UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended September 30, 2014

Commission File No. 001-14817

PACCAR Inc
(Exact name of registrant as specified in its charter)

Delaware	**91-0351110**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
777 - 106th Ave. N.E., Bellevue, WA	**98004**
(Address of principal executive offices)	**(Zip Code)**

(425) 468-7400

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock, $1 par value – 354,104,279 shares as of October 31, 2014

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Consolidated Statements of Comprehensive Income (Unaudited)
(Millions Except Per Share Amounts)

	Three Months Ended September 30		Nine Months Ended September 30	
	2014	2013	**2014**	2013
TRUCK, PARTS AND OTHER:				
Net sales and revenues	**$4,622.5**	$4,006.6	**$12,975.7**	$11,649.5
Cost of sales and revenues	**4,006.3**	3,491.1	**11,321.2**	10,175.0
Research and development	**50.5**	56.6	**153.1**	190.5
Selling, general and administrative	**112.4**	111.1	**348.6**	341.1
Interest and other expense, net	**3.5**	3.3	**4.0**	4.4
	4,172.7	3,662.1	**11,826.9**	10,711.0
Truck, Parts and Other Income Before Income Taxes	**449.8**	344.5	**1,148.8**	938.5
FINANCIAL SERVICES:				
Interest and fees	**118.0**	116.4	**345.6**	345.2
Operating lease, rental and other revenues	**187.9**	177.1	**556.6**	530.2
Revenues	**305.9**	293.5	**902.2**	875.4
Interest and other borrowing expenses	**32.6**	37.9	**102.9**	116.2
Depreciation and other expense	**147.3**	140.2	**440.0**	423.2
Selling, general and administrative	**24.3**	23.6	**72.7**	70.8
Provision for losses on receivables	**4.8**	3.6	**12.5**	15.4
	209.0	205.3	**628.1**	625.6
Financial Services Income Before Income Taxes	**96.9**	88.2	**274.1**	249.8
Investment income	**5.7**	7.3	**17.0**	21.8
Total Income Before Income Taxes	**552.4**	440.0	**1,439.9**	1,210.1
Income taxes	**181.0**	130.6	**475.4**	373.0
Net Income	**$ 371.4**	$ 309.4	**$ 964.5**	$ 837.1
Net Income Per Share:				
Basic	**$ 1.05**	$ .87	**$ 2.72**	$ 2.36
Diluted	**$ 1.04**	$ .87	**$ 2.71**	$ 2.36
Weighted Average Number of Common Shares Outstanding:				
Basic	**355.2**	354.4	**355.1**	354.1
Diluted	**356.3**	355.4	**356.2**	355.0
Dividends declared per share	**$ .22**	$ .20	**$ .64**	$ .60
Comprehensive Income	**$ 109.3**	$ 428.2	**$ 757.2**	$ 805.5

See Notes to Consolidated Financial Statements.

Consolidated Balance Sheets (Millions)

	September 30 2014 (Unaudited)	December 31 2013*
ASSETS		
TRUCK, PARTS AND OTHER:		
Current Assets		
Cash and cash equivalents	**$ 1,540.0**	$ 1,657.7
Trade and other receivables, net	**1,313.4**	1,019.6
Marketable debt securities	**1,320.6**	1,267.5
Inventories, net	**988.1**	813.6
Other current assets	**308.3**	308.1
Total Truck, Parts and Other Current Assets	**5,470.4**	5,066.5
Equipment on operating leases, net	**937.8**	1,038.3
Property, plant and equipment, net	**2,383.6**	2,513.3
Other noncurrent assets, net	**466.6**	477.3
Total Truck, Parts and Other Assets	**9,258.4**	9,095.4
FINANCIAL SERVICES:		
Cash and cash equivalents	**108.4**	92.4
Finance and other receivables, net	**8,852.6**	8,812.1
Equipment on operating leases, net	**2,318.2**	2,290.1
Other assets	**488.5**	435.5
Total Financial Services Assets	**11,767.7**	11,630.1
	$ 21,026.1	$ 20,725.5

* The December 31, 2013 consolidated balance sheet has been derived from audited financial statements.

See Notes to Consolidated Financial Statements.

Consolidated Balance Sheets (Millions)

	September 30 2014 (Unaudited)	December 31 2013*
LIABILITIES AND STOCKHOLDERS' EQUITY		
TRUCK, PARTS AND OTHER:		
Current Liabilities		
Accounts payable, accrued expenses and other	**$ 2,598.1**	$ 2,155.0
Dividend payable		318.8
Current portion of long-term debt		150.0
Total Truck, Parts and Other Current Liabilities	**2,598.1**	2,623.8
Residual value guarantees and deferred revenues	**982.8**	1,093.8
Other liabilities	**772.8**	734.4
Total Truck, Parts and Other Liabilities	**4,353.7**	4,452.0
FINANCIAL SERVICES:		
Accounts payable, accrued expenses and other	**380.0**	391.7
Commercial paper and bank loans	**2,925.8**	2,508.9
Term notes	**5,292.4**	5,765.3
Deferred taxes and other liabilities	**911.5**	973.3
Total Financial Services Liabilities	**9,509.7**	9,639.2
STOCKHOLDERS' EQUITY:		
Preferred stock, no par value: Authorized 1.0 million shares, none issued		
Common stock, $1 par value: Authorized 1.2 billion shares, issued 354.8 and 354.3 million shares	**354.8**	354.3
Additional paid-in capital	**138.2**	106.2
Treasury stock, at cost - .6 million shares and nil shares	**(34.1)**	
Retained earnings	**6,902.4**	6,165.1
Accumulated other comprehensive (loss) income	**(198.6)**	8.7
Total Stockholders' Equity	**7,162.7**	6,634.3
	$ 21,026.1	$ 20,725.5

* The December 31, 2013 consolidated balance sheet has been derived from audited financial statements.

See Notes to Consolidated Financial Statements.

Condensed Consolidated Statements of Cash Flows (Unaudited)
(Millions)

	Nine Months Ended September 30	
	2014	2013
OPERATING ACTIVITIES:		
Net income	**$ 964.5**	$ 837.1
Adjustments to reconcile net income to cash provided by operations:		
Depreciation and amortization:		
Property, plant and equipment	**201.7**	150.4
Equipment on operating leases and other	**475.9**	438.3
Provision for losses on financial services receivables	**12.5**	15.4
Other, net	**(68.8)**	54.3
Change in operating assets and liabilities:		
Trade and other receivables	**(295.3)**	(185.5)
Wholesale receivables on new trucks	**(90.8)**	(207.3)
Sales-type finance leases and dealer direct loans on new trucks	**(37.5)**	(19.0)
Inventories	**(219.6)**	(117.3)
Accounts payable and accrued expenses	**467.6**	511.0
Income taxes, warranty and other	**191.4**	222.9
Net Cash Provided by Operating Activities	**1,601.6**	1,700.3
INVESTING ACTIVITIES:		
Originations of retail loans and direct financing leases	**(2,242.1)**	(2,189.5)
Collections on retail loans and direct financing leases	**2,098.7**	1,892.0
Net decrease in wholesale receivables on used equipment	**7.6**	7.2
Purchases of marketable securities	**(899.9)**	(658.5)
Proceeds from sales and maturities of marketable securities	**772.0**	628.5
Payments for property, plant and equipment	**(228.4)**	(377.8)
Acquisitions of equipment for operating leases	**(880.2)**	(1,004.7)
Proceeds from asset disposals	**290.0**	238.7
Net Cash Used in Investing Activities	**(1,082.3)**	(1,464.1)
FINANCING ACTIVITIES:		
Payments of cash dividends	**(545.8)**	(212.3)
Purchases of treasury stock	**(25.5)**	
Proceeds from stock compensation transactions	**16.4**	25.7
Net increase (decrease) in commercial paper and short-term bank loans	**595.3**	(912.1)
Proceeds from long-term debt	**1,266.8**	1,884.1
Payments of long-term debt	**(1,883.0)**	(565.5)
Net Cash (Used in) Provided by Financing Activities	**(575.8)**	219.9
Effect of exchange rate changes on cash	**(45.2)**	(18.1)
Net (Decrease) Increase in Cash and Cash Equivalents	**(101.7)**	438.0
Cash and cash equivalents at beginning of period	**1,750.1**	1,272.4
Cash and cash equivalents at end of period	**$ 1,648.4**	$ 1,710.4

See Notes to Consolidated Financial Statements.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

NOTE A - Basis of Presentation

The accompanying unaudited consolidated financial statements have been prepared in accordance with generally accepted accounting principles (GAAP) for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three and nine months ended September 30, 2014 are not necessarily indicative of the results that may be expected for the year ending December 31, 2014. For further information, refer to the consolidated financial statements and footnotes included in PACCAR Inc's (PACCAR or the Company) Annual Report on Form 10-K for the year ended December 31, 2013.

Earnings per Share: Basic earnings per common share are computed by dividing earnings by the weighted average number of common shares outstanding, plus the effect of any participating securities. Diluted earnings per common share are computed assuming that all potentially dilutive securities are converted into common shares under the treasury stock method. The dilutive and antidilutive options are shown separately in the table below.

	Three Months Ended September 30		Nine Months Ended September 30	
	2014	2013	**2014**	2013
Additional shares	**1,112,000**	994,000	**1,124,000**	907,000
Antidilutive options	**655,000**	783,000	**664,000**	873,000

New Accounting Pronouncements: In June 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-12, *Compensation – Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved After the Requisite Service Period*. The amendment in this ASU requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. As such, the performance target should not be reflected in estimating the grant-date fair value of the award. Compensation costs should be recognized in the period in which it becomes probable that the performance target will be achieved and should represent the compensation cost attributable to the period(s) for which the requisite service has been rendered. This ASU is effective for annual periods and interim periods beginning after December 15, 2015 and early adoption is permitted. This amendment may be applied (a) prospectively to all awards granted or modified after the effective date or (b) retrospectively to all awards with performance targets that are outstanding as of the beginning of the earliest annual period presented in the financial statements and to all new or modified awards thereafter. The Company does not expect the adoption of the ASU to have a material impact on its consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*. This ASU amends the existing accounting standards for revenue recognition. Under the new revenue recognition model, a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. The ASU is effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is not permitted. The amendment may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of initial application. The Company is currently evaluating the transition alternatives and impact on the Company's consolidated financial statements.

In July 2013, the FASB issued ASU 2013-11, *Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists*. This ASU requires an unrecognized tax benefit, or a portion of an unrecognized tax benefit, to be presented in the consolidated financial statements as a reduction to a deferred tax asset for a net operating loss carryforward, a similar tax loss, or a tax credit carryforward if available under the applicable tax jurisdiction. The ASU was effective for annual periods beginning after December 15, 2013 and interim periods within those annual periods. The Company adopted ASU 2013-11 in the first quarter of 2014; the implementation of this amendment did not have a material impact on the Company's consolidated financial statements.

NOTE B - Investments in Marketable Debt Securities

The Company's investments in marketable debt securities are classified as available-for-sale. These investments are stated at fair value with any unrealized gains or losses, net of tax, included as a component of accumulated other comprehensive (loss) income (AOCI).

The Company utilizes third-party pricing services for all of its marketable debt security valuations. The Company reviews the pricing methodology used by the third-party pricing services including the manner employed to collect market information. On a quarterly basis, the Company also performs review and validation procedures on the pricing information received from the third-party providers. These procedures help ensure that the fair value information used by the Company is determined in accordance with applicable accounting guidance.

The Company evaluates its investment in marketable debt securities at the end of each reporting period to determine if a decline in fair value is other than temporary. Realized losses are recognized upon management's determination that a decline in fair value is other than temporary. The determination of other-than-temporary impairment is a subjective process, requiring the use of judgments and assumptions regarding the amount and timing of recovery. The Company reviews and evaluates its investments at least quarterly to identify investments that have indications of other-than-temporary impairments. It is reasonably possible that a change in estimate could occur in the near term relating to other-than-temporary impairment. Accordingly, the Company considers several factors when evaluating debt securities for other-than-temporary impairment, including whether the decline in fair value of the security is due to increased default risk for the specific issuer or market interest rate risk.

In assessing default risk, the Company considers the collectability of principal and interest payments by monitoring changes to issuers' credit ratings, specific credit events associated with individual issuers as well as the credit ratings of any financial guarantor, and the extent and duration to which amortized cost exceeds fair value.

In assessing market interest rate risk, including benchmark interest rates and credit spreads, the Company considers its intent for selling the securities and whether it is more likely than not the Company will be able to hold these securities until the recovery of any unrealized losses.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

Marketable debt securities at September 30, 2014 and December 31, 2013 consisted of the following:

At September 30, 2014	**Amortized Cost**	**Unrealized Gains**	**Unrealized Losses**	**Fair Value**
U.S. tax-exempt securities	**$ 359.0**	**$ 1.3**	**$ .1**	**$ 360.2**
U.S. corporate securities	**61.1**	**.3**		**61.4**
U.S. government and agency securities	**5.4**			**5.4**
Non-U.S. corporate securities	**589.2**	**4.1**		**593.3**
Non-U.S. government securities	**186.0**	**1.7**	**.2**	**187.5**
Other debt securities	**112.6**	**.2**		**112.8**
	$ 1,313.3	**$ 7.6**	**$ .3**	**$ 1,320.6**

At December 31, 2013	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
U.S. tax-exempt securities	$ 214.9	$ 1.2		$ 216.1
U.S. corporate securities	78.2	.1	$ .1	78.2
U.S. government and agency securities	5.5			5.5
Non-U.S. corporate securities	608.5	1.2	.4	609.3
Non-U.S. government securities	217.3	.7	.5	217.5
Other debt securities	140.5	.4		140.9
	$ 1,264.9	$ 3.6	$ 1.0	$ 1,267.5

The cost of marketable debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. Amortization, accretion, interest and dividend income and realized gains and losses are included in investment income. The cost of securities sold is based on the specific identification method. Gross realized gains were $.9 and $1.7 for the nine months ended September 30, 2014 and 2013, respectively, and gross realized losses were $.1 and $.5 for the nine months ended September 30, 2014 and 2013, respectively.

Marketable debt securities with continuous unrealized losses and their related fair values were as follows:

	September 30, 2014		December 31, 2013	
	Less than Twelve Months	**Twelve Months or Greater**	Less than Twelve Months	Twelve Months or Greater
Fair value	**$ 163.2**	**$ 26.8**	$ 388.3	$ 28.4
Unrealized losses	**.1**	**.2**	.9	.1

For the investment securities in gross unrealized loss positions identified above, the Company does not intend to sell the investment securities. It is more likely than not that the Company will not be required to sell the investment securities before recovery of the unrealized losses, and the Company expects that the contractual principal and interest will be received on the investment securities. As a result, the Company recognized no other-than-temporary impairments during the periods presented.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

Contractual maturities on marketable debt securities at September 30, 2014 were as follows:

Maturities:	Amortized Cost	Fair Value
Within one year	$ 474.2	$ 474.8
One to five years	839.0	845.7
More than ten years	.1	.1
	$ 1,313.3	$ 1,320.6

NOTE C - Inventories

Inventories are stated at the lower of cost or market. Cost of inventories in the U.S. is determined principally by the last-in, first-out (LIFO) method. Cost of all other inventories is determined principally by the first-in, first-out (FIFO) method.

Inventories include the following:

	September 30 2014	December 31 2013
Finished products	$ 589.0	$ 440.6
Work in process and raw materials	572.4	545.2
	1,161.4	985.8
Less LIFO reserve	(173.3)	(172.2)
	$ 988.1	$ 813.6

Under the LIFO method of accounting (used for approximately 42% of September 30, 2014 inventories), an actual valuation can be made only at the end of each year based on year-end inventory levels and costs. Accordingly, interim valuations are based on management’s estimates of those year-end amounts.

NOTE D - Finance and Other Receivables

Finance and other receivables include the following:

	September 30 2014	December 31 2013
Loans	$ 3,944.1	$ 3,977.4
Direct financing leases	2,762.5	2,680.8
Sales-type finance leases	905.2	921.1
Dealer wholesale financing	1,643.0	1,616.5
Operating lease and other trade receivables	103.3	121.3
Unearned interest: Finance leases	(377.6)	(375.7)
	$ 8,980.5	$ 8,941.4
Less allowance for losses:		
Loans and leases	(109.8)	(110.9)
Dealer wholesale financing	(10.1)	(10.4)
Operating lease and other trade receivables	(8.0)	(8.0)
	$ 8,852.6	$ 8,812.1

Recognition of interest income and rental revenue is suspended (put on non-accrual status) when the receivable becomes more than 90 days past the contractual due date or earlier if some other event causes the Company to determine that collection is not probable. Accordingly, no finance receivables more than 90 days past due were accruing interest at September 30, 2014 or December 31, 2013. Recognition is resumed if the receivable becomes current by the payment of all amounts due under the terms of the existing contract and collection of remaining amounts is considered probable (if not contractually modified) or if the customer makes scheduled payments for three months and collection of remaining amounts is considered probable (if contractually modified). Payments received while the finance receivable is on non-accrual status are applied to interest and principal in accordance with the contractual terms.

Allowance for Credit Losses

The Company continuously monitors the payment performance of its finance receivables. For large retail finance customers and dealers with wholesale financing, the Company regularly reviews their financial statements and makes site visits and phone contact as appropriate. If the Company becomes aware of circumstances that could cause those customers or dealers to face financial difficulty, whether or not they are past due, the customers are placed on a watch list.

The Company modifies loans and finance leases as a normal part of its Financial Services operations. The Company may modify loans and finance leases for commercial reasons or for credit reasons. Modifications for commercial reasons are changes to contract terms for customers that are not considered to be in financial difficulty. Modifications for credit reasons are changes to contract terms for customers considered to be in financial difficulty. The Company's modifications typically result in granting more time to pay the contractual amounts owed and charging a fee and interest for the term of the modification.

On average, modifications extended contractual terms by approximately four months in 2014 and six months in 2013 and did not have a significant effect on the weighted average term or interest rate of the total portfolio at September 30, 2014 and December 31, 2013.

When considering whether to modify customer accounts for credit reasons, the Company evaluates the creditworthiness of the customers and modifies those accounts that the Company considers likely to perform under the modified terms. When the Company modifies loans and finance leases for credit reasons and grants a concession, the modifications are classified as troubled debt restructurings (TDRs). The Company does not typically grant credit modifications for customers that do not meet minimum underwriting standards since the Company normally repossesses the financed equipment in these circumstances. When such modifications do occur, they are considered TDRs.

