

eSprinter Complete

Mercedes-Benz

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Introduction

Dear Customer

Purchasing a Mercedes-Benz is associated amongst other things with sheer quality, reliability, safety and comfort. In purchasing your Mercedes-Benz vehicle this is exactly what you can expect.

In order to ensure that you enjoy maximum benefit on your vehicle you need to ensure that the vehicle is maintained in a proper way and according to recommended manufacturer specifications. Regular care and professional servicing are necessary.

This information booklet contains important information on the optional ServiceCare Complete plan you have chosen to purchase.

Each of these points are discussed comprehensively in this information booklet. It is important that you familiarise yourself with the contents to ensure that your vehicle is kept in optimum condition, maintained according to the manufacturer's specifications, so that the optional Complete Plan on your vehicle remain intact.

Mercedes-Benz South Africa Ltd. is committed to keeping you safe on the road through a network of ultra-modern dealerships, with all the repair and service facilities your vehicle will need throughout its lifespan. Our network of dealer representatives undertake to service, maintain and repair your vehicle in strict accordance with the manufacturer's guidelines and specifications, using only genuine Mercedes-Benz replacement parts.

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

You are required to acquaint yourself with the content of the Warranty and Maintenance Plan Terms and Conditions in this booklet as well as the Owner's manual. In addition to general information, it contains valuable directives on running-in, operating, variable model service needs and maintenance procedures. Do not hesitate to discuss any vehicle related concerns with your Mercedes-Benz dealer for further clarity.

As the new or subsequent owner of your vehicle, you will be expected to sign this booklet confirming that you understand and accept the Optional ServiceCare Complete Plan 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:
+800 3 777 7777 (Vans)/ 0800 1 333 55

1. Customer Support

Service and maintenance facilities are available and supported by a comprehensive dealer network comprising of numerous dedicated Mercedes-Benz dealers throughout the Republic of South Africa.

Mercedes-Benz South Africa Ltd. takes much pride and pleasure in providing you with the best customer support possible.

Note that in all matters relative to your motoring needs, your selling or servicing dealer is fully responsible and equipped to ensure total customer satisfaction.

Therefore, should you have any difficulty with parts or service, please arrange to discuss it with the Dealer. The dealer in turn has the full support and resources of Mercedes-Benz South Africa Ltd. at their disposal. In the unlikely event that the Dealer is unable to resolve your enquiry to your satisfaction, feel free to contact the Mercedes-Benz Customer Assistance Centre on 0800 1 333 55.

2. ServiceCare: eComplete

For that additional peace of mind, with a purchase of a new Mercedes-Benz Van (eSprinter) Mercedes-Benz offers you the option to purchase an all-inclusive Complete contract which covers all the maintenance and servicing requirements of the vehicle for the stipulated km reading and / or period of the contract.

This contract also includes Roadside assistance as detailed below come into force from date of sale, or first registration whichever comes first (please confirm with your Mercedes-Benz dealership or the CAC if you are uncertain about this date), and shall remain in force until the stipulated end date or until the maximum possible mileage for the total term as specified in the contract has been reached.

2.1. Scope of service
Subject to the exclusions referred to the following maintenance work shall be performed in respect of your vehicle:

- All maintenance and service work in respect of the vehicle stipulated by Mercedes-Benz South Africa Ltd. from time to time;
- The supply of brake fluid and other lubricants and consumables required by the vehicle from time to time;
- All preventative treatment, inspections or other work which Mercedes-Benz South Africa Ltd., or a dealer, determines to be necessary for the continued use of the vehicle;
- All repairs necessitated by normal wear and tear, (arising through normal usage or age) in accordance with the stipulated application;
- The replacement of such parts, as may be identified to be necessary during any service and /or maintenance tasks referred to herein;
- Where the operating conditions are of a severe nature, such additional costs, as may be necessary, are for your account.

