warranty registration, enabling us to supply you with our products and/or services (including maintenance and warranty services), managing your account, dispute management and marketing.
2. Your personal information assists us in providing you with the best possible products, services and offers. By completing the warranty registration form, you provide us with your consent to use your personal information to contact you in relation to marketing and promotional activities, special events, offers, magazines and other promotional material (“direct marketing”) from time to time.
3. Personal information collected may be disclosed to our related or associated companies, our dealer network, manufacturers and third party suppliers. As part of this process and part of our normal business operations there may be occasions where your personal information is transferred and/or stored overseas, including but not limited to, United States of America, New Zealand, Germany, Thailand and the United Kingdom. At no time will we sell your personal information to any other organisation.

If all or part of the information requested in the warranty registration form is not provided, we may not be able to supply you with our goods or services (including warranty and maintenance services). If you elect not to receive direct marketing, you may miss out on special product and service offerings. You may opt out of receiving direct marketing at any time by contacting DTNA/Penske Australia at [marketing@penske.com.au](mailto:marketing@penske.com.au). If you have any questions or concerns about our Privacy Policy, please direct your comments to the Privacy Officer at [privacy@penske.com.au](mailto:privacy@penske.com.au).

# HOW TO CLAIM

## UNDER THIS WARRANTY

To make a claim under this Manufacturer's Warranty, the purchaser must contact an Authorised Dealer, who will arrange a suitable time to have the vehicle inspected at the Authorised Dealer's premises. A list of the Authorised Dealers and their contact details is set out at the end of this Warranty Document.

A claim must be made within the relevant time period for the particular part as set out in this Warranty Document.

The purchaser must, at their own expense and within the Relevant Time Period, return the truck or part to the Authorised Dealer.

All warranty claims are handled by the Authorised Dealer, who will liaise with DTNA/Penske Australia. The vehicle and relevant part(s) will be inspected to determine whether this Manufacturer's Warranty applies.

If it is determined that this Manufacturer's Warranty applies, the relevant part(s) will be repaired or replaced (the choice of which is at DTNA/Penske Australia's sole discretion). The replaced parts may be either new or refurbished parts (at DTNA/Penske Australia's sole discretion). Repaired parts may be repaired using new or refurbished parts (at DTNA/Penske Australia's sole discretion).

In the event that no fault is found or the failure is not covered under this Manufacturer's Warranty, a labour charge (at the Authorised Dealer's usual labour rates) will be payable by the purchaser for time spent by the Authorised Dealer in making this assessment.

The Authorised Dealer will not commence any non-warrantable repairs without prior authorisation from the purchaser.

**PLEASE NOTE:** This Manufacturer's Warranty only applies to the first retail purchaser, unless DTNA/Penske Australia agrees to the balance being transferred to any subsequent owner. Conditions apply – contact an Authorised Dealer for details.

# WARRANTY COVERAGE

CLASSIFICATION	ON HIGHWAY WARRANTY	EXTREME DUTY WARRANTY	LIMITED WARRANTY ITEMS*
Complete Vehicle	24 Months/ Unlimited km	12 Months Unlimited km	Batteries*
Clutch	24 Months/ Unlimited km**	12 Months Unlimited km	Spigot Bearing
Transmission	24 Months/ Unlimited km**	12 Months Unlimited km	
Suspension	24 Months/ Unlimited km	12 Months Unlimited km	Bushings (Rubber and Metal)*
Cab Structure	24 Months/ Unlimited km	12 Months Unlimited km	Rubber Mounts*
Axles – Driven and Non-Driven	24 Months/ Unlimited km	12 Months Unlimited km	
Frame Rails and Crossmembers	24 Months/ Unlimited km	12 Months Unlimited km	

\* Limited warranty Items re considered a serviceable item and therefore covered for 12 months, unlimited kilometres\* 100% parts and labour.

\*\* Clutches and Eaton transmissions with on highway warranty and vehicle ratings over 90,000kg warranted up to 250,000km or 24months. whichever occurs first.

On Highway Warranty are vehicles that travel on paved surfaces for greater than or equal to 90% of the time and/or for factory-approved GCM up to 140,000kg as stamped on the OEM (Original Equipment Manufacturer) issued vehicles Data Plate.