The Company has developed a systematic methodology for determining the allowance for credit losses for its two portfolio segments, retail and wholesale. The retail segment consists of retail loans and direct and sales-type finance leases, net of unearned interest. The wholesale segment consists of truck inventory financing loans to dealers that are collateralized by trucks and other collateral. The wholesale segment generally has less risk than the retail segment. Wholesale receivables generally are shorter in duration than retail receivables, and the Company requires monthly reporting of the wholesale dealer's financial condition, conducts periodic audits of the trucks being financed and in many cases, obtains personal guarantees or other security such as dealership assets. In determining the allowance for credit losses, retail loans and finance leases are evaluated together since they relate to a similar customer base, their contractual terms require regular payment of principal and interest generally over 36 to 60 months and they are secured by the same type of collateral. The allowance for credit losses consists of both specific and general reserves.

The Company individually evaluates certain finance receivables for impairment. Finance receivables that are evaluated individually for impairment consist of all wholesale accounts and certain large retail accounts with past due balances or otherwise determined to be at a higher risk of loss. A finance receivable is impaired if it is considered probable the Company will be unable to collect all contractual interest and principal payments as scheduled. In addition, all retail loans and leases which have been classified as TDRs and all customer accounts over 90 days past due are considered impaired. Generally, impaired accounts are on non-accrual status. Impaired accounts classified as TDRs which have been performing for 90 consecutive days are placed on accrual status if it is deemed probable that the Company will collect all principal and interest payments.

Impaired receivables are generally considered collateral dependent. Large balance retail and all wholesale impaired receivables are individually evaluated to determine the appropriate reserve for losses. The determination of reserves for large balance impaired receivables considers the fair value of the associated collateral. When the underlying collateral fair value exceeds the Company's recorded investment, no reserve is recorded. Small balance impaired receivables with similar risk characteristics are evaluated as a separate pool to determine the appropriate reserve for losses using the historical loss information discussed below.

For finance receivables that are not individually impaired, the Company collectively evaluates and determines the general allowance for credit losses for both retail and wholesale receivables based on historical loss information, using past due account data and current market conditions. Information used includes assumptions regarding the likelihood of collecting current and past due accounts, repossession rates, the recovery rate on the underlying collateral based on used truck values and other pledged collateral or recourse. The Company has developed a range of loss estimates for each of its country portfolios based on historical experience, taking into account loss frequency and severity in both strong and weak truck market conditions. A projection is made of the range of estimated credit losses inherent in the portfolio from which an amount is determined as probable based on current market conditions and other factors impacting the creditworthiness of the Company's borrowers and their ability to repay. After determining the appropriate level of the allowance for credit losses, a provision for losses on finance receivables is charged to income as necessary to reflect management's estimate of incurred credit losses, net of recoveries, inherent in the portfolio.

In determining the fair value of the collateral, the Company uses a pricing matrix and categorizes the fair value as Level 2 in the hierarchy of fair value measurement. The pricing matrix is reviewed quarterly and updated as appropriate. The pricing matrix considers the make, model and year of the equipment as well as recent sales prices of comparable equipment through wholesale channels to the Company's dealers (principal market). The fair value of the collateral also considers the overall condition of the equipment.

Accounts are charged-off against the allowance for credit losses when, in the judgment of management, they are considered uncollectible (generally upon repossession of the collateral). Typically the timing between the repossession and charge-off is not significant. In cases where repossession is delayed (e.g., for legal proceedings), the Company records partial charge-offs. The charge-off is determined by comparing the fair value of the collateral, less cost to sell, to the recorded investment.

For the following credit quality disclosures, finance receivables are classified as dealer wholesale, dealer retail and customer retail segments. The dealer wholesale segment consists of truck inventory financing to PACCAR dealers. The dealer retail segment consists of loans and leases to participating dealers and franchises that use the proceeds to fund customers' acquisition of commercial vehicles and related equipment. The customer retail segment consists of loans and leases directly to customers for the acquisition of commercial vehicles and related equipment. Customer retail receivables are further segregated between fleet and owner/operator classes. The fleet class consists of customer retail accounts operating more than five trucks. All other customer retail accounts are considered owner/operator. Each individual class has similar measurement attributes, risk characteristics and common methods to monitor and assess credit risk.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

The allowance for credit losses is summarized as follows:

	2014				
	Dealer		Customer		
	Wholesale	Retail	Retail	Other*	Total
Balance at January 1	**$ 10.4**	**$13.4**	**$ 97.5**	**$ 8.0**	**$129.3**
Provision for losses	**.2**	**(.5)**	**11.5**	**1.3**	**12.5**
Charge-offs			**(11.4)**	**(2.7)**	**(14.1)**
Recoveries			**3.3**	**.6**	**3.9**
Currency translation and other	**(.5)**	**(.1)**	**(3.9)**	**.8**	**(3.7)**
Balance at September 30	**$ 10.1**	**$12.8**	**$ 97.0**	**$ 8.0**	**$127.9**

	2013				
	Dealer		Customer		
	Wholesale	Retail	Retail	Other*	Total
Balance at January 1	$ 11.8	$13.4	$ 99.2	$ 5.6	$130.0
Provision for losses	(.7)	(.7)	11.2	5.6	15.4
Charge-offs	(.2)		(11.1)	(6.7)	(18.0)
Recoveries			4.2	1.0	5.2
Currency translation and other		(.1)	(4.0)	3.2	(.9)
Balance at September 30	$ 10.9	$12.6	$ 99.5	$ 8.7	$131.7

* Operating lease and other trade receivables.

Information regarding finance receivables evaluated and determined individually and collectively is as follows:

	Dealer		Customer	
At September 30, 2014	**Wholesale**	**Retail**	**Retail**	**Total**
Recorded investment for impaired finance receivables evaluated individually	**$ 16.0**		**$ 59.5**	**$ 75.5**
Allowance for impaired finance receivables determined individually	**1.1**		**6.1**	**7.2**
Recorded investment for finance receivables evaluated collectively	**1,627.0**	**$ 1,512.8**	**5,661.9**	**8,801.7**
Allowance for finance receivables determined collectively	**9.0**	**12.8**	**90.9**	**112.7**

	Dealer		Customer	
At December 31, 2013	Wholesale	Retail	Retail	Total
Recorded investment for impaired finance receivables evaluated individually	$ 8.5		$ 42.1	$ 50.6
Allowance for impaired finance receivables determined individually	1.4		5.9	7.3
Recorded investment for finance receivables evaluated collectively	1,608.0	$ 1,525.6	5,635.9	8,769.5
Allowance for finance receivables determined collectively	9.0	13.4	91.6	114.0

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

The recorded investment for finance receivables that are on non-accrual status is as follows:

	September 30 2014	December 31 2013
Dealer:		
Wholesale	**$ 14.8**	$ 8.0
Customer retail:		
Fleet	**41.6**	30.5
Owner/operator	**10.1**	8.6
	$ 66.5	$ 47.1

Impaired Loans

Impaired loans with no specific reserves were $28.3 and $10.7 at September 30, 2014 and December 31, 2013, respectively. Impaired loans with a specific reserve are summarized below. The impaired loans with specific reserve represent the unpaid principal balance. The recorded investment of impaired loans as of September 30, 2014 and December 31, 2013 was not significantly different than the unpaid principal balance.

	Dealer		**Customer Retail**		
At September 30, 2014	**Wholesale**	**Retail**	**Fleet**	**Owner/ Operator**	**Total**
Impaired loans with a specific reserve	**$ 3.0**		**$ 13.6**	**$ 2.8**	**$ 19.4**
Associated allowance	**(1.1)**		**(1.6)**	**(.5)**	**(3.2)**
Net carrying amount of impaired loans	**$ 1.9**		**$ 12.0**	**$ 2.3**	**$ 16.2**
Average recorded investment*	**$ 8.9**		**$ 21.6**	**$ 3.2**	**$ 33.7**

* Represents the average during the 12 months ended September 30, 2014.

	Dealer		Customer Retail		
At December 31, 2013	Wholesale	Retail	Fleet	Owner/ Operator	Total
Impaired loans with a specific reserve	$ 8.5		$ 10.8	$ 3.1	$ 22.4
Associated allowance	(1.4)		(2.1)	(.6)	(4.1)
Net carrying amount of impaired loans	$ 7.1		$ 8.7	$ 2.5	$ 18.3
Average recorded investment*	$ 4.8		$ 31.4	$ 6.0	$ 42.2

* Represents the average during the 12 months ended September 30, 2013.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

During the period the loans above were considered impaired, interest income recognized on a cash basis is as follows:

	Three Months Ended September 30		Nine Months Ended September 30	
	2014	2013	**2014**	2013
Interest income recognized:				
Dealer wholesale			**$ .1**	$ .1
Customer retail - fleet	**$ .3**	$ .5	**.9**	1.8
Customer retail - owner/operator	**.1**		**.3**	.4
	$ .4	$ .5	**$ 1.3**	$ 2.3

Credit Quality

The Company's customers are principally concentrated in the transportation industry in North America, Europe and Australia. The Company's portfolio is diversified over a large number of customers and dealers with no single customer or dealer balances representing over 5% of the total portfolio. The Company retains as collateral a security interest in the related equipment.

At the inception of each contract, the Company considers the credit risk based on a variety of credit quality factors including prior payment experience, customer financial information, credit-rating agency ratings, loan-to-value ratios and other internal metrics. On an ongoing basis, the Company monitors credit quality based on past due status and collection experience as there is a meaningful correlation between the past due status of customers and the risk of loss.

The Company has three credit quality indicators: performing, watch and at-risk. Performing accounts pay in accordance with the contractual terms and are not considered high-risk. Watch accounts include accounts 31 to 90 days past due and large accounts that are performing but are considered to be high-risk. Watch accounts are not impaired. At-risk accounts are accounts that are impaired, including TDRs, accounts over 90 days past due and other accounts on non-accrual status. The tables below summarize the Company's finance receivables by credit quality indicator and portfolio class.

	Dealer		**Customer Retail**		
At September 30, 2014	**Wholesale**	**Retail**	**Fleet**	**Owner/ Operator**	**Total**
Performing	**$1,611.0**	**$1,511.3**	**$4,480.4**	**$1,158.9**	**$8,761.6**
Watch	**16.0**	**1.5**	**14.4**	**8.2**	**40.1**
At-risk	**16.0**		**48.6**	**10.9**	**75.5**
	$1,643.0	**$1,512.8**	**$4,543.4**	**$1,178.0**	**$8,877.2**

	Dealer		Customer Retail		
At December 31, 2013	Wholesale	Retail	Fleet	Owner/ Operator	Total
Performing	$1,576.9	$1,520.1	$4,396.5	$1,219.5	$8,713.0
Watch	31.1	5.5	12.7	7.2	56.5
At-risk	8.5		33.3	8.8	50.6
	$1,616.5	$1,525.6	$4,442.5	$1,235.5	$8,820.1

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

The tables below summarize the Company's finance receivables by aging category. In determining past due status, the Company considers the entire contractual account balance past due when any installment is over 30 days past due. Substantially all customer accounts that were greater than 30 days past due prior to credit modification became current upon modification for aging purposes.

	Dealer		Customer Retail		
At September 30, 2014	**Wholesale**	**Retail**	**Fleet**	**Owner/ Operator**	**Total**
Current and up to 30 days past due	**$1,631.8**	**$1,512.8**	**$4,516.1**	**$1,161.7**	**$8,822.4**
31 – 60 days past due	**6.2**		**16.4**	**7.7**	**30.3**
Greater than 60 days past due	**5.0**		**10.9**	**8.6**	**24.5**
	$1,643.0	**$1,512.8**	**$4,543.4**	**$1,178.0**	**$8,877.2**

	Dealer		Customer Retail		
At December 31, 2013	Wholesale	Retail	Fleet	Owner/ Operator	Total
Current and up to 30 days past due	$1,611.7	$1,525.6	$4,417.5	$1,221.4	$8,776.2
31 – 60 days past due	1.7		9.2	6.3	17.2
Greater than 60 days past due	3.1		15.8	7.8	26.7
	$1,616.5	$1,525.6	$4,442.5	$1,235.5	$8,820.1

Troubled Debt Restructurings

The balance of TDRs was $41.4 and $27.6 at September 30, 2014 and December 31, 2013, respectively. At modification date, the pre-modification and post-modification recorded investment balances for finance receivables modified during the period by portfolio class are as follows:

	Three Months Ended September 30, 2014		**Nine Months Ended September 30, 2014**	
	Recorded Investment		**Recorded Investment**	
	Pre-Modification	**Post-Modification**	**Pre-Modification**	**Post-Modification**
Fleet	**$ 18.7**	**$ 18.5**	**$ 24.1**	**$ 23.9**
Owner/operator	**.4**	**.4**	**1.7**	**1.7**
	$ 19.1	**$ 18.9**	**$ 25.8**	**$ 25.6**

	Three Months Ended September 30, 2013		Nine Months Ended September 30, 2013	
	Recorded Investment		Recorded Investment	
	Pre-Modification	Post-Modification	Pre-Modification	Post-Modification
Fleet	$ 1.5	$ 1.3	$ 9.2	$ 8.9
Owner/operator	.7	.7	1.4	1.4
	$ 2.2	$ 2.0	$ 10.6	$ 10.3

The effect on the allowance for credit losses from such modifications was not significant at September 30, 2014 and 2013.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

TDRs modified during the previous twelve months that subsequently defaulted (i.e., became more than 30 days past due) during the period by portfolio class are as follows:

Nine Months Ended September 30,	2014	2013
Fleet	**$ 1.6**	$ 2.5
Owner/operator	**.9**	.2
	$ 2.5	$ 2.7

The TDRs that subsequently defaulted did not significantly impact the Company's allowance for credit losses at September 30, 2014 and 2013.

Repossessions

When the Company determines a customer is not likely to meet its contractual commitments, the Company repossesses the vehicles which serve as collateral for the loans, finance leases and equipment under operating lease. The Company records the vehicles as used truck inventory included in Financial Services other assets on the Consolidated Balance Sheets. The balance of repossessed inventory at September 30, 2014 and December 31, 2013 was $18.4 and $13.7, respectively. Proceeds from the sales of repossessed assets were $44.3 and $44.5 for the nine months ended September 30, 2014 and 2013, respectively. These amounts are included in proceeds from asset disposals in the Condensed Consolidated Statements of Cash Flows. Write-downs of repossessed equipment on operating leases are recorded as impairments and included in Financial Services depreciation and other expense on the Consolidated Statements of Comprehensive Income.

NOTE E - Product Support Liabilities

Product support liabilities are estimated future payments related to product warranties, optional extended warranties and repair and maintenance (R&M) contracts. The Company generally offers one year warranties covering most of its vehicles and related aftermarket parts. For vehicles equipped with engines manufactured by PACCAR, the Company generally offers two year warranties on the engine. Specific terms and conditions vary depending on the product and the country of sale. Optional extended warranty and R&M contracts can be purchased for periods which generally range up to five years. Warranty expenses and reserves are estimated and recorded at the time products or contracts are sold based on historical data regarding the source, frequency and cost of claims, net of any recoveries. The Company periodically assesses the adequacy of its recorded liabilities and adjusts them as appropriate to reflect actual experience. Revenue from extended warranty and R&M contracts is deferred and recognized to income generally on a straight-line basis over the contract period. Warranty and R&M costs on these contracts are recognized as incurred.

