

PremiumDrive Extension

Service & Maintenance Plan | 2 Years / 40 000 kms

Mercedes-Benz



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Keep your Mercedes-Benz *feeling* like a Mercedes-Benz!

Introduction

Dear Customer,

Thank you for choosing Mercedes-Benz as your vehicle of choice!

At Mercedes-Benz South Africa Ltd. ("MBSA") not only do we strive to exceed our customer's expectation, we also pride ourselves on the quality of our products. An investment of this nature requires uncompromising care, giving you the assurance of complete safety and protection so that you can enjoy a journey based on Trust and Reliability.

For maximum benefit of your Vehicle, you need to ensure that your Vehicle is maintained according to recommended manufacturer's specifications and standards as stipulated in the Owner's manual.

MBSA is committed to keeping you safe on the road, with the support of a network of dealerships available throughout the Republic of South Africa, Botswana, Namibia and Eswatini. Our network of Agent representatives are fully equipped to service, maintain and repair your Vehicle in strict accordance with the manufacturer's guidelines, using only genuine Mercedes-Benz replacement parts.

Our unique Mercedes-Benz Plans are designed to meet your requirements and provide peace of mind, offering the assurance of:

- Unsurpassed service
- Quality repairs
- Highly skilled and qualified Technicians (workshop personnel)
- Guaranteed use of MB original parts

For any support relating to your Vehicle, our dedicated Mercedes-Benz Customer Assistance Centre has got you covered. Contact us on +27800 133

355 or +800 1 777 7777*. Alternatively, send an email to: webmails.southafrica@cac.mercedes-benz.com.

This Booklet contains the terms and conditions of the PremiumDrive Extension Plan including benefits, inclusions and exclusions.

You are required to acquaint yourself with the content of these Terms and Conditions as well as the Owner's manual which provides general information on your Vehicle as well as valuable directives on running-in, operating, variable model service needs and maintenance procedures.

We wish you an enjoyable journey with your Mercedes-Benz.

Yours faithfully,
Mercedes-Benz South Africa Ltd.

Summary of Benefits

The PremiumDrive Extension Plan offers comprehensive cover for an extended period of 2 years/ 40 000 kms, whichever comes first and includes the following benefits, subject to the limitations set out further below:

1. Vehicle Service & Maintenance Cover
   - Servicing as per electronic service requirements
   - Replacement of selected Fair Wear and Tear items

2. S24h Roadside assistance
   - Breakdown assistance
   - Towing recovery
   - Immediate mobility (dealership/home/office/airport)
   - Technician Callout to support with battery and/or jump-starts

3. Touring guarantee
   - Accommodation
   - Travel Arrangements
   - Rental vehicle
   - Vehicle repatriation

4. Mobility
   - courtesy or rental (if vehicle cannot be repaired within 48 hrs)
   - Limited to 5 days for the duration of the contract

1. Vehicle Service & Maintenance Cover

1.1. Subject to the terms and conditions as contained in this document, MBSA undertakes, from date of first purchase, to provide the below benefits in respect of the PremiumDrive Extension Plan for an additional 2 years / 40 000km (whichever occurs first).

1.2. For any Service and Maintenance work required on your Vehicle as specified on the Owner's manual or Service Indicator (Assyst), you are required to book your Vehicle with a MBSA Approved servicing Agent timeously. Refer to the terms and conditions in the Warranty booklet, found on the MBSA website.

1.3. Subject to the exclusions referred to in this Booklet, the following service and maintenance work shall be performed in respect of your Vehicle:

1.3.1. All maintenance and service work in respect of the Vehicle's prescribed service stipulated by MBSA.

1.3.2. The supply of engine oil, transmission oil, brake fluid and other lubricants and consumables required by the Vehicle as per the electronic service sheet.

1.3.3. The replacement of service and/or wear and tear parts (arising through usage, mileage or age) in accordance with the stipulated Application, as may be identified to be necessary during any service and /or maintenance tasks referred to herein.

