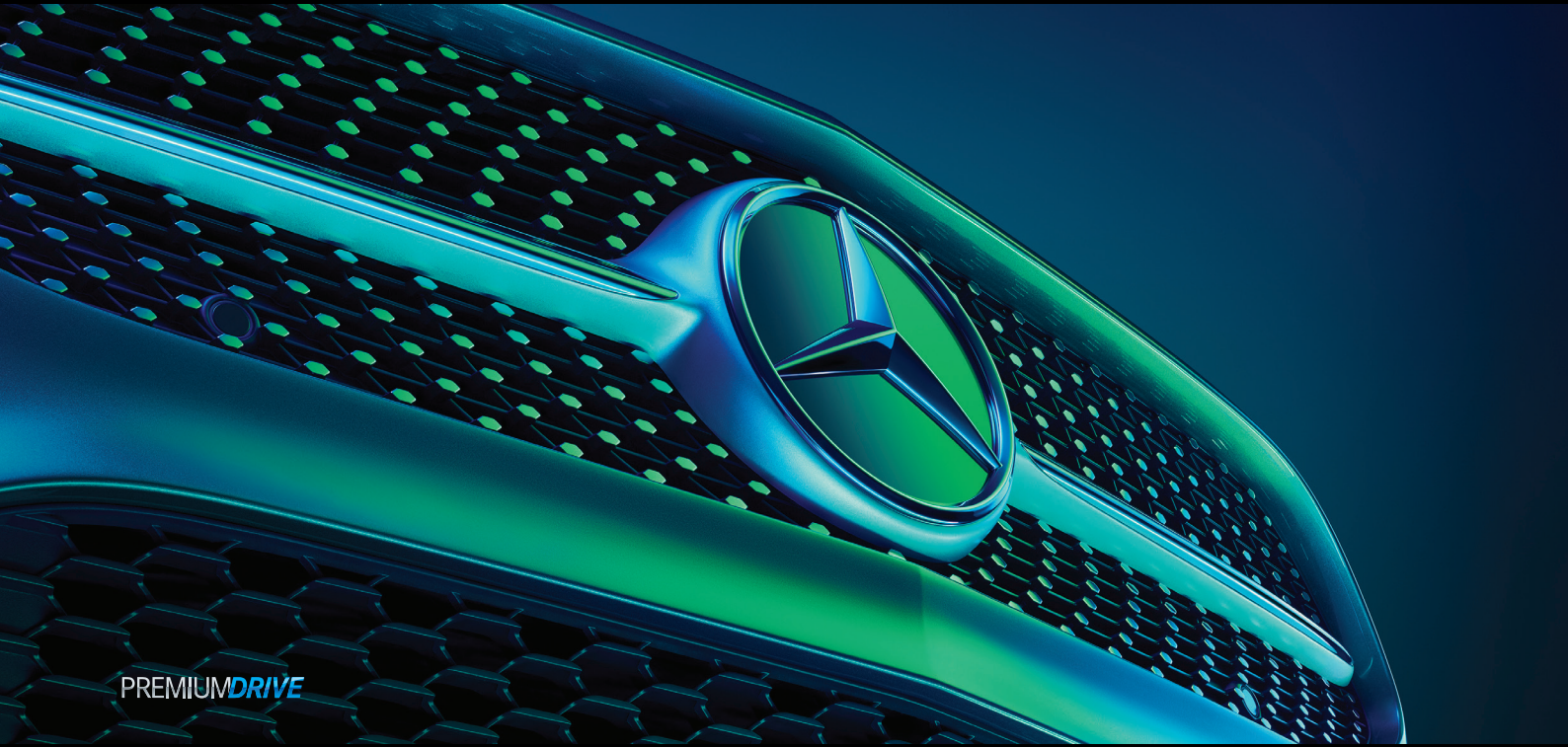


Warranty and Premium Drive Plan

Mercedes-Benz

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Introduction

Dear Customer

Purchasing a Mercedes-Benz is associated amongst other things with sheer quality, reliability, safety and comfort. In purchasing your Mercedes-Benz Vehicle this is exactly what you can expect.

In order to ensure that you enjoy thousands of carefree kilometers with your Vehicle, you need to ensure that the Vehicle is maintained in a proper way and according to recommended manufacturer specifications. Regular care and professional servicing are necessary.

This information Booklet contains important information on:

- Roadside Assistance and Touring Guarantee.
- The included Warranty.
- The included Maintenance Plan.

These points are discussed comprehensively in this information Booklet. It is important that you familiarize yourself with the contents to ensure that your Vehicle is kept in optimum condition, maintained according to the manufacturer's specifications, so that the Warranty and Maintenance Plan on your Vehicle remain intact.

Mercedes-Benz South Africa Ltd. is committed to keeping you safe on the road through a network of ultra-modern Agent Network, with all the repair and service facilities your Vehicle will need throughout its lifespan. Our network of Agent Network representatives undertake to service, maintain and repair your Vehicle in strict accordance with the manufacturer's guidelines and specifications, using only genuine Mercedes-Benz replacement parts, which are guaranteed for a period of two years.

Furthermore, the Agent Network will perform all work until you are totally satisfied. Customer satisfaction is so important to us that you will be contacted, from time to time, to take part in our Customer Satisfaction Index (CSI) to enable us to continually improve our offered services for your added benefit.

You are required to acquaint yourself with the content of these Terms and Conditions as well as the Owner's manual. In addition to general information, it contains valuable directives on running in, operating, variable model service needs and maintenance procedures. Do not hesitate to discuss any Vehicle related concerns with your Mercedes-Benz Agent for further clarity.

As the new or subsequent Owner of your Vehicle, you will be expected to sign this document confirming that you understand and accept the Warranty and Maintenance Plan Terms and Conditions.
Welcome to the world of the three-pointed star!