Changes in product support liabilities are summarized as follows:

	2014	2013
Balance at January 1	**$ 630.5**	$ 540.7
Cost accruals and revenue deferrals	**490.0**	343.3
Payments and revenue recognized	**(335.0)**	(300.7)
Currency translation	**(27.2)**	4.6
Balance at September 30	**$ 758.3**	$ 587.9

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

In prior periods, cost accruals and revenue deferrals for the R&M contracts were netted against payments and revenue recognized instead of showing these amounts gross. The netting of these amounts affected only the disclosure in Note E; there was no effect on the Consolidated Statements of Comprehensive Income, the Consolidated Balance Sheets or the Condensed Consolidated Statements of Cash Flows. The table below presents "Cost accruals and revenue deferrals" and "Payments and revenue recognized" as previously reported in Note E and as revised:

	Nine Months Ended September 30, 2013	
	Previously Reported	Revised
Cost accruals and revenue deferrals	$ 238.0	$ 343.3
Payments and revenue recognized	(195.4)	(300.7)

NOTE F – Stockholders' Equity

Comprehensive Income

The components of comprehensive income are as follows:

	Three Months Ended September 30		Nine Months Ended September 30	
	2014	2013	**2014**	2013
Net income	**$ 371.4**	$ 309.4	**$ 964.5**	$ 837.1
Other comprehensive income (OCI):				
Unrealized gains (losses) on derivative contracts	**7.5**	(3.5)	**7.9**	9.8
Tax effect	**(2.6)**	.8	**(2.4)**	(3.3)
	4.9	(2.7)	**5.5**	6.5
Unrealized gains (losses) on marketable debt securities	**1.0**	.1	**4.7**	(5.7)
Tax effect	**(.1)**		**(1.1)**	1.6
	.9	.1	**3.6**	(4.1)
Pension plans	**14.5**	2.5	**22.0**	36.8
Tax effect	**(4.4)**	(1.5)	**(7.0)**	(12.6)
	10.1	1.0	**15.0**	24.2
Foreign currency translation (losses) gains	**(278.0)**	120.4	**(231.4)**	(58.2)
Net other comprehensive (loss) income	**(262.1)**	118.8	**(207.3)**	(31.6)
Comprehensive income	**$ 109.3**	$ 428.2	**$ 757.2**	$ 805.5

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

Accumulated Other Comprehensive (Loss) Income

The components of AOCI as of September 30, 2014 and December 31, 2013 and the changes in AOCI, net of tax, included in the Consolidated Balance Sheets, consisted of the following:

	Derivative Contracts	**Marketable Debt Securities**	**Pension Plans**	**Foreign Currency Translation**	**Total**
Balance at December 31, 2013	**$ (15.1)**	**$ 1.7**	**$(262.2)**	**$ 284.3**	**$ 8.7**
Recorded into AOCI	**(.2)**	**4.1**	**3.8**	**(231.4)**	**(223.7)**
Reclassified out of AOCI	**5.7**	**(.5)**	**11.2**		**16.4**
Net other comprehensive income (loss)	**5.5**	**3.6**	**15.0**	**(231.4)**	**(207.3)**
Balance at September 30, 2014	**$ (9.6)**	**$ 5.3**	**$(247.2)**	**$ 52.9**	**$(198.6)**

The components of AOCI as of September 30, 2013 and December 31, 2012 and the changes in AOCI, net of tax, included in the Consolidated Balance Sheets, consisted of the following:

	Derivative Contracts	Marketable Debt Securities	Pension Plans	Foreign Currency Translation	Total
Balance at December 31, 2012	$ (27.2)	$ 6.6	$(496.5)	$ 357.6	$(159.5)
Recorded into AOCI	27.3	(5.1)	2.1	(56.2)	(31.9)
Reclassified out of AOCI	(20.8)	1.0	22.1	(2.0)	.3
Net other comprehensive income (loss)	6.5	(4.1)	24.2	(58.2)	(31.6)
Balance at September 30, 2013	$ (20.7)	$ 2.5	$(472.3)	$ 299.4	$(191.1)

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

Reclassifications out of AOCI during the nine months ended September 30, 2014 are as follows:

AOCI Components	Line Item in the Consolidated Statements of Comprehensive Income	Amount Reclassified Out of AOCI
Unrealized (gains) and losses on derivative contracts:		
Truck, Parts and Other		
Foreign-exchange contracts	**Cost of sales and revenues**	**$ 1.7**
	Interest and other expense, net	**.1**
Financial Services		
Interest-rate contracts	**Interest and other borrowing expenses**	**8.0**
	Pre-tax expense increase	**9.8**
	Tax benefit	**(4.1)**
	After-tax expense increase	**5.7**
Unrealized (gains) and losses on marketable debt securities:		
Marketable debt securities	**Investment income**	**(.8)**
	Tax expense	**.3**
	After-tax income increase	**(.5)**
Pension plans:		
Truck, Parts and Other		
Actuarial loss	**Cost of sales and revenues $8.4, SG&A $6.5**	**14.9**
Prior service costs	**Cost of sales and revenues $.7, SG&A $.2**	**.9**
Financial Services		
Actuarial loss	**SG&A**	**.8**
	Pre-tax expense increase	**16.6**
	Tax benefit	**(5.4)**
	After-tax expense increase	**11.2**
Total reclassifications out of AOCI		**$ 16.4**

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

Reclassifications out of AOCI during the nine months ended September 30, 2013 are as follows:

AOCI Components	Line Item in the Consolidated Statements of Comprehensive Income	Amount Reclassified Out of AOCI
Unrealized (gains) and losses on derivative contracts:		
Truck, Parts and Other		
Foreign-exchange contracts	Cost of sales and revenues	$ (.5)
	Interest and other expense, net	(.2)
Financial Services		
Interest-rate contracts	Interest and other borrowing expenses	(29.1)
	Pre-tax expense reduction	(29.8)
	Tax expense	9.0
	After-tax expense reduction	(20.8)
Unrealized (gains) and losses on marketable debt securities:		
Marketable debt securities	Investment income	1.4
	Tax benefit	(.4)
	After-tax income reduction	1.0
Pension plans:		
Truck, Parts and Other		
Prior service costs	Cost of sales and revenues $.8, SG&A $.1	.9
Actuarial loss	Cost of sales and revenues $17.4, SG&A $14.2 R&D $.1	31.7
Financial Services		
Actuarial loss	SG&A	1.3
	Pre-tax expense increase	33.9
	Tax benefit	(11.8)
	After-tax expense increase	22.1
Foreign currency translation:		
Truck, Parts and Other	Interest and other expense, net	(1.1)
Financial Services	Interest and other borrowing expenses	(.9)
	Expense reduction	(2.0)
Total reclassifications out of AOCI		$ .3

Stock Compensation Plans

Stock-based compensation expense was $2.5 and $12.9 for the three and nine months ended September 30, 2014, respectively, and $2.7 and $11.2 for the three and nine months ended September 30, 2013, respectively. Realized tax benefits related to the excess of deductible amounts over expense recognized amounted to $.5 and $2.0 for the three and nine months ended September 30, 2014, respectively, and $1.0 and $2.5 for the three and nine months ended September 30, 2013, respectively, and have been classified as a financing cash flow.

During the first three quarters of 2014, the Company issued 541,252 common shares under deferred and stock compensation arrangements.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

NOTE G - Income Taxes

The effective income tax rate in the third quarter of 2014 of 32.8% increased from 29.7% in the same period of 2013, and the effective income tax rate in the first nine months of 2014 of 33.0% increased from 30.8% in the same period of 2013. The increases in the effective tax rates for the third quarter and first nine months were primarily due to a higher proportion of income generated in higher taxed jurisdictions in 2014 as compared to 2013.

NOTE H - Segment Information

PACCAR operates in three principal segments: Truck, Parts and Financial Services.

	Three Months Ended September 30		Nine Months Ended September 30	
	2014	2013	**2014**	2013
Net sales and revenues:				
Truck	**$4,000.1**	$3,416.6	**$11,168.1**	$ 9,924.6
Less intersegment	**(189.5)**	(155.4)	**(573.3)**	(460.1)
External customers	**3,810.6**	3,261.2	**10,594.8**	9,464.5
Parts	**797.0**	726.2	**2,324.3**	2,126.0
Less intersegment	**(12.8)**	(10.9)	**(35.5)**	(33.8)
External customers	**784.2**	715.3	**2,288.8**	2,092.2
Other	**27.7**	30.1	**92.1**	92.8
	4,622.5	4,006.6	**12,975.7**	11,649.5
Financial Services	**305.9**	293.5	**902.2**	875.4
	$4,928.4	$4,300.1	**$13,877.9**	$12,524.9
Income (loss) before income taxes:				
Truck	**$ 330.0**	$ 242.5	**$ 801.9**	$ 645.9
Parts	**127.9**	106.5	**366.7**	311.2
Other	**(8.1)**	(4.5)	**(19.8)**	(18.6)
	449.8	344.5	**1,148.8**	938.5
Financial Services	**96.9**	88.2	**274.1**	249.8
Investment income	**5.7**	7.3	**17.0**	21.8
	$ 552.4	$ 440.0	**$ 1,439.9**	$ 1,210.1
Depreciation and amortization:				
Truck	**$ 103.5**	$ 89.2	**$ 303.7**	$ 250.9
Parts	**1.5**	1.2	**4.2**	3.9
Other	**3.1**	2.5	**8.4**	7.4
	108.1	92.9	**316.3**	262.2
Financial Services	**122.0**	113.5	**361.3**	326.5
	$ 230.1	$ 206.4	**$ 677.6**	$ 588.7

Truck and Parts

The Truck segment includes the manufacture of trucks and the Parts segment includes the distribution of related aftermarket parts, both of which are sold through the same network of independent dealers. These segments derive a large proportion of their revenues and operating profits from operations in North America and Europe. The Truck segment incurs substantial costs to design, manufacture and sell trucks to its customers. The sale of new trucks provides the Parts segment with the basis for parts sales that may continue over the life of the truck, but are generally concentrated in the first five years after truck delivery. To reflect the benefit the Parts segment receives from costs incurred by the Truck segment, certain expenses are allocated from the Truck segment to the Parts segment. The expenses allocated are based on a percentage of the average annual expenses for factory overhead, engineering, research and development (R&D) and selling, general and administrative (SG&A) expenses for the preceding five years. The allocation is based on the ratio of the average parts direct margin dollars (net sales less material and labor costs) to the total truck and parts direct margin dollars for the previous five years. The Company believes such expenses have been allocated on a reasonable basis. Truck segment assets related to the indirect expense allocation are not allocated to the Parts segment.

Financial Services

The Financial Services segment includes finance and leasing of primarily PACCAR products and services provided to truck customers and dealers. Revenues are primarily generated from operations in North America and Europe.

Other

Included in Other is the Company's industrial winch manufacturing business. Also within this category are other sales, income and expense not attributable to a reportable segment, including a portion of corporate expenses.

The accounting policies of the reportable segments are the same as those applied in the consolidated financial statements as described in Note A of the Company's Annual Report on Form 10-K for the year ended December 31, 2013.

NOTE I - Derivative Financial Instruments

As part of its risk management strategy, the Company enters into derivative contracts to hedge against interest rates and foreign currency risk. Certain derivative instruments designated as either cash flow hedges or fair value hedges are subject to hedge accounting. Derivative instruments that are not subject to hedge accounting are held as economic hedges. The Company's policies prohibit the use of derivatives for speculation or trading. At the inception of each hedge relationship, the Company documents its risk management objectives, procedures and accounting treatment. All of the Company's interest-rate and certain foreign exchange contracts are transacted under International Swaps and Derivatives Association (ISDA) master agreements. Each agreement permits the net settlement of amounts owed in the event of default and certain other termination events. For derivative financial instruments, the Company has elected not to offset derivative positions in the balance sheet with the same counterparty under the same agreements and is not required to post or receive collateral. Exposure limits and minimum credit ratings are used to minimize the risks of counterparty default. The Company had no material exposures to default at September 30, 2014.

The Company uses regression analysis to assess effectiveness of interest-rate contracts on a quarterly basis. For foreign-exchange contracts, the Company performs quarterly assessments to ensure that critical terms continue to match. All components of the derivative instrument's gain or loss are included in the assessment of hedge effectiveness. Gains or losses on the ineffective portion of cash flow hedges are recognized currently in earnings. Hedge accounting is discontinued prospectively when the Company determines that a derivative financial instrument has ceased to be a highly effective hedge.

Interest-Rate Contracts: The Company enters into various interest-rate contracts, including interest-rate swaps and cross currency interest-rate swaps. Interest-rate swaps involve the exchange of fixed for floating rate or floating for fixed rate interest payments based on the contractual notional amounts in a single currency. Cross currency interest-rate swaps involve the exchange of notional amounts and interest payments in different currencies. The Company is exposed to interest-rate and exchange-rate risk caused by market volatility as a result of its borrowing activities. The objective of these contracts is to mitigate the fluctuations on earnings, cash flows and fair value of borrowings. Net amounts paid or received are reflected as adjustments to interest expense.

At September 30, 2014, the notional amount of the Company's interest-rate contracts was $3,724.3. Notional maturities for all interest-rate contracts are $238.5 for the remainder of 2014, $1,271.4 for 2015, $1,230.7 for 2016, $543.3 for 2017, $330.2 for 2018 and $110.2 thereafter. The majority of these contracts are floating to fixed swaps that effectively convert an equivalent amount of commercial paper and other variable rate debt to fixed rates.

Foreign-Exchange Contracts: The Company enters into foreign-exchange contracts to hedge certain anticipated transactions and assets and liabilities denominated in foreign currencies, particularly the Canadian dollar, the euro, the British pound, the Australian dollar, the Brazilian real and the Mexican peso. The objective is to reduce fluctuations in earnings and cash flows associated with changes in foreign currency exchange rates. At September 30, 2014, the notional amount of the outstanding foreign-exchange contracts was $351.4. Foreign-exchange contracts mature within one year.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

The following table presents the balance sheet classification, fair value, gross and pro-forma net amounts of derivative financial instruments:

	September 30, 2014		December 31, 2013	
	Assets	**Liabilities**	Assets	Liabilities
Derivatives designated under hedge accounting:				
Interest-rate contracts:				
Financial Services:				
Other assets	**$ 54.5**		$ 46.3	
Deferred taxes and other liabilities		**$ 48.2**		$ 67.7
Foreign-exchange contracts:				
Truck, Parts and Other:				
Other current assets	**1.7**			
Accounts payable, accrued expenses and other		**.6**		.6
Total	**$ 56.2**	**$ 48.8**	$ 46.3	$ 68.3
Economic hedges:				
Interest-rate contracts:				
Financial Services:				
Deferred taxes and other liabilities		**$ .2**		
Foreign-exchange contracts:				
Truck, Parts and Other:				
Other current assets	**$ .7**		$ .6	
Accounts payable, accrued expenses and other		**.5**		$ .2
Financial Services:				
Other assets	**7.3**		1.1	
Deferred taxes and other liabilities		**.1**		.1
Total	**$ 8.0**	**$ .8**	$ 1.7	$ .3
Gross amounts recognized in Balance Sheet	**$ 64.2**	**$ 49.6**	$ 48.0	$ 68.6
Less amounts not offset in financial instruments:				
Truck, Parts and Other:				
Foreign-exchange contracts	**(.1)**	**(.1)**	(.2)	(.2)
Financial Services:				
Interest-rate contracts	**(3.5)**	**(3.5)**	(16.1)	(16.1)
Pro-forma net amount	**$ 60.6**	**$ 46.0**	$ 31.7	$ 52.3

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

Fair Value Hedges

Changes in the fair value of derivatives designated as fair value hedges are recorded in earnings together with the changes in fair value of the hedged item attributable to the risk being hedged. The (income) or expense recognized in earnings related to fair value hedges was included in interest and other borrowing expenses in the Financial Services segment of the Consolidated Statements of Comprehensive Income as follows:

	Three Months Ended September 30		Nine Months Ended September 30	
	2014	2013	**2014**	2013
Interest-rate swaps	**$ .6**	$ .2	**$ .1**	$ .6
Term notes	**(1.0)**	(1.2)	**(2.2)**	(3.9)

Cash Flow Hedges

Substantially all of the Company's interest-rate contracts and some foreign-exchange contracts have been designated as cash flow hedges. Changes in the fair value of derivatives designated as cash flow hedges are recorded in AOCI to the extent such hedges are considered effective. The maximum length of time over which the Company is hedging its exposure to the variability in future cash flows is 6.4 years.

Amounts in AOCI are reclassified into net income in the same period in which the hedged transaction affects earnings. Net realized gains and losses from interest-rate contracts are recognized as an adjustment to interest expense. Net realized gains and losses from foreign-exchange contracts are recognized as an adjustment to cost of sales or to Financial Services interest expense, consistent with the hedged transaction. The Company recognized gains on the ineffective portions of $.3 for the third quarters of 2014 and 2013, and gain of nil and $.1 for the first nine months of 2014 and 2013, respectively.

The following table presents the pre-tax effects of derivative instruments recognized in OCI:

	Three Months Ended September 30, 2014		**Nine Months Ended September 30, 2014**	
	Interest-Rate Contracts	**Foreign-Exchange Contracts**	**Interest-Rate Contracts**	**Foreign-Exchange Contracts**
Gain (loss) recognized in OCI:				
Truck, Parts and Other		**$ 2.5**		**$ (.3)**
Financial Services	**$ 28.7**		**$ (1.6)**	
	$ 28.7	**$ 2.5**	**$ (1.6)**	**$ (.3)**

	Three Months Ended September 30, 2013		Nine Months Ended September 30, 2013	
	Interest-Rate Contracts	Foreign-Exchange Contracts	Interest-Rate Contracts	Foreign-Exchange Contracts
(Loss) gain recognized in OCI:				
Truck, Parts and Other		$ (4.6)		$ (1.7)
Financial Services	$ (33.1)		$ 41.3	
	$ (33.1)	$ (4.6)	$ 41.3	$ (1.7)

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

Expense (income) reclassified out of AOCI into income:

	Three Months Ended September 30, 2014		**Nine Months Ended September 30, 2014**	
	Interest-Rate Contracts	**Foreign-Exchange Contracts**	**Interest-Rate Contracts**	**Foreign-Exchange Contracts**
Truck, Parts and Other:				
Cost of sales and revenues		**$ (.1)**		**$ 1.7**
Interest and other expense, net				**.1**
Financial Services:				
Interest and other borrowing expenses	**$ (23.6)**		**$ 8.0**	
	$ (23.6)	**$ (.1)**	**$ 8.0**	**$ 1.8**

	Three Months Ended September 30, 2013		Nine Months Ended September 30, 2013	
	Interest-Rate Contracts	Foreign-Exchange Contracts	Interest-Rate Contracts	Foreign-Exchange Contracts
Truck, Parts and Other:				
Cost of sales and revenues		$ 1.8		$ (.5)
Interest and other expense, net		(.5)		(.2)
Financial Services:				
Interest and other borrowing expenses	$ 32.8		$ (29.1)	
	$ 32.8	$ 1.3	$ (29.1)	$ (.7)

The amount of loss recorded in AOCI at September 30, 2014 that is estimated to be reclassified to interest expense or cost of sales in the following 12 months if interest rates and exchange rates remain unchanged is approximately $21.1, net of taxes. The fixed interest earned on finance receivables will offset the amount recognized in interest expense, resulting in a stable interest margin consistent with the Company's risk management strategy.

Economic Hedges

For other risk management purposes, the Company enters into derivative instruments that do not qualify for hedge accounting. These derivative instruments are used to mitigate the risk of market volatility arising from borrowings and foreign currency denominated transactions. Changes in the fair value of economic hedges are recorded in earnings in the period in which the change occurs.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

The expense (income) recognized in earnings related to economic hedges is as follows:

	Three Months Ended September 30, 2014		**Nine Months Ended September 30, 2014**	
	Interest-Rate Contracts	**Foreign-Exchange Contracts**	**Interest-Rate Contracts**	**Foreign-Exchange Contracts**
Truck, Parts and Other:				
Cost of sales and revenues		**$ (3.8)**		**$ (4.0)**
Interest and other expense, net		**1.9**		**2.2**
Financial Services:				
Interest and other borrowing expenses	**$ (.3)**	**(7.8)**		**(3.1)**
	$ (.3)	**$ (9.7)**		**$ (4.9)**

	Three Months Ended September 30, 2013		Nine Months Ended September 30, 2013	
	Interest-Rate Contracts	Foreign-Exchange Contracts	Interest-Rate Contracts	Foreign-Exchange Contracts
Truck, Parts and Other:				
Cost of sales and revenues		$ (1.3)		$ (.9)
Interest and other expense, net		.4		.8
Financial Services:				
Interest and other borrowing expenses	$ (.1)	(4.3)	$ (1.5)	(8.9)
	$ (.1)	$ (5.2)	$ (1.5)	$ (9.0)

NOTE J - Fair Value Measurements

Fair value represents the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Inputs to valuation techniques used to measure fair value are either observable or unobservable. These inputs have been categorized into the fair value hierarchy described below.

