

PREMIUMDRIVE TOP-UPS

Mercedes-Benz



PREMIUMDRIVE

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INTRODUCTION

Dear Customer,

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

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

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

The **PremiumDrive Top-up plans** is designed to give you peace of mind, providing the assurance of:

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

This booklet contains the terms and conditions of the PremiumDrive Top-up plans, including benefits, inclusions and exclusions. You are required to acquaint yourself with the content of these Terms and Conditions as well as the Owner's manual which provides general information on the Vehicles as well as valuable directives on running-in, operating, variable model service needs and maintenance procedures.

Customer satisfaction is so important to us that you will be contacted, from time to time, to participate in our Customer Satisfaction Index (CSI) to enable us to continually improve our offered services for your added benefit.

Welcome to the world of the three-pointed star!

Yours faithfully,
Mercedes-Benz South Africa Ltd.
Customer Assistance Centre:
+800 133 355

1. CUSTOMER SUPPORT

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

In the unlikely event of a breakdown, immediately contact the Mercedes-Benz Customer Assistance Centre on 0800 133 355.

If the breakdown occurs 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.

Important to note that for all matters relative to your motoring needs, an authorized representative from 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 in turn have the full support and resources of Mercedes-Benz South Africa Ltd. at their disposal.

Should you require any further support or additional information, contact our Mercedes-Benz Customer Assistance Centre:
Telephone: 0800 133 355

If you are phoning from Botswana, Namibia, Lesotho and Eswatini *International dialing must be activated on your phone. Alternatively, send an email to:
webmails.southafrica@cac.mercedes-benz.com

2. SUMMARY OF BENEFITS

The PremiumDrive Top-up plan is an optional service and maintenance plan which offers additional years of quality service for your Mercedes-Benz

Vehicle Service & Maintenance Cover

- Service items as per electronic service sheet
- Prescribed maintenance items

Other Benefits

- S24h Roadside assistance
- Touring Guarantee; and
- Sign & Drive package

3. SERVICE AND MAINTENANCE PLAN

3.1. Subject to the terms and conditions as contained in this document, Mercedes-Benz South Africa Ltd. undertakes, from date of first purchase, the PremiumDrive Top-up plans activation.

3.2. For any Service (Maintenance) work required on your Vehicle as specified on the Owner's manual or Service Indicator (Assyst), you are required to book your Vehicle with a Mercedes-Benz Approved servicing Agent timeously.

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

3.3.1. All maintenance and service work in respect of the Vehicle's prescribed service stipulated by Mercedes-Benz South Africa Ltd.

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

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

3.3.4. All replacement and repair necessitated by normal wear and tear, (arising through usage, mileage or age) in accordance with the stipulated Application.

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

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

4. OTHER BENEFITS

In a further commitment to your motoring enjoyment and peace of mind, Mercedes-Benz South Africa Ltd. offers the following support services throughout the duration of your PremiumDrive plan:

- S24h Roadside Assistance;
- Touring Guarantee; and
- Sign & Drive package
- Mobility

This service is available for incidents related to Technical matters on your vehicle throughout the Republic of South Africa, the Republic of Botswana and the Republic of Namibia and ESwatini. Road accidents are specifically excluded from these products.

The benefits of the products are covered in more detail. You may contact the Mercedes-Benz Customer Assistance Centre at the number provided below.

4.1. S24h Roadside Assistance

In the event of your journey being interrupted within the borders of South Africa, due to a technical breakdown, the Mercedes-Benz Customer Assistance Centre can be contacted for support.

If the breakdown occurs in a neighboring country where there is no Mercedes-Benz passenger car approved workshop, it is your responsibility to ensure that the Vehicle is transported to a Mercedes-Benz Agent within South-African borders, at your own cost.

4.2. S24h Breakdown Assistance
Our breakdown support is offered 24 hours 7 days a week. Should you be in this unfortunate situation, simply call the Mercedes-Benz Customer Assistance Centre. Once a call is logged a Technician will be dispatched from the nearest Mercedes-Benz Agent. A limit of 200 km's round trip from the nearest Mercedes-Benz Agent applies to all vehicles. Any excess travel beyond the 200 km's is for your account.

4.3. Towing recovery
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.

4.4. Immediate mobility
Should you need to make a short taxi journey to arrange for assistance, the cost of travel to your preferred destination, within 200 km's will be covered by Mercedes-Benz South Africa Ltd. All claims submitted to Mercedes-Benz South Africa should be accompanied with proof of actual disbursements.

4.5. Touring Guarantee
Touring Guarantee covers you for accommodation, public transport, car hire and Vehicle repatriation as a result of Vehicle breakdown in excess of 200km 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.