Extreme Duty Warranty are vehicles that travel on paved surfaces for less than 90% of the time and/or for factory-approved GCM over 140,000kg as stamped on the OEM (Original Equipment Manufacturer) issued vehicles Data Plate and noted on an approved TRA (Truck Requirement Analysis).

# EXCLUSIONS & LIMITATIONS

**THIS MANUFACTURER'S WARRANTY IS SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET OUT BELOW. IF YOU HAVE ANY QUERIES REGARDING THESE EXCLUSIONS AND LIMITATIONS, PLEASE CONTACT YOUR LOCAL AUTHORISED DEALER.**

## **VEHICLE USE**

The Manufacturer's Warranty is subject to the vehicle's operating environment and use being notified by the purchaser to, and being approved by, DTNA/Penske Australia.

The continued coverage of this Manufacturer's Warranty is also subject to prior notification to, and approval by, Western Star Trucks, or any change in the operating environment and use of the vehicle. If such notifications or approvals are not given, this Manufacturer's Warranty will not apply.

## **WEAR AND TEAR**

The Manufacturer's Warranty does not cover normal wear and tear, taking into account all relevant factors, including the distance travelled and the standard expected life of the component. This is applicable to but not limited to, upholstery, trim, paint, general cab and chassis components.

## **UNAUTHORISED DEALER REPAIR SERVICES**

Unauthorised dealers may not have the required knowledge, skill set, tools or experience of an Authorised Dealer workshop. Manufacturer's Warranty Defects contributed to by the workmanship, repair, modification or re-programming by a person other than an Authorised Dealer are not covered by this Manufacturer's Warranty. Furthermore, unauthorised dealers cannot carry out any works under this Manufacturer's Warranty.

## **DAMAGE**

Defects caused by environmental influences, corrosion, fire, animals and animal excrement, improper operations, accidents, theft, intentional damage, negligence, abuse, misuse, improper maintenance service, road hazards, chemical stains, storage or transport, operation beyond speed limits and loading beyond rated load capabilities are not covered by this Manufacturer's Warranty. The Manufacturer's Warranty terminates should the vehicle be damaged or destroyed and assessed as a write-off, a repairable write-off or a total loss.

## **VEHICLE MISTREATMENT**

The Manufacturer's Warranty does not cover the failure of any part or component caused by the vehicle's mass combination being in excess of stated factory rated capabilities, neglect, incorrect maintenance or service, alteration or modification without the prior approval of DTNA/Penske Australia, or accident, or other abuse or misuse of the vehicle.

## **ALTERATIONS**

Defects will not be covered by the Manufacturer's Warranty if they are caused or contributed to by non-genuine DTNA/Penske Australia part(s) or by alterations executed by individuals other than an Authorised Dealer or increases to the vehicles Gross Vehicle Mass (GVM) or Gross Combination Mass (GCM) rating above the manufactures or vehicle supplier approval ratings.

## **BRIGHTWORK**

Common deterioration, staining and/or corrosion, bluing and/or yellowing, nicks and/or rust pits as a result of road debris, heat and or environmental impact are not covered by this Manufacturer's Warranty. Rust streaks, stains and corrosion caused by severe wash solutions are not covered by this Manufacturer's Warranty.

## **ROUTINE MAINTENANCE**

This Manufacturer's Warranty will not apply unless the vehicle is maintained and serviced according to the procedures set out in the maintenance booklet and at the recommended intervals. Consumables, maintenance services, adjustments and service-related items included but not limited to calibrations, rubber components, batteries, filters, air leaks, air dryers, air conditioning components, fuses, glass, lamps and exterior panel adjustments (i.e. hood and doors) as stated in the vehicle's maintenance manuals are excluded from this Manufacturer's Warranty.

## **DEFECTS CAUSED OR CONTRIBUTED TO BY CLEANING**

Defects caused by materials not recommended by DTNA/Penske Australia, including vehicle care and cleaning methods, are not covered by this Manufacturer's Warranty.