Level 1 – Valuations are based on quoted prices that the Company has the ability to obtain in actively traded markets for identical assets or liabilities. Since valuations are based on quoted prices that are readily and regularly available in an active market or exchange traded market, valuation of these instruments does not require a significant degree of judgment.

Level 2 – Valuations are based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.

Level 3 – Valuations are based on model-based techniques for which some or all of the assumptions are obtained from indirect market information that is significant to the overall fair value measurement and which require a significant degree of management judgment.

There were no transfers of assets or liabilities between Level 1 and Level 2 of the fair value hierarchy during the nine months ended September 30, 2014. The Company’s policy is to recognize transfers between levels at the end of the reporting period.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

The Company uses the following methods and assumptions to measure fair value for assets and liabilities subject to recurring fair value measurements.

Marketable Securities: The Company's marketable debt securities consist of municipal bonds, government obligations, investment-grade corporate obligations, commercial paper, asset-backed securities and term deposits. The fair value of U.S. government obligations is determined using the market approach and is based on quoted prices in active markets and are categorized as Level 1.

The fair value of U.S. government agency obligations, non-U.S. government bonds, municipal bonds, corporate bonds, asset-backed securities, commercial paper and term deposits is determined using the market approach and is primarily based on matrix pricing as a practical expedient which does not rely exclusively on quoted prices for a specific security. Significant inputs used to determine fair value include interest rates, yield curves, credit rating of the security and other observable market information and are categorized as Level 2.

Derivative Financial Instruments: The Company's derivative contracts consist of interest-rate swaps, cross currency swaps and foreign currency exchange contracts. These derivative contracts are traded over the counter, and their fair value is determined using industry standard valuation models, which are based on the income approach (i.e., discounted cash flows). The significant observable inputs into the valuation models include interest rates, yield curves, currency exchange rates, credit default swap spreads and forward rates and are categorized as Level 2.

Assets and Liabilities Subject to Recurring Fair Value Measurement

The Company's assets and liabilities subject to recurring fair value measurements are either Level 1 or Level 2 as follows:

At September 30, 2014	Level 1	Level 2	Total
Assets:			
Marketable debt securities			
U.S. tax-exempt securities		**$ 360.2**	**$ 360.2**
U.S. corporate securities		**61.4**	**61.4**
U.S. government and agency securities	**$ 5.2**	**.2**	**5.4**
Non-U.S. corporate securities		**593.3**	**593.3**
Non-U.S. government securities		**187.5**	**187.5**
Other debt securities		**112.8**	**112.8**
Total marketable debt securities	**$ 5.2**	**$1,315.4**	**$1,320.6**
Derivatives			
Cross currency swaps		**$ 49.8**	**$ 49.8**
Interest-rate swaps		**4.7**	**4.7**
Foreign-exchange contracts		**9.7**	**9.7**
Total derivative assets		**$ 64.2**	**$ 64.2**
Liabilities:			
Derivatives			
Cross currency swaps		**$ 30.7**	**$ 30.7**
Interest-rate swaps		**17.7**	**17.7**
Foreign-exchange contracts		**1.2**	**1.2**
Total derivative liabilities		**$ 49.6**	**$ 49.6**

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

At December 31, 2013	Level 1	Level 2	Total
Assets:			
Marketable debt securities			
U.S. tax-exempt securities		$ 216.1	$ 216.1
U.S. corporate securities		78.2	78.2
U.S. government and agency securities	$ 5.2	.3	5.5
Non-U.S. corporate securities		609.3	609.3
Non-U.S. government securities		217.5	217.5
Other debt securities		140.9	140.9
Total marketable debt securities	$ 5.2	$1,262.3	$1,267.5
Derivatives			
Cross currency swaps		$ 40.9	$ 40.9
Interest-rate swaps		5.4	5.4
Foreign-exchange contracts		1.7	1.7
Total derivative assets		$ 48.0	$ 48.0
Liabilities:			
Derivatives			
Cross currency swaps		$ 42.1	$ 42.1
Interest-rate swaps		25.6	25.6
Foreign-exchange contracts		.9	.9
Total derivative liabilities		$ 68.6	$ 68.6

Fair Value Disclosure of Other Financial Instruments

For financial instruments that are not recognized at fair value, the Company uses the following methods and assumptions to determine the fair value. These instruments are categorized as Level 2, except cash which is categorized as Level 1 and fixed rate loans which are categorized as Level 3.

Cash and Cash Equivalents: Carrying amounts approximate fair value.

Financial Services Net Receivables: For floating-rate loans, wholesale financings, and operating lease and other trade receivables, carrying values approximate fair values. For fixed rate loans, fair values are estimated using the income approach by discounting cash flows to their present value based on current rates for comparable loans. Finance lease receivables and related allowance for credit losses have been excluded from the accompanying table.

Debt: The carrying amounts of financial services commercial paper, variable rate bank loans and variable rate term notes approximate fair value. For fixed rate debt, fair values are estimated using the income approach by discounting cash flows to their present value based on current rates for comparable debt.

Notes to Consolidated Financial Statements (Unaudited) (Millions, Except Share Amounts)

The Company's estimate of fair value for fixed rate loans and debt that are not carried at fair value was as follows:

	September 30, 2014		December 31, 2013	
	Carrying Amount	**Fair Value**	Carrying Amount	Fair Value
Assets:				
Financial Services fixed rate loans	**$ 3,600.3**	**$ 3,646.1**	$ 3,592.7	$ 3,627.3
Liabilities:				
Truck, Parts and Other fixed rate debt			150.0	151.1
Financial Services fixed rate debt	**3,433.9**	**3,453.9**	4,039.1	4,087.0

NOTE K - Employee Benefit Plans

The Company has several defined benefit pension plans, which cover a majority of its employees. The following information details the components of net pension expense for the Company's defined benefit plans:

	Three Months Ended September 30		**Nine Months Ended September 30**	
	2014	2013	**2014**	2013
Service cost	**$ 17.0**	$ 18.3	**$ 51.0**	$ 55.0
Interest on projected benefit obligation	**23.0**	20.2	**69.1**	60.6
Expected return on assets	**(32.1)**	(29.8)	**(96.3)**	(89.4)
Amortization of prior service costs	**.3**	.3	**.9**	.9
Recognized actuarial loss	**5.3**	11.0	**15.7**	33.0
Net pension expense	**$ 13.5**	$ 20.0	**$ 40.4**	$ 60.1

During the three and nine months ended September 30, 2014, the Company contributed $3.7 and $12.0 to its pension plans, respectively, and $5.9 and $12.0 for the three and nine months ended September 30, 2013, respectively.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW:

PACCAR is a global technology company whose Truck segment includes the design and manufacture of high-quality, light-, medium- and heavy-duty commercial trucks. In North America, trucks are sold under the Kenworth and Peterbilt nameplates, in Europe, under the DAF nameplate and in Australia and South America, under the Kenworth and DAF nameplates. The Parts segment includes the distribution of aftermarket parts for trucks and related commercial vehicles. The Company's Financial Services segment derives its earnings primarily from financing or leasing PACCAR products in North America, Europe and Australia. The Company's Other business is the manufacturing and marketing of industrial winches.

Consolidated net sales and revenues in the third quarter of 2014 increased to $4.93 billion from $4.30 billion in the third quarter of 2013. In the first nine months of 2014, net sales and revenue increased to $13.88 billion from $12.52 billion in the same period in 2013. The Company's worldwide truck net sales and revenues in the third quarter of 2014 increased to $3.81 billion from $3.26 billion in the third quarter of 2013. In the first nine months of 2014, truck net sales increased to $10.59 billion from $9.46 billion in the same period of 2013. Increases in truck sales were primarily due to higher sales volume in the U.S. and Canada and higher price realization for higher content Euro 6 emission vehicles. The Company's worldwide parts net sales and revenues increased to a record $784.2 million in the third quarter of 2014 from $715.3 million in the third quarter of 2013. In the first nine months of 2014, worldwide parts net sales and revenues increased to a record $2.29 billion from $2.09 billion in the same period in 2013. Parts growth was due to higher aftermarket demand worldwide and innovative products and services offered by PACCAR Parts. Financial Services revenues increased to $305.9 million in the third quarter of 2014 from $293.5 million in the third quarter of 2013. In the first nine months of 2014, Financial Services revenues increased to $902.2 million from $875.4 million in the same period in 2013. The increase in Financial Services revenues for both periods was primarily due to higher average earning assets.

Third quarter 2014 net income increased to $371.4 million ($1.04 per diluted share) from $309.4 million ($.87 per diluted share) in the third quarter of 2013. For the first nine months of 2014, net income improved to $964.5 million ($2.71 per diluted share) from $837.1 million ($2.36 per diluted share) in the first nine months of 2013. The results reflect improving truck sales in the U.S. and Canada and strong aftermarket Parts and Financial Services results worldwide.

In the third quarter of 2014, DAF introduced the new DAF Euro 6 CF Silent distribution truck for deliveries in urban areas with noise restrictions, and the new DAF Euro 6 CF and XF Low Deck tractors which maximize trailer volume within European height and length regulations. These new vehicles expand DAF's product range in distribution and over-the-road applications and expand DAF's Euro 6 range of trucks.

PACCAR Parts opened a new parts distribution center in Montreal, Canada and now has 17 parts distribution centers supporting over 2,000 DAF, Kenworth and Peterbilt dealer locations.

In the third quarter and first nine months of 2014, the Company's research and development (R&D) expenses were $50.5 million and $153.1 million, respectively, compared to $56.6 million and $190.5 million in the third quarter and first nine months of 2013, respectively. R&D declined as new truck models and engines developed in 2013 and prior years began production. R&D is focused on engine and new vehicle development.

Truck and Parts Outlook

Truck industry retail sales in the U.S. and Canada in 2014 are expected to be 245,000-255,000 units compared to 212,200 units in 2013 driven primarily by economic growth, including improving construction and automotive sectors. The truck market in 2014 is benefiting from some expansion of industry fleet capacity, reflecting improved freight demand. Estimates for U.S. and Canada truck industry class 8 retail sales in 2015 are in the range of 240,000-270,000 driven primarily by continued strong freight tonnage and expansion of fleet capacity to meet increased demand. In Europe, the 2014 truck industry registrations for over 16-tonne vehicles are expected to be 210,000-220,000 units, compared to 240,800 units in 2013. The 2015 industry sales in the above 16-tonne truck market are projected to be in the range of 200,000-240,000 units.

In 2014, Parts industry aftermarket sales are expected to increase 7-9%, and in 2015, aftermarket sales are expected to increase 4-7%, reflecting modest economic growth in the U.S. and Canada and Europe.

In 2014, capital investments are expected to be $225 to $250 million and R&D is expected to be $205 to $215 million and are focused on enhanced powertrain development, new technologies and increased operating efficiency for truck assembly and parts distribution facilities. In 2015, capital expenditures for product development and enhanced operating efficiency are projected to be $325 to $375 million, and research and development expenses are estimated to be $200 to $250 million.

Financial Services Outlook

Based on the truck market outlook, average earning assets in the fourth quarter and in 2015 are expected to be slightly higher than current levels based on truck industry forecasts. Current levels of freight tonnage, freight rates and fleet utilization are contributing to customers' profitability and cash flow. If current freight transportation conditions decline due to weaker economic conditions, past due accounts, truck repossessions and credit losses would likely increase from the current low levels.

See the Forward-Looking Statements section of Management's Discussion and Analysis for factors that may affect these outlooks.

RESULTS OF OPERATIONS:

	Three Months Ended September 30		Nine Months Ended September 30	
($ in millions, except per share amounts)	**2014**	2013	**2014**	2013
Net sales and revenues:				
Truck	**$ 3,810.6**	$ 3,261.2	**$ 10,594.8**	$ 9,464.5
Parts	**784.2**	715.3	**2,288.8**	2,092.2
Other	**27.7**	30.1	**92.1**	92.8
Truck, Parts and Other	**4,622.5**	4,006.6	**12,975.7**	11,649.5
Financial Services	**305.9**	293.5	**902.2**	875.4
	$ 4,928.4	$ 4,300.1	**$ 13,877.9**	$ 12,524.9
Income (loss) before taxes:				
Truck	**$ 330.0**	$ 242.5	**$ 801.9**	$ 645.9
Parts	**127.9**	106.5	**366.7**	311.2
Other	**(8.1)**	(4.5)	**(19.8)**	(18.6)
Truck, Parts and Other	**449.8**	344.5	**1,148.8**	938.5
Financial Services	**96.9**	88.2	**274.1**	249.8
Investment income	**5.7**	7.3	**17.0**	21.8
Income taxes	**(181.0)**	(130.6)	**(475.4)**	(373.0)
Net income	**$ 371.4**	$ 309.4	**$ 964.5**	$ 837.1
Diluted earnings per share	**$ 1.04**	$ .87	**$ 2.71**	$ 2.36
Return on revenues	**7.5%**	7.2%	**6.9%**	6.7%

The following provides an analysis of the results of operations for the Company's three reportable segments, Truck, Parts and Financial Services. Where possible, the Company has quantified the impact of factors identified in the following discussion and analysis. In cases where it is not possible to quantify the impact of factors, the Company lists them in estimated order of importance. Factors for which the Company is unable to specifically quantify the impact include market demand, fuel prices, freight tonnage and economic conditions affecting the Company's results of operations.

2014 Compared to 2013:

Truck

The Company's Truck segment accounted for 77.3% and 76.3% of revenues in the third quarter and first nine months of 2014 compared to 75.8% and 75.6% in the third quarter and first nine months of 2013.

($ in millions)	Three Months Ended September 30			Nine Months Ended September 30		
	2014	2013	% Change	**2014**	2013	% Change
Truck net sales and revenues:						
U.S. and Canada	**$ 2,477.9**	$ 1,880.8	32	**$ 6,560.2**	$ 5,333.3	23
Europe	**816.4**	876.1	(7)	**2,636.7**	2,556.6	3
Mexico, South America, Australia and other	**516.3**	504.3	2	**1,397.9**	1,574.6	(11)
	$ 3,810.6	$ 3,261.2	17	**$ 10,594.8**	$ 9,464.5	12
Truck income before income taxes	**$ 330.0**	$ 242.5	36	**$ 801.9**	$ 645.9	24
Pre-tax return on revenues	**8.7%**	7.4%		**7.6%**	6.8%	

The Company's worldwide truck net sales and revenues in the third quarter of 2014 increased to $3.81 billion from $3.26 billion in 2013, primarily due to higher truck deliveries in the U.S. and Canada, higher price realization in Europe related to higher content Euro 6 emission vehicles, partially offset by lower truck deliveries in Europe and Mexico. The Company's worldwide truck net sales and revenues in the first nine months of 2014 increased to $10.59 billion from $9.46 billion in 2013, primarily due to higher truck deliveries in the U.S., higher price realization in Europe related to higher content Euro 6 emission vehicles, partially offset by lower truck deliveries in Europe and Mexico.

For the third quarter and first nine months of 2014, Truck segment income before income taxes and pre-tax return on revenues reflect higher truck unit deliveries in the U.S. and lower R&D spending, partially offset by lower deliveries in Europe and Mexico.

The Company's new truck deliveries are summarized below:

	Three Months Ended September 30			Nine Months Ended September 30		
	2014	2013	% Change	**2014**	2013	% Change
U.S.	**20,600**	15,700	31	**54,500**	43,700	25
Canada	**2,900**	2,500	16	**8,100**	7,800	4
U.S. and Canada	**23,500**	18,200	29	**62,600**	51,500	22
Europe	**9,200**	12,000	(23)	**27,400**	33,700	(19)
Mexico, South America, Australia and other	**4,600**	5,200	(12)	**12,800**	15,500	(17)
Total units	**37,300**	35,400	5	**102,800**	100,700	2

In the first nine months of 2014, industry retail sales in the heavy-duty market in the U.S. and Canada increased to 179,000 units from 153,000 units in the same period of 2013. The Company's heavy-duty truck retail market share was 27.5% in the first nine months of 2014 compared to 27.9% in the first nine months of 2013. The medium-duty market was 54,200 units in the first nine months of 2014 compared to 48,800 units in the same period of 2013. The Company's medium-duty market share was 16.1% in the first nine months of 2014 compared to 14.9% in the first nine months of 2013.

The over 16-tonne truck market in Western and Central Europe in the first nine months of 2014 was 162,600 units, a 3% increase from 157,600 units in the first nine months of 2013. The largest increases were in Germany, Spain and the Central European countries, partially offset by reductions in the U.K. and France. The Company's market share was 13.4% in the first nine months of 2014, a decrease from 15.8% in the same period of 2013. The decrease in market share was primarily due to lower DAF registrations in the U.K. and the Netherlands which were impacted by the Euro 5/Euro 6 transition rules. DAF's market share in the over 16-tonne market was 15.2% in the third quarter of 2014. The 6- to 16-tonne market in the first nine months of 2014 was 34,400 units compared to 39,300 units in the first nine months of 2013. DAF market share in the 6- to 16-tonne market in the first nine months of 2014 was 8.7% compared to 11.2% in the same period of 2013. The decline in market share is a result of reduced registrations in the U.K. which were also affected by the Euro 5/Euro 6 transition rules.

The major factors for the changes in net sales and revenues, cost of sales and revenues and gross margin for the three months ended September 30, 2014 for the Truck segment are as follows:

($ in millions)	Net Sales	Cost of Sales	Gross Margin
Three Months Ended September 30, 2013	**$ 3,261.2**	**$ 2,932.1**	**$ 329.1**
Increase (decrease)			
Truck delivery volume	**492.3**	**424.8**	**67.5**
Average truck sales prices	**101.1**		**101.1**
Average per truck material, labor and other direct costs		**73.3**	**(73.3)**
Factory overhead and other indirect costs		**14.8**	**(14.8)**
Operating leases	**(28.9)**	**(27.5)**	**(1.4)**
Currency translation	**(15.1)**	**(14.5)**	**(.6)**
Total increase	**549.4**	**470.9**	**78.5**
Three Months Ended September 30, 2014	**$ 3,810.6**	**$ 3,403.0**	**$ 407.6**

- Truck delivery volume reflects higher truck deliveries in the U.S., Canada and Australia which resulted in higher sales ($618.2 million) and cost of sales ($524.4 million), partially offset by lower deliveries in Europe and Mexico which lowered sales ($135.3 million) and cost of sales ($108.9 million).
- Average truck sales prices increased sales by $101.1 million, primarily due to higher content Euro 6 emission vehicles in Europe ($54.6 million), improved price realization in the U.S. and Canada ($25.9 million) and in Latin America and Australia ($20.6 million).
- Average cost per truck increased cost of sales by $73.3 million, primarily due to higher content Euro 6 emission vehicles in Europe ($78.1 million).
- Factory overhead and other indirect costs increased $14.8 million primarily due to higher salaries and related costs ($17.9 million), partially offset by lower Euro 6 project expenses ($5.7 million).
- Operating lease revenues and cost of sales decreased due to lower average asset balances.
- Truck gross margin in the third quarter of 2014 of 10.7% increased from 10.1% in the same period in 2013 due to the factors noted above.