2.2. Exclusions
All Components not listed under the Scope of Service:

- caused by accident, force majeure, force by the client, theft, fire, sabotage and impact of chemical substances;
- caused by war, riot, civil war, natural hazards (earthquake, depression, landslide, flood, snow load, avalanche, backwater, volcanic eruption, etc.), nuclear energy;
- caused by improper handling of the vehicle, e.g. excess of weight restrictions specified in the vehicle documents and axle load, payload etc.;

- caused by use of the vehicle under conditions which do not comply with the provisions of the contract;
- caused to glass (breakage of glass);
- caused by changes to the vehicle by the client or third parties;
- caused by use of the vehicle by unauthorised third parties;
- caused by the use of other than original Mercedes-Benz parts;
- caused by improper use, e.g. driving on with flat tyres, driving at high speed with tyres not designed for such speeds;
- due to minor collision damages and damages by force caused by the client;
- caused by non-observance of maintenance intervals;
- caused by negligence as to the inspection and maintenance work specified in the instruction manual which must be carried out by the client between maintenance intervals (e.g. tyre pressure check).

Furthermore, also excluded from the scope of work:

- Refilling/adding coolant, brake fluid, antifreeze, grease and windscreen cleaner, replacement of lamps between maintenance intervals. The costs of Service 24h cannot be reimbursed for defective lamps and further technical installations or modifications in the vehicle due to legal requirements;
- Tires and any tire repair system/kit (Tirefit);
- Replacement vehicle while the vehicle under contract is being repaired or maintenance work is being carried out;
- Vehicle towing services not specified;
- Removal of damage or increased expenses as a result of improper repairs or maintenance by workshops not authorised by Mercedes-Benz and as a result of subsequent changes to the vehicles by the client or third parties;
- Retrofitting and backfitting;
- all measures for taking the vehicle out of operation for a longer period of time and subsequently placing it into operation as well as damage incurred as a result of non-use;
- Replacement of missing accessories (such as, e.g., spare tire, fire extinguisher, first-aid kit, warning triangle, etc.);
- Removal of damages or the renewal of upholstery (seats, sleeping areas, car mats, cab interior trim), if such damages have resulted from natural wear and tear or damages by force;
- Wear and tear and/or discolouration in the passenger compartment and of the paint;
- Paintwork, warning flag and coating of the liftgate, insofar as this forms an integral part of the contract;
- Removal of damages to radio, CB and telephone equipment, navigation systems and the like as well as installation kits for these, if these were not within the scope of the original delivery;
- Any type of updates of all software integrated in the vehicle including GPS maps updates as well as system resets, provided that there is no technical defect;
- Torsion damage;
- Legal inspections fees, for vehicle and bodybuilders structures.
- Consequential damages as result of unauthorized vehicle modifications, eg
  - Bodyworks;
  - Rust damage;
  - Hinge and chassis breaks;
- Consequential damage as a result of leaking operating fluids, loss of earnings, damage to cargo;
- Vehicle cleaning;
- The loss of keys as well as resulting costs and consequential damage;

- Measures that are necessary in connection with statutory provisions (e.g. on-board units);
- Chassis alignment, except for in the case of repairs to steering/front axle which make an alignment necessary, not in the case of an accident or misuse;
- Fire extinguisher;
- Costs that can arise when emptying the battery. The costs are covered if they are due to a technical defect for which the client is not responsible;
- All adjustment/cleaning work that is not stipulated by the maintenance guidelines unless there is a technical defect;
- Electricity requirement for electric vehicles;
- Charging cable;
- High voltage battery certificate extension.

2.3. Restrictions on the scope of services in case of an emergency If damage occurs abroad outside the area of application, the scope of services shall not apply to the options, even if these are covered by or agreed in the service contract.

3. Roadside Assistance, Touring Guarantee and Sign & Drive

In a further commitment to your motoring enjoyment and peace of mind, as part of eComplete Maintenance contract, Mercedes-Benz South Africa Ltd. offers you a customer orientated Roadside Assistance, Touring Guarantee and Sign & Drive package. This service offers you fast, easily understood, personal and technical assistance throughout the Maintenance Plan period in the Republic of South Africa.

The benefits of the products are covered in more detail below, and cover is limited – where applicable – to a maximum of five persons, including the driver. In the unlikely event of you requiring this assistance you may contact the Mercedes-Benz Customer Assistance Centre at the number provided below.