4.5.1. 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 (limited to a maximum of 5 people travelling in the Vehicle) 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 of expenditure. Public transport or car hire option below may be exercised as an alternative to this option.

4.5.2. Public transport
You may make use of public transport, 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 of actual costs incurred.

4.5.3. Mobility: Car hire/Rental
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. The Vehicle brand and style will be determined at the discretion of Mercedes-Benz South Africa Ltd. This benefit is subject to the following limitation:

- A maximum of 15 working days for the duration of the contract. No accumulation of the above shall apply. If the benefit is not used in a particular year, the number of days will not be accumulated for the subsequent years of the Service and Maintenance Plan.

- Any further requirements will be considered by Mercedes-Benz South Africa Ltd. on a case by case basis and in its sole discretion.

4.5.4. 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 care hire, as set out 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.

4.6 Sign & Drive

This is a support service designed to provide additional assistance for emergencies such as a flat battery jump-start and repair/changing of a flat or damaged tyre. The Mercedes-Benz Customer Assistance Centre will dispatch a technician to support you. Mercedes-Benz SA will cover a maximum cost equivalent to 200 km's round trip, any additional costs in excess of the 200 km's, is for your own account. Roadside Assistance's Sign & Drive specifically excludes any provision for the supply of fuel that may have resulted in a Vehicle breakdown.

4.6.1. Flat battery jump-start

Should your Vehicle fail to start due to a flat battery, a Technician will assist by jump-standing the flat battery. A maximum of two jump starts per month, will be provided. Should the battery run flat more frequently, visit your nearest approved Mercedes-Benz Agent for further diagnosis.

4.6.2. 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.

4.7. Mobility

In the event that your Vehicle is at an Agent for more than 48 hours, the Agent will provide you with a courtesy vehicle which is subject to availability. Alternatively, a rental vehicle will be provided to you, however, this will exclude any deposit, any personal insurance, fuel and/or toll road costs, which costs will be for your account and is subject to the terms and conditions of the rental vehicle company.

The vehicle brand and style will be determined at the discretion of MBSA and the Agent. Maximum of 15 days mobility will be covered for the duration of the plan.

Limitations	
Front Brake Pads (Kit)	1 set
Rear Brake Pads (Kit)	1 set
Rear Brake Discs	1 set
Front Brake Discs	1 set
Front and Rear Shock absorbers	1 set

*15 days per allocation
*Based on Fair wear & Tear

5. GENERAL EXCLUSIONS

The following general exclusions will apply in respect of all products offered, subject to an assessment:

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

5.2. Any work necessitated as a result of staining, discoloring, paint damage, rust and corrosion arising from whatsoever cause during the period Maintenance Plan.

5.3. The repair or maintenance of any accessories, parts or components, which were not fitted to the Vehicle as originally manufactured by the manufacturer or approved by Mercedes-Benz South Africa Ltd.

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

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

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

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

5.8. Replacement of clutch-plates and shock absorbers.

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

5.10. Our vehicles have sliding door issues. we should consider removing this. There are TIPS documents about this and it is a known concern with known fixes

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

5.12. 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.

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

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

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

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

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

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

5.13.6. Any external influence causing damage to the Vehicle

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

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

5.13.9. Events of force of nature.

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

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

5.14.1. 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

5.14.2. Respond to a recall of the Vehicle by Mercedes-Benz South Africa Ltd. in terms of a recall campaign or service measure run by Mercedes-Benz South Africa Limited to repair or replace critical safety or other components of the Vehicle. You will be liable for any costs arising from consequential damage to the Vehicle should you fail to make the Vehicle available to a Mercedes-Benz approved Agent.

5.15. 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.

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

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

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

5.17.2. Towing or recovery costs;

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

5.17.4. Transport or alternative freight carriage;

5.17.5. Hotel / accommodation;

5.17.6. Communication expenses;

5.17.7. Loss of income or profit.

5.18. Additional costs resulting from the vehicle being operated under sever conditions will not be covered by Mercedes-Benz SA.

6. 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 type i.e. Service A or ServiceB will be indicated in kilometers (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 within 30 days/1500km (whichever comes first) either by way of the prescribed distance or time deadline shown or displayed by the ASSYST service indicator and only up to 100 000km (subject to plan purchased). 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 the Service and Maintenance Plan, you will:

6.1. 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.

6.2. 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.

6.3. Take all-reasonable steps timeously to mitigate any damage to the Vehicle arising from any cause whatsoever, and inform Mercedes-Benz South Africa Ltd.

