

EQV

EQV eWarranty

Mercedes-Benz

Summary



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Introduction

Purchasing a Mercedes-Benz is associated among 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 maximum benefit from 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 the inclusive 5 year/100 000 km, whichever comes first, Manufacturer's Warranty.
It is important that you familiarise yourself with the contents to ensure that your vehicle is kept in optimum condition and maintained according to the recommended manufacturer's specifications, so that the Warranty cover for your vehicle remains intact.
Mercedes-Benz South Africa Ltd. is committed to keeping you safe on the road through a network of ultra-modern dealerships, with all the repair and service facilities your vehicle will need throughout its lifespan. Our network of dealer 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.

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.

Dear Customer

You are required to acquaint yourself with the content of the Terms and Conditions in this booklet 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 dealer for further clarity.
In addition, MBSA wants to ensure that in addition to the Warranty of the vehicle, it is maintained with the same 100% amount of technical detail, accuracy and quality applied. The optional ServiceCare Plans (upon purchase of such optional contracts) offer you exactly this. As the only manufacturer approved service and maintenance plans, they will provide you with the thousands of carefree driving kilometres.
As the new or subsequent owner of your vehicle, you are required to acquaint yourself with the content of these Warranty 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.

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 3 777 7777 (Vans)/ 0800 1 333 555

Customer Support

Service and maintenance facilities are available and supported by a comprehensive dealer network comprising of numerous dedicated Mercedes-Benz dealers throughout the Republic of South Africa. MBSA takes much pride and pleasure in providing you with the best customer support possible. Note that in all matters relative to your motoring needs, your selling or servicing dealer 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 Dealer. The dealer in turn has the full support and resources of MBSA at their disposal. In the unlikely event that the Dealer is unable to resolve your enquiry to your satisfaction, feel free to contact the Mercedes-Benz Customer Assistance Centre on 0800 1 333 55.



EQV Warranty

Mercedes-Benz EQVs are warranted against manufacturing defects and faulty workmanship for five years from date of sale to the customer or first date of registration (please confirm with your Mercedes-Benz dealership or the CAC if you are uncertain about this date) for 100 000km, if not in breach of any exclusions covered in this booklet.

MBSA 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 MBSA, this applies to all warranty repairs, insofar as the cost have been accepted by MBSA as a whole. Mercedes-Benz genuine parts fitted by a Mercedes-Benz approved dealer for in-warranty repairs, are warranted only for the unexpired term of the vehicle's warranty (i.e. the balance of the of the vehicle's warranty period). Parts subjected to any external damage & friction and parts subjected to wear and tear are not warranty claimable.

2.1. eWarranty Principles
The warranty and any liability of MBSA is, subject to an assessment to prove consequential damage, guided by the following principles:

2.1.1. Vehicles are to be serviced strictly according to the owner's manual maintenance schedule as per manufacturer's guidelines, unless the vehicle is fitted with an on-board computer equipped for maintenance and car-care service indicators (ASSYST and ASSYST PLUS). Where vehicles over the recommended maintenance schedule are equipped with service indicators, the indicators shall take precedence.

2.1.2. As the operator of the vehicle, you must adhere to the service intervals as to referred to in the owner's manual.

2.1.2.1. Non-adherence to the service requirements as prescribed (which are model specific), may jeopardise the warranty, 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 reviewed on a merit basis, subject to an assessment to determine consequential damage.

2.1.2.2. Each Mercedes-Benz vehicle needs to be serviced as in accordance with the warranty terms and conditions, by time/distance limits. We recommend that the prescribed vehicle maintenance needs to be carried out within 1 500km /15 days either way of the prescribed time or distance, whichever event occurs first.

2.1.2.3. Important note: If your vehicle stands, or is unused for an extended period of time, the prescribed time period service and battery health check 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.

2.1.2.4. Where an electronic service indicator is fitted to the vehicle, the indicator needs to be reset at the time of service, in order to indicate the next due service.

Towing

In a further commitment to your motoring enjoyment and peace of mind, Mercedes- Benz South Africa Ltd. offers you a complimentary towing service. 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 dealer. Mercedes-Benz will assist by towing the broken down vehicle to the closest dealer from where the necessary diagnosis and repairs can take place. In the event the vehicle needs 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.

In the unlikely event of you requiring this assistance you may contact the Mercedes- Benz Customer Assistance Centre at the number provided at 0800 1 333 55.
If you are phoning from Botswana, Namibia, Lesotho or Swaziland, you can contact the Mercedes-Benz

Customer Assistance Centre at:
+800 3 777 7777* (Vans)

In the event that a vehicle breaks down in a neighboring country without a Mercedes-Benz dealer, it is your responsibility to ensure that the vehicle is transported to a Mercedes-Benz dealer within South-African borders, at your own cost.

