

ServiceCare Terms & Conditions

Sprinter & Vito

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 Service or Full Maintenance 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 Service/Maintenance 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 Contract and Maintenace 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, Botswana, Namibia, Eswatini and Lesotho. 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: BestBasic

With a purchase of a new Mercedes-Benz Van (Vito or Sprinter), Mercedes-Benz South Africa will offer you the option to purchase the BestBasic service plan. The BestBasic contract 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

Within the scope of the BestBasic Agreement, Mercedes-Benz undertakes to perform on the vehicle all work specified in accordance with the manufacturer's latest service instructions, with the exception of the listed exclusions detailed below.

2.2. Exclusions

Any warranty repairs or any mechanical and electrical repairs.
All Components not listed under the Scope of Service.

Excluded from the work are:

- Repair work of any kind;
- Repair work or exchange of timing belt;
- Diesel particular filter;
- Follow-up work resulting from the maintenance, if this is not defined under the manufacturer's guidelines as part of the maintenance;
- Refilling/adding of engine oil, coolant, brake fluid, antifreeze, grease and windscreen cleaner between service intervals;
- Fuels and AdBlue;
- Any claim to reimbursement of costs for the countrywide-wide emergency service (Service 24h) by Mercedes-Benz;
- Increased expenses as a result of repairs or maintenance, which has not been carried out in accordance with the manufacturer's instructions and as a result of subsequent changes to the vehicles by the client or third parties;
- Any type of updates of all software integrated in the vehicle as well as system resets;
- Retrofitting and backfitting;
- Vehicle cleaning;
- Measures that are necessary in connection with new statutory provisions;
- Fire extinguisher;
- Chassis alignment;
- Charging of the battery;
- Replacement of tyre repair kits;

- All adjustment and cleaning work not included in the maintenance specifications under the manufacturer's guidelines;
- All measures for taking the vehicle out of operation for a longer period of time and subsequently placing it into operation.

2.3. Contract ownership transfer

The contract governing the ServiceCare Product "BestBasic" may be transferred to a new vehicle owner. In case of such a transfer, the previous owner shall inform Mercedes-Benz immediately in order to sign over the contract to the new owner. Coverage, duration and prices will remain as originally agreed upon with the transferring owner.

3. ServiceCare: Complete

For that additional peace of mind, with a purchase of a new Mercedes-Benz Van (Vito or Sprinter) 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.

3.1. 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 engine oil, transmission oil, brake fluid and other lubricants and consumables required by the vehicle from time to time, with the exception of AdBlue/fuels
- 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.
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3.2. Exclusions

Any warranty repairs or any mechanical and electrical repairs.
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 the use of an incorrect fuel
- 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;
- to glass (breakage of glass);
- caused by changes to the vehicle by the client or third parties; eg: engine transformation to LPG/GLP.
- 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. oil check, tyre pressure check).

Furthermore, also excluded from the scope of work:

- Refilling/adding of engine oil, 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 oil refill.
- Fuels and AdBlue;
- 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 repair or maintain
- 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.);
- Maintenance and repair of auxiliary and supplementary direct-injection heating systems, if these were not within the scope of the original delivery;
- 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: Engine LPG/GLP gas transformation.
- Bodyworks
- Rust damage;
- Hinge and chassis breaks;
- Consequential damage as a result of leaking operating fluids, loss of earnings, damage to cargo;
- Costs that arise due to contaminated or paraffin (diesel) fuel or through

use of fuels not approved by the manufacturer;

- Costs for emptying/cleaning fuel tanks;
- 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.

3.3. 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.

3.4. Roadside Assistance, Touring Guarantee and Sign & Drive

In a further commitment to your motoring enjoyment and peace of mind, as part of the ServiceCare Complete 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 Republic of Botswana, The Republic of Namibia, Eswatini and Lesotho. Road accidents are specifically excluded from these products.

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)

* International dialing must be activated on your phone.

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.

3.4.1. 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.

3.4.2. 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.

3.4.3. Immediate mobility

Should you need to make a short taxi journey to arrange for assistance, the cost of the taxi fare to your home, to an airport, station, hotel, car hire company, or to a Mercedes-Benz dealer's workshop, will be reimbursed by the dealer upon receipt of proof of actual costs incurred.

3.4.4. 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.

3.4.5. 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.

3.4.6. 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.

3.4.7. Mobility

The Mercedes-Benz Customer Assistance Centre will arrange mobility as far as is reasonably possible and dependent on availability, as a result of vehicle breakdown in excess of 100km from the vehicle's licensing authority and should it not be possible to complete the repair within the same day of the vehicle breakdown. This will however, exclude but not limited to, any deposit, any personal insurance, fuel or road toll costs and is subject to the terms and conditions of the car hire company where applicable.

3.4.8. 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.

3.4.9. Sign & Drive

This is a support service designed to provide additional customer assistance for the emergencies as specified. In the event of a flat battery jump-start and 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.

3.4.10. Flat battery

This benefit provides you with assistance to jump-start your vehicle in the event of a flat battery, 2 jump starts per year will be allowed and covered for all Vans (Vito / Sprinter).

3.4.11. 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.

3.5. Exclusions & Limitations

Kindle 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 engine oil, coolant, brake fluid, antifreeze, grease and windscreen cleaner, replacement of lamps between maintenance intervals.