## **NON-GENUINE PARTS**

This Manufacturer's Warranty does not apply to parts to which the identification codes or marks have been scratched or are otherwise unidentifiable, nor does it apply to components, additives or parts which are not manufactured or approved by DTNA/Penske Australia or its authorised suppliers.

## **UNIDENTIFIED DEFECTS**

This Manufacturer's Warranty does not cover repairs that have no warrantable fault that cannot be determined on an inspection and analysis, nor replicated by road testing.



## **WHEEL ALIGNMENT/BALANCING**

Balancing of tyre/wheel assemblies and alignments are not covered by this Manufacturer's Warranty and are considered to be part of the standard maintenance.

## **TYRES**

Tyres are not covered by this Manufacturer's Warranty, and are subject to the tyre manufacturer's warranty. Please see the contact details for the tyre manufacture, which can be obtained from an Authorised Dealer.

## **CONSEQUENTIAL LOSS**

To the full extent permitted by law, DTNA/Penske Australia is not liable for any indirect, contingent or consequential loss as a result of defects or alleged defects whether or not of a warrantable nature. This includes, but is not limited to:

- Loss relating to any downtime
- Loss of opportunity while warranty work is being carried out.
- Accommodation, telephone or meal charges.

The total liability of DTNA/Penske Australia under the Manufacturer's Warranty is limited in aggregate to the purchase price of the vehicle (excluding the value of third party goods and services).

## **VEHICLE TO BE KEPT IN GOOD STANDING**

This Manufacturer's Warranty will cease to apply if the vehicle becomes unregistered, unroadworthy or if the odometer reading cannot be identified as accurate as a result of it being inoperative, modified, tampered with, disconnected or detached from the vehicle.

## **MANUFACTURER'S WARRANTIES**

This Manufacturer's Warranty does not cover those components which are warranted directly by their manufacturers i.e. Engine and Allison Transmission.

## **NON STANDARD REPAIR COSTS**

This Manufacturer's Warranty does not cover additional "non standard" costs that may occur during a repair such as but not limited to, freight costs for parts transport, overtime labour rates, towing, removal of a body or device which restricts / prevents execution of work and troubleshooting diagnosis / roadtesting (unless justified by failure).

# WARRANTY ON PARTS

**THIS EXPRESS WARRANTY DOES NOT ALTER THE RIGHTS OF CONSUMERS UNDER THE AUSTRALIAN CONSUMER LAW AND IS GIVEN IN ADDITION TO THOSE RIGHTS (IF APPLICABLE). DTNA/PENSKE AUSTRALIA AGREES TO WARRANT THE FOLLOWING:**

1. Parts fitted during a warrantable repair will be covered by the balance of the warranty that applies to the original part.
2. Genuine Replacement parts that are retailed to the customer (i.e.: not installed under a warranty claim by a Authorised Dealer) are warranted for 12 months from date of purchase). Electrical items are subject to testing prior to replacement.
3. DTNA/Penske Australia will cover the associated Labour costs to repair or replace the part only if the Genuine replacement part was fitted by a Authorised Dealer at the time of purchase. Parts fitted outside the Authorised Dealer network have 12 month “part only” warranty, subject to part inspection.
4. Labour is covered only if the original and replacement parts are fitted by an Authorised Dealer.
5. Locally added options (specified by selling dealer and fitted by DTNA/Penske Australia or approved sublet) assume the standard parts warranty coverage of 12 months from vehicle in service date if purchased from DTNA/Penske Australia.

**PLEASE NOTE:** Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

# LIMITATION OF LIABILITY

This Manufacturer's Warranty is expressly given by DTNA/Penske Australia to the purchaser in lieu of all other warranties, except the consumer guarantees under the Australian Consumer Law which cannot be excluded (if they apply).

To the extent permitted by law, DTNA/Penske Australia shall in no way be liable to the purchaser for expenses related to DTNA/Penske Australia or an Authorised Dealer's performance, loss of profits, production or any other direct or indirect consequences economically or otherwise suffered by the purchaser or any third party.