*International dialing must be activated on your phone



General Exclusions

4.1. The following general exclusions will apply to the vehicle warranty:

4.1.1. All service and maintenance work including parts and labour;

4.1.2. Refilling/adding of, coolant, brake fluid, and windscreen cleaner, replacement of lamps;

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

4.1.4. 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;

4.1.5. The replacement and / or repair of tyres, wheel balancing and wheel rotation as a consequence thereof;

4.1.6. The repair of any damage of whatever nature, including but not limited to accidental or intentional damage as well as 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 or arising from:

4.1.7. The vehicle being involved in any accident or incident;

4.1.8. The use in the vehicle of any lubricants and additives, which are polluted or impure;

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

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

4.1.11. Any external influence causing damage to the vehicle;
4.1.11.1. Rust warranty
It is important to bear in mind that this warranty claim comes into effect when rust damage to the body and/ or underbody of the vehicle is evident from the inside out. Only when a service is performed by an authorised service partner, is the warranty renewed until the following scheduled service.

4.1.12. All work performed on the vehicle by a workshop or persons other than a dealer and/ or approved paint and panel shop.

4.1.13. Events of force of nature

4.1.13. The vehicle being used in a manner otherwise than stipulated in the application noted in the owner's manual

4.2. In addition, the following general exclusions, subject to an assessment, will apply to the vehicle warranty:

General Exclusions

4.2.1. All work necessary as a direct, or indirect result of or arising from any alteration, modification (including but not limited to internal engine and external vehicle/accessories) or conversion of the vehicle of whatever nature including any consequential damage as a result thereof

4.2.2. Corrosion warranty is limited to body panel perforation (edge corrosion excluded) and fasteners including screws, bolts, nuts, clamps etc. are excluded. Any work necessitated as a result of staining, discolouring, paint damage, rust and corrosion -please confirm if this applicable

4.2.3. 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

4.2.4. Any failure to adhere to measures stipulated by MBSA pertaining to the vehicle, to be carried out in preparing the vehicle for storage. Kindly contact your Mercedes-Benz dealer who can advise on these measures in the event that your vehicle needs to be put in storage.

4.2.5. The repair of any damage caused to the vehicle as a result of storage of the vehicle

4.2.6. 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.

4.2.7. 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,, as specified or recommended in the owner's manual and/or recommended service schedule pertaining to your vehicle

4.2.8. Your failure to comply with your obligations as contained in this document

4.2.9. Any consequential damage arising as a result of a warranty claimable failure including, but not limited to:

- Damage or injury to any third party, cargo, livestock, or property
- Towing or recovery costs (except as mentioned in paragraph 3)
- Expenses occurred as a result of loss of vehicle use; (e.g. car rental, rail / bus, air / ship)
- Transport or alternative freight carriage
- Hotel / accommodation
- Telephone / communication expenses
- Loss of income or profit

4.2.10. The vehicle warranty, or part thereof, subject to an assessment to determine consequential damage, may be deemed to be terminated if the customer fails to make the vehicle available to a Mercedes-Benz dealer, in response to a recall of the vehicle by MBSA with regards to a recall campaign or service measure run by MBSA to repair or replace critical safety or other components of the vehicle.

Client Obligation

In order to prevent voiding your vehicle's warranty and to ensure that your vehicle operates at optimal condition

5.1. Use the vehicle for the sole purpose and use stipulated in the application.

5.2. Comply with the instructions and recommendations stipulated in the owner's manual pertaining to the vehicle with regard to the use, care and maintenance of the vehicle.

5.3. The client is responsible for taking the ongoing inspection and maintenance measures stipulated in the operating manual, such as checking and replenishing coolant, brake fluid, windscreen cleaner, and tyre pressure at his own cost. Wheel nuts and bolts must be checked to see whether they are tight and if necessary retightened after repairs and tyre changes, thereafter after approx. 50 kilometres and then at regularly intervals.

5.4. Charging of vehicle only should be done as specified in the owner's manual of each vehicle. Consequential damages caused by incorrect charging should be borne by the client.

5.5. Take all-reasonable steps timeously to mitigate any damage to the vehicle arising from any cause whatsoever, and inform MBSA or your nearest dealer immediately.

5.6. Agree that, in the event of a warranty claim, MBSA may, in its sole and absolute discretion, procure and fit to the vehicle any Mercedes-Benz approved replacement parts that MBSA deems necessary for the continued and safe use of the vehicle in a manner contemplated by MBSA.

5.7. For as long as vehicle is still under warranty, 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 MBSA 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 MBSA make arrangements for the vehicle to be delivered to a dealer so that the necessary repair work may be carried out to the odometer.

5.8. In the event of the odometer being inoperative or defective, whilst still under vehicle warranty, agree that MBSA shall be entitled by reference to the general condition of the vehicle to estimate the number of kilometres travelled by the vehicle during the period when the odometer was inoperative or defective, and MBSA's estimate in this regard shall be prima facie proof of the distance travelled by the vehicle during such period.