The major factors for the changes in net sales and revenues, cost of sales and revenues and gross margin for the nine months ended September 30, 2014 for the Truck segment are as follows:

($ in millions)	Net Sales	Cost of Sales	Gross Margin
Nine Months Ended September 30, 2013	**$ 9,464.5**	**$ 8,541.7**	**$ 922.8**
Increase (decrease)			
Truck delivery volume	**769.2**	**676.1**	**93.1**
Average truck sales prices	**389.4**		**389.4**
Average per truck material, labor and other direct costs		**316.9**	**(316.9)**
Factory overhead and other indirect costs		**49.0**	**(49.0)**
Operating leases	**(13.2)**	**(15.3)**	**2.1**
Currency translation	**(15.1)**	**(14.7)**	**(.4)**
Total increase	**1,130.3**	**1,012.0**	**118.3**
Nine Months Ended September 30, 2014	**$ 10,594.8**	**$ 9,553.7**	**$ 1,041.1**

- Truck delivery volume reflects higher deliveries in the U.S. and Canada which resulted in higher sales ($1,211.5 million) and cost of sales ($1,025.0 million), partially offset by lower truck deliveries in Mexico, Europe and Australia with lower sales ($471.0 million) and cost of sales ($377.4 million).
- Average truck sales prices increased sales by $389.4 million, primarily due to higher content Euro 6 emission vehicles in Europe ($237.7 million), improved price realization in U.S. and Canada ($100.2 million) and in Latin America and Australia ($51.5 million).
- Average cost per truck increased cost of sales by $316.9 million, primarily due to higher content Euro 6 emission vehicles in Europe ($283.3 million).
- Factory overhead and other indirect costs increased $49.0 million primarily due to higher salaries and related costs ($49.5 million) and depreciation expense ($12.9 million), partially offset by lower Euro 6 project expenses ($17.4 million).
- Operating lease revenues and cost of sales decreased due to lower average asset balances.
- Truck gross margin in the first nine months of 2014 and 2013 was 9.8%.

Truck selling, general and administrative (SG&A) expenses for the third quarter of 2014 decreased to $46.8 million from $51.1 million in 2013, and in the first nine months of 2014, Truck SG&A decreased to $150.9 million from $154.6 million in 2013. The decrease in both periods was primarily due to lower promotion and marketing costs.

As a percentage of sales, Truck SG&A decreased to 1.2% in the third quarter of 2014 compared to 1.6% for the same period in 2013. For the first nine months of 2014, Truck SG&A as a percentage of sales decreased to 1.4% from 1.6% in the first nine months of 2013, reflecting higher sales volume and ongoing cost controls.

Parts

The Company's Parts segment accounted for 15.9% and 16.5% of revenues in the third quarter and first nine months of 2014 compared to 16.6% and 16.7% in the third quarter and first nine months of 2013.

($ in millions)	Three Months Ended September 30			Nine Months Ended September 30		
	2014	2013	% Change	**2014**	2013	% Change
Parts net sales and revenues:						
U.S. and Canada	**$475.6**	$424.1	12	**$1,364.0**	$1,215.5	12
Europe	**210.8**	202.7	4	**649.6**	607.3	7
Mexico, South America, Australia and other	**97.8**	88.5	11	**275.2**	269.4	2
	$784.2	$715.3	10	**$2,288.8**	$2,092.2	9
Parts income before income taxes	**$127.9**	$106.5	20	**$ 366.7**	$ 311.2	18
Pre-tax return on revenues	**16.3%**	14.9%		**16.0%**	14.9%	

The Company's worldwide parts net sales and revenues increased in the third quarter and first nine months of 2014 due to higher aftermarket demand worldwide. The increase in Parts segment income before taxes and pre-tax return on revenues in the third quarter and first nine months of 2014 was primarily due to higher sales and gross margins.

The major factors for the changes in net sales and revenues, cost of sales and revenues and gross margin for the three months ended September 30, 2014 for the Parts segment are as follows:

($ in millions)	**Net Sales**	**Cost of Sales**	**Gross Margin**
Three Months Ended September 30, 2013	**$ 715.3**	**$ 534.4**	**$ 180.9**
Increase (decrease)			
Aftermarket parts volume	**53.8**	**30.6**	**23.2**
Average aftermarket parts sales prices	**15.0**		**15.0**
Average aftermarket parts direct costs		**13.4**	**(13.4)**
Warehouse and other indirect costs		**2.6**	**(2.6)**
Currency translation	**.1**	**.2**	**(.1)**
Total increase	**68.9**	**46.8**	**22.1**
Three Months Ended September 30, 2014	**$ 784.2**	**$ 581.2**	**$ 203.0**

- Higher market demand in all markets resulted in increased aftermarket parts sales volume of $53.8 million and related cost of sales by $30.6 million.
- Average aftermarket parts sales prices increased sales by $15.0 million reflecting improved price realization.
- Average aftermarket parts direct costs increased $13.4 million due to higher material costs.
- Warehouse and other indirect costs increased $2.6 million primarily due to additional costs to support higher sales volume.
- Parts gross margins in the third quarter of 2014 of 25.9% increased from 25.3% in the third quarter of 2013 due to the factors noted above.

The major factors for the changes in net sales and revenues, cost of sales and revenues and gross margin for the nine months ended September 30, 2014 for the Parts segment are as follows:

($ in millions)	Net Sales	Cost of Sales	Gross Margin
Nine Months Ended September 30, 2013	**$ 2,092.2**	**$ 1,556.6**	**$ 535.6**
Increase (decrease)			
Aftermarket parts volume	**134.2**	**82.1**	**52.1**
Average aftermarket parts sales prices	**53.4**		**53.4**
Average aftermarket parts direct costs		**46.7**	**(46.7)**
Warehouse and other indirect costs		**5.6**	**(5.6)**
Currency translation	**9.0**	**5.1**	**3.9**
Total increase	**196.6**	**139.5**	**57.1**
Nine Months Ended September 30, 2014	**$ 2,288.8**	**$ 1,696.1**	**$ 592.7**

- Higher market demand in all markets resulted in increased aftermarket parts sales volume of $134.2 million and related cost of sales by $82.1 million.
- Average aftermarket parts sales prices increased sales by $53.4 million reflecting improved price realization.
- Average aftermarket parts direct costs increased $46.7 million due to higher material costs.
- Warehouse and other indirect costs increased $5.6 million primarily due to additional costs to support higher sales volume.
- Parts gross margins in the first nine months of 2014 of 25.9% increased from 25.6% in the first nine months of 2013 due to the factors noted above.

Parts SG&A for the third quarter increased to $52.2 million in 2014 from $51.1 million in 2013, and in the first nine months of 2014, Parts SG&A increased to $156.5 million from $152.9 million in 2013. The increase in both periods was primarily due to higher salaries and related expenses.

As a percentage of sales, Parts SG&A decreased to 6.7% in the third quarter of 2014 from 7.1% in the third quarter of 2013 due to higher sales volume. For the first nine months of 2014, Parts SG&A as a percentage of sales was 6.8%, down from 7.3% in the first nine months of 2013, reflecting higher sales volume.

Financial Services

The Company's Financial Services segment accounted for 6.2% and 6.5% of revenues in the third quarter and first nine months of 2014 compared to 6.8% and 7.0% in the third quarter and first nine months of 2013.

($ in millions)	Three Months Ended September 30			Nine Months Ended September 30		
	2014	2013	% Change	**2014**	2013	% Change
New loan and lease volume:						
U.S. and Canada	**$ 731.5**	$ 666.2	10	**$ 1,991.9**	$ 1,847.2	8
Europe	**233.7**	196.2	19	**708.5**	586.7	21
Mexico and Australia	**159.6**	213.9	(25)	**488.7**	650.8	(25)
	$ 1,124.8	$ 1,076.3	5	**$ 3,189.1**	$ 3,084.7	3
New loan and lease volume by product:						
Loans and finance leases	**$ 866.5**	$ 842.0	3	**$ 2,480.8**	$ 2,417.1	3
Equipment on operating lease	**258.3**	234.3	10	**708.3**	667.6	6
	$ 1,124.8	$ 1,076.3	5	**$ 3,189.1**	$ 3,084.7	3
New loan and lease unit volume:						
Loans and finance leases	**8,080**	8,240	(2)	**23,380**	23,360	
Equipment on operating lease	**2,420**	2,190	11	**6,650**	6,430	3
	10,500	10,430	1	**30,030**	29,790	1
Average earning assets:						
U.S. and Canada	**$ 6,858.2**	$ 6,385.6	7	**$ 6,679.3**	$ 6,277.0	6
Europe	**2,656.2**	2,457.2	8	**2,726.3**	2,406.1	13
Mexico and Australia	**1,740.4**	1,786.5	(3)	**1,729.0**	1,767.1	(2)
	$11,254.8	$10,629.3	6	**$11,134.6**	$10,450.2	7
Average earning assets by product:						
Loans and finance leases	**$ 7,319.9**	$ 6,883.2	6	**$ 7,249.9**	$ 6,820.9	6
Dealer wholesale financing	**1,418.9**	1,491.4	(5)	**1,441.8**	1,441.3	
Equipment on lease and other	**2,516.0**	2,254.7	12	**2,442.9**	2,188.0	12
	$11,254.8	$10,629.3	6	**$11,134.6**	$10,450.2	7
Revenues:						
U.S. and Canada	**$ 163.4**	$ 156.5	4	**$ 476.0**	$ 470.8	1
Europe	**80.3**	75.7	6	**241.6**	221.9	9
Mexico and Australia	**62.2**	61.3	1	**184.6**	182.7	1
	$ 305.9	$ 293.5	4	**$ 902.2**	$ 875.4	3
Revenues by product:						
Loans and finance leases	**$ 105.2**	$ 102.4	3	**$ 307.3**	$ 305.2	1
Dealer wholesale financing	**12.8**	14.0	(9)	**38.3**	40.0	(4)
Equipment on lease and other	**187.9**	177.1	6	**556.6**	530.2	5
	$ 305.9	$ 293.5	4	**$ 902.2**	$ 875.4	3
Income before income taxes	**$ 96.9**	$ 88.2	10	**$ 274.1**	$ 249.8	10

New loan and lease volume of $1,124.8 million and $3,189.1 million in the third quarter and first nine months of 2014, respectively, was comparable to $1,076.3 million and $3,084.7 million in the third quarter and first nine months of 2013. In the third quarter of 2014, finance market share on new PACCAR trucks sales was 27.6% compared to 28.7% in the third quarter of 2013. In the first nine months of 2014, finance market share on new PACCAR trucks sales was 28.3%, comparable to 28.7% in the same period of 2013.

In the third quarter of 2014, Financial Services revenues increased to $305.9 million from $293.5 million in 2013, and in the first nine months of 2014, Financial Services revenues increased to $902.2 million from $875.4 million in 2013. The increase for both periods was primarily due to higher average earning asset balances, offset by lower yields. Income before income taxes increased to $96.9 million in the third quarter of 2014 from $88.2 million in 2013, and for the first nine months of 2014, income before income taxes increased to $274.1 million from $249.8 million in 2013. The increase in income before income taxes for both periods was primarily due to higher finance and lease margins related to increased average earning asset balances.

The major factors for the changes in interest and fees, interest and other borrowing expenses and finance margin for the three months ended September 30, 2014 are outlined in the table below:

($ in millions)	Interest and Fees	Interest and Other Borrowing Expenses	Finance Margin
Three Months Ended September 30, 2013	$ 116.4	$ 37.9	$ 78.5
Increase (decrease)			
Average finance receivables	5.1		5.1
Average debt balances		1.0	(1.0)
Yields	(4.0)		(4.0)
Borrowing rates		(6.4)	6.4
Currency translation	.5	.1	.4
Total increase (decrease)	1.6	(5.3)	6.9
Three Months Ended September 30, 2014	$ 118.0	$ 32.6	$ 85.4

- Average finance receivables increased $381.2 million (excluding foreign exchange effects) in the third quarter of 2014 as a result of retail portfolio new business volume exceeding repayments.
- Average debt balances increased $272.0 million in the third quarter of 2014. The higher average debt balances reflect funding for a higher average earning asset portfolio, including loans, finance leases and equipment on operating leases.
- Lower market rates resulted in lower portfolio yields (5.3% in 2014 compared to 5.6% in 2013) and lower borrowing rates (1.6% in 2014 compared to 1.9% in 2013).

The major factors for the changes in interest and fees, interest and other borrowing expenses and finance margin for the nine months ended September 30, 2014 are outlined in the table below:

($ in millions)	Interest and Fees	Interest and Other Borrowing Expenses	Finance Margin
Nine Months Ended September 30, 2013	$ 345.2	$ 116.2	$ 229.0
Increase (decrease)			
Average finance receivables	18.6		18.6
Average debt balances		4.4	(4.4)
Yields	(16.7)		(16.7)
Borrowing rates		(17.2)	17.2
Currency translation	(1.5)	(.5)	(1.0)
Total increase (decrease)	.4	(13.3)	13.7
Nine Months Ended September 30, 2014	$ 345.6	$ 102.9	$ 242.7

- Average finance receivables increased $468.2 million (excluding foreign exchange effects) in the first nine months of 2014 as a result of retail portfolio new business volume exceeding repayments.

- Average debt balances increased $357.9 million in the first nine months of 2014. The higher average debt balances reflect funding for a higher average earning asset portfolio, including loans, finance leases and equipment on operating leases.
- Lower market rates resulted in lower portfolio yields (5.3% in 2014 compared to 5.6% in 2013) and lower borrowing rates (1.7% in 2014 compared to 2.0% in 2013).

The following table summarizes operating lease, rental and other revenues and depreciation and other expense:

($ in millions)	Three Months Ended September 30		Nine Months Ended September 30	
	2014	2013	**2014**	2013
Operating lease revenues	**$ 181.8**	$ 168.3	**$ 536.0**	$ 488.8
Used truck sales and other	**6.1**	8.8	**20.6**	41.4
Operating lease, rental and other revenues	**$ 187.9**	$ 177.1	**$ 556.6**	$ 530.2
Depreciation of operating lease equipment	**$ 119.4**	$ 110.3	**$ 351.2**	$ 317.4
Vehicle operating expenses	**24.7**	24.0	**77.0**	71.6
Cost of used truck sales and other	**3.2**	5.9	**11.8**	34.2
Depreciation and other expense	**$ 147.3**	$ 140.2	**$ 440.0**	$ 423.2

The major factors for the changes in operating lease, rental and other revenues, depreciation and other expense and lease margin for the three months ended September 30, 2014 are outlined below:

($ in millions)	Operating Lease, Rental and Other Revenues	Depreciation and Other Expense	Lease Margin
Three Months Ended September 30, 2013	**$ 177.1**	**$ 140.2**	**$ 36.9**
Increase (decrease)			
Used truck sales	**(2.6)**	**(2.5)**	**(.1)**
Results on returned lease assets		**(2.4)**	**2.4**
Average operating lease assets	**10.0**	**7.6**	**2.4**
Revenue and cost per asset	**3.0**	**4.3**	**(1.3)**
Currency translation and other	**.4**	**.1**	**.3**
Total increase	**10.8**	**7.1**	**3.7**
Three Months Ended September 30, 2014	**$ 187.9**	**$ 147.3**	**$ 40.6**

- A lower volume of used truck sales decreased operating lease, rental and other revenues by $2.6 million and decreased depreciation and other expense by $2.5 million.
- Average operating lease assets increased $261.3 million, which increased revenues by $10.0 million and related depreciation and other expense by $7.6 million.
- Revenue and cost per asset increased $3.0 million and $4.3 million, respectively. Operating lease margin decreased by $1.3 million mainly due to lower fleet utilization and higher vehicle related expenses.

The major factors for the changes in operating lease, rental and other revenues, depreciation and other expense and lease margin for the nine months ended September 30, 2014 are outlined below:

($ in millions)	Operating Lease, Rental and Other Revenues	Depreciation and Other Expense	Lease Margin
Nine Months Ended September 30, 2013	**$ 530.2**	**$ 423.2**	**$ 107.0**
Increase (decrease)			
Used truck sales	**(20.4)**	**(20.7)**	**.3**
Results on returned lease assets		**(5.2)**	**5.2**
Average operating lease assets	**33.2**	**25.7**	**7.5**
Revenue and cost per asset	**10.0**	**14.5**	**(4.5)**
Currency translation and other	**3.6**	**2.5**	**1.1**
Total increase	**26.4**	**16.8**	**9.6**
Nine Months Ended September 30, 2014	**$ 556.6**	**$ 440.0**	**$ 116.6**

- A lower volume of used truck sales decreased operating lease, rental and other revenues by $20.4 million and decreased depreciation and other expense by $20.7 million.
- Average operating lease assets increased $254.9 million, which increased revenues by $33.2 million and related depreciation and other expense by $25.7 million.
- Revenue and cost per asset increased $10.0 million and $14.5 million, respectively. Operating lease margin decreased by $4.5 million due to lower fleet utilization and higher vehicle related expenses.