Yours faithfully,
Mercedes-Benz South Africa Ltd.

www.mercedes-benz.co.za

Customer Assistance Centre:
+800 133 355

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:

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 and the Extended Period of coverage.
2. **“Approved paint and panel shop”** shall mean a paint and panel shop approved and / or recommended by Mercedes-Benz South Africa Ltd. in its sole and absolute discretion from time to time.
3. **“Booklet”** shall mean the Warranty & Maintenance Plan Booklet as supplied in the Vehicle, signature of which by the Owner shall be deemed as an acceptance of the terms and conditions of the Warranty, Maintenance Plan and the optional Maintenance Plans selected by you (as the case may be).
4. **“Mercedes-Benz”** shall mean Mercedes-Benz South Africa Ltd. and where the context so requires, also its duly authorized representatives or employees, being the duly authorized distributor of Mercedes-Benz.
5. **“Agent”** shall mean a Agent appointed by Mercedes-Benz South Africa Ltd. as an authorized Mercedes-Benz Agent in the Territory.
6. **“Extended Period of coverage”** shall mean the stipulated period or distance (whichever occurs first) as specified in the certificate for which the Vehicle shall enjoy the optional Maintenance Plans in terms of the provisions of this document.
7. **“Force majeure”** shall mean any act, omission or circumstance over which a party could not reasonably have exercised control.
8. **“Full Maintenance Plan”** shall mean a Maintenance Plan similar to Maintenance Plan with the distinction that no contribution is payable by you.
9. **“Maintenance Plan”** shall mean the maintenance and service benefits, which are offered by Mercedes-Benz South Africa Ltd. to the Owner of a Vehicle for a period of five years or up to a maximum 100 000km (whichever occurs first).
10. **“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.
11. **“Optional Maintenance Plans”** shall mean (in addition to the benefits afforded by Maintenance Plan relating to the Vehicle), such additional optional benefits provided to you by Mercedes-Benz South Africa Ltd. in respect of that Vehicle as more fully detailed in paragraph 6, which optional benefits, when selected by you, shall become operative when you have paid the amount quoted by Mercedes-Benz South Africa Ltd. to the Agent..
12. **“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.
13. **“Period of coverage”** shall mean the stipulated period of five years or up to 100 000km (whichever occurs first) from the date of initial registration of the Vehicle for which the Vehicle shall enjoy the benefits of Maintenance Plan in terms of the provisions of this document.
14. **“Service schedule”** shall mean specific prescribed tasks to be performed by a Agent in respect of the applicable service category selected by you, which Service schedule shall be updated by Mercedes-Benz South Africa Ltd. from time to time.
15. **“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 a Agent situated within the Territory. With regards to Roadside Assistance, The Kingdom of Swaziland and The Kingdom of Lesotho will be regarded as being included.
16. **“Vehicle”** shall mean the Mercedes-Benz passenger Vehicle manufactured and / or distributed by Mercedes-Benz South Africa Ltd. and originally purchased in the Territory, which is described in the Booklet issued in respect thereof, and which is covered by Maintenance Plan, and which qualifies in terms of the provisions of this document for those optional Maintenance Plans selected by you.
17. **“Independent Service Providers”** or **“ISP”** means all Agents and Motor-body Repairers, who are not appointed as an Approved Agent or Approved Motor-body Repairer by Mercedes-Benz South Africa Ltd. as defined herein.
18. The singular shall include the plural and vice versa.
19. Any word shall be deemed not to be gender specific.
20. A reference to a natural person shall include juristic persons and vice versa.
21. 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.

1. Summary of Benefits

Warranty | Maintenance Plan | Roadside Assistance.

Included in the purchase of your Vehicle are the following benefits, which are described in detail in this document.

- Manufacturer's warranty 2 year / unlimited km
- Maintenance Plan 5 year / 100 000 km with zero customer contribution**

In addition to the included benefits, Mercedes-Benz South Africa Ltd. offers you the following supplementary products:

- Roadside Assistance, included in all optional Maintenance Plans Touring Guarantee and Sign & Drive.

2. Customer Support

Fully-fledged facilities are available and supported by a comprehensive Agent network comprising of dedicated Mercedes-Benz approved Agents throughout the Republic of South Africa, Botswana and Namibia. In the unlikely event of a breakdown, within the South-African Border or within a country with a Mercedes-Benz approved workshop, your Mercedes-Benz Agent will recover your Vehicle to the nearest Mercedes-Benz approved workshop at no cost to you.

Mercedes-Benz South Africa Ltd. takes much pride and pleasure in providing you with the best customer support possible. Should additional information on Mercedes-Benz, or Customer Service experience be required, the following is provided as a guideline for quick resolution.

Please note that in all matters relative to your motoring needs, the Agent of your selling or servicing Agent is fully responsible and equipped to ensure total customer satisfaction. Therefore, should you have any difficulty with parts or service, please arrange to discuss it with the Agent. They have the full support and resources of Mercedes-Benz South Africa Ltd. at their disposal.

In the unlikely event that the Agent is unable to resolve your enquiry to your satisfaction, feel free to contact the Mercedes-Benz Customer Assistance Centre at the number provided on:

+800 1 333 55

* International dialling must be activated on your phone.

3. Roadside Assistance, Touring Guarantee and Sign & Drive

In a further commitment to your motoring enjoyment and peace of mind, Mercedes-Benz South Africa Ltd. offers you a customer orientated Roadside Assistance, Touring Guarantee and Sign & Drive package with fast, easily understood, personal and technical assistance throughout the Warranty and Maintenance Plan period in the Republic of South Africa, The Republic of Botswana, The Republic of Namibia and The Kingdom of Eswatini. Road accidents are specifically excluded from these products.

