

Warranty

Mercedes-Benz



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Introduction

Dear Customer,

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

At Mercedes-Benz South Africa Ltd. 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. In addition to general information, it contains valuable directives on running-in, operating, variable model service needs and maintenance procedures.

This booklet contains the terms and conditions of the Warranty cover on your Vehicle. Accordingly, you are required to acquaint yourself with the content of these Terms and Conditions, to ensure that your Vehicle is kept in optimum condition so that the Warranty cover on your Vehicle remains intact.

As the new or subsequent Owner of your Vehicle, you will be expected to sign acknowledgement of your acceptance of these terms and conditions.

Welcome to the world of the three-pointed star!

Yours faithfully,
Mercedes-Benz South Africa Ltd.

www.mercedes-benz.co.za

Customer Assistance Centre:
0800 1333 55
+800 1 777 7777

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 or +800 1 777 7777* the telephone number below. 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.

Customer satisfaction is extremely important to us, therefore 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.

Should you require any further information, contact our Mercedes-Benz Customer Assistance Centre:

Telephone: 0800 133 355
+800 1 777 7777*

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 Warranty Cover

The Warranty cover contained in this Booklet applies to all new vehicles purchased from 1 February 2022.

- Warranty 5 years 100 000 km's
- Towing of vehicle for Mechanical and/or Electrical breakdowns

3. Warranty Terms and Conditions

Mercedes-Benz passenger cars are warranted against manufacturing defects for a period of 5 years / 100 000 km's from date of sale, if not in breach of any exclusions covered in this Booklet.

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

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

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

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

3.2.2. Parts subjected to any external damage & friction and parts subjected to wear, are unwarrantable.

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

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

3.2.5. Service intervals to followed according to the set parameters in the owners manual.

3.2.6. As the operator of the Vehicle, you are responsible for adhering to the service intervals. Non- adherence to the service requirements as prescribed (which are model specific), may jeopardize the Vehicle's performance, negatively impact on the medium to long-term durability, safe optimum operation of the Vehicle and ultimate re-sale value.

Consequently, warranty claims on Vehicles which have not been maintained as per manufacturer's standard will be considered on a merit basis.

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

3.2.7. Where batteries are disconnected or discharged the service indicator will no longer operate correctly, therefore the Vehicle needs to be serviced according to the service schedule pertaining to your specific mode. It is the responsibility of the customer to ensure that the cluster is accurate and the service requirements are adhered to.

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

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

4. General Exclusions and Exceptions

The following general exclusions will apply in respect of all products offered subject to a technical assessment, where applicable:

4.1. 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.

4.2. Any work necessitated as a result of staining, discolouring, paint damage, rust and corrosion arising from whatsoever cause after the first two years of the Warranty period. During the two year period of the warranty, corrosion is limited to body panel perforation (edge corrosion excluded) and fasteners including screws, bolts, nuts, clamps etc. are excluded.

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

4.4. The repair or replacement of any windscreen, window glass, sunroofs, light reflectors and lenses anad body panels.

4.5. The repair or replacement of carpets, trim / upholstery, seat covers, soft-top canvas, hinges, battery and shock absorbers after the first two years of the Warranty.

4.6. Aging and operational wear that occurs due to the normal usage of the vehicle under the appropriate service and environmental conditions. Possible consequences may include: Soiling and material discoloration, other visual changes due to changes due to usage such as signs of wear and tear in the vehicle interior, on the paint and on the soft top, changes to the body and suspension settings, premature failures of suspension components, e.g. brake disks, shock absorbers, etc,

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

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

4.9. 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.

4.10. 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, as specified or recommended in the Owner's manual and/or Service schedule pertaining to your Vehicle.

4.11. 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.

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

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

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

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

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

4.13.4. The Vehicle being used in Motor sport.

4.13.5. Ignorance, neglect,misuse,abuse or improper treatment or use of the vehicle such as excessive loads, braking, driving beyond the intended design limits of the vehicle.