2. S24h Roadside Assistance

Our breakdown support is offered 24 hours, 7 days a week. In the event of your journey being interrupted within the Territory, due to a technical breakdown, the Mercedes-Benz Customer Assistance Centre can be contacted on +27 800 133 355 for support.

If the breakdown occurs within the South-African Border or within a country with a MBSA approved workshop, arrangements will be made to recover your Vehicle to the nearest Mercedes-Benz approved workshop subject to the terms and conditions contained in this document.

If the technical breakdown occurs in a neighboring country where there is no

approved MBSA passenger car workshop, it is your responsibility to ensure that the Vehicle is transported to an approved MBSA dealership, at your own cost.

2.1. Breakdown Assistance

- Should there be a need for a technician call-out or the vehicle to be towed, a limit of 400 km's round trip from the nearest approved MBSA dealership applies. Any excess travel beyond the 400 km's is for your account.

- MBSA will support with ensuring that you are taken to the nearest place of safety. You may make your own arrangement in respect of the above, however this must be done in agreement with MBSA and is subject to a 200km limit.

- Important to note that if the cause of the breakdown is attributed to external influence, and subject to any other applicable clause in this Booklet, you will be liable for any costs, not limited to towing and any repairs done to the Vehicle.

2.2. Flat battery jump-start

- In the event of a flat battery, the Mercedes-Benz Customer Assistance Centre will dispatch a technician to support you with a jumpstart. MBSA will cover a maximum cost equivalent to 200 km round trip, any excess mileage will be for your own account.
- A maximum of two jump starts per month will be provided. Should the battery run flat more frequently, visit your nearest approved Mercedes-Benz Agent for further diagnosis.

3. Touring Guarantee

Touring Guarantee covers you for accommodation, travel arrangements, rental vehicle and Vehicle repatriation resulting from a Vehicle breakdown in excess of 200km from your usual place of residence. These benefits will only apply should it not be possible to complete the repair within the same day of the Vehicle breakdown.

3.1. Accommodation

Where the breakdown occurred beyond a radius of 200km from your place of residence, and you wish to stay overnight whilst the Vehicle is being repaired, MBSA will pay a maximum cost of R1 200.00 (bed and breakfast) per person (limited to a maximum of 5 people travelling in the Vehicle), for one (1) night only.

3.2. Travel Arrangements

Unless covered by immediate mobility as an alternative to rental vehicle, MBSA will support with travel arrangements, at our discretion, to get you to your original destination or return home. Air travel is subject to written authorization and each case will be considered on its merit.

3.3. Rental Vehicle

The Mercedes-Benz Customer Assistance Centre will arrange a rental vehicle as far as is reasonably possible and dependent on availability. This will, however, exclude any deposit, any personal insurance, fuel and/or toll road costs and is subject to the terms and conditions of the rental vehicle company. The vehicle brand and style will be determined at the discretion of MBSA. This benefit is subject to the following limitations:

- Maximum of 30 days rental vehicle use will be covered for the duration of the plan for all instances where such benefit applies.

3.4. Vehicle repatriation

Where your Vehicle is being repaired by an Agent more than 200km from your usual place of residence, MBSA will arrange for the delivery of your repaired Vehicle to the Agent closest to your destination or home address.

3.5. Reimbursement of costs

- All claims relating to any benefits specified in this clause 3 must be submitted to the Mercedes-Benz Customer Assistance Centre using the allocated case number as a reference within 30 days of the breakdown.
- All claims must be accompanied with the relevant documentation as indicated by Mercedes-Benz Customer Assistance Centre.

3.6. Mobility

- In the event that your Vehicle is at an Agent for more than 48 hours, the Agent will provide you with a courtesy vehicle which is subject to availability.
- Alternatively, a rental vehicle will be provided to you, however, this will exclude any deposit, any personal insurance, fuel and/or toll road costs, which costs will be for your account, and is subject to the terms and conditions of the rental vehicle company.
- The vehicle brand and style will be determined at the discretion of MBSA and the Agent.
- Maximum of 5 days mobility will be covered for the duration of the plan.

