Mercedes-Benz Financial Services | P.O. Box 10829, Centurion 0046

Mercedes-Benz
Financial Services

MERCEDES-BENZ FINANCIAL SERVICES (MBFS) CUSTOMER LOYALTY OFFER

MBFS will be entitled to determine at its sole discretion, the Customer's eligibility to participate in the Customer Loyalty Offer (CLO). The Customer must meet all of the conditions set out below:

1. Eligibility

To be a Qualifying Customer, the Customer must:

- Be an existing MBFS Customer. An existing MBFS customer means that a finance agreement must be live or settled/matured less than 60 days from the expiry of the old finance agreement.
- Activation (subject to credit approval) of the new finance agreement should be within 60 days of settlement, or maturity date of the previous finance agreement, or from new finance agreement start date.
- The Benefit relates to Mercedes-Benz Passenger Car, V-Class, X-Class vehicles (Vehicle) only.
- The CLO is only available for the purchase of a new Vehicle and not for refinancing of a current vehicle.
- The Customer must satisfy the underwriting criteria of MBFS's preferred Insurer Provider.
- The Customer must enter into an insurance policy with MBFS's preferred Insurer Provider and comply with the terms thereof.
- The Customer's payments on his current finance agreement must up to date and satisfactory.

2. Benefit

Qualifying Customers will receive:

- A discount on the Customer interest rate portion of the settlement quotation. This discount is only applicable to the settlement quotation where the Customer has a new MBFS finance approval and enters into another finance agreement with MBFS for a different vehicle. Please note that the discount cannot be applied retroactively, if the vehicle has been settled.
- The payment of a premium by MBFS for Comprehensive Motor Insurance, underwritten by our select panel of preferred Insurance Provider(s), for the first two months (60 days) of the Customer's new finance contract; and
- An additional 0.50% interest rate reduction on the Customer's new finance agreement for as long as the Vehicle remains financed with MBFS and insured by MBFS's preferred Insurance Provider.

Reg.No. 1996/015840/07

Directors
A. Kgotle (Chairman), D. Naidoo, N. Trimmel, G. van Rensburg

Management Board
D. Naidoo, G.van Rensburg

An Authorised Financial Services Provider in terms of the FAIS Act, no.37 of 2002. Licence no. 18 604
An Authorised Credit Provider in terms of the National Credit Act, no. 34 of 2005. Registration no NCRCP80

3. Steps to receive the Benefit

- The Benefit is optional.
- The Customer will be notified by MBFS of his Eligiblity to receive the Benefit at the time of requesting a settlement quotation or at maturity of his existing finance agreement.
- The offer will be presented upon application for a new finance agreement once the Customer has indicated his interest in the Benefit. The Benefit will take effect on the date that the preferred Insurer Provider confirms the Comprehensive Insurance and the new finance agreement has been activated.

4. Limitations

- The CLO excludes Corporate Customers.
- The value of the CLO benefit premiums shall not exceed R6,000 per month and R12,000 over 60 days.
- The customer will be responsible for payment of premium amount that exceeds the limit mentioned, alternatively the benefit will be forfeited.
- MBFS will only pay the Comprehensive Insurance premiums for 60 days. The Customer will be responsible for payment of premiums after the 60 days. Failure to pay the premiums will lead to a lapse of the insurance policy.
- If the Customer cancels the Comprehensive Insurance MBFS's preferred insurer at any time, the Customer Interest Rate the interest reduction will be cancelled.
- The Benefit cannot be exchanged or converted to cash.
- The Customer will not be entitled to sell, issue, exchange or barter Benefits for cash with any third party.
- The Customer acknowledges and agrees that in addition to complying with these Terms and Conditions, the Customer must also comply with the Insurance Policy. The Customer will bear all risk and liability for any Benefit received in terms of the CLO and to the extent that there is any dispute regarding any insurance claim, such dispute must be settled between the Insurer and the Customer directly.

5. Termination

- MBFS may end the Customer's participation in the CLO at any time and for any reason, on notice to the Customer including on the following reasons:
- MBFS believe the Customer's behaviour was inappropriate, constituted misconduct, fraud, and/or is an abuse of the CLO Benefit.
- The Customer present or supply MBFS with incorrect or false documents.
- The Customer breached these, or any other Terms and Conditions relevant to the CLO Benefits.
- The Customer's MBFS account/s is in arrears.
- There are changes in legislation that makes it necessary to terminate the CLO.

The Customer may inform MBFS at any time that the Customer no longer want to participate in the CLO by email at Ins_Enquiries@mercedes-benz.com.

6. Disclaimers and Exclusions of Liability

- MBFS is not responsible for any loss or damage, including consequential loss or damage (Loss), due to the Customer participation or cancellation in the CLO or using a Benefit.
- Except as required by any applicable laws, MBFS makes no representations or warranties about Benefits of any kind, express or implied, including any warranties as to fitness for a particular purpose.
- The Customer's dealings with preferred insurers, including payment for and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Customer and insurer.
- The Customer must comply with the insurer's Terms and Conditions. The Customer agrees that MBFS will not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.
- The Customer agrees to indemnify MBFS against any loss or damage MBFS may suffer as a result of reliance on any warranty, representation or information given by the Customer in relation to these Terms or the Customer's breach of these Terms or any applicable laws.

7. Variation

MBFS may in its sole and absolute discretion from time to time amend, replace or substitute the CLO, or suspend or terminate any of the preferred insurers or any aspect thereof or the Terms and Conditions relating thereto despite such action affecting Benefits already accumulated. MBFS will give notification of such amendment by any means of communication, including mail, statement, facsimile, e-communication or through any other medium that MBFS may deem fit.

8. Governing Law

South African Law governs this CLO and the Terms and Conditions.

9. Communication

- MBFS uses the contact details provided by the Customer to communicate with the Customer. It is the Customer's responsibility to make sure that the contact details at MBFS are current and valid.
- MBFS is not liable for any loss, of any nature, the Customer may suffer because of the contact details not being current or valid.

10. Severability

If any of the Terms and Conditions in these Terms are found to be invalid or unenforceable, such Terms and Conditions will be severable from the remaining Terms and Conditions, which will remain in full force and effect.

11. Precedence of other Agreements

These Terms and Conditions should be read together with any other general terms and conditions or any agreement that the Parties may have entered into. If there is any inconsistency between this Terms and Conditions and such other agreement, that agreement will apply in sofar as the inconsistency exist.

12. MBFS Insurance Providers

- Momentum Insure Company Limited (FSP22789) is part of Momentum Group Limited and is an authorised financial services provider.

Discovery Insure Ltd is an authorised financial service provider (FSP46336). Registration number 2009/011882/06.