The benefits of the products are covered in more detail below, and cover is limited

– Where applicable – to a maximum of five persons, including the driver. In the unlikely event of you requiring this assistance, you may contact the Mercedes-Benz Customer Assistance Centre on 0800 133 355

If you are phoning from Botswana, Namibia and Lesotho, you can contact the Mercedes-Benz Customer Assistance Centre at:

+800 1 333 55 (Passenger Vehicles)

* International dialling must be activated on your phone.

3.1. Roadside Assistance outside the South-African Border
In the event that a Vehicle breaks down in a neighbouring country without a Mercedes-Benz passenger car approved Agent Network, it is your responsibility to ensure that the Vehicle is transported to a Mercedes-Benz Agent within South-African borders, at your own cost.

3.2. Breakdown assistance
In the event of your journey being interrupted due to a technical breakdown, the Mercedes-Benz Customer Assistance Centre will, on receipt of a request for assistance, contact the nearest Mercedes-Benz Agent. Your travel costs to and from the Agent and breakdown scene will be covered by Mercedes- Benz South Africa Ltd. A limit of 450km from the nearest Mercedes-Benz Agent applies to 4x4 Vehicles operating in an off-road environment. Any claim submitted to Mercedes-Benz South Africa should be accompanied with proof of actual disbursements.

3.3. Towing recovery
In the event the Vehicle need to be towed or is towed and the reason for the breakdown can be attributed to external influence, you will be liable for the cost of towing and any repairs done to the Vehicle, subject to any other applicable clause in this Booklet.

3.4. Immediate mobility
Should you need to make a short taxi journey to arrange for assistance, the Agent upon receipt of proof of actual costs incurred will reimburse the cost of the taxi fare to your home, to an airport, station, hotel, car Hire Company, or to a Mercedes-Benz Agent's workshop.

3.5. Touring Guarantee
Touring Guarantee covers you for accommodation, public transport, car hire and Vehicle repatriation as a result of Vehicle breakdown in excess of 100km from the Vehicle's licensing authority. This is if the problem has occurred whilst travelling en-route to a destination and prevents you from continuing your journey. These benefits will only apply should it not be possible to complete the repair within the same day of the Vehicle breakdown.

3.6. Accommodation
Should you wish to stay overnight whilst the Vehicle is being repaired, accommodation cost of up to R800 (bed and breakfast) per person per night (Will vary depending on Vehicle capacity) will be covered if the breakdown occurred beyond a radius of 100km from the area of the Vehicle's licensing authority (town, city or place). Refreshments and incidentals to a maximum of R40 per person per day will be covered. Any claims submitted to MBSA for reimbursement must be accompanied with formal proof may be exercised as an alternative to this option.

3.7. Public transport
You may make use of public transport (taxis excluded), unless covered by immediate mobility as an alternative to car hire, you may make use of public buses or trains to get to your original destination or return home at the expense of Mercedes-Benz South Africa Ltd. The use of aircraft is subject to written authorization and each case will be considered on its merit. Any claims for costs incurred as envisaged above is subject to proof being provided to Mercedes-Benz South Africa Ltd. of actual costs incurred.

3.8. Car hire
The Mercedes-Benz Customer Assistance Centre will arrange mobility as far as is reasonably possible and dependent on availability. This will however, exclude any deposit, any personal insurance, fuel or road toll costs and is subject to the terms and conditions of the car hire company.

3.9. Vehicle repatriation
This benefit provides for the return of your repaired Vehicle to you if the Vehicle repair cannot be completed within the same day as the breakdown, and you do not opt for the option mentioned in paragraph (3.6) above. In this instance the Mercedes-Benz Customer Assistance Centre will take responsibility for delivery of your Vehicle to the Agent closest to your destination or home address. Should you want to collect your Vehicle personally, or authorize another person to do this, Mercedes-Benz South Africa Ltd. will pay for such costs, as may be necessary, to get you, or such person authorized by yourself, from your / such person's destination or home address to the repairing Agent's workshop. Any claims for costs incurred as set out above is subject to proof being provided to Mercedes-Benz South Africa of actual costs incurred.

3.10. Sign & Drive
This is a support service designed to provide additional customer assistance for the emergencies as specified. In the event of a flat battery jump-start and flat or damaged tyre, the Mercedes-Benz Customer Assistance Centre will dispatch support and cover the cost of the initial 100 km, where after you shall be responsible for any additional costs in excess of 100 km.

3.11. Flat battery
This benefit provides you with assistance to jump-start your Vehicle in the event of a flat battery. Two jump starts per month for passenger Vehicles will be allowed and covered. After two jump starts, you are to visit your nearest Agent Network for assistance.

*Note: If you do not intend to use the Vehicle over an extended period:

3.11.1. Activate standby mode, or

3.11.2. Connect the battery to a battery charger approved by Mercedes-Benz, or

3.11.3. Consult a qualified specialist workshop to disconnect the battery.

3.12. Changing of damaged or flat tyre
The assisting Agent will remove and fit the Vehicle's on-board spare wheel, subject to the appropriate spare wheel being available in your Vehicle. This service is only valid if the standard equipment, or wheel rims and wheel bolts, are available in the Vehicle. Assistance will also be provided for Vehicles only supplied with tyre repair kits.

4. Courtesy Vehicle

In the event that your Vehicle is at a Agent for more than 48 hours, the Agent will provide you with a loan Vehicle which is subject to availability. The Vehicle brand and style will be determined at the discretion of Mercedes-Benz South Africa Ltd. and the Agent.

4.1. Exclusions
See General Exclusions clause.

4.2. Limitations
See the Territory as defined in the Glossary.

5. Warranty

The Mercedes-Benz passenger car Agent network is at your disposal for maintaining, servicing and repairing all Mercedes-Benz passenger cars throughout The Republic of South Africa, The Republic of Botswana, The Republic of Namibia and The Kingdom of Eswatini. This service is backed and supported by Mercedes-Benz South Africa Ltd.