The following table summarizes the provision for losses on receivables and net charge-offs:

	Three Months Ended September 30, 2014		**Nine Months Ended September 30, 2014**	
($ in millions)	**Provision For Losses on Receivables**	**Net Charge-Offs**	**Provision For Losses on Receivables**	**Net Charge-Offs**
U.S. and Canada	**$ 1.4**	**$ .8**	**$ 4.3**	**$ 2.8**
Europe	**1.5**	**1.2**	**4.9**	**4.3**
Mexico and Australia	**1.9**	**1.8**	**3.3**	**3.1**
	$ 4.8	**$ 3.8**	**$ 12.5**	**$ 10.2**

	Three Months Ended September 30, 2013		Nine Months Ended September 30, 2013	
($ in millions)	Provision For Losses on Receivables	Net Charge-Offs	Provision For Losses on Receivables	Net Charge-Offs
U.S. and Canada	$ 1.7	$ 1.3	$ 5.7	$ 3.7
Europe	1.5	1.6	7.2	9.6
Mexico and Australia	.4	.2	2.5	.6
	$ 3.6	$ 3.1	$ 15.4	$ 13.9

The provision for losses on receivables of $4.8 million for the third quarter of 2014, increased $1.2 million from the third quarter of 2013, primarily driven by a general weakening in the mining industry in Australia, partially offset by improved portfolio performance in the U.S. and Canada. For the first nine months, the provision for losses declined to $12.5 million in 2014 from $15.4 million in 2013 primarily due to improved portfolio performance in the U.S. and Canada and Europe, partially offset by higher past dues resulting from a weaker mining industry in Australia.

The Company modifies loans and finance leases as a normal part of its Financial Services operations. The Company may modify loans and finance leases for commercial reasons or for credit reasons. Modifications for commercial reasons are changes to contract terms for customers that are not considered to be in financial difficulty. Insignificant delays are modifications extending terms up to three months for customers experiencing some short-term financial stress, but not considered to be in financial difficulty. Modifications for credit reasons are changes to contract terms for customers considered to be in financial difficulty. The Company's modifications typically result in granting more time to pay the contractual amounts owed and charging a fee and interest for the term of the modification. When considering whether to modify customer accounts for credit reasons, the Company evaluates the creditworthiness of the customers and modifies those accounts that the Company considers likely to perform under the modified terms. When the Company modifies loans and finance leases for credit reasons and grants a concession, the modifications are classified as troubled debt restructurings (TDR).

The post-modification balance of accounts modified during the nine months ended September 30, 2014 and 2013 are summarized below:

($ in millions) Nine Months Ended September 30,	**2014** **Recorded Investment**	**2014** **% of Total Portfolio***	2013 Recorded Investment	2013 % of Total Portfolio*
Commercial	**$ 134.5**	**2.5%**	$ 205.5	3.9%
Insignificant delay	**55.8**	**1.0%**	96.7	1.9%
Credit - no concession	**20.3**	**.4%**	20.9	.4%
Credit - TDR	**25.9**	**.5%**	10.3	.2%
	$ 236.5	**4.4%**	$ 333.4	6.4%

* Recorded investment immediately after modification as a percentage of ending retail portfolio, on an annualized basis.

During the first nine months of 2014, total modification activity decreased compared to 2013 primarily due to lower modifications for commercial reasons and insignificant delays, partially offset by an increase in TDR modifications. The decrease in commercial modifications primarily reflects lower levels of additional equipment financed and end-of-contract modifications. The decline in modifications for insignificant delays reflect 2013 extensions granted to two customers in Australia primarily due to business disruptions arising from flooding. TDR modifications increased primarily due to a contract modification for a large customer in the U.S.

The following table summarizes the Company's 30+ days past due accounts:

	September 30 2014	December 31 2013	September 30 2013
Percentage of retail loan and lease accounts 30+ days past due:			
U.S. and Canada	**.1%**	.3%	.4%
Europe	**1.6%**	.7%	1.1%
Mexico and Australia	**1.7%**	1.4%	1.6%
Worldwide	**.6%**	.5%	.7%

Accounts 30+ days past due were .6% at September 30, 2014 and have increased .1% from December 31, 2013 due to higher past due accounts in Europe, Australia and Mexico. The Company continues to focus on maintaining low past due balances.

When the Company modifies a 30+ days past due account, the customer is then generally considered current under the revised contractual terms. The Company modified $8.6 million of accounts worldwide during the third quarter of 2014, $4.9 million during the fourth quarter of 2013 and $8.1 million during the third quarter of 2013 that were 30+ days past due and became current at the time of modification. Had these accounts not been modified and continued to not make payments, the pro forma percentage of retail loan and lease accounts 30+ days past due would have been as follows:

	September 30 2014	December 31 2013	September 30 2013
Pro forma percentage of retail loan and lease accounts 30+ days past due:			
U.S. and Canada	**.2%**	.3%	.4%
Europe	**1.7%**	.8%	1.2%
Mexico and Australia	**2.1%**	1.7%	2.2%
Worldwide	**.7%**	.6%	.8%

Modifications of accounts in prior quarters that were more than 30 days past due at the time of modification are included in past dues if they were not performing under the modified terms at September 30, 2014, December 31, 2013 and September 30, 2013. The effect on the allowance for credit losses from such modifications was not significant at September 30, 2014, December 31, 2013 and September 30, 2013.

The Company's annualized pre-tax return on average earning assets for Financial Services was 3.4% in the third quarter of 2014 and 3.3% for the same period in 2013. For the first nine months of 2014, the Company's annualized pre-tax return on average earning assets for Financial Services was 3.3% and 3.2% for the same period in 2013.

Other

Other includes the winch business as well as sales, income and expenses not attributable to a reportable segment, including a portion of corporate expense. Other sales represent approximately 1% of consolidated net sales and revenues for both the third quarter and first nine months of 2014 and 2013. Other SG&A for the third quarter was $13.5 million in 2014 and $9.0 million in 2013, and for the first nine months, Other SG&A was $41.3 million in 2014 compared to $33.6 million in 2013. The increase in SG&A for both periods was primarily due to higher salaries and related expenses. For the third quarter, other income (loss) before tax was a loss of $8.1 million in 2014 and a loss of $4.5 million in 2013; the higher loss in the third quarter was primarily due to higher salaries and related expenses and lower income before tax from the winch business. For the first nine months, other income (loss) before tax was a loss of $19.8 million in 2014 compared to a loss of $18.6 million in 2013; the higher year-to-date loss was primarily due to higher salaries and related expenses, partially offset by higher income before tax from the winch business.

Investment income for the third quarter was $5.7 million in 2014 compared to $7.3 million in 2013, and for the first nine months, investment income was $17.0 million in 2014 compared to $21.8 million in 2013. The lower investment income in the third quarter and first nine months of 2014 primarily reflects lower yields on investments due to lower market interest rates, partially offset by higher average investment balances.

The effective income tax rate in the third quarter of 2014 of 32.8% increased from 29.7% in the same period of 2013, and the effective income tax rate in the first nine months of 2014 of 33.0% increased from 30.8% in the same period of 2013. The increases in the effective tax rates for the third quarter and first nine months were primarily due to a higher proportion of income generated in higher taxed jurisdictions in 2014 as compared to 2013.

($ in millions)	Three Months Ended September 30		Nine Months Ended September 30	
	2014	2013	2014	2013
Domestic income before taxes	$354.7	$226.9	$ 893.2	$ 568.3
Foreign income before taxes	197.7	213.1	546.7	641.8
Total income before taxes	$552.4	$440.0	$1,439.9	$1,210.1
Domestic pre-tax return on revenues	12.7%	10.4%	11.9%	9.3%
Foreign pre-tax return on revenues	9.2%	10.0%	8.5%	10.0%
Total pre-tax return on revenues	11.2%	10.2%	10.4%	9.7%

For the third quarter and first nine months of 2014, the improvement in income before income taxes and return on revenues for domestic operations was due to higher revenues from truck and parts operations and higher truck margins.

For the third quarter of 2014, the lower income before income taxes and return on revenues for foreign operations were primarily due to lower revenues and margins from truck operations in all foreign markets, except Australia. For the first nine months of 2014, the lower income before income taxes and return on revenues for foreign operations were primarily due to lower revenues and truck margins in all foreign markets.

LIQUIDITY AND CAPITAL RESOURCES:

($ in millions)	September 30 2014	December 31 2013
Cash and cash equivalents	$ 1,648.4	$ 1,750.1
Marketable debt securities	1,320.6	1,267.5
	$ 2,969.0	$ 3,017.6

The Company’s total cash and marketable debt securities at September 30, 2014 decreased $48.6 million from the balances at December 31, 2013 due to a decrease in cash and cash equivalents.

The change in cash and cash equivalents is summarized below:

($ in millions) Nine Months Ended September 30,	2014	2013
Operating activities:		
Net income	$ 964.5	$ 837.1
Net income items not affecting cash	621.3	658.4
Changes in operating assets and liabilities, net	15.8	204.8
Net cash provided by operating activities	1,601.6	1,700.3
Net cash used in investing activities	(1,082.3)	(1,464.1)
Net cash (used in) provided by financing activities	(575.8)	219.9
Effect of exchange rate changes on cash	(45.2)	(18.1)
Net (decrease) increase in cash and cash equivalents	(101.7)	438.0
Cash and cash equivalents at beginning of period	1,750.1	1,272.4
Cash and cash equivalents at end of period	$ 1,648.4	$ 1,710.4

Operating activities: Cash provided by operations was $1,601.6 million in the first nine months of 2014 compared to $1,700.3 million in 2013. Lower operating cash flow reflects cash usage due to sales of goods and services in accounts receivable exceeding cash receipts ($109.8 million) and a higher increase in net purchases of inventory of $102.3 million. In addition, lower cash inflows resulted from a reduction in liabilities for residual value guarantees (RVG) and deferred revenues of $180.2 million, primarily due to a lower volume of new RVG contracts compared to 2013. These outflows were partially offset by $127.4 million of higher net income, a $116.5 million lower increase in Financial Services segment wholesale receivables and $51.3 million of higher depreciation on property, plant and equipment.

Investing activities: Cash used in investing activities of $1,082.3 million decreased $381.8 million from the $1,464.1 million used in the first nine months of 2013, primarily due to lower net new loan and lease originations of $154.1 million, lower payments for property, plant and equipment of $149.4 million and lower cash used in the acquisitions of equipment for operating leases of $124.5 million. These lower cash outflows were partially offset by $97.9 million of higher net purchases of marketable securities in 2014.

Financing activities: Cash used in financing activities was $575.8 million for the first nine months of 2014 compared to cash provided by financing activities of $219.9 million in the first nine months of 2013. The Company paid $545.8 million of dividends in the first nine months of 2014 compared to $212.3 million paid in the first nine months of 2013, an increase of $333.5 million. The higher dividends in 2014 reflect a special dividend declared in 2013 and paid in early 2014. In 2013, there was no special dividend payment, as the 2012 special dividend was declared and paid in 2012. The Company also repurchased .6 million shares of common stock for $34.1 million of which $25.5 million was settled in cash through September 30, 2014. In addition, in the first nine months of 2014, the Company issued $1,266.8 million of long-term debt and $595.3 million of commercial paper and short-term bank loans to repay long-term debt of $1,883.0 million. In the first nine months of 2013, the Company issued $1,884.1 million in medium-term debt to reduce its outstanding commercial paper and bank loans by $912.1 million and repay medium-term debt of $565.5 million. This resulted in cash used in borrowing activities of $20.9 million in the first nine months of 2014, $427.4 million higher than the cash provided by borrowing activities of $406.5 million in the first nine months of 2013.

Credit Lines and Other

The Company has line of credit arrangements of $3.52 billion, of which $3.39 billion were unused at September 30, 2014. Included in these arrangements are $3.0 billion of syndicated bank facilities, of which $1.0 billion matures in June 2015, $1.0 billion matures in June 2018 and $1.0 billion matures in June 2019. The Company intends to replace these credit facilities as they expire with facilities of similar amounts and duration. These credit facilities are maintained primarily to provide backup liquidity for commercial paper borrowings and maturing medium-term notes. There were no borrowings under the syndicated bank facilities for the nine months ended September 30, 2014.

In December 2011, PACCAR Inc filed a shelf registration under the Securities Act of 1933. The current registration expires in the fourth quarter of 2014 and does not limit the principal amount of debt securities that may be issued during the period. Upon maturity in February 2014, $500.0 million of medium-term notes, of which $150.0 million was manufacturing debt, were repaid in full. There were no medium-term notes outstanding for PACCAR Inc as of September 30, 2014.

In December 2011, PACCAR's Board of Directors approved the repurchase of $300.0 million of the Company's common stock. As of September 30, 2014, $226.1 million shares have been repurchased pursuant to the authorization, including the repurchase of .6 million common shares for $34.1 million during the third quarter.

Truck, Parts and Other

The Company provides funding for working capital, capital expenditures, R&D, dividends, stock repurchases and other business initiatives and commitments primarily from cash provided by operations. Management expects this method of funding to continue in the future.

Investments for property, plant and equipment in the first nine months of 2014 decreased to $158.5 million from $294.8 million, as the first nine months of 2013 included higher spending for new product development and construction of the Eindhoven parts distribution center in Europe and DAF Brasil factory. Over the past decade, the Company’s combined investments in worldwide capital projects and R&D totaled $5.82 billion, which have significantly increased operating capacity and efficiency of its facilities and the competitive advantage of the Company’s premium products.

In 2014, capital investments are expected to be approximately $225 to $250 million and are targeted for enhanced powertrain development, new technologies and increased operating efficiency of the Company’s truck assembly and parts distribution facilities. Spending on R&D in 2014 is expected to be $205 to $215 million as PACCAR will continue to focus on new products and services.

In 2015, capital investments are expected to be $325 to $375 million, and R&D is expected to be $200 to $250 million as PACCAR will continue to focus on enhanced powertrain development, increased operating efficiencies and new products and services.

The Company conducts business in Spain, Italy, Portugal, Ireland, Greece, Russia, Ukraine and certain other countries which have been experiencing significant financial stress, fiscal or political strain and the corresponding potential default. The Company routinely monitors our financial exposure to global financial conditions, our global counterparties and our operating environments. As of September 30, 2014, the Company had finance and trade receivables in these countries of approximately 1% of consolidated total assets. As of September 30, 2014, the Company did not have any marketable debt security investments in corporate or sovereign government securities in these countries. In addition, the Company had no derivative counterparty credit exposures in these countries as of September 30, 2014.

Financial Services

The Company funds its financial services activities primarily from collections on existing finance receivables and borrowings in the capital markets. The primary sources of borrowings in the capital markets are commercial paper and medium-term notes issued in the public markets and, to a lesser extent, bank loans. An additional source of funds is loans from other PACCAR companies.

The Company issues commercial paper for a portion of its funding in its Financial Services segment. Some of this commercial paper is converted to fixed interest rate debt through the use of interest rate swaps, which are used to manage interest rate risk. In the event of a future significant disruption in the financial markets, the Company may not be able to issue replacement commercial paper. As a result, the Company is exposed to liquidity risk from the shorter maturity of short-term borrowings paid to lenders compared to the longer timing of receivable collections from customers. The Company believes its cash balances and investments, collections on existing finance receivables, syndicated bank lines and current investment-grade credit ratings of A+/A1 will continue to provide it with sufficient resources and access to capital markets at competitive interest rates and therefore contribute to the Company maintaining its liquidity and financial stability. A decrease in these credit ratings could negatively impact the Company’s ability to access capital markets at competitive interest rates and the Company’s ability to maintain liquidity and financial stability.

In November 2012, the Company’s U.S. finance subsidiary, PACCAR Financial Corp. (PFC), filed a shelf registration under the Securities Act of 1933. The total amount of medium-term notes outstanding for PFC as of September 30, 2014 was $3.85 billion. The registration expires in November 2015 and does not limit the principal amount of debt securities that may be issued during that period.

As of September 30, 2014, the Company’s European finance subsidiary, PACCAR Financial Europe, had €417.1 million available for issuance under a €1.50 billion medium-term note program registered with the London Stock Exchange. The program was renewed in the second quarter of 2014 and is renewable annually through the filing of a new prospectus.

In April 2011, PACCAR Financial Mexico registered a 10.00 billion peso medium-term note and commercial paper program with the Comision Nacional Bancaria y de Valores. The registration expires in 2016 and limits the amount of commercial paper (up to one year) to 5.00 billion pesos. At September 30, 2014, 7.78 billion pesos remained available for issuance.

PACCAR believes its Financial Services companies will be able to continue funding receivables, servicing debt and paying dividends through internally generated funds, access to public and private debt markets and lines of credit.

FORWARD-LOOKING STATEMENTS:

This report contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements relating to future results of operations or financial position and any other statement that does not relate to any historical or current fact. Such statements are based on currently available operating, financial and other information and are subject to risks and uncertainties that may affect actual results. Risks and uncertainties include, but are not limited to: a significant decline in industry sales; competitive pressures; reduced market share; reduced availability of or higher prices for fuel; increased safety, emissions, or other regulations resulting in higher costs and/or sales restrictions; currency or commodity price fluctuations; lower used truck prices; insufficient or under-utilization of manufacturing capacity; supplier interruptions; insufficient liquidity in the capital markets; fluctuations in interest rates; changes in the levels of the Financial Services segment new business volume due to unit fluctuations in new PACCAR truck sales or reduced market shares; changes affecting the profitability of truck owners and operators; price changes impacting truck sales prices and residual values; insufficient supplier capacity or access to raw materials; labor disruptions; shortages of commercial truck drivers; increased warranty costs or litigation; or legislative and governmental regulations. A more detailed description of these and other risks is included under the heading Part 1, Item 1A, “Risk Factors” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2013.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There were no material changes in the Company’s market risk during the nine months ended September 30, 2014. For additional information, refer to Item 7A as presented in the 2013 Annual Report on Form 10-K.

ITEM 4. CONTROLS AND PROCEDURES

The Company’s management, with the participation of the Principal Executive Officer and Principal Financial Officer, conducted an evaluation of the effectiveness of the Company’s disclosure controls and procedures (as defined in Exchange Act Rule 13a-15(e)) as of the period covered by this report. Based on that evaluation, the Principal Executive Officer and Principal Financial Officer concluded that the Company’s disclosure controls and procedures were effective as of the end of the period covered by this report.

There have been no significant changes in the Company’s internal controls over financial reporting that occurred during the fiscal quarter covered by this quarterly report that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II – OTHER INFORMATION

For Items 3, 4 and 5, there was no reportable information for the nine months ended September 30, 2014.

ITEM 1. LEGAL PROCEEDINGS

The Company and its subsidiaries are parties to various lawsuits incidental to the ordinary course of business. Management believes that the disposition of such lawsuits will not materially affect the Company's business or financial condition.