If you are phoning from Botswana, Namibia, Lesotho or Swaziland, you can contact the Mercedes-Benz Customer Assistance Centre at:
+800 1 777 7777/+800 1 333 55* (Passenger Vehicles)
+800 3 777 7777* (Vans)

3.1. Roadside Assistance outside the South-African Border
In the event that a vehicle breaks down in a neighbouring country without a Mercedes-Benz dealership, it is your responsibility to ensure that the vehicle is transported to a Mercedes-Benz dealer within South-African borders, at your own cost. Any incidents relating to non-charging of the battery are specifically excluded and you will be liable for any costs relating thereto.

3.2. Breakdown assistance
In the event of your journey being interrupted due to a technical breakdown, the Mercedes-Benz Customer Assistance Centre will, on receipt of a request for assistance, contact the nearest Mercedes-Benz dealer. Your travel costs to and from the dealer and breakdown scene will be covered by Mercedes- Benz South Africa Ltd. Any claim submitted to Mercedes-Benz South Africa should be accompanied with proof of actual disbursements.
In the event the reason for the breakdown can be attributed to external influence, you will be liable for the travel costs and any repairs done to the vehicle, subject to any other applicable clause in this booklet.

*International dialing must be activated on your phone

3.3. Towing recovery
In the event the vehicle need 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.

3.4. Immediate mobility
Should you need to make a short taxi journey to arrange for assistance, the cost of travel to your preferred destination, within 100kms will be covered by MBSA. All claims submitted to MBSA must be accompanied by proof of actual costs incurred.

3.5. Touring Guarantee
Touring Guarantee covers you for accommodation, public transport, car hire or vehicle repatriation as a result of vehicle breakdown in excess of 100km 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.

3.6. 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 (Will vary depending on vehicle capacity) 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 will be covered. Any claims submitted to MBSA for reimbursement as envisaged, must be accompanied with formal proof of expenditure.

3.7. Public transport
You may make use of public transport (taxis excluded), such as 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 authorisation and each case will be considered on its merit. Any claims for costs set out above, is subject to proof being provided to Mercedes-Benz South Africa of actual costs incurred.

3.8. 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 accommodation option. In this instance the Mercedes-Benz Customer Assistance Centre will take responsibility for delivery of your vehicle to the Dealer closest to your destination or home address. Should you want to collect your vehicle personally, or authorise 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 authorised by yourself, from your / such person's destination or home address to the repairing dealer's workshop.

3.9. Sign & Drive
This is a support service designed to provide additional customer assistance for the emergencies as specified. In the event of a flat or damaged tyre, the Mercedes-Benz Customer Assistance Centre will dispatch support and cover the cost of the initial 100 km, where after you shall be responsible for any additional costs in excess of 100 km.

3.10. Changing of damaged or flat tyre
The assisting dealer 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 and does not cover any consequential damage to the rims or the vehicle as a result of external influence. Assistance will also be provided for vehicles only supplied with tyre repair kits.

3.11. Exclusions & Limitations
Kindly refer to exclusions and limitations listed in this booklet.

4. General Exclusions

4.1. The following general exclusions will apply in respect to all products offered:

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

4.1.2. Refilling/adding of coolant, brake fluid, antifreeze, grease and windscreen cleaner, replacement of lamps between maintenance intervals.

4.1.3. In the event of the vehicle having being towed or transported, the repair of any damage caused to the vehicle by the towing operator and / or the towing operator's agents, employees or subcontractors whilst in transit, including any consequential damage as a result thereof.

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

4.1.5. The repair of any damage of whatever nature, including but not limited to accidental or intentional damage as well as all costs in respect of parts, material, incidentals and labour necessary to repair and / or replace any friction or wear and tear parts, as a result of or arising from:

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

4.1.5.2. The use in the vehicle of any additives, which are polluted or impure or which are not approved by Mercedes-Benz South Africa Ltd.;

4.1.5.3. 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, the use of the vehicle in motor sport, driving beyond the intended design limits of the vehicle, or in and / or over extreme environmental conditions and / or surfaces;

4.1.5.4. Any external influence causing damage to the vehicle;

4.1.5.5. Work performed on the vehicle by a workshop or persons other than a dealer and/ or approved paint and panel shop;

4.1.5.6. Events of force of nature;

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

4.2. In addition, the following general exclusions, will apply in respect to all products offered:

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

4.2.2. Any work necessitated as a result of staining, discolouring, paint damage, rust and corrosion arising from whatsoever cause during any of the Service/Maintenance Plan periods after expiry of the warranty period. Corrosion warranty is limited to body panel perforation (edge corrosion excluded) and fasteners including screws, bolts, nuts, clamps etc. are excluded.