4.13.6. Any work performed on the Vehicle by an Independent Service Provider, causing damage/consequent damage to the vehicle, may result in the voiding of the contract or a portion thereof.

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

4.13.8. Events of force of nature.

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

4.13.10. Towing and recovery assistance is limited to a maximum of 400km from the nearest Agent or authorized workshop. Any towing or recovery expense in excess of this limitation is for your account. A limit of 400km round trip from the nearest Mercedes-Benz Agent applies to all vehicles.

4.13.11. Refusal on the part of a customer to have rectification performed immediately.

4.14. A portion of Warranty shall be voided following a technical assessment which proves consequential damage, should you:

4.14.1. Fail to take the Vehicle for a 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. Repair work must be conducted immediately.

4.14.2. Undertake service/maintenance and/or mechanical repair work with an ISP which results in Consequential Damage to the Vehicle;

4.14.3. Fail to respond to a notification of a recall campaign or service measure required on the Vehicle by Mercedes-Benz South Africa Limited which requires a repair or replacement of safety critical or other components on the Vehicle. The Vehicle Owner will be liable for any costs arising from consequential damage to the Vehicle should they fail to make the Vehicle available to a Mercedes-Benz Agent.

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

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

4.15.2. Towing or recovery costs;

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

4.15.4. Transport or alternative freight carriage;

4.15.5. Hotel / accommodation;

4.15.6. Communication expenses;

4.15.7. Loss of income or profit.

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

4.16.1. War, Riot and Terrorism

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

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

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

4.16.1.4. Insurrection, rebellion or revolution;

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

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

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

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

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

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

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

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

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

4.16.2. Nuclear

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

4.16.2.2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only, combustion shall include any self- sustaining process of nuclear fission.

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

4.16.3. Computer losses

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

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

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

4.16.3.2. Any legal liability of whatsoever nature;

4.16.3.3. Any consequential loss;

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

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

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

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

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

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

5. Your Obligations

5.1. 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.

5.2. 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.

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

5.4. 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.

5.5. Ensure that the odometer has not been disconnected, tampered with or altered in any way whatsoever and is repaired immediately or as soon as reasonably possible due to malfunction, failing which, Mercedes Benz South Africa Ltd shall be entitled to exercise its right to cancellation.

5.6. It is your duty to ensure that you are registered on Mercedes Me Connect. We strongly encourage you to register on MMC connect if applicable in your region.

5.7. 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. in the Vehicle's Owner's Manual which can be found at https://www.mercedes-benz.co.za.

5.8. 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 as stipulated in this document.

5.8.1. When your Vehicle is damaged:

5.8.1.1. For the continued enjoyment of the benefits referred to as contained in this document, you shall be obliged: to notify Mercedes-Benz South Africa Ltd. in writing, within 30 (thirty) days after the Vehicle was damaged (irrespective of the cause thereof) to have all such damage to the Vehicle repaired according to Mercedes-Benz South Africa Ltd's standards and/or Owner's manual.

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

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

5.8.1.4. 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 a workshop (other than an Agent and / or Approved paint and panel shop), shall be paid for by you.

5.8.1.5. Until such time as all damages to the Vehicle have been repaired to a standard acceptable to Mercedes-Benz South Africa Ltd., the Warranty shall be deemed to be suspended.

5.8.2. Disposal of Vehicle:

5.8.2.1. Subject to the paragraphs below, Mercedes-Benz South Africa Ltd. 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.

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

5.8.2.3. 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.

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

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

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

6. General

6.1. 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.

6.2. 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:

6.2.1. 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).

6.2.2. Any exclusion listed on this document.

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

6.2.4. You failing to provide a Mercedes-Benz Approved Agent with the information required or if such information is found to be incorrect in any material respect.

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

6.2.6. 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 the "Your Obligation" clause.

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

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

6.2.9. The effective date of the cancellation of the terms and conditions as set out herein shall be the date of the occurrence of the event, giving rise to Mercedes-Benz South Africa Ltd.'s right of cancellation, or any such later date as Mercedes-Benz South Africa Ltd. shall stipulate in the notice of cancellation forwarded to you.