In January 2011, the European Union (EU) Competition Commission commenced an investigation of all major European commercial vehicle manufacturers, including subsidiaries of the Company, concerning whether such companies participated in agreements or concerted practices to coordinate their commercial policy in the EU. The Company's subsidiaries are cooperating fully with the EU Competition Commission.

ITEM 1A. RISK FACTORS

For information regarding risk factors, refer to Part I, Item 1A as presented in the 2013 Annual Report on Form 10-K. There have been no material changes in the Company's risk factors during the nine months ended September 30, 2014.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

For items 2(a) and (b), there was no reportable information for the nine months ended September 30, 2014.

(c) Issuer purchases of equity securities.

On December 6, 2011, the Company's Board of Directors approved a plan to repurchase up to $300 million of the Company's outstanding common stock. As of September 30, 2014, the Company has repurchased 5.6 million shares for $226.1 million under this plan. The following are details of repurchases made under the plan for the period covered by this report:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Maximum Dollar Value that May Yet be Purchased Under the Plans
July 1 - 31, 2014			$ 108,003,152
August 1 - 31, 2014			$ 108,003,152
September 1 - 30, 2014	581,355	$ 58.65	$ 73,894,577
Total	581,355	$ 58.65	$ 73,894,577

ITEM 6. EXHIBITS

Any exhibits filed herewith are listed in the accompanying index to exhibits.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

PACCAR Inc
(Registrant)

Date November 6, 2014

By /s/ M. T. Barkley
M. T. Barkley
Vice President and Controller
(Authorized Officer and Chief Accounting Officer)

PACCAR Inc – Form 10-Q

INDEX TO EXHIBITS

Exhibit (in order of assigned index numbers)

Exhibit Number			Exhibit Description	Form	Date of First Filing	Exhibit Number	File Number
(3)	(i)		Articles of Incorporation:				
		(a)	Restated Certificate of Incorporation of PACCAR Inc	8-K	September 19, 2005	99.3	001-14817
		(b)	Certificate of Amendment of Certificate of Incorporation of PACCAR Inc dated April 28, 2008	10-Q	May 2, 2008	3(b)	001-14817
	(ii)		Bylaws:				
		(a)	Third Amended and Restated Bylaws of PACCAR Inc	8-K	December 13, 2013	3(ii)	001-14817
(4)			Instruments defining the rights of security holders, including indentures**:				
		(a)	Indenture for Senior Debt Securities dated as of November 20, 2009 between PACCAR Financial Corp. and The Bank of New York Mellon Trust Company, N.A.	10-K	February 26, 2010	4(c)	001-11677
		(b)	Forms of Medium-Term Note, Series M (PACCAR Financial Corp.)	S-3	November 20, 2009	4.2 and 4.3	333-163273
		(c)	Forms of Medium-Term Note, Series N (PACCAR Financial Corp.)	S-3	November 7, 2012	4.2 and 4.3	333-184808
		(d)	Form of InterNotes, Series B (PACCAR Financial Corp.)	S-3	November 7, 2012	4.4	333-184808
		(e)	Indenture for Senior Debt Securities dated as of December 19, 2011 between PACCAR Inc and The Bank of New York Mellon Trust Company, N.A.	S-3	December 19, 2011	4.1	333-178607
		(f)	Forms of Medium-Term Note, Series B (Fixed- and Floating-Rate)	S-3	December 19, 2011	4.2A and 4.2B	333-178607
		(g)	Terms and Conditions of the Notes applicable to the €1,500,000,000 Medium Term Note Programme of PACCAR Financial Europe B.V. prior to May 9, 2014	10-Q	November 7, 2013	4(i)	001-14817
		(h)	Terms and Conditions of the Notes applicable to the €1,500,000,000 Medium Term Note Programme of PACCAR Financial Europe B.V. set forth in the Base Prospectus dated May 9, 2014*				

Exhibit Number		Exhibit Description	Form	Date of First Filing	Exhibit Number	File Number
	**	Pursuant to the Instructions to Exhibits, certain instruments defining the rights of holders of long-term debt securities of the Company and its wholly owned subsidiaries are not filed because the total amount of securities authorized under any such instrument does not exceed 10 percent of the Company's total assets. The Company will file copies of such instruments upon request of the Commission.				
(10)		Material Contracts:				
	(a)	PACCAR Inc Amended and Restated Supplemental Retirement Plan	10-K	February 27, 2009	10(a)	001-14817
	(b)	Amended and Restated Deferred Compensation Plan	10-Q	May 5, 2012	10(b)	001-14817
	(c)	Deferred Incentive Compensation Plan (Amended and Restated as of December 31, 2004)	10-K	February 27, 2006	10(b)	001-14817
	(d)	Second Amended and Restated PACCAR Inc Restricted Stock and Deferred Compensation Plan for Non-Employee Directors	DEF14A	March 14, 2014	10(v)	001-14817
	(e)	PACCAR Inc Restricted Stock and Deferred Compensation Plan for Non-Employee Directors, Form of Restricted Stock Agreement for Non-Employee Directors	10-K	February 27, 2009	10(e)	001-14817
	(f)	PACCAR Inc Restricted Stock and Deferred Compensation Plan for Non-Employee Directors, Form of Deferred Restricted Stock Unit Agreement for Non-Employee Directors	8-K	December 10, 2007	99.3	001-14817
	(g)	Amendment to Compensatory Arrangement with Non-Employee Directors	10-K	February 29, 2012	10(g)	001-14817
	(h)	PACCAR Inc Senior Executive Yearly Incentive Compensation Plan	DEF14A	March 10, 2011	Appendix B	001-14817
	(i)	PACCAR Inc Long Term Incentive Plan	DEF14A	March 10, 2011	Appendix A	001-14817
	(j)	PACCAR Inc Long Term Incentive Plan, Nonstatutory Stock Option Agreement and Form of Option Grant Agreement	8-K	January 25, 2005	99.1	001-14817
	(k)	Amendment One to PACCAR Inc Long Term Incentive Plan, Nonstatutory Stock Option Agreement and Form of Option Grant Agreement	10-Q	August 7, 2013	10(k)	001-14817

Exhibit Number	Exhibit Description		Form	Date of First Filing	Exhibit Number	File Number
	(l)	PACCAR Inc Long Term Incentive Plan, 2014 Form of Nonstatutory Stock Option Agreement	10-Q	August 7, 2013	10(l)	001-14817
	(m)	PACCAR Inc Long Term Incentive Plan, Form of Restricted Stock Award Agreement	8-K	February 5, 2007	99.1	001-14817
	(n)	PACCAR Inc Long Term Incentive Plan, 2010 Form of Restricted Stock Award Agreement	10-K	February 26, 2010	10(m)	001-14817
	(o)	PACCAR Inc Long Term Incentive Plan, Alternate Form of Restricted Stock Award Agreement	10-K	March 1, 2011	10(n)	001-14817
	(p)	PACCAR Inc Savings Investment Plan, Amendment and Restatement effective January 1, 2009	10-K	March 1, 2011	10(r)	001-14817
	(q)	Memorandum of Understanding, dated as of May 11, 2007, by and among PACCAR Engine Company, the State of Mississippi and certain state and local supporting government entities	8-K	May 16, 2007	10.1	001-14817
	(r)	Letter Waiver Dated as of July 22, 2008 amending the Memorandum of Understanding, dated as of May 11, 2007, by and among PACCAR Engine Company, the State of Mississippi and certain state and local supporting governmental entities	10-Q	October 27, 2008	10(o)	001-14817
	(s)	Second Amendment to Memorandum of Understanding dated as of September 26, 2013, by and among PACCAR Engine Company, the Mississippi Development Authority and the Mississippi Major Economic Impact Authority	10-Q	November 7, 2013	10(u)	001-14817
(12)		Statements Re: Computation of Ratios:				
	(a)	Computation of ratio of earnings to fixed charges of the Company pursuant to SEC reporting requirements for the nine months ended September 30, 2014 and 2013*				
	(b)	Statement re: computation of ratio of earnings to fixed charges of the Company pursuant to SEC reporting requirements for each of the five years ended December 31, 2009 – 2013	10-K	February 27, 2014	12(a)	001-14817

Exhibit Number		Exhibit Description	Form	Date of First Filing	Exhibit Number	File Number
(31)		Rule 13a-14(a)/15d-14(a) Certifications:				
	(a)	Certification of Principal Executive Officer*				
	(b)	Certification of Principal Financial Officer*				
(32)		Section 1350 Certifications:				
		Certification pursuant to rule 13a-14(b) and section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. section 1350)*				
(101.INS)		XBRL Instance Document*				
(101.SCH)		XBRL Taxonomy Extension Schema Document*				
(101.CAL)		XBRL Taxonomy Extension Calculation Linkbase Document*				
(101.DEF)		XBRL Taxonomy Extension Definition Linkbase Document*				
(101.LAB)		XBRL Taxonomy Extension Label Linkbase Document*				
(101.PRE)		XBRL Taxonomy Extension Presentation Linkbase Document*				

* filed herewith

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the relevant Final Terms or as completed, supplemented, amended and/or replaced by the relevant Pricing Supplement, will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Summary of Provisions Relating to the Notes while in Global Form" below. All capitalized terms that are not defined in the terms and conditions shall have the meanings given to them in the relevant Final Terms. References in the terms and conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

1. Introduction

(a) *Programme*: PACCAR Financial Europe B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands, having its corporate seat at Eindhoven (the "**Issuer**") has established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to €1,500,000,000 in aggregate principal amount of notes (the "**Notes**").

(b) *Final Terms or Pricing Supplement*: Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of Final Terms (the "**Final Terms**") which completes these terms and conditions (the "**Conditions**") or, in the case of Notes for which no prospectus is required to be published under Directive 2003/71/EC, as amended ("**Non PD Notes**"), a Pricing Supplement (the "**Pricing Supplement**") which completes, supplements, amends and/or replaces these Conditions. The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. In the case of a Tranche of Non PD Notes (as defined herein) that is the subject of a Pricing Supplement, each reference to information being specified or identified in the relevant Final Terms or these Conditions being completed by the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Pricing Supplement or these Conditions being completed, supplemented, amended and/or replaced by the relevant Pricing Supplement unless the context requires otherwise.

(c) *Agency Agreement*: The Notes are the subject of and issued pursuant to an amended and restated agency agreement dated 9 May 2014 (the "**Agency Agreement**") between the Issuer and Citibank, N.A., London Branch as fiscal agent (the "**Fiscal Agent**," which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Fiscal Agent, the "Paying Agents," which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes) and with the benefit of a deed of covenant executed by the Issuer dated 9 May 2014 (the "**Deed of Covenant**") in relation to the Notes.

(d) *The Notes*: All subsequent references in these Conditions to "**Notes**" are to the Notes that are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available during normal business hours at the Specified Office of the Fiscal Agent or at the office of the Paying Agent in London, the initial Specified Offices of which are set out below.

(e) *Summaries*: Certain provisions of these Conditions are summaries of the Agency Agreement and are subject to their detailed provisions. The holders of the Notes (the "**Noteholders**") and the holders of the related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**," respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below.

2. Interpretation

(a) *Definitions*: In these Conditions the following expressions have the following meanings:

"**Accrual Yield**" means the amount as specified in the relevant Final Terms;

"**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;

"**Business Day**" means:

(i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and

(ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

"**Business Day Convention**" means, in relation to any particular date, the business day convention specified in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

(i) "**Following Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day;

(ii) "**Modified Following Business Day Convention**" or "**Modified Business Day Convention**" means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(iii) "**Preceding Business Day Convention**" means that the relevant date shall be brought forward to the first preceding day that is a Business Day;

(iv) "**FRN Convention**," "**Floating Rate Convention**" or "**Eurodollar Convention**" means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:

(A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

(v) "**No Adjustment**" means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

"**Calculation Agent**" means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"**Calculation Amount**" means the amount specified in the relevant Final Terms;

"**Consolidated Assets**" means the aggregate amount of assets (less applicable reserves for depreciation, amortization, unearned finance charges, allowance for credit losses and other properly deductible items) after deducting therefrom all goodwill, trade names, trademarks, patents, organization expenses and other like intangibles, all as set forth on the most recent balance sheet of the Issuer and its Subsidiaries and computed in accordance with generally accepted accounting principles;

"**Coupon Sheet**" means, in respect of a Note, a coupon sheet relating to the Note;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

(i) if "**Actual/Actual (ICMA)**" is so specified, means:

(a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(b) where the Calculation Period is longer than one Regular Period, the sum of:

(A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and

(B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

(ii) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if "**Sterling/FRN**" is so specified, means the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(v) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;

(vi) if "**30/360**" is so specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and

(vii) if "**30E/360**" or "**Eurobond Basis**" is so specified means, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the date of final maturity is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month);

"**Early Redemption Amount (Tax)**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Early Termination Amount**" means, in respect of any Note, its principal amount or such other amount as may be specified in the Final Terms and/or determined in accordance with these Conditions;

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Euro zone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Banking Federation based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor);

"**Extraordinary Resolution**" has the meaning given in the Agency Agreement;

"**Final Redemption Amount**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**First Interest Payment Date**" means the date specified in the relevant Final Terms;

"**Fixed Coupon Amount**" means the amount specified in the relevant Final Terms;

"**Indebtedness**" means any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by the Issuer;

"**Interest Amount**" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

"**Interest Commencement Date**" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"**Interest Determination Date**" means the date specified in the relevant Final Terms;

"**Interest Payment Date**" means the First Interest Payment Date and any other date or dates specified as such in the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

(i) as the same may be adjusted in accordance with the relevant Business Day Convention; or

(ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the First Interest Payment Date) or the previous Interest Payment Date (in any other case);

"**Interest Period**" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"**ISDA Definitions**" means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.);

"**Issue Date**" means the date specified in the relevant Final Terms;

"**LIBOR**" means, in respect of any specified currency and any specified period, the London inter-bank offered rate for that currency and period displayed on the appropriate page (being currently Reuters screen page LIBOR01 or LIBOR02) on the information service which publishes that rate;

"**Liens**" means any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, including but not limited to a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt, or a lease, consignment or bailment for security purposes. For the purposes of this definition, a Person shall be deemed to be the owner of any Property which it has or holds subject to a conditional sale arrangement, financing lease or other arrangement pursuant to which title to the Property has been retained by or is vested in some other Person for security purposes;

"**Margin**" means the margin specified in the relevant Final Terms;

"**Maturity Date**" means the date specified in the relevant Final Terms;

"**Maximum Redemption Amount**" means the amount specified in the relevant Final Terms;

"**Minimum Redemption Amount**" means the amount specified in the relevant Final Terms;

"**Optional Redemption Amount (Call)**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Optional Redemption Amount (Put)**" means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms;

"**Optional Redemption Date (Call)**" means the date specified in the relevant Final Terms;

"**Optional Redemption Date (Put)**" means the date specified in the relevant Final Terms;

"**Participating Member State**" means a Member State of the European Communities that adopts the euro as its lawful currency in accordance with the Treaty;

"**Payment Business Day**" means:

(i) if the currency of payment is euro, any day which is:

(A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

(ii) if the currency of payment is not euro, any day which is:

(A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

(B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having separate legal personality;

"**Principal Financial Centre**" means, in relation to any currency, the principal financial centre for that currency *provided, however, that* in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"**Property**" means any kind of property or asset, whether real, personal or mixed, tangible or intangible;

"**Put Option Notice**" means a notice that must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"**Put Option Receipt**" means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"**Rate of Interest**" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms and/or calculated or determined in accordance with the provisions of these Conditions;

"**Redemption Amount**" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Termination Amount or such other amount in the nature of a redemption amount as may be specified in the relevant Final Terms;

"**Reference Banks**" means the reference banks specified in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

"**Reference Price**" means the reference price specified in the relevant Final Terms;

"**Reference Rate**" means EURIBOR or LIBOR as specified in the relevant Final Terms in respect of the currency and period specified in the relevant Final Terms;

"**Regular Period**" means:

(i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the First Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;

(ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls; and

(iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where "**Regular Date**" means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"**Relevant Date**" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"**Relevant Financial Centre**" means the relevant financial centre specified in the relevant Final Terms;

"**Relevant Screen Page**" means the page, section or other part of a particular information service (including, without limitation, the Reuter Money 3000 Service) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"**Relevant Time**" means the time specified in the relevant Final Terms;

"**Reserved Matter**" means any proposal

(i) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment;

(ii) to effect the exchange or substitution of the Notes for, or the conversation of the Notes into, shares bonds or other obligations or securities of the Issuer or any other Person or body corporate formed or to be formed;

(iii) to change the currency in which amounts due in respect of the Notes are payable;

(iv) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or

(v) to amend this definition;

"**Restricted Debt**" when used with respect to the Issuer or any Subsidiary of the Issuer, means any present or future indebtedness for money borrowed evidenced by any note, bond, debenture or other evidence of indebtedness for money borrowed which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the counter market), for which the Issuer or such Subsidiary of the Issuer is liable, directly or indirectly, absolutely or contingently. Restricted Debt shall not include any indebtedness for the payment, redemption or satisfaction of which money (or other Property permitted under the instrument creating or evidencing such indebtedness) in the necessary amount shall have been deposited in trust with a trustee or proper depository at or before the maturity or redemption date thereof. For the purposes of this definition, "indebtedness for money borrowed" shall include, without limitation, obligations created or arising under any conditional sale, financing lease, or other title retention agreement and obligations to pay for Property;

"**Specified Currency**" means the currency specified in the relevant Final Terms;

"**Specified Denomination(s)**" means the denomination(s) specified in the relevant Final Terms;

"**Specified Office**" has the meaning given in the Agency Agreement;

"**Specified Period**" means the period specified in the relevant Final Terms;

"**Subsidiary**" means, in relation to any Person (the "**first Person**") at any particular time, any other Person (the "**second Person**"):

(i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or

(ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

"**Talon**" means a talon for further Coupons;

"**TARGET2**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on 19 November 2007;

"**TARGET Settlement Day**" means any day on which TARGET2 is open for the settlement of payments in euro;

"**Treaty**" means the Treaty establishing the European Communities, as amended; and

"**Zero Coupon Note**" means a Note specified as such in the relevant Final Terms.