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

4.2.4. 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. Kindly contact your Mercedes-Benz dealer who can advise on these measures in the event that your vehicle needs to be put in storage.

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

4.2.6. Any work necessitated by or arising from your failure to comply with the conditions as contained herein or with the recommendations contained in the vehicle's owner's manual.

4.2.7. The required daily or other regular inspections prescribed in respect of the maintenance of the vehicle, such as the inspection of coolant levels, tyre pressures, as specified or recommended in the owner's manual pertaining to your vehicle.

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

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

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

4.3. The vehicle warranty and service/maintenance plan, or part thereof, consequential damage, may be deemed to be terminated if the customer fails to make the vehicle available to a Mercedes-Benz dealer, in response to a recall of the vehicle by Mercedes-Benz South Africa Limited with regards to 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.

5. Obligations of the customer

In order to ensure your vehicle operates at optimal condition, the client is obliged to adhere to the following guidelines recommended by Mercedes-Benz:

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

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

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

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

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

5.6. 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 a dealer so that the necessary repair work may be carried out to the odometer.

5.7. In the event of the odometer being inoperative or defective, agree that Mercedes-Benz South Africa Ltd. 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.

5.8. Permit Mercedes-Benz South Africa Ltd. or dealer at all reasonable times to inspect the vehicle's odometer reading and its operation

5.9. That, should it be found that the odometer had been disconnected, tampered with or altered in any way whatsoever, or had not been repaired immediately or as soon as reasonably possible due to malfunction, Mercedes-Benz South Africa Ltd. shall be entitled to exercise its rights in terms of this booklet.

5.10. The client undertakes to notify Mercedes-Benz without delay about any technical defects, damage by force or accident damage. Mercedes-Benz need not be informed about any minor damage which does not hamper the operation of the vehicle and which would not lead to any consequential damage.

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

5.12. For the continued enjoyment of the benefits referred to as contained in this document, you shall be obliged:

5.12.1. 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 dealer or Mercedes-Benz approved paint and panel shop (as the case may be); and prior to having any such damage to the vehicle repaired

5.12.2. 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 dealer or approved paint and panel shop (as the case may be) in respect of the repair of such damage Mercedes-Benz South Africa Ltd. shall be entitled to inspect the vehicle before or after any repairs are carried out on the vehicle.

5.12.3. Failure by you to meet any of your obligations in terms of this document, shall entitle Mercedes- Benz South Africa Ltd. to exercise any of its rights in terms of this document or law

5.13. The costs of any repair work to the vehicle attended to by a dealer or an approved paint and panel shop consequent upon repairs or services previously rendered by a workshop (other than a dealer and / or approved paint and panel shop), shall be paid for by you.

5.14. Until such time as all damage to the vehicle had been repaired by a dealer or approved paint and panel shop confirming that the vehicle had been repaired to a standard acceptable to Mercedes-Benz South Africa Ltd., the optional ServiceCare eComplete Plans (as the case may be), arising from this document may be suspended.

5.15. Disposal of vehicle:

5.15.1. 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

5.15.2. In order to continue to enjoy any benefits referred to in this booklet, your successor-in-title shall provide Mercedes-Benz South Africa Ltd. and / or the dealer, 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 their signature. By their signature the successor-in title shall acknowledge that they are acquainted with the full force and meaning of the contents of this document and that they bind themselves thereto and that they undertake that their predecessor's previous non-compliance with the terms and conditions of this document shall not affect Mercedes-Benz South Africa Ltd.'s rights hereunder.