6.3. 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.

6.4. 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.

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

6.6. Liability
Subject to your fulfilment of your obligations contained in this document, and subject to the provisions of the General Exclusions and Exceptions, Mercedes-Benz South Africa Ltd. will not be liable for all consequential damages caused, whether directly or indirectly, to any other part and/or component of the Vehicle and which is attributable to any defective part and/or component of the Vehicle, covered in terms of this document. Mercedes-Benz South Africa Ltd. will not be liable to you in the event of your failure to fulfil any of your obligations in terms of this document, if such failure is caused on account of an event of Force majeure or any other reason whatsoever. Mercedes-Benz South Africa Ltd. will not be liable to you or a third party for any other consequential damage(s), howsoever caused, which may fall outside the extent of cover defined in this paragraph.

6.7. Term

The terms and conditions contained herein shall commence on date of sale hereof and shall subsist for a period of 5 years thereafter and shall terminate:

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

6.8. 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 Warranty of the Vehicle .

6.9. Arbitration

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

6.10. 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.

6.11. 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.

6.12. Authority to sign

By signing the signatory thereto warrants and represents that, he is authorized to sign this document and that all information is correct. In the event of the Owner challenging the authority of the signatory to sign the said on your behalf, or in the event of any information set out in the said document being incorrect as envisaged in the paragraph Disposal of Vehicle, then, at the election of Mercedes-Benz South Africa Ltd., Mercedes-Benz South Africa Ltd. shall be entitled either to cancel the terms and conditions contained in this document, or to hold the signatory personally liable, jointly and severally with the Owner for all your obligations arising from the terms and conditions of this document.

6.13. Waiver

Whilst Mercedes-Benz South Africa Ltd. and its business associates will make every effort to provide the services described herein with due diligence, no liability can be assumed for incidents of damage, theft, delays, personal or consequential loss arising from the performance, non-performance or inability to perform any of these services within reasonable proximity or time period of any breakdown or accident.

6.14. Notices

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

6.14.1. 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

6.14.2. Or on the seventh day after posting, if sent by prepaid registered post to the addressee at the appropriate address stipulated in the Owner/ Vehicle details Each party hereby chooses as its physical address for all purposes in terms hereof the under mentioned address alongside its name:

210 Aramist Place, Waterkloof Glen. Pretoria 0001.
Tel 012-677-1500

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.

7. Mercedes-Benz EQ Battery Certificate

The Mercedes-Benz EQ Battery Certificate will be handed to the customer upon delivery. Kindly ensure that battery certificate is in your possession or kept in the vehicle. Ensure the terms and condtions are adhered to.

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 Warranty Booklet as supplied in the Vehicle, signature of which by the Owner shall be deemed as an acceptance of the terms and conditions thereof.

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 an Agent appointed by Mercedes-Benz South Africa Ltd. as an authorized Mercedes-Benz Agent in the Territory.

8.6. **"Force majeure"** shall mean any act, omission or circumstance over which a party could not reasonably have exercised control.

8.7. **"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.

8.8. **"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.

8.9. **"Period of coverage"** shall mean the stipulated period of five years or up to 100 000km (whichever occurs first) which is activated at time of sale or 18 months from date of shipment (whichever comes first).

8.10. **"Service schedule"** shall mean specific prescribed tasks to be performed by a Agent in respect of the applicable service category as prescribed by the OEM.

8.11. **"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 Agent situated within the Territory. With regards to Towing, The Kingdom of Swaziland and The Kingdom of Lesotho will be included.

8.12. **"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, which qualifies in terms of the provisions of this document.

8.13. **"Independent Service Providers"** or "ISP" means all Agents and Motor-body Repairers, who are not appointed as an Approved Agent or Approved Motor-body Repairer by Mercedes-Benz South Africa Ltd. as defined herein.

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

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

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

8.17. 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.

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APPROVED

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