4. Limitations

The following limitations will apply to benefits provided to the plan:

Part	4 Cylinder (Petrol & Diesel)	V6 Engine (Petrol & Diesel)	V8 Engine V12 Engine (AMG)
Front Brake Pads (Kit)	1 set	1 set	1 set
Rear Brake Pads (Kit)	1 set	1 set	1 set
Rear Brake Discs*	1 set	1 set	1 set
Front Brake Discs*	1 set	1 set	1 set
Wiper Blade Rear & Front	1 set	1 set	1 set
Front Shock Absorbers	1 set	1 set	1 set
Rear Shock Absorbers	1 set	1 set	1 set
Battery	1 Replacement		
Mobility	5 days		
*Ceramic brake discs are not covered under the plan.			

5. General Exclusions

The following general exclusions will apply in respect of PremiumDrive Extension Plan, subject to an assessment:

5.1. All work necessary as a direct, or indirect result of or arising from any alteration, modification or conversion of the Vehicle of whatever nature including any consequential damage as a result thereof. If any modification (drivetrain and external Vehicle/accessories) done on the Vehicle results in consequential damage, MBSA will void the affected portion of the plan.

5.2. Any work necessitated as a result of staining, discolouring, paint damage, rust and corrosion arising from whatsoever cause.

5.3. The repair or maintenance of any accessories, parts or components, which were not fitted to the Vehicle as originally manufactured by the manufacturer or approved by MBSA.

5.4. The repair or replacement of any windscreen, window glass, sunroofs, light reflectors and lenses, carpets, trim / upholstery, seat covers, soft- top canvas and body panels.

5.5. Any failure to adhere to measures stipulated on the PremiumDrive Extension Plan or by MBSA pertaining to the Vehicle, to be carried out in preparing the Vehicle for storage.

5.6. The repair of any damage caused to the Vehicle as a result of improper storage of the Vehicle. (Refer to the Owner's Manual)

5.7. Any work necessitated by or arising from your failure to comply with the conditions as contained herein or with the recommendations contained in the Owner's manual and / or recommended service schedule pertaining to the Vehicle.

5.8. Any failure to adhere to warnings displayed on the Vehicle's instrument cluster.

5.9. Replacement of perfume and/or atomizer.

5.10. Replacement and / or repair of tyres and rims, wheel balancing, wheel alignment, and wheel rotation as a consequence thereof.

5.11. Adjustments, noises, door hinges.

5.12. The required daily or other regular inspections prescribed in respect of the maintenance of the Vehicle, such as the inspection of coolant levels, tyre

pressure, lubricant levels, anti- freeze additives, as specified or recommended in the Owner's manual and/or Service schedule pertaining to your Vehicle.

5.13. In the event of the Vehicle having been towed or transported, the repair of any damage caused to the Vehicle by the towing operator and / or the towing operator's agents, employees or subcontractors whilst in transit, including any consequential damage as a result thereof.

5.14. The repair of any damage of whatever nature caused as a result of or arising from:

5.14.1. The Vehicle being involved in any accident or incident.

5.14.2. Accidental or intentional damage caused to the Vehicle by any person or thing.

5.14.3. The use in the Vehicle of any parts, fuels, oils, lubricants and additives, which are not approved by MBSA, or which are polluted or impure.

5.14.4. The Vehicle being used in Motor sport and any consequential damage to associated parts as a result thereof.

5.14.5. Ignorance, neglect, misuse, abuse or improper treatment or use of the Vehicle such as (but not limited to) excessive loads, excessive engine speeds, clutch riding, excessive gear changes, excessive braking, driving beyond the intended design limits of the Vehicle, or in and / or over extreme environmental conditions and / or surfaces.

5.14.6. Any external influence causing damage to the Vehicle.

5.14.7. Work performed on the Vehicle by an Independent Service Provider, unless authorized by MBSA.

5.14.8. Your failure to comply as contained in this document.

5.14.9. Events of force of nature.

5.14.10. Vehicle being used in a manner otherwise than stipulated in the Vehicle Application.

5.15. A portion of or the entire Vehicle's Warranty and/or Service and Maintenance plan shall be voided following a Technical assessment which proves consequential damage, should you fail and /or refuse to meet the below:

5.15.1. Make the Vehicle available to the Agent for service and/or

maintenance and/or repair work within the date of the prescribed service and/ or maintenance intervals as specified in the Service schedule or displayed by the service indicators of the Vehicle.