In the event the goods supplied by DTNA/Penske Australia are not of a kind ordinarily acquired for personal, domestic or household use or consumption, DTNA/Penske Australia liability for failure to comply with a consumer guarantee under the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) is limited to one of the following (as determined by DTNA/Penske Australia in its sole discretion):

- a) the replacement of the goods or the supply of the equivalent goods;
- b) the repair of the goods;
- c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
- d) the payment of the cost of having the goods repaired.

Any assistance to the purchaser by DTNA/Penske Australia or an Authorised Dealer in repair, replacement, operation or otherwise outside the terms of this Manufacturer's Warranty shall not constitute a waiver of the terms and conditions of this Manufacturer's Warranty.

Except as required by law, neither DTNA/Penske Australia nor the selling Authorised Dealer assumes, or authorises any person to assume for it, any other liabilities than those provided for in this Warranty Document.

# 24/7 STAR ASSIST™

## **THE POLICY STATEMENT IS APPLICABLE TO VEHICLES DELIVERED IN AUSTRALIA ONLY**

Under 24/7 STAR ASSIST™, NTI TruckAssist, in association with the Penske Australia Dealer Network, will provide owners and drivers with emergency roadside repairs and assistance – around the clock, seven days a week – for the period of cover of your Western Star vehicle. In the event of a breakdown, no matter where you are, 24/7 STAR ASSIST™ is ready to do whatever we can to get you going.

Western Star now provides a comprehensive Roadside Assistance Service that will have you back on the road or back to the nearest Authorised Dealer as quickly and as safely as possible. There are a number of reasons, apart from mechanical failure, why your journey could be interrupted, including:

- Running out of diesel fuel
- Flat tyre/s
- Flat battery
- Lockout or lost keys
- Glass repair
- Hydraulic hose repair

Whatever the reason, it is reassuring to know that 24/7 STAR ASSIST™ is only a phone call away.

## **ROADSIDE ASSIST**

Having recently taken delivery of your new Western Star vehicle, you will receive our unique Western Star Assist package as standard, covering you at the roadside for 24 months, from the date of first registration. This free service is extended to you whether you're a private vehicle purchaser, a fleet, or rental company, or a Commonwealth, State or Local Government customer.

For owners who intend to keep their truck beyond two years and want to maintain all the benefits of 24/7 STAR ASSIST™, the original cover can be extended annually, or a two-year extension can be purchased. To extend your 24/7 STAR ASSIST™ subscription, follow the instructions on page 15.

## **PRIVACY POLICY**

For information on Western Star's privacy policy please visit [www.westernstar.com.au](http://www.westernstar.com.au)

For renewal of your annual subscription after the initial 24 months:

### **ONLINE SIGN UP FOR EXTENDED STAR ASSIST.**

- Either enter this address into your internet browser address bar: <http://westernstar.truckassist.com.au/> or follow the link from the Western Star website [www.westernstar.com.au](http://www.westernstar.com.au)
- Click on Service tab and then Extended Star Assist.
- Enter your details and VIN to log on to the online store to complete your purchase.
- Once logged on, the VIN Renewal service is displayed.
- Select either the one year or two year Extended Star Assist service by clicking appropriate Click to Purchase link.
- You will be taken to the Check Out to enter the Owner and Vehicle Information and then Payment Information.

There is a standard 72-hour waiting period from time of purchase for 24/7 Star Assist benefits. Where immediate assistance at the roadside within the waiting period is required, STAR ASSIST™ can be purchased but an "Immediate Service Surcharge" of \$500 will apply.

Once your order has been processed, you will receive an electronic copy of the transaction receipt and brochure sent to the email address you have provided.

For terms and conditions in your new vehicle start up package at time of purchase.

The services offered by NTI Truck Assist are in addition to any rights or remedies that the customer may have by virtue of the customer's purchase of the vehicle under the Australia Consumer Law. For information on the NTI Privacy Policy, please visit:

<http://www.nti.com.au/statement/privacy-statement.php>

### **FOR DEALER NETWORK SUPPORT PLEASE SCAN THE QR CODE BELOW:**



**STAR ASSIST™**

**24 HOUR ROAD ASSISTANCE**



**1800 247 WSTAR**

**1800 247 97827**



**WESTERN STAR TRUCKS**

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*Australia*

**WESTERNSTAR.COM.AU**

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