6.4. Ensure that the odometer of the Vehicle remains in good working order and capable of recording accurately the distance travelled by the Vehicle. 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 an Agent so that the necessary repair work may be carried out to the odometer.

6.5. 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.

6.6. It is your duty to ensure that you are registered on Mercedes Me Connect. Should you sell the Vehicle, it is your responsibility to deregister your profile on Mercedes Me Connect (MMC).

6.7. 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 which can be found in the to the Owner’s Manual.

6.8. 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.

6.9. If the Vehicle is damaged:

6.9.1. 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

6. YOUR OBLIGATIONS

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.

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

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

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

6.10. Disposal of Vehicle:

6.10.1. Subject to paragraph below, 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.

6.10.2. 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/her signature. By signing the successor-in-title shall acknowledge that he/she is acquainted with the full force and meaning of the contents of this document and that he/she binds himself/herself thereto and that he/she undertakes that his/her 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 (MMC) and that your successor-in- title is registered on MMC in order for him/her to have the MMC account activated and linked to the Vehicle.

6.10.3. In the event of the Vehicle being stolen, hijacked, destroyed, damaged beyond repair, or written-off by its insurer before the expiration of the 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 applies by deducting the actual claims paid including administrative costs, from the price paid for the Service and Maintenance Plan.

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

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

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

7. General

7.1. 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.

7.2. 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:

7.2.1. The Vehicle not having been maintained, repaired or serviced as prescribed in the Vehicle's Service schedule, this can be found on the odometer of the Vehicle under "Assyst Service" (subject to a technical assessment).

7.2.2. Any exclusion listed on this document

7.2.3. Any alteration or modification made to the Vehicle without the prior written consent 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.

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

7.2.5. You failing to inform Mercedes-Benz South Africa Ltd. of the disposal or loss of the Vehicle as provided for in terms of "Disposal of Vehicle" paragraph included in "Your Obligation" clause.

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

7.2.7. You failing to make the Vehicle available to an Agent for repairs 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.

7.2.8. The effective date of the cancellation of the terms and conditions as set out herein shall be the date of the occurrence of the event, giving rise to 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.

7.3. 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/ freeze. Any refunds payable will be subject to the provisions of paragraph stated under the "Your Obligation" clause.

7.4. 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.

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

7.6. Liability
Subject to your fulfilment of your obligations contained in this document, and subject to the provisions of the last paragraph on General Exclusions 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

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.

7.7. Term
The terms and conditions contained herein shall commence on date of signature of acknowledgement (as referred to in point 1 Introduction) or on the date of receipt of payment, and shall terminate in the case of the Service and Maintenance Plans, at the earlier of the date of expiration of the Period of coverage, or on the date when the terms and conditions contained herein are cancelled in terms of the provisions contained herein. It is specifically agreed between the parties from date of termination, the obligations of Mercedes-Benz South Africa Ltd. shall lapse.

7.8. 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.

7.9. Arbitration
At the discretion of Mercedes-Benz South Africa Ltd. 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, or failing agreement, an arbitrator appointed by the President of the Law Society of the Northern Provinces. The arbitration shall be held in Pretoria in an informal manner, on such basis as the arbitrator may determine, with a view to deciding the matter as expeditiously as possible.

7.10. Amendment of Terms and Conditions
Any amendment, or alteration, or variation or cancellation of any of the terms and conditions of this document shall be made at 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.

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

7.12. Authority to sign
By signing the 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 paragraph of Vehicle damage stipulated under the "Your Obligation" clause, 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.

7.13. Notices

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

7.13.1.1. 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; or

7.13.1.2. 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.
210 Aramist Avenue,
Waterkloof Glen,
Pretoria, 0010

7.13.2. 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.

8. GLOSSARY

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

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

8.2. “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.

8.3. “Booklet” shall mean the Service & 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).

8.4. “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.

8.5. “Agent” shall mean a Agent appointed by Mercedes-Benz South Africa Ltd. as an authorized Mercedes-Benz Agent in the Territory.

8.6. “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.

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

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

8.9. “Optional service and maintenance” 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.

8.10. “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 require) your / his / her successor(s)-in-title.

8.11. “contract duration” shall mean the stipulated period as per the contract Term (From 1st date of reg) and end km purchased (whichever occurs first) from the date of initial registration for which the Vehicle shall enjoy the benefits of Maintenance Plan in terms of the provisions of this document.

8.12. “BNLS” The Republic of Botswana, Namibia, Lesotho and eSwatini. This term is not used in the Booklet.

8.13. “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.

8.14. “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.

8.14. “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.
9.15. “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.

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

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

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

8.19. 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.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.

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