5.15.2. Respond to a recall campaign or service measure initiated by MBSA to repair or replace critical safety or other components of the Vehicle. You will be liable for any costs arising from consequential damage to the Vehicle should you fail to make the Vehicle available.

5.16. All supplementary service and maintenance costs as a result of the Vehicle requiring more frequent repairs as a consequence of the Vehicle being operated in an extreme environment, or under arduous and extreme dust laden conditions.

5.17. All costs in respect of parts, material, incidentals and labour necessary to repair and / or replace any friction or wear and tear parts, as a result of the Vehicle being operated in the conditions contained in the general exclusions.

5.18. Any consequential damage arising as a result of an accepted claim under the Service and Maintenance Plan including, but not limited to:

5.18.1. Damage or injury to any third party, cargo, livestock, or property;

5.18.2. Towing or recovery costs;

5.18.3. Loss of Vehicle use; (e.g. car rental, rail / bus, air / ship);

5.18.4. Transport or alternative freight carriage;

5.18.5. Hotel / accommodation;

5.18.6. Communication expenses;

5.18.7. Loss of income or profit; and,

5.18.8. Additional costs resulting from the vehicle being operated under severe conditions will not be covered by MBSA.

6. Your Obligations

It is your obligation as the Owner to ensure that you are familiar with the terms and conditions of the Owner's manual, this Service and Maintenance Plan, and the Vehicle's Warranty.

Your Mercedes-Benz is equipped with an ASSYST Active Service System ("the system"). The system checks how your Vehicle is being utilised and based on this information, it calculates when your Vehicle needs servicing. This system will

automatically prompt a message in the instrument cluster notifying you of the service requirement.

The service should be done within 30 days or 1500 km, whichever comes first, and up to 140,000 km.

In order to continue to enjoy the benefits of the Service and Maintenance Plan, you are obligated to:

6.1. Use the Vehicle during the Period of coverage, for the sole purpose and use stipulated in the Vehicle's Application.

6.2. Comply with the instructions and recommendations stipulated in the Owner's manual, Warranty booklet and / or Service schedule pertaining to the Vehicle with regard to the use, care and maintenance of the Vehicle.

6.3. Take all-reasonable steps timeously to mitigate any damage to the Vehicle arising from any cause whatsoever, and inform MBSA within 30 days of occurrence.

6.4. Ensure that the odometer of the Vehicle remains in good working order and capable of recording accurately the distance travelled by the Vehicle.

6.4.1 To this end the Owner shall immediately inform MBSA in writing should the odometer of the Vehicle fail to operate or operate inaccurately or suffer any damage. In such case the Vehicle must be delivered to an Agent, within seven days after notifying MBSA, for the necessary repairs to the odometer to be carried out.

6.4.2 Should it be found that the odometer had been disconnected, tampered with or altered in any way whatsoever, or had not been repaired immediately or as soon as reasonably possible due to malfunction, MBSA shall be entitled to exercise its rights to cancellation.

6.5. It is your duty to ensure that you are registered on the Mercedes-Benz App. Should you sell the Vehicle, it is your responsibility to deregister your profile on the App.

6.6. In the event that you wish to store the Vehicle, comply with the requirements for storage which can be found in the Owner's Manual.

6.7. Immediately provide the Agent with all information relating to the Vehicle, as required by MBSA or the Agent, which information you, as the Owner warrants to be correct in all respects. In the event that you fail or refuse to

provide the Agent with such information, or if such information shall not be correct in any material respect, MBSA shall be entitled forthwith to exercise its rights.

6.8. If the Vehicle is damaged the following requirements must be met:

6.8.1. Notify MBSA in writing, within 30 (thirty) days after the Vehicle was damaged.

6.8.2. Have all such damage/s to the Vehicle repaired by a Mercedes-Benz approved Agent or Mercedes-Benz Approved Body Repair Centre (ABRC).