(b) *Interpretation*: In these Conditions:

(i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;

(ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;

(iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;

(iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 11 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

(v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 11 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;

(vi) references to Notes being "outstanding" shall be construed in accordance with the Agency Agreement;

(vii) if an expression is stated in Condition 2(a) to have a meaning as specified in the relevant Final Terms, but the relevant Final Terms does not so specify or specifies that such expression is "not applicable" then such expression is not applicable to the Notes; and

(viii) any reference to the Agency Agreement shall be construed as a reference to the Agency Agreement as amended and/or supplemented up to and including the Issue Date of the Notes.

3. Form Denomination and Title

The Notes are in bearer form in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Notes of another Specified Denomination. The minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes). Title to the Notes and the Coupons will pass by delivery. The holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such holder. No Person shall have any right to enforce any term or condition of any Note under the *Contracts (Rights of Third Parties) Act 1999*.

4. Status of Notes

The Notes constitute direct, general, unconditional, unsubordinated and (without prejudice to the provisions of Condition 5 (*Negative Pledge*)) unsecured obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application and subject to Condition 5 (*Negative Pledge*).

5. Negative Pledge

After the date hereof, the Issuer will not itself, and will not permit any Subsidiary of the Issuer to, create, incur or suffer to exist, any Lien on any Property of the Issuer or any Subsidiary of the Issuer securing any Restricted Debt, without effectively providing that the Notes (together with, if the Issuer shall so determine, any other indebtedness of the Issuer or such Subsidiary then existing or thereafter created) shall be secured equally and rateably with (or, at the option of the Issuer, prior to) such secured Restricted Debt, so long as such secured Restricted Debt shall be so secured, unless, after giving effect thereto, the aggregate amount of all Restricted Debt of the Issuer and its Subsidiaries secured by Liens on Property of the Issuer and its Subsidiaries would not exceed 15 per cent. of Consolidated Assets; *provided, however, that* this Condition 5 shall not apply to, and there shall be excluded from Restricted Debt secured by Liens in any computation under this Condition 5, Restricted Debt secured only by:

(i) Liens on Property of, or on any shares of capital stock of, any corporation existing at the time such corporation becomes a Subsidiary of the Issuer;

(ii) Liens in favour of the Issuer or any Subsidiary of the Issuer or Liens securing any indebtedness of a Subsidiary to the Issuer or of the Issuer or a Subsidiary to a Subsidiary of the Issuer;

(iii) Liens in favour of any governmental body (or surety for any governmental body) to secure progress, advance or other payments pursuant to any contract or provision of any statute or rule of court;

(iv) Liens of any other creditors on Property repossessed in the ordinary course of business which comprises collateral security for defaulted indebtedness or additional Liens created on any such Property for the purpose of protecting the interest of the Issuer therein;

(v) A banker's Lien or other right of offset in favour of any lender or other holder of Restricted Debt on money deposited with such lender or holder in the ordinary course of business;

(vi) Liens on Property and rentals therefrom existing at the time of acquisition thereof, or to secure the payment of all or any part of the purchase price thereof or construction thereon or to secure any Restricted Debt incurred prior to, at the time of, or within 180 days after the later of the acquisition of such Property of the completion of construction for the purpose of financing all or any part of the purchase price thereof or construction thereon; or

(vii) Any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Lien referred to in the foregoing clauses (i) through (vi), inclusive; *provided, however, that* such extension, renewal or replacement Lien shall be limited to all or part of the same Property that secured the Lien extended, renewed or replaced (plus improvements on such Property).

For purposes of this Condition 5 an "acquisition" of Property shall include any transaction or Series of transactions by which the Issuer or a Subsidiary of the Issuer acquires, directly or indirectly, an interest, or an additional interest (to the extent thereof), in such Property, including without limitation an acquisition through merger or consolidation with, or an acquisition of an interest in, a Person owning an interest in such Property.

6. Fixed Rate Note Provisions

(a) *Application*: This Condition 6 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount*: The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

(d) *Calculation of interest amount*: The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

7. Floating Rate Note Provisions

(a) *Application*: This Condition 7 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of interest*: The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination*: If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

(i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(ii) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate;

(iii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

(iv) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

(A) request the principal Relevant Financial Centre office of each the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(B) determine the arithmetic mean of such quotations; and

(v) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

(d) *ISDA Determination:* If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;

(ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms;

(iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms; and

(iv) if Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight-line linear interpolation by reference to two rates based on the relevant Floating Rate Option, where:

(A) one rate shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period

provided, however, that if there is no rate available for a period of time next shorter than the length of the relevant Interest Period or, as the case may be, next longer than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

(e) *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

(f) *Calculation of Interest Amount*: The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant note divided by the Calculation amount. For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(g) *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date (s) to be notified to the Paying Agents and the London Stock Exchange as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

(h) *Notifications etc.*: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

8. Zero Coupon Note Provisions

(a) *Application*: This Condition 8 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Late payment on Zero Coupon Notes*: If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

9. Redemption and Purchase

(a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 10 (*Payments*).

(b) *Redemption for tax reasons*: The Notes may be redeemed at the option of the Issuer in whole, but not in part:

(i) at any time (if the Floating Rate Note Provisions are specified in the relevant Final Terms as not being applicable); or

(ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

(A) (x) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 11 (Taxation) as a result of any change in, or amendment to, the laws or regulations of The Netherlands or the United States of America or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and (y) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or

(B) the Issuer shall determine that any payment made outside the United States by the Issuer or any Paying Agents in respect of any Note or Coupon appertaining thereto would, under any present or future laws or regulations of the United States affecting taxation or otherwise, be subject to any certification, information or other reporting requirement of U.S. law or regulation with regard to the nationality, residence or identity of a beneficial owner (other than reporting requirements pursuant to Sections 1471 to 1474 of the Internal Revenue Code), who is not a U.S. Person, of such instrument or Coupon (other than a requirement that: (x) would not be applicable to a payment made (1) directly to the beneficial owner or (2) to a custodian, nominee or other agent of the beneficial owner; or (y) could be satisfied by the holder, custodian, nominee or other agent certifying that the beneficial owner is not a U.S. Person, provided, however, that in each case referred to in (x)(2) or (y) payment by any such custodian, nominee or agent to the beneficial owner is not otherwise subject to any requirement referred to in this sentence; or (z) would not be applicable to a payment made by at least one paying agent),

provided, however, that no such notice of redemption shall be given earlier than:

(1) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due; or

(2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent (A) a certificate signed by two members of the Board of Management of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (B) (in the case of redemption under Condition 9(b)(A)) an opinion of independent legal advisers of recognized standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 9(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(b).

(c) *Redemption at the option of the Issuer*: If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

(d) *Partial redemption*: If the Notes are to be redeemed in part only on any date in accordance with Condition 9(c) (*Redemption at the option of the Issuer*), the Notes to be redeemed shall be selected by the drawing of lots in such place and in such manner as may be fair and reasonable in the circumstances, taking into account prevailing market practices, subject to compliance with applicable law and the rules of the London Stock Exchange and the notice to Noteholders referred to in Condition 9(c) (*Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(e) *Redemption at the option of Noteholders*: If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Note, redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 9(e), the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note together with all unmatured Coupons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 9(e), may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent in accordance with this Condition 9(e), the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.

(f) *No other redemption*: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in paragraphs (a) to (e) above.

(g) *Early redemption of Zero Coupon Notes*: Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

(i) the Reference Price; and

(ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 9(g) or, if none is so specified, a Day Count Fraction of 30E/360.

(h) *Purchase*: The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith.

(i) *Cancellation*: All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

10. **Payments**

(a) *Principal*: Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London). No payments on Notes will be made by mail to an address in the United States of America or by transfer to an account maintained in the United States of America.

(b) *Interest*: Payments of interest shall, subject to paragraph (h) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.

(c) *Payments in The City of New York*: Payments of principal or interest in U.S. dollars may be made at the Specified Office of a Paying Agent in The City of New York if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in U.S. dollars when due, (ii) payment of the full amount of such interest in U.S. dollars at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.

(d) *Payments subject to fiscal laws*: All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) *Deductions for unmatured Coupons*: If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Note is presented without all unmatured Coupons relating thereto:

(i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; provided, however, that if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

(ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the "**Relevant Coupons**") being equal to the amount of principal due for payment; *provided, however, that* where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons.

(f) *Unmatured Coupons void:* If the relevant Final Terms specifies that this Condition 10(f) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption of such Note pursuant to Condition 9(b) (*Redemption for tax reasons*), Condition 9(e) (*Redemption at the option of Noteholders*), Condition 9(c) (*Redemption at the option of the Issuer*) or Condition 12 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

(g) *Payments on Business Days*: If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(h) *Payments other than in respect of matured Coupons*: Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States (or in The City of New York if permitted by paragraph (c) above).

(i) *Partial payments*: If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

(j) *Exchange of Talons*: On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent or at the office of the Paying Agent in London for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 13 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

11. Taxation

(a) *Gross up*: All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of The Netherlands or the United States of America or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments, or governmental charges is required by law or agreement of the Issuer. In that event, the Issuer shall pay such additional amounts as will result in receipt by the

Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

(i) by or on behalf of a holder which is liable for such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the jurisdiction by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or

(ii) where such withholding or deduction is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(iii) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the EU; or

(iv) more than 30 days after the Relevant Date except to the extent that the holder of such Note or Coupon would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 days; or

(v) where such withholding or deduction would not have been imposed but for the holder's past or present status as a personal holding company, foreign personal holding company or passive foreign investment company with respect to the United States or a corporation that accumulates earnings to avoid U.S. federal income tax; or

(vi) where such withholding or deduction would not have been imposed but for the holder's past or present status as a "10 per cent. shareholder" of the obligor of the Note as defined in Section 871(h)(3) of the U.S. Internal Revenue Code or any successor provisions, a controlled foreign corporation related to the obligor of the Note or a bank that has invested in the Note as an extension of credit in the ordinary course of its trade or business; or

(vii) where such withholding or deduction is required by the rules under Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (the "**Code**") (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions of the Code, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**") as a result of a holder, beneficial owner or an intermediary that is not an agent of the Issuer not being entitled to receive payments free of FATCA withholding.

(b) *Taxing jurisdiction*: If the Issuer becomes subject at any time to any taxing jurisdiction other than The Netherlands references in these Conditions to The Netherlands shall be construed as references to The Netherlands and/or such other jurisdiction.

12. Events of Default

If any of the following events occurs and is continuing:

(a) *Non-payment*: the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 14 days of the due date for payment thereof; or

(b) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied for 30 days after written notice thereof, addressed to the Issuer by any Noteholder has been delivered to the Issuer or to the Specified Office of the Fiscal Agent; or

(c) *Cross-default of Issuer*: the Issuer defaults under any Indebtedness, whether such Indebtedness now exists or shall hereafter be created, which default shall have resulted in Indebtedness in an aggregate principal amount exceeding €10,000,000 (or its equivalent in any other currency or currencies) (except that such euro amount shall not apply with respect to a default with respect to Notes of any other Series), becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, without such acceleration having been rescinded or annulled or such Indebtedness having been discharged within a period of 30 days after there shall have been given, by registered or certified mail, to the Issuer by any Noteholder, a written notice specifying such default and requiring the Issuer to cause such acceleration to be rescinded or annulled or such Indebtedness to be discharged and stating that such notice is a "Notice of Default" under this Condition 12(c); or

(d) *Security enforced*: a secured party or encumbrancer takes possession, or a receiver, manager or other similar officer is appointed, of the whole or a substantial part of the undertaking, assets and revenues of the Issuer or any of its Subsidiaries; or

(e) *Insolvency etc.*: (i) the Issuer becomes insolvent or admits in writing that it is unable to pay its debts as they fall due, (ii) an administrator (including a *bewindvoerder*) or liquidator (including a *curator*) of the Issuer or the whole or a substantial part of the undertaking, assets and revenues of the Issuer is appointed (or application for any such appointment is made including an application for the Issuer to be declared bankrupt (*failliet*) or to be granted a moratorium of payments (*surseance van betaling*), unless such application is contested by the Issuer and/or discharged or stayed within 90 days or is cancelled or withdrawn within 90 days after the making thereof), (iii) the Issuer takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition (*akkoord*) with or for the benefit of its creditors or declares a moratorium in respect of any of its Indebtedness; or

(f) *Winding up etc.*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution (*ontbinding en vereffening*) of the Issuer or any of its Subsidiaries (otherwise than, in the case of a Subsidiary of the Issuer, for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or

(g) *Attachment etc.*: an executory attachment (*executorial beslag*) or interlocutory attachment (*conservatoir beslag*) is made on all or a substantial part of the assets of the Issuer, or a similar measure under foreign law is made, unless such application is contested by the Issuer and/or discharged or stayed within 90 days, or is cancelled or withdrawn within 90 days after the making thereof; or

(h) *Enforcement proceedings*: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the whole or a substantial part of the property, assets or revenues of the Issuer or any of its Subsidiaries and is not discharged or stayed within 90 days,

(i) *Keep Well Agreement etc. not in force*: the Keep Well Agreement is not (or is claimed by either party thereto not to be) in full force and effect or is modified, amended or terminated in contravention of the provisions thereof, or the Issuer waives, or fails to take all reasonable steps to exercise, any of its rights under the Keep Well Agreement or PACCAR or the Issuer fails to perform or observe any obligation on its part under the Keep Well Agreement so as to affect materially and adversely the interests of any Noteholder or Couponholder;

then any outstanding Notes of a particular Series may by written notice, addressed by any Noteholder, delivered to the Issuer or to the Specified Office of the Fiscal Agent, be declared immediately due and payable, whereupon they shall become immediately due and payable at their Early Termination Amount together with accrued interest (if any) without further action or formality. Upon payment of the Early Termination Amount, all obligations of the Issuer in respect of payment of the principal amount of the Notes of such Series shall terminate.

13. **Prescription**

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

14. **Replacement of Notes and Coupons**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Fiscal Agent, subject to all applicable laws and requirements of the London Stock Exchange, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

15. **Agents**

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Paying Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor fiscal agent or Calculation Agent and additional or successor paying agents; *provided, however, that*:

(a) the Issuer shall at all times maintain a Fiscal Agent; and

(b) the Issuer undertakes that it will ensure that it maintains a paying agent in an EU Member State that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive; and

(c) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

(d) if and for so long as the Notes are admitted to listing and trading on the London Stock Exchange and it requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent having its Specified Office in the place required by the London Stock Exchange.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Notes denominated in U.S. dollars in the circumstances described in Condition 10(c).

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

16. **Meetings of Noteholders; Modification and Waiver**

(a) *Meetings of Noteholders*: The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Issuer and shall be convened by them upon the request in writing of Noteholders holding not less than one-tenth of the aggregate principal amount of the outstanding Notes. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing one more than half of the aggregate principal amount of the outstanding Notes or, at any adjourned meeting, two or more Persons being or representing Noteholders whatever the principal amount of the Notes held or represented; *provided, however, that* Reserved Matters may only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of all Noteholders who for the time being are entitled to receive notice of a meeting of Noteholders will take effect as if it were an Extraordinary Resolution. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

(b) *Modification*: The Notes and these Conditions may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of the Issuer, not materially prejudicial to the interests of the Noteholders.

17. Further Issues

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

18. Notices

Notices to the Noteholders shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the Financial Times) or, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

19. Currency Indemnity

If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer, shall give rise to a separate and independent cause of action and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Note or Coupon or any other judgment or order.

20. Rounding

For the purposes of any calculations referred to in these Conditions, (unless otherwise specified in these Conditions, or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, (b) U.S. dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

21. **Governing Law and Jurisdiction**

(a) *Governing law*: The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by English law.

(b) *English courts*: The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising from or connected with the Notes (including a dispute relating to the existence, validity or termination of the Notes or any non-contractual obligation arising out of or in connection with the Notes) or the consequences of their nullity.

(c) *Appropriate forum*: The Issuer agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue to the contrary.

(d) *Rights of the Noteholders to take proceedings outside England*: Condition 21(b) (*English courts*) is for the benefit of the Noteholders only. As a result, nothing in this Condition 21 (*Governing law and jurisdiction*) prevents any Noteholder from taking proceedings relating to a Dispute ("**Proceedings**") in any other courts with jurisdiction. To the extent allowed by law, Noteholders may take concurrent Proceedings in any number of jurisdictions.

(e) *Process agent*: The Issuer agrees that the documents which start any Proceedings and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to PACCAR Financial PLC at Croston Road, Leyland, Preston, Lancashire PR5 3LZ, United Kingdom or, if different, its registered office for the time being. If such Person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Fiscal Agent appoint a further Person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a Person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

EXHIBIT 12(a)

PACCAR Inc

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

PURSUANT TO SEC REPORTING REQUIREMENTS
(Millions of Dollars)

Nine Months Ended September 30	2014	2013
FIXED CHARGES		
Interest expense	$ 99.6	$ 118.4
Portion of rentals deemed interest	4.5	3.5
TOTAL FIXED CHARGES	$ 104.1	$ 121.9
EARNINGS		
Income before taxes	$1,439.9	$1,210.1
Fixed charges	106.5	117.3
EARNINGS AS DEFINED	$1,546.4	$1,327.4
RATIO OF EARNINGS TO FIXED CHARGES	14.85X	10.89X

EXHIBIT 31(a)

CERTIFICATIONS

I, Ronald E. Armstrong, certify that:

1. I have reviewed this quarterly report on Form 10-Q of PACCAR Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date November 6, 2014

/s/ Ronald E. Armstrong
Ronald E. Armstrong
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31(b)

CERTIFICATIONS

I, Robert J. Christensen, certify that:

1. I have reviewed this quarterly report on Form 10-Q of PACCAR Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date November 6, 2014

/s/ Robert J. Christensen
Robert J. Christensen
President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32

CERTIFICATION PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002 (18 U.S.C. SECTION 1350)

In connection with the Quarterly Report of PACCAR Inc (the "Company") on Form 10-Q for the quarter ended September 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned certify, pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. section 1350), that to the best of our knowledge and belief:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date November 6, 2014

By /s/ Ronald E. Armstrong
Ronald E. Armstrong
Chief Executive Officer
PACCAR Inc
(Principal Executive Officer)

By /s/ Robert J. Christensen
Robert J. Christensen
President and Chief Financial Officer
PACCAR Inc
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.