5.15.3. In the event of the vehicle being stolen, hijacked, destroyed, damaged beyond repair, or written-off by its insurer before the expiration 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. 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 or distance of coverage applies by deducting the actual claims paid including of administrative costs, from the price paid for the optional ServiceCare eComplete.

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

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

5.18. 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.

5.19. Should the client fail to comply with the obligations and provisions listed in this booklet, Mercedes-Benz shall not be under any obligation regarding damage occurring as a result.

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. against any amount, which you are obliged to pay to Mercedes-Benz South Africa Ltd. 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 as provided in this document in the event of:

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

6.2.2. Any exclusion as per this booklet

6.2.3. Any alteration or modification made to the vehicle without the prior written consent of 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 the dealer with the information required in terms of 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 disposal or loss of the vehicle as provided for in this booklet

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

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

6.2.8. 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.

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. Any refunds payable will be subject to the provisions of paragraph 5.

6.4. Should validity of any provision of this document be held invalid, unenforceable or illegal for any reason, the remainder of the terms and conditions as contained herein shall remain in full force apart from such provision, which shall be deemed deleted.

6.5. 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, Mercedes-Benz South Africa Ltd. will be liable for all consequential damages caused, whether directly or indirectly, to any other part and/or component of the vehicle and which is attributable to any defective part and/or component of the vehicle, covered in terms of this document. 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 signature hereof, and shall terminate 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 servicing and maintenance of the vehicle.

6.9. Arbitration
Any dispute 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 familiarise 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 thereof, or preclude the grantor from enforcing at any time without notice, the strict and punctual compliance by the other party with each and every obligation of that party in terms of this document.

6.12. Authority to sign
By signing the signatory thereto warrants and represents that he is authorised to sign this document and that all information is correct. In the event of the owner challenging the authority of the signatory to sign the said on your behalf, or in the event of any information set out in the said document being incorrect as envisaged in this booklet, 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. Notices
All notices required to be given in terms thereof shall be in writing, which shall include communication by means of electronic communication. A notice given by one party to the other shall be presumed to have been received by the addressee:

6.13.1. On the same day, if delivered by hand or transmitted by electronic mail to the addressee at the appropriate address stipulated in the owner/vehicle details (in this booklet).

6.13.2. Or on the seventh day after posting, if sent by prepaid registered post to the addressee at the appropriate address stipulated in the owner/vehicle details (in this booklet). Each party hereby chooses as its physical address for all purposes in terms hereof the under mentioned address alongside its name: Mercedes-Benz South Africa Ltd. at 210 Aramist Avenue, Waterkloof Glen, Pretoria

6.13.3. Your physical address stipulated in the owner / vehicle details. Each party shall be entitled to change its physical address by giving written notice to that effect to the other party, provided that such new address is not a post restante or private bag address, and is located within the territory.

7. Glossary

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

7.1. **"Application"** shall mean the permitted use and / or purpose for which the vehicle has been designed and manufactured, having regard to manufacturer specifications and / or to which the vehicle may be put during the period of coverage and the extended period of coverage

7.2. **"Approved paint and panel shop"** shall mean a paint and panel shop approved and / or recommended by Mercedes-Benz South Africa Ltd. in its sole and absolute discretion from time to time

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

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

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

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

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

7.8. **“Owner / you / your”** shall mean yourself or such party identified by yourself as being the owner of the vehicle in the booklet, and (where the context so requires) your / his / her successor(s)-in-title

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

7.10. **“Service schedule”** shall mean specific prescribed tasks to be performed by a dealer in respect of the applicable service category selected by you, which service schedule shall be updated by Mercedes-Benz South Africa Ltd. from time to time

7.11. **“Territory”** shall mean the Republic of South Africa. In the event of a vehicle being purchased within the territory and subsequently being exported to any country outside the territory, services and products as contemplated in this document shall only be available to you in the event of you agreeing to make the vehicle available for services and repairs to a dealer situated within the territory. With regards to Roadside Assistance (only applicable to “eComplete” contracts),

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

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

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

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

7.16. The paragraph headings have been inserted for convenience only, and shall not be taken into account in interpreting the terms and conditions contained in this document.

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