6.8.3. Inform MBSA of the extent of the damages by means of a repair quote from the ABRC or MB Approved Agent, prior to having any such damages to the Vehicle repaired.

6.8.4. MBSA shall be entitled to inspect the Vehicle before and/or after any repairs are carried out on the Vehicle.

6.8.5. The costs of any repair work to the Vehicle by an Agent or ABRC shall be paid for by you.

6.8.6. Until such time as all damage to the Vehicle has been repaired by an Approved Agent or ABRC and confirmation is provided that the Vehicle has been repaired to MBSA's standards, the Service and Maintenance Plan arising from this document shall be deemed to be suspended.

6.9. Disposal of Vehicle:

6.9.1. Subject to paragraph below, MBSA shall at your request during the Period of coverage, assign the rights and obligations contained in this document and applicable to your successor-in- title.

6.9.2. For continued cover under the Service and Maintenance Plan your successor-in-title shall provide MBSA and / or the Agent, in the manner prescribed by MBSA from time-to-time, with any particulars as may reasonably be required to identify such successor-in-title. Your successor-in-title shall confirm the continuation of the remaining benefit of this service & maintenance plan in writing and acknowledge the terms and conditions of this document.

Your successor-in-title shall be required to undertake that any of your previous non-compliance with the terms and conditions of this document shall not affect MBSA's rights hereunder.

6.9.3. It is your duty to ensure that you are de-registered on Mercedes-Benz App and that your successor-in- title is registered on the App in order for him/her to have the Mercedes account activated and linked to the Vehicle.

6.9.4. In the event of the Vehicle being stolen, hijacked, destroyed, damaged beyond repair, or written-off by its insurer before the expiration of the term of this document, you will immediately notify MBSA in writing thereof. This document shall be deemed to be cancelled upon the date of such occurrence, and you will be released from all future obligations arising from this document. A pro-rata refund applies by deducting the actual claims paid including administrative costs, from the price paid for the Service and Maintenance Plan, which shall be decided by MBSA on a case-by-case basis.

6.9.5. If this Agreement is cancelled for any reason other than stipulated above, you shall not be entitled to any refund.

6.9.6. MBSA shall be entitled to cede the rights and obligations to a 3rd party.

6.9.7. MBSA reserves the right, at its discretion, to set off its financial obligation in terms of this contract against an appropriate financial asset.

7. General

7.1. Set-off

You shall not be entitled to set off any amounts, which you may be owing to MBSA and / or any Agent and / or any ABRC, against any amount, which you are obliged to pay to MBSA and / or any Agent and / or ABRC arising from this document or otherwise.

7.2. Cancellation

Subject to any other right of cancellation or other remedy afforded to MBSA elsewhere in this document or by law, MBSA shall, in its sole and absolute discretion, have the right either to cancel the terms contained in this document or to refuse payment of its contributions in the event of:

7.2.1. The Vehicle not having been maintained, repaired or serviced as

prescribed in the Vehicle's Service schedule, this can be found on the odometer of the Vehicle under "Assyst Service" (subject to a technical assessment).

7.2.2. Any exclusion listed on this document.

7.2.3. Any alteration or modification made to the Vehicle without the prior written consent of MBSA and / or any accessory, part or equipment, not approved by MBSA having been fitted to the Vehicle.

7.2.4. You failing to provide the Agent with the information required in terms of the non-waiver paragraph or if such information is found to be incorrect in any material respect.

7.2.5. You failing to inform MBSA of the disposal or loss of the Vehicle as provided for in terms of "Disposal of Vehicle" paragraph included in "Your Obligation" clause.

7.2.6. You failing to use the Vehicle solely in accordance with the Vehicle Application, or committing a material breach of any other term of this document.

7.2.7. You failing to make the Vehicle available to an Agent for repairs relating to a safety recall campaign within a reasonable time, after receiving notification from MBSA.

7.2.8. The effective date of the cancellation of the terms and conditions as set out herein shall be the date of the occurrence of the event, giving rise to MBSA's right of cancellation, or any such later date as MBSA shall stipulate in the notice of cancellation forwarded to you.