Mercedes-Benz passenger cars are warranted against defects and faulty workmanship for two years from date of sale, regardless of distance covered, if not in breach of any exclusion covered in this Booklet.

Mercedes-Benz South Africa Ltd. reserves the right in its sole and absolute discretion to repair or replace such parts that it acknowledges to be defective. Title to parts/units replaced and recognized as defective passes over to Mercedes-Benz South Africa Ltd., this applies to all maintenance or warranty repairs should be it insofar as the costs have been accepted by Mercedes-Benz South Africa Ltd as a whole.

5.1. Warranty and Maintenance Plans for Export Vehicles. The warranty and Maintenance Plans are only valid in South Africa, Namibia, Botswana and Eswatini. Vehicles exported to countries outside South Africa are warranted in accordance with the warranty conditions applicable to that country. The warranty and Maintenance Plans are not transferable in the event of the Vehicle being exported to another country by any person other than Mercedes-Benz South Africa Ltd.

5.1.1. Replacement Parts Warranty
Mercedes-Benz South Africa Ltd. warrants Mercedes-Benz genuine replacement parts and approved accessories supplied by itself against defects and faulty workmanship, inclusive of labour costs, for a period of two years from date of fitment and only when and if installed by a Mercedes-Benz approved Agent and if not in breach of any exclusion covered in the following:

5.1.2. Mercedes-Benz genuine parts fitted by a Mercedes-Benz approve Agent for in-warranty repairs, are warranted only for the unexpired term of the Vehicle's warranty.

5.1.3. Parts subjected to any external damage & friction and parts subjected to wear, are not warranty claimable.

5.1.4. Parts sold over-the-counter are also warranted against defects and faulty workmanship for a period of two years from date of sale, regardless of the installation date of such parts. An original Mercedes-Benz Agent invoice will be required as proof of purchase. No labour costs or consequential damage will be entertained if installed by any party other than a Mercedes-Benz Agent. In the unlikely event of such parts failing again, the complete Vehicle has to be submitted to a Mercedes-Benz Agent to validate such claims.

5.2. Warranty principles
The warranty and any liability of Mercedes-Benz South Africa Ltd. is subject to the following principles:

5.2.1. Vehicles are to be serviced according to the maintenance schedule as per the manufacturer's guidelines (1 year 15 000km/1 year 20 000km, whichever is applicable to the Vehicle model). The Vehicle is fitted with an on-board computer equipped for maintenance and car-care service indicators (ASSYST and ASSYST PLUS). Where Vehicles are equipped with service indicators, the indicators shall take precedence.

5.2.2. Vehicles are required to be serviced by a Mercedes-Benz Agent. As the operator of the Vehicle, you are responsible for adhering to the service intervals. Non-adherence to the service requirements as prescribed (which are model specific), may jeopardize the Vehicle's performance, negatively impact on the medium to long-term durability, safe optimum operation of the Vehicle and ultimate re-sale value. Consequently, warranty claims on Vehicles with service interval under or over-runs will be entertained on a merit basis.

Each Mercedes-Benz Vehicle needs to be serviced strictly as prescribed in the maintenance schedule in accordance with the warranty terms and conditions, by time/distance limits. The prescribed maintenance needs to be done by a Mercedes-Benz Agent either by way of the prescribed time or distance, whichever event occurs first and only up to 100 000km.

Important note: If your Vehicle stands, or is unused for an extended period of time, the prescribed time period service and oil changes still remain applicable. (Including Vehicles equipped with service indicators). Where batteries are disconnected or discharged the service indicator will no longer operate correctly, therefore needs to be serviced at least once every 12 months.

Where an electronic service indicator is fitted to the Vehicle, the indicator needs to be reset by a Mercedes-Benz Agent at the time of service, in order to indicate the next due service.

As proof that the prescribed service requirements were done by a Mercedes-Benz Agent, the certificates contained in the Vehicle service Booklet must be duly completed, endorsed and stamped by the Agent.

5.3. Warranty Exclusions and Limitations (as found on the Warranty exclusions and limitation pages).

6. Maintenance Plan

6.1. Subject to the terms and conditions as contained in this document, Mercedes-Benz South Africa Ltd. undertakes, from date of first purchase of the Vehicle and Maintenance Plan activation up to 100 000 km or a period of five years (whichever occurs first), to arrange for the work specified in this document to be executed and performed by the Agent, whenever you deliver your Vehicle to a Agent at the intervals specified in the Vehicle's service Booklet, or as indicated by the service indicators.

6.2. Subject to the exclusions listed in this document, the following maintenance work shall be performed in respect of your Vehicle:

6.2.1. All maintenance and service work in respect of the Vehicle stipulated by Mercedes-Benz South Africa Ltd. from time to time.

6.2.2. The supply of engine oil, transmission oil, brake fluid and other lubricants and consumables required by the Vehicle from time to time.

6.2.3. All preventative treatment, inspections or other work which Mercedes-Benz South Africa Ltd., or a Agent, determines to be necessary for the continued use of the Vehicle.

6.2.4. All repairs necessitated by normal wear and tear, (arising through normal usage or age) in accordance with the stipulated Application.

6.2.5. The replacement of such parts, as may be identified to be necessary during any service and /or maintenance tasks referred to herein.

6.2.6. Where the operating conditions are of a severe nature, such additional costs, as may be necessary, are for your account.

7. Optional PremiumDrive Plans

7.1. PremiumDrive 6/120 is an optional top-up plan extending the Maintenance Plan to 120 000km, or 6 years (whichever occurs first). PremiumDrive 6/120 must be purchased before the original contract expires.