5.9. 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, MBSA shall be entitled to exercise its rights as set out above

5.10. The client undertakes to notify Mercedes-Benz without delay about any technical defects, damage by force or accident damage on the vehicle.

Client Obligation

5.11. The client is obliged to notify Mercedes-Benz immediately about any change to his address.

5.12. For the continued enjoyment of the benefits referred to as contained in this document, you shall be obliged to notify MBSA in writing, within 30 (thirty) days after the vehicle was damaged (irrespective of the cause thereof) of the nature and extent of such damage:

5.13. Disposal of vehicle:

5.13.1. 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

5.13.2. In order to continue to enjoy any benefits referred to in this booklet, your successor-in-title shall provide MBSA and / or the dealer, in such manner as may be prescribed by MBSA 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 their signature. By their signature the successor-in title shall acknowledge that they are acquainted with the full force and meaning of the contents of this document and that they bind themselves thereto and that they undertake that their predecessor's previous non- compliance with the terms and conditions of this document shall not affect MBSA's rights hereunder.

5.13.3. In the event of the vehicle being stolen, hijacked, destroyed, damaged beyond repair, or written-off by its insurer before the expiration of the warranty term, you will immediately notify MBSA in writing thereof, and this document shall be deemed to have been cancelled upon the date of such occurrence.



General

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

6.2. Cancellation
Subject to an assessment and 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 as provided in this document in the event of:

6.2.1. The vehicle not having been maintained, repaired or serviced as prescribed in the vehicle's service schedule

6.2.2. Any exclusion as per this booklet

6.2.3. 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.

6.2.4. You failing to inform MBSA of the disposal or loss of the vehicle as provided for in this booklet

6.2.5. You failing to use the vehicle solely in accordance with the application, or committing a material breach of any other term of this document.

6.2.6. You failing to make the vehicle available to a Mercedes-Benz dealer for repairs within a reasonable time after learning of the recall of the vehicle through a recall campaign run by MBSA in order to repair critical safety components of the vehicle.

6.2.7. 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.

6.3. Effect of cancellation
Upon cancellation of the terms and conditions contained herein, all of MBSA's obligations in terms hereof shall cease. Should validity of any provision of this document be held invalid, unenforceable or illegal for any reason, the remainder of the terms and conditions as contained herein shall remain in full force apart from such provision, which shall be deemed deleted.

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

6.5. Liability
Subject to your fulfilment of your obligations contained in this document, and subject to an assessment to determine consequential damage, MBSA will 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.

General

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.

6.6. Entire agreement
The terms and conditions contained in this document constitute the entire undertaking between MBSA and you in relation to the warranty of the vehicle.

6.7. Arbitration
Any dispute 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, and failing agreement, an arbitrator appointed by the Chairperson of the Legal Practice Council. 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.

6.8. 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 familiarise yourself with the published updated content and amendments.

6.9. 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 thereof, 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.

6.10. Authority to sign
By signing the signatory thereto warrants and represents that he is authorised 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 in this booklet, 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.

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

6.11.1. 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 (in this booklet).

General

6.11.2. 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 (in this booklet). 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

6.11.3. 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.



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:

7.1. “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

7.2. “Approved paint and panel shop” shall mean a paint and panel shop approved and / or recommended by MBSA in its sole and absolute discretion from time to time

7.3. “Booklet” shall mean the eWarranty booklet, signature of which by the owner shall be deemed as an acceptance of the terms and conditions of the inclusive eWarranty

7.4. “Mercedes-Benz” and/or “MBSA” shall mean Mercedes-Benz South Africa Ltd. and where the context so requires, also its duly authorised representatives or employees, being the duly authorised distributor of Mercedes-Benz

7.5. “Dealer” shall mean a dealer appointed by MBSA as an authorised Mercedes-Benz dealer in the territory

7.6. “Force majeure” shall mean any act, omission or circumstance over which a party could not reasonably have exercised control

7.7. “Motor sport” shall mean the vehicle being used, without limitation, in any competitive sport, contest, trial racing, rally, or any other form ofa 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

7.8. “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

7.9. “Period of coverage” shall mean the stipulated period or mileage as per the warranty (whichever occurs first) from the date of vehicle sale

7.10. “Service schedule” shall mean specific prescribed tasks to be performed by a dealer in respect of the applicable service category selected by you, which service schedule shall be updated by MBSA from time to time

7.11. “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 dealer situated within the territory.

7.12. “Vehicle” shall mean the Mercedes-Benz 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 the warranty.

Glossary

7.13. The singular shall include the plural and vice versa

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

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

7.16. 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.





Success never rests.

Experience the advantage of owning a Mercedes-Benz Van. Accelerate and elevate your business with a promise of more than just automotive excellence.

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