4.1.3. Fuels and AdBlue

4.1.4. 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

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

4.1.6. 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:

4.1.6.1. The vehicle being involved in any accident or incident

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

4.1.6.3. 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

4.1.6.4. Any external influence causing damage to the vehicle

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

4.1.6.6. Events of force of nature

4.1.6.7. 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, lubricant levels, anti-freeze additives, 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

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 client

Your Mercedes-Benz vehicle has been equipped with an ASSYST Active Service System ("the system"). This measures the different loads and operating conditions, which your vehicle may be subjected to. The system gauges the engine oil level and condition by evaluating feedback provided from sensors that continuously monitor the oil level, temperatures of oil, coolant and ambient, engine load and speed, as well as road speed. From these inputs appropriate service intervals for the engine are computed. This system therefore ensures that service work is performed only when your Mercedes-Benz actually needs it. Approximately a month before the next service is due; a countdown starts to indicate when the next service deadline is due, as well as the service type necessary. The (Service A or Service B) will be indicated in kilometre (distance based) or days (time based) in the total odometer distance recorder or on the multi-function display, dependent on the vehicle model. The service must be carried out within 1500km/15days by way of either the prescribed

distance or time deadline shown or displayed by the ASSYST service indicator. Further information about the ASSYST service indicator can be found under the Controls section of the Owner's manual.

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 engine oil, coolant, brake fluid, antifreeze, grease, windscreen cleaner, fuel, Adblue 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. Fuelling of vehicle only should be done with the fuel specified in the owner's manual of each vehicle. Consequential damages caused by wrong fuelling 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, 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

5.12.2. 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 Plans (as the case may be), arising from this document may be suspended.- remove for warranty

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 MaintenancePlan.

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 7

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 SouthAfrica 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 Wierda Road (R576/M10 West),

Zwartkop, Centurion

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, 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 dealer situated within the territory. With regards to Roadside Assistance (only applicable to "Complete" contracts), The Kingdom of Swaziland and The Kingdom of Lesotho will be regarded as being included. TBC

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.

8. Owner / Vehicle Details

Mercedes-Benz South Africa							
Service Care First Owner							
OWNER DETAILS							
Date:							
Title:		Initials:		First Name:		Last Name:	
Company/Organisation: (if applicable):							
ID Type:	☐ ID ☐ PASSPORT ☐ COMPANY ☐ ORGANISATION			ID No./Passport/Company/Organisation Reg No.			
Tel Number:		Home:		Work:		Cell:	
Customer Vat Reg Number:							
Postal Address:							
		Suburb:			Postal Code:		
		Province:			Country:		
Physical Address:							
		Suburb:			Postal Code:		
		Province:			Country:		
DEALER DETAILS							
Dealer Details:					Branch:		
Sales Person					Tel:		

VEHICLE DETAILS			
Vehicle Description:		V.I.N:	
Engine Number:		VMS Number:	
First Registration/Year Model:		Date Purchased:	
Registration Number:		Current KM:	

PRODUCT DESCRIPTION			
Product Description:		Permission to Market? (Please select)	
PremiumDrive		☐ Yes	☐ No

TERMS & CONDITIONS

1. I, by signature hereof, agree to the terms and conditions as contained in the Warranty and ServiceCare Booklet, and if applicable, the optional ServiceCare Plan selected by myself.
2. I further acknowledge and agree that the Warranty, PremiumDrive and the optional ServiceCarePlan are transferable to the subsequent owner of the Vehicle and that I will under no circumstance be entitled to any pro rata refund, except under circumstances in terms of this Warranty & PremiumDrive Booklet. Such refunds can only be requested by the transacting dealer who sold the optional Maintenance Plan initially.
3. I confirm that all the information supplied, whether by my own handwriting or not, is true and correct.
4. The quote is only valid for 7 days from the date of issue and subject to the existence of a valid contract of sale. Upon acceptance of the quotation by the customer all the information shall be validated as per this booklet.
5. Confirmation of the quote and validation of data provided by the customer will then be performed, if any of the information provided is contrary to the terms of the optional ServiceCare Plan selected the quote will be deemed to be invalid and no obligation will rest upon MBSA or the dealer who acts on behalf of Mercedes-Benz South Africa Limited to convert the quote into a maintenance certificate.
6. And upon acceptance of the risk by MBSA, an invoice will be issued to the customer to effect payment as per quotation.
7. Payments are to be made directly to the transacting dealer who acts on behalf of Mercedes-Benz South Africa. MBSA reserves the right not to accept any liability if full payments are not effected by the customer, payments will only be accepted from the customer upon receipt of the invoice.
8. Customers are informed that no payments should be effected to the dealerships in any form prior to receiving a proper invoice, and in instances where payment was effected without a proper invoice MBSA reserves the right not to honour the transaction.
9. ServiceCarecontract will only be valid once the quotation has been converted into a maintenance certificate.
10. Mercedes-Benz South Africa Limited shall be entitled to cede the rights and obligations to a 3rd party.
11. Mercedes-Benz South Africa Limited reserves the right, at its discretion, to set off its financial obligation in terms of this contract against an appropriate financial asset.

SIGNATURES

Owner:	Full Name of Owner	Date	Signature
Representative:	Full Name of Owner	Date	Signature

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