7.2. PremiumDrive 7/100 is an optional top-up plan extending the Maintenance Plan to 100 000km, or 7 years (whichever occurs first). PremiumDrive 100 must be purchased before the original contract expires.

7.3. PremiumDrive 7/140 is an optional top-up plan extending the Maintenance Plan to 140 000km, or 7 years (whichever occurs first). PremiumDrive 140 must be purchased before the original contract expires.

7.4. PremiumDrive 7/160 is an optional top-up plan extending the Maintenance Plan to 160 000km, or 7 years (whichever occurs first). PremiumDrive 160 must be purchased before the original contract expires.

7.5. MBSA reserves the right to refuse any such extensions at its sole discretion and without explanation.

8. Limitations

The following limitations will apply in respect of all Products offered:

	4 Cylinder (Petrol & Diesel)	**V6 Engine** (Petrol & Diesel)	**V8 Engine** (Petrol & Diesel)	**V12 Engine &/or 12 Cylinder** (AMG)
	e.g. C200, C220 CDI, A200, A250, E250, GLA 200, GLA 45 etc.	e.g. S350, E350 etc.	e.g. S500, S63, C63, AMG GT, GLE 63, GL 500 etc.	e.g. S65 S600 etc.
Front Brake Pads (Kit)	Up to 2 sets*	Up to 2 sets*	Up to 3 sets*	Up to 3 sets*
Rear Brake Pads (Kit)	Up to 1 set*	Up to 2 sets*	Up to 2 sets*	Up to 2 sets*
Rear Brake Discs	Up to 1 set*	Up to 2 sets*	Up to 1 sets*	Up to 1 set*
Front Brake Discs	Up to 1 set*	Up to 2 sets*	Up to 1 sets*	Up to 1 set*
Wiper Blade Rear & Front set	Up to 2 sets*	Up to 2 set*	Up to 2 set*	Up to 2 set*
Front Brake Sensors	Up to 2 sets*	Up to 2 sets*	Up to 3 sets*	Up to 3 sets*
Rear Brake Sensors	Up to 1 set*	Up to 2 sets*	Up to 2 sets*	Up to 2 sets*

*Maximum sets to be covered under Premium Drive per Vehicle, dependent on driving style and external factors. The set limitations to be covered per Vehicle are solely within the discretion of MBSA.

Premium Drive Extensions following limitations apply:

- 1 set of front and rear brake pads*
- 1set of front and rear discs*
- 1set of front and rear wiper blades*
- 1 set of front and rear brake pad sensors*

*Applicable to all engine capacities.

9. General Exclusions and Exceptions

9.1. The following general exclusions will apply in respect of all products offered subject to a technical assessment:

9.1.1. 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 to consequential damage, MBSA will void the affected portion.

9.1.2. Any work necessitated as a result of staining, discolouring, paint damage, rust and corrosion arising from whatsoever cause during any of the Maintenance Plan periods after expiry of the warranty period. During the warranty period, corrosion is limited to body panel perforation (edge corrosion excluded) and fasteners including screws, bolts, nuts, clamps etc. are excluded.

9.1.3. 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 Mercedes-Benz South Africa Ltd.

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

9.1.5. Any failure to adhere to measures stipulated by Mercedes-Benz South Africa Ltd. pertaining to the Vehicle, to be carried out in preparing the Vehicle for storage.

9.1.6. The repair of any damage caused to the Vehicle as a result of storage of the Vehicle.

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

9.1.8. The required daily or other regular inspections prescribed in respect of the maintenance of the Vehicle, such as the inspection of coolant levels, tyre pressures, lubricant levels, AdBlue levels, anti-freeze additives, as specified or recommended in the Owner's manual and/or Service schedule pertaining to your Vehicle.

9.1.9. In the event of the Vehicle having being 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.

9.1.10. The replacement and / or repair of tyres, wheel balancing and wheel rotation as a consequence thereof and all adjustment operations provided they are not required as part of the rectification of a material defect.

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

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

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

9.1.11.3. The use in the Vehicle of any parts, fuels, oils, lubricants, AdBlue and additives, which are not approved by Mercedes-Benz South Africa Ltd., or which are polluted or impure.

9.1.11.4. The Vehicle being used in Motor sport.

9.1.11.5. 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.

9.1.11.6. Any external influence causing damage to the Vehicle (please refer to the General Exclusions and Exceptions section of the book).

9.1.11.7. Work performed on the Vehicle by an Independent Service Provider, unless authorized by Mercedes- Benz South Africa Ltd.

9.1.11.8. Your failure to comply with the guidelines as contained in this document.

9.1.11.9. Events of force of nature.

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

9.1.11.11. A Roadside Assistance limitation, applicable to 4x4 Vehicles operating in an off-road environment, is in effect regardless of the cause of breakdown. Any towing or recovery assistance is limited to a maximum of 450km from the nearest Agent or authorized workshop. Any towing or recovery expense in excess of this limitation is for your account.

9.1.11.12. Roadside Assistance's Sign & Drive specifically excludes any provision for the supply of fuel that may have resulted in a Vehicle breakdown.

9.1.12. A portion of the Premium Drive Plan (warranty, service & maintenance) and optional Premium Drive extension plan shall be voided following a technical assessment which proves consequential damage, should the customer fail and/ or refuse to meet the below:

9.1.12.1. 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 indicated by the service indicators of the Vehicle.

9.1.12.2. In response to a recall of the Vehicle by Mercedes-Benz South Africa Limited in terms of a recall campaign or service measure run by Mercedes-Benz South Africa Limited to repair or replace safety critical or other components of the Vehicle, the Vehicle warranty. The Vehicle Owner will be liable for any costs arising from consequential damage to the Vehicle should they fail to make the Vehicle available to a Mercedes-Benz Agent.