7.3. Effect of cancellation

Upon cancellation of the terms and conditions contained herein, all of MBSA's obligations in terms hereof shall cease/ freeze. Any refunds payable will be subject to the provisions of paragraph stated under the "**Your Obligation**" clause.

7.4. Validity of Terms and Conditions

Should any provision of this document be deemed invalid, unenforceable or illegal, the unaffected terms and conditions contained herein shall remain in full force and effect.

7.5. Applicable Law

The terms and conditions contained in this document shall be governed in accordance with the laws of the Republic of South Africa.

7.6. Liability

Subject to your fulfilment of your obligations contained in this document, and subject to the provisions of the last paragraph on General Exclusions, MBSA will not be liable for all consequential damages caused, whether directly or indirectly, to any other part and/or component of the Vehicle and which is attributable to any defective part and/or component of the Vehicle, covered in terms of this document. MBSA will not be liable to you in the event of your failure to fulfil any of your obligations in terms of this document, if such failure is caused on account of an event of Force majeure or any other reason whatsoever.

MBSA will not be liable to you or a third party for any other consequential damage(s), howsoever caused, which may fall outside the extent of cover defined in this paragraph.

7.7. Term

The terms and conditions contained herein shall commence on date of signature of acknowledgement (as per the Vehicle Contract of Sale) or on the date of receipt of payment, and shall terminate in the case of the Service and Maintenance Plans, at the earlier of the date of expiration of the Period of coverage, or on the date when the terms and conditions contained herein are cancelled in terms of the provisions contained herein. It is specifically agreed between the parties from date of termination, the obligations of MBSA shall lapse.

7.8. Entire agreement

The terms and conditions contained in this document constitute the entire undertaking between MBSA and the Owner in relation to the servicing and maintenance of the Vehicle.

7.9. Arbitration

At the discretion of MBSA, any dispute arising between MBSA and you regarding any matter arising out of this document shall be submitted to arbitration by an arbitrator, mutually agreed upon between MBSA and you, within fourteen days of request by either party, or failing agreement, an arbitrator appointed by the President of the Law Society of the Northern Provinces. The arbitration shall be held in Pretoria in an informal manner, on such basis as the arbitrator may determine, with a view to deciding the matter as expeditiously as possible.

7.10. Amendment of Terms and Conditions

Any amendment, or alteration, or variation or cancellation of any of the terms and conditions of this document shall be made at MBSA's sole discretion and will be published as soon as reasonably possible on the MBSA website ("**the Website**"). You hereby undertake to regularly peruse the Website for any updates and you are responsible to familiarize yourself with the published updated content and amendments.

7.11. Non-waiver

No latitude, extension or other indulgence, which may be granted by either party to the other in respect of any obligation hereunder, shall operate as a waiver or novation of, or otherwise affect any of the grantor's rights in terms hereof, or preclude the grantor from enforcing at any time without notice, the strict and punctual compliance by the other party with each and every obligation of that party in terms of this document.

7.12. Authority to sign

By signing the Contract of Sale of the Vehicle, the signatory thereto warrants and represents that he is authorized to sign that document and that all information provided is correct. In the event of the Owner challenging the authority of the signatory to sign the said on your behalf, or in the event of any information set out in the said document being incorrect as envisaged in paragraph of Vehicle damage stipulated under the "**Your Obligation**" clause, then, at the election of MBSA, MBSA shall be entitled either to cancel the terms and conditions contained in this document, or to hold the signatory personally liable, jointly and severally with the Owner for all your obligations arising from the terms and conditions of this document.

7.13. Acknowledgement of Terms and Conditions

7.13.1. By purchasing the PremiumDrive Extension Plan, you acknowledge that you will familiarize yourself with the contents of this document and your obligations set out herein.

