

Mercedes-Benz Service Care Terms and Conditions

Enjoy peace of mind with continued care for your Mercedes-Benz

Mercedes-Benz



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1. Definitions

The Customer is entitled to a routine services as per the covered components listed. 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;

a. "Agent" shall mean the agent appointed by Mercedes-Benz South Africa Ltd as an authorised agent and/or repairer.
b. "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 this document.
c. "Service Schedule" Shall mean the specific prescribed work to be performed by an Agent in respect of the applicable service plan selected by you, which service schedule shall be updated by MERCEDES-BENZ SOUTH AFRICA LIMITED from time to time.
d. "Territory" This contract will be applicable to South-Africa, Namibia, Botswana and Eswatini
e. "Contract duration" means date of inception of the contract and ending date dependant on the below:

Contract Duration

- This plan covers vehicle's up to 300 000km from the initial contract start date.
- Number of services: The maximum services covered i.e.: 2 services
- Time: The plan is valid up to 12 years
- Mileage: The Plan is valid up to 300 000km
- The contract duration is subject to whichever of the above occurs first and or early termination rights in this agreement.

2. Options and Inclusions

Service Care options are available;

SERVCARE2: Comprises of two services.
SERVCARE4: Comprises of four services.

For petrol vehicles;

Oil Filter
Air filter Element
Combination kit (aircon filter)
Spark Plugs
Engine Oil (L)
Brake fluid

For Diesel vehicles;

Oil Filter
Air filter Element
Combination kit (aircon filter)
Engine Oil (L)
Brake fluid

3. Exclusions

(this list is not exhaustive and any exclusions/items not expressly listed under inclusions or below will NOT be covered).

The following general exclusions will apply in respect of Service Care:

3.1. 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.

3.2. Any work necessitated as a result of staining, discolouring, paint damage, rust and corrosion arising from whatsoever cause during any of the periods after expiry of the warranty period.

3.3. 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.

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

3.5. Any measures stipulated by Mercedes-Benz South Africa Ltd. pertaining to the vehicle, to be carried out in preparing the vehicle for storage.

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

3.7. 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.

3.8. 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, anti-freeze additives, as specified or recommended in the owner's manual and/or service schedule pertaining to your vehicle.

3.9. 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.

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

3.11. The replacement of wear and tear parts.

3.12. Towing Services

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

3.13.0.1. The vehicle being involved in any accident or incident.

3.13.0.2. Accidental or intentional damage caused to the vehicle by any person or thing.

3.13.0.3. The use in the vehicle of any parts, fuels, oils, lubricants and additives, which are not approved by Mercedes-Benz South Africa Limited, or which are polluted or impure;

3.13.0.4. The vehicle being used in motor sport;

3.13.0.5. 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;

3.13.0.6. Work performed on the vehicle by a workshop or persons other than an Agent and/or approved paint and panel shop, unless Mercedes-Benz South Africa Ltd;

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

3.14. All service work (including the replacement of parts) resulting from your failure and/or refusal to make the vehicle available to the Agent for service to be carried out at such prescribed service intervals as specified in the service schedule, or indicated by the service indicators of the vehicle, or 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 Ltd. to repair or replace critical safety or other components of the

vehicle;

3.15. 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;

3.16. Roadside assistance, recovery or provision of any courtesy vehicle.

3.17. Bulbs;

3.18. Any repair items;

3.19. Any item not specified in inclusions;

4. Customer's Obligation

Your Mercedes-Benz vehicle has been equipped with an ASSYST Active Service 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 by way of the prescribed distance or time deadline shown or displayed by the ASSYST service indicator. On completion of the work the ASSYST service indicator will be reset and a service sticker will be affixed either to the driver's doorframe or on the driver's side of the dashboard. The service sticker together with this booklet will record the completion of the prescribed service and any noteworthy additional work.

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 Service Care and the optional you will:

4.1. 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.

4.2. 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 work is performed.

4.3. Comply with the instructions and recommendations stipulated in the owner's handbook and/or service schedule pertaining to the vehicle use and care.

4.4. Agree that the Agent may, in its sole and absolute discretion, procure and fit to the vehicle any Mercedes-Benz approved replacement parts that the Agent deems necessary for the continued and safe use of the vehicle in a manner contemplated by Mercedes-Benz South Africa Limited

4.5. Ensure that the odometer of the vehicle remains in good working order and capable of recording accurately the distance travelled by the vehicle. The owner shall immediately inform Mercedes-Benz South Africa Limited 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 Limited make arrangements for the vehicle to be delivered to an Agent so that the necessary repair work may be carried out to the odometer.

4.6. In the event of the odometer being inoperative or defective, agree that Mercedes-Benz South Africa Limited 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 Mercedes- Benz South Africa Ltd.'s estimate in this regard shall be prima facie proof of the distance travelled by the vehicle during such period

4.7. Permit Mercedes-Benz South Africa Limited or Agent at all reasonable times to inspect the vehicle's odometer reading and its operation

4.8. 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 Limited shall be entitled to exercise its rights.

4.9. 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. or the Agent, in such manner as may be prescribed by Mercedes-Benz South Africa Limited 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.

4.10. 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 applies by deducting the actual claims paid including of administrative costs, from the price paid for Service Care.

4.11. In the event that this Agreement is cancelled for any reason other than stipulated in 4.11 above, you shall not be entitled to any refund. In the event that you have not utilised or claimed any service or other work in respect of Service Care, you may be refunded the unexpired portion of coverage.

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

5. Payment

Payment shall be done upfront at the purchasing Agent.

6. Termination

(a) This Agreement shall be effective from the Commencement Date and shall continue in force for the Contract Period unless terminated earlier by reasons stated in 4.11.

7. General

7.1. Effect of cancellation
Upon cancellation of the terms and conditions contained herein, all of Mercedes-Benz South Africa Limited's obligations in terms hereof shall cease. Any refunds payable will be subject to the provisions of paragraph 4.11.

7.2. 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.

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

7.4. Liability
Subject to your fulfilment of your obligations contained in this document, Mercedes-Benz South Africa Limited will not be liable for any 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 nature 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.

7.5. Term
The terms and conditions contained herein shall commence on date of signature/ Certificate print, and shall terminate either: when services have been used up (when 2/4 services have been used) or when the vehicle reaches 300 000km on the odometer reading.

7.6. Arbitration
Any dispute between Mercedes-Benz South Africa Limited 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.

7.7. Non-variation
No alteration, or variation or cancellation of any of the terms and conditions of this document shall be of any force or effect unless reduced to writing and signed by Mercedes-Benz South Africa Ltd. or you, or your duly authorised representatives.

7.8. 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.

7.9. 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 his/her behalf, or in the event of any information set out in the said being incorrect, then, at the election of Mercedes-Benz South Africa Ltd, Mercedes-Benz South Africa Limited 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.

7.10. 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:

7.10.1. On the same day, if transmitted by electronic mail to the addressee at the appropriate address stipulated in the owner/vehicle details

7.10.2. 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 page hereby chooses as its physical address for all purposes in terms hereof the under mentioned address alongside its name:

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

8. Customer Support

8.1. S24h Breakdown support

8.2. 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 at the number provided on: Call our Customer Assistance Centre 0800 133 355

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