9.1.13. All supplementary service costs as a result of the Vehicle being serviced more frequently as a consequence of the Vehicle being operated in an extreme environment, or under arduous and extreme dust laden conditions.

9.1.14. 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 paragraph 9.1.11.5.

9.1.15. Any consequential damage arising as a result of a warranty or Maintenance Plan claimable failure including, but not limited to:

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

9.1.15.2. Towing or recovery costs;

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

9.1.15.4. Transport or alternative freight carriage;

9.1.15.5. Hotel / accommodation;

9.1.15.6. Communication expenses;

9.1.15.7. Loss of income or profit.

9.2. This policy does not cover loss, damage or liability directly or indirectly caused by or related to or in consequence of:

9.2.1. War, Riot and Terrorism

9.2.1.1. This policy does not cover loss of or damage to vehicles related to or caused by:

9.2.1.1.1. Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;

9.2.1.1.2. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

9.2.1.1.3. Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;

9.2.1.1.4. Insurrection, rebellion or revolution;

9.2.1.1.5. Any act (whether on behalf of any organization, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;

9.2.1.1.6. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;

9.2.1.2. Any attempt to perform any act referred to in the two immediate clauses above;

9.2.1.3. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 9.1.1. above.

If the Insurer alleges that, by reason of clause 9.1.1. of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

9.2.1.4. This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of l976) or any similar Act operative in any of the territories to which this policy applies.

9.2.1.5. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to vehicles or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exception 9.1.1 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Insurer alleges that, by reason of clause 9.1.1 of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured. 2.

9.2.2. Nuclear

9.2.2.1. This policy does not cover;

9.2.2.1.1. Loss or destruction of or damage to any vehicles whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss

9.2.2.1.2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

9.2.2.1.3. The indemnity provided by this policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

9.2.3. Computer losses

General exception applicable to all sections of this policy insuring damage to vehicles or the consequences of damage to vehicles or any liability.

9.2.3.1. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover:

9.2.3.1.1. Loss or destruction of or damage to any vehicles whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;

9.2.3.1.2. Any legal liability of whatsoever nature;

9.2.3.1.3. Any consequential loss;

9.2.3.1.4. Directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

9.2.3.1.5. To treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date.

9.2.3.1.6. To capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date.

9.2.3.1.7. To capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes.

9.2.3.1.8. To capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorized code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the vehicles of the Insured or not.

10. Your Obligations

Your Mercedes-Benz has been equipped with an ASSYST Active Service System ("the system"). This measures the different loads and operating conditions, which your Vehicle may be subjected to. The system gauges the engine oil level and condition by evaluating feedback provided from sensors that continuously monitor the oil level, temperatures of oil, coolant and ambient, engine load and speed, as well as road speed. From these inputs appropriate service intervals for the engine are computed. This system therefore ensures that we perform service work only when your Mercedes-Benz actually needs it. Approximately a month before the next service is due, a countdown starts to indicate when the next service deadline is due, as well as the service type necessary. The (Service A or Service B) will be indicated in kilometer (distance based) or days (time based) in the total odometer distance recorder or on the multi-function display, dependent on the Vehicle model. The service must be carried out either by way of the prescribed distance or time deadline shown or displayed by the ASSYST service indicator and only up to 100 000km.

Note: Further information about the ASSYST service indicator can be found under the Controls section of the Owner's manual. In order to continue to enjoy the benefits of Maintenance Plan and the optional Maintenance Plans, you will:

10.1. Use the Vehicle during the Period of coverage, and where applicable, the Extended Period of coverage for the sole purpose and use stipulated in the Application.

10.2. At your own expense, deliver the Vehicle for service by prior agreement, to the Agent, during its usual working hours and at the prescribed service intervals specified in the Service schedule, or indicated by the Vehicle's service indicator, and in doing so you must sign the Agent's repair order before any maintenance work is performed, and upon collection of the Vehicle, must sign and pay the Agent's invoice reflecting the maintenance work performed, as well as your contribution payable on the Vehicle as listed in this document).

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

10.4. Take all-reasonable steps timeously to mitigate any damage to the Vehicle arising from any cause whatsoever, and inform Mercedes-Benz South Africa Ltd. or your nearest Agent immediately.

10.5. Ensure that the odometer of the Vehicle remains in good working order and capable of recording accurately the distance travelled by the Vehicle. To this end the Owner shall immediately inform Mercedes-Benz South Africa Ltd. in writing should the odometer of the Vehicle fail to operate or operate inaccurately or suffer any damage, in which event you shall, within seven days after notifying Mercedes-Benz South Africa Ltd. make arrangements for the Vehicle to be delivered to a Agent so that the necessary repair work may be carried out to the odometer.

10.6. That, 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, Mercedes-Benz South Africa Ltd. shall be entitled to exercise its rights to cancellation.

10.7. It is the duty of the customer to ensure that they are registered on Mercedes me connect. Should a customer sell their Vehicle, it is the responsibility of the selling Owner to deregister their profile on Mercedes me connect.

10.8. In the event that you wish to store the Vehicle, comply with the requirements for storage as set forth by Mercedes-Benz South Africa Ltd.

10.9. Immediately provide the Agent with all information relating to the Vehicle, as required by Mercedes-Benz South Africa Ltd. 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, Mercedes- Benz South Africa Ltd. shall be entitled forthwith to exercise its rights in terms of paragraphs above.