7.14. Notices

7.14.1. All notices required to be given in terms thereof shall be in writing, which shall include communication by means of fax or electronic communication. A notice given by one party to the other shall be presumed to have been received by the addressee:

7.14.2. On the same day, if delivered by hand or transmitted by electronic mail to the addressee at the appropriate address stipulated in the

Owner/Vehicle details; or

7.14.3. On the seventh day after posting, if sent by prepaid registered post to the addressee at the appropriate address stipulated in the Owner/Vehicle details. Each party hereby chooses as its physical address for all purposes in terms hereof the under mentioned address alongside its name:

7.14.4. **MBSA**

210 Aramist Place, Waterkloof Glen, Pretoria, 0001

7.14.5. Your physical address stipulated in the Owner / Vehicle details.

7.14.6. Each party shall be entitled to change its physical address by giving written notice to that effect to the other party, provided that such new address is not a post restante or private bag address and is located within the Territory.

8. Glossary

In this document unless the context requires otherwise, the following expressions shall have the following meanings assigned to them and similar expressions shall have corresponding meaning:

8.1. "**Application**" shall mean the permitted use and / or purpose for which the Vehicle has been designed and manufactured, having regard to manufacturer specifications and / or to which the Vehicle may be put during the Period of coverage.

8.2. "**Approved Body and Repair Centre (ABRC)**" shall mean a paint and panel shop approved and / or recommended by MBSA in its sole and absolute discretion from time to time.

8.3. "**Booklet**" shall mean the Service & Maintenance Plan Booklet on the MBSA website, stipulating the terms and conditions of the Service Plan as accepted by you upon purchase of the PremiumDrive Extension Plan.

8.4. "**MBSA**" shall mean Mercedes-Benz South Africa Limited and where the context so requires, also its duly authorized representatives or employees, being the duly authorized distributor of Mercedes-Benz.

8.5. "**Agent**" shall mean an Agent appointed by MBSA as an authorized Mercedes-Benz Agent in the Territory.

8.6. "**Force majeure**" shall mean any act, omission or circumstance over which

a party could not reasonably have exercised control.

8.7. "**Service and Maintenance Plan**" shall mean the extended maintenance and service benefits, which are offered by MBSA to the Owner of a Vehicle for an additional period of two years or up to a maximum 140 000km (whichever occurs first).

8.8. "**Motor sport**" shall mean the Vehicle being used, without limitation, in any competitive sport, contest, trial racing, rally, or any other form of a competitive event, which shall have as a common denominator, time trials or the element of competing against time or any other Vehicle whether by agreement, challenge or enticement. Recreational activities and / or adventure trails where the aforesaid common denominator is not present shall be excluded.

8.9. "**Owner / you / your**" shall mean yourself or such party identified by yourself as being the Owner of the Vehicle in the Booklet, and (where the context so requires) your / his / her successor(s)-in-title.

8.10. "**Period of coverage**" shall mean the stipulated extended period of two years or up to 140 000km (whichever occurs first) from the date of initial registration for which the Vehicle shall enjoy the benefits of Service and Maintenance Plan in terms of the provisions of this document.

8.11. "**Service schedule**" shall mean specific prescribed tasks to be performed by an Agent in respect of the applicable service category selected by you, which Service schedule shall be updated by MBSA from time to time.

8.12. "**Territory**" shall mean the Republic of South Africa, Republic of Botswana and Republic of Namibia. In the event of a Vehicle being purchased within the Territory and subsequently being exported to any country outside the Territory, services and products as contemplated in this document shall only be available to you in the event of you agreeing to make the Vehicle available for services and repairs to an Agent situated within the Territory. with regards to Roadside Assistance, The Kingdom of eSwatini and will be regarded as being included.

8.13. "**Vehicle**" shall mean the Mercedes-Benz passenger Vehicle manufactured and / or distributed by MBSA and originally purchased in the Territory, which is described in the Booklet issued in respect thereof, and which is covered by Service and Maintenance Plan, and which qualifies in terms of the provisions of this document for those Optional Service and Maintenance Plans selected by you.

8.14. The singular shall include the plural and vice versa.

8.15. Any word shall be deemed not to be gender specific.

8.16. A reference to a natural person shall include juristic persons and vice versa.

8.17. The paragraph headings have been inserted for convenience only, and shall not be taken into account in interpreting the terms and conditions contained in this document.



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