10.9.1. When your Vehicle is damaged:

10.9.1.1. For the continued enjoyment of the benefits referred to as contained in this document, you shall be obliged: to notify Mercedes-Benz South Africa Ltd. in writing, within 30 (thirty) days after the Vehicle was damaged (irrespective of the cause thereof) to have all such damage to the Vehicle repaired by A Mercedes- Benz approved Agent or Mercedes-Benz Approved paint and panel shop (as the case may be); and prior to having any such damage to the Vehicle repaired, to inform Mercedes-Benz South Africa Ltd. in writing of the nature and extent of such damage, and to provide Mercedes-Benz South Africa Ltd. with a copy of the quotation obtained from the said Agent or Approved paint and panel shop (as the case may be) in respect of the repair of such damage.

10.9.1.2. Mercedes-Benz South Africa Ltd. shall be entitled to inspect the Vehicle before or after any repairs are carried out on the Vehicle.

10.9.1.3. Failure by you to meet any of your obligations in terms of paragraphs above shall entitle Mercedes- Benz South Africa Ltd. to exercise any of its right in terms of this document or law.

10.9.1.4. The costs of any repair work to the Vehicle attended to by a Agent or an Approved paint and panel shop consequent upon repairs or services previously rendered by a workshop (other than a Agent and / or Approved paint and panel shop), shall be paid for by you.

10.9.1.5. Until such time as all damage to the Vehicle had been repaired by a Agent or Approved paint and panel shop confirming that the Vehicle had been repaired to a standard acceptable to Mercedes-Benz South Africa Ltd., Maintenance Plan and the optional Maintenance Plans (as the case may be), arising from this document shall be deemed to be suspended.

10.9.2. Disposal of Vehicle:

10.9.2.1. Mercedes-Benz South Africa Ltd. shall at your request during the Period of coverage, and Extended Period of coverage, assign the rights and obligations contained in this document and applicable to your successor-in- title.

10.9.2.2. In order to continue to enjoy any benefits, your successor-in-title shall provide Mercedes-Benz South Africa Ltd. and / or the Agent, in such manner as may be prescribed by Mercedes-Benz South Africa Ltd. from time- to-time, with such particulars as may reasonably be required to identify such successor-in-title. The successor-in-title shall confirm the continuation of the enjoyment of the said benefits with his signature. By his signature, the successor-in-title shall acknowledge that he is acquainted with the full force and meaning of the contents of this document and that he binds himself thereto and that he undertakes that his predecessor's previous non- compliance with the terms and conditions of this document shall not affect Mercedes-Benz South Africa Ltd.'s rights hereunder. It is your duty to ensure that you are de-registered on Mercedes me connect and that your successor-in- title is registered on Mercedes me connect in order for them to have their MMC account activated and linked to their Vehicle.

10.9.2.3. The rights and obligations contained in this document shall not be assigned to any third successor in title where the Vehicle mileage is above 70 000km.

10.9.2.4. 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 Mercedes-Benz South Africa Ltd. in writing thereof, and this document shall be deemed to have been cancelled upon the date of such occurrence, and you will be released from all future obligations arising from this document, it however being specifically agreed that you will not be entitled to a refund of any amount already paid to Mercedes-Benz South Africa Ltd. in respect of any unexpired portion of the Period of coverage. A pro-rata refund on the extended period or distance of coverage applies by deducting the actual claims paid including of administrative costs, from the price paid for the optional Maintenance Plan.

10.9.2.5. In the event that this Agreement is cancelled for any reason other than stipulated above, you shall not be entitled to any refund.

10.9.2.6. Mercedes-Benz South Africa Ltd shall be entitled to cede the rights and obligations to a 3rd party.

10.9.2.7. Mercedes-Benz South Africa Ltd. reserves the right, at its discretion, to set off its financial obligation in terms of this contract against an appropriate financial asset.

11. General

11.1. Set-off
You shall not be entitled to set off any amounts, which you may be owing to Mercedes-Benz South Africa Ltd. and / or any Agent and / or any Approved paint and panel shop, against any amount, which you are obliged to pay to Mercedes-Benz South Africa Ltd. and / or any Agent and / or Approved paint and panel shop arising from this document or otherwise.

11.2. Cancellation
Subject to any other right of cancellation or other remedy afforded to Mercedes-Benz South Africa Ltd. elsewhere in this document or by law, Mercedes-Benz South Africa Ltd. 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:

11.2.1. 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)

11.2.2. Any exclusion listed on this document.

11.2.3. Any alteration or modification made to the Vehicle without the prior written consent of Mercedes-Benz South Africa Ltd. and / or any accessory, part or equipment, not approved by Mercedes-Benz South Africa Ltd. having been fitted to the Vehicle.

11.2.4. You failing to provide a Mercedes-Benz Approved 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.

11.2.5. You failing to inform Mercedes-Benz South Africa Ltd. of the nature and extent of the emergency work or damage caused, or to be caused to the Vehicle (as the case may be), and the costs of repairs thereto.

11.2.6. You failing to inform Mercedes-Benz South Africa Ltd. of the disposal or loss of the Vehicle.

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

11.2.8. You failing to make the Vehicle available to a Agent for repairs within a reasonable time after he has learnt of the recall of the Vehicle through a recall campaign run by Mercedes-Benz South Africa Ltd. in order to repair critical safety components of the Vehicle.

11.2.9. 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 Mercedes-Benz South Africa Ltd.'s right of cancellation, or any such later date as Mercedes-Benz South Africa Ltd. shall stipulate in the notice of cancellation forwarded to you.

11.3. Effect of cancellation
Upon cancellation of the terms and conditions contained herein, all of Mercedes-Benz South Africa Ltd.'s obligations in terms hereof shall cease.

11.4. Validity of any provision of this document is held to be invalid, unenforceable or illegal for any reason, the terms and conditions as contained herein shall remain otherwise in full force apart from such provision, which shall be deemed deleted.

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

11.6. Liability
Subject to your fulfilment of your obligations contained in this document, and subject to the provisions of the General Exclusions and Exceptions, Mercedes-Benz South Africa Ltd. 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. Mercedes-Benz South Africa Ltd. 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. Mercedes-Benz South Africa Ltd. 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.

11.7. Term
The terms and conditions contained herein shall commence on date of signature hereof, alternatively, in the event of the optional Maintenance Plans on the date of receipt of payment, and shall terminate:

11.7.1. In the case of Maintenance Plan at the earlier of the date of expiration of the Period of coverage, or on the date when the terms and conditions of this document are cancelled in terms of the provisions contained herein.

11.7.2. In the case of the optional Maintenance Plans, at the earlier of the date of expiration of the Extended 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 Mercedes-Benz South Africa Ltd. shall lapse.

11.8. Entire agreement

The terms and conditions contained in this document constitute the entire undertaking between Mercedes-Benz South Africa Ltd. and you in relation to the servicing and maintenance of the Vehicle.

11.9. Arbitration

At the discretion of Mercedes-Benz South Africa Lt. any dispute arising between Mercedes-Benz South Africa Ltd. and you regarding any matter arising out of this document shall be submitted to arbitration by an arbitrator, mutually agreed upon between Mercedes-Benz South Africa Ltd. and you, within fourteen days of request by either party, and 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.

11.10. 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 Mercedes-Benz South Africa's sole discretion and will be published as soon as reasonably possible on the Mercedes-Benz South Africa 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.

11.11. 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.

11.12. Authority to sign

By signing the signatory thereto warrants and represents that, he is authorized to sign this document and that all information 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 the paragraph Disposal of Vehicle, then, at the election of Mercedes-Benz South Africa Ltd., Mercedes-Benz South Africa Ltd. 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.

11.13. Notices

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:

11.13.1. 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

11.13.2. Or 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:

Mercedes-Benz South Africa Ltd. at 210 Aramist Avenue, Waterkloof Glen, Pretoria.

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

12. Mercedes-Benz Plug-in Hybrid Battery Certificate

This section contains information on the Mercedes-Benz plug-in hybrid battery certificate and is only applicable to Mercedes-Benz Vehicles with a Mercedes-Benz Plug-in Hybrid battery/drive.

Please keep this warranty in the Vehicle.

12.1. Mercedes-Benz plug-in hybrid battery certificate

12.1.1. Mercedes-Benz South Africa guarantees, as the warranty issuer responsible for selling Mercedes-Benz Vehicles, the purchaser (warranty holder) of a Mercedes-Benz with plug-in hybrid drive that, if the following conditions are adhered to, the high-voltage battery fitted shall function correctly based on current engineering and technology standards.

12.1.2. This warranty is valid for a period of five years from the date of delivery or initial registration (the earlier date shall apply), or up to a maximum distance of 100,000 km driven (whichever occurs first).

12.1.3. The warranty covers any technical malfunction of the high-voltage battery arising from a manufacturing or material fault. This applies only if, during the certificate period, the relevant part ceases to function, and it is not expressly excluded in these conditions.

12.1.4. Natural wear and tear (as such) is not covered by this warranty.

12.1.5. The purchaser is entitled to have the malfunction rectified free of charge. The purchaser is also entitled to have damage caused by the malfunction to other parts of the Vehicle rectified (repaired) free of charge. The repair is limited to restoring the Vehicle to a condition that corresponds to the degree of use, age, mileage and state of care of the Vehicle at the time of the warranty claim. This Mercedes-Benz plug-in hybrid battery certificate does not impart further entitlements.

12.1.6. The extent of repair costs covered when making a claim is limited to the current market value of the Vehicle at the time the damage occurs.

12.1.7. A prerequisite for making a claim under the warranty is that all maintenance work has been carried out in accordance with Daimler AG and Mercedes-Benz South Africa specifications and that no subsequent chip tuning or similar measures have been carried out on the Vehicle. The most recent service report is required for the assessment of warranty claims.

12.1.7.1. Vehicles with a digital service report: the most recent digital service report is confirmation that the service and maintenance work was carried out. You are provided with a printout of the service report.

12.1.7.2. Vehicles without a digital service report: the most recent service report is confirmation that the service and maintenance work was carried out and is confirmed in the Service Booklet.

12.2. The only reason for a claim not being granted is if any of the above requirements are not met and this causes the failure, even if it is only a contributory factor. Joint causality/causality shall be presumed. The purchaser shall be at liberty to provide evidence if the cause cannot be determined.

12.3. Parts that are replaced regularly as part of maintenance and care work are excluded from the service. This obligation shall not apply if the high-voltage battery ceases to function due to one of the following causes:

12.3.1. The purchaser was aware of a malfunction or damage and failed to either indicate this as such immediately or to arrange for said malfunction/ damage to be rectified.

12.3.2. The purchased item was handled inappropriately, damaged or subjected to excessive demands (e.g. through use for Motor sport competitions, Vehicle performance tuning, overloading).

12.3.3. Parts not approved by the manufacturer were installed or the Vehicle was converted in a manner not approved by the manufacturer.

12.3.4. The purchaser failed to observe instructions for handling, maintenance and care of the Vehicle (e.g. the Owner's manual). This includes using unsuitable lubricants or operating fluids.

12.3.5. The Vehicle was incorrectly repaired and/or repaired at a workshop not authorized by the manufacturer.

12.4. The settlement of claims under this certificate is carried out exclusively by authorized Mercedes-Benz South Africa Service Partners. In the event of a repair, Mercedes-Benz South Africa may, at its own discretion, either replace or repair the defective part. Parts replaced become the property of Mercedes Benz South Africa.

12.5. The customer is entitled to make claims under the Mercedes-Benz plug-in hybrid battery certificate for parts fitted or repaired as part of the repair until such time as the service period for the Vehicle expires.

This does not affect your statutory rights, in particular with regard to warranty claims and claims due to product liability.



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APPROVED

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