


# Mercedes-Benz Vans Warranty V-Class

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 according to recommended manufacturer specifications. Regular care and professional servicing are necessary.

This information booklet contains important information on the inclusive 5 year/100 000 km Manufacturer's Warranty.

It is important that you familiarise yourself with the contents to ensure that your vehicle is kept in optimum condition and maintained according to the recommended manufacturer's specifications, so that the Warranty cover on your Vehicle remains 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 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.

In addition, Mercedes-Benz South Africa Ltd. wants to ensure that in addition to the Warranty of the vehicle, it is maintained with the same 100% amount of technical detail, accuracy and quality applied. The optional PremiumDrive/ Value Added Product Contracts (upon purchase of such optional contracts) offer you exactly this. As the only manufacturer approved service and maintenance plans, they will provide you with the thousands of carefree driving kilometres.

As the new or subsequent owner of your vehicle, you will be expected to sign this booklet confirming that you understand and accept the Warranty 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. Warranty

All Mercedes-Benz V-Class are warranted against manufacturing defects and faulty workmanship for five years or 100 000km 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), 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, insofar as the cost have been accepted by Mercedes-Benz South Africa Ltd. as a whole.

Mercedes-Benz genuine parts fitted by a Mercedes-Benz approved dealer for in-warranty repairs, are warranted only for the unexpired term of the vehicle's warranty (i.e the balance of the five year vehicle warranty). Parts subjected to any external damage & friction and parts subjected to wear and tear, are not warranty claimable.

2.1. Warranty Principles

The warranty and any liability of Mercedes-Benz South Africa Ltd. is, subject to an assessment to prove consequential damage, guided by the following principles:

2.1.1. Vehicles are to be serviced strictly according to the maintenance schedule as per manufacturer's guidelines owner's manual unless the vehicle is fitted with an on-board computer equipped for maintenance and car-care service indicators (ASSYST and ASSYST PLUS). Where vehicles are equipped with service indicators, the indicators shall take precedence over the recommended maintenance schedule.

2.1.2. As the operator of the vehicle, it is strongly advised for you to adhere to the service intervals as referred to in the owner's manual. Non-adherence to the service requirements as prescribed (which are model specific), may jeopardise the warranty, 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 with service interval under or over-runs will be entertained on a merit basis, subject to an assessment to determine consequential damage.

Each Mercedes-Benz vehicle needs to be serviced in accordance with the warranty terms and conditions, by time/distance limits. We recommend that the prescribed vehicle maintenance needs to be carried out within 1 500km /15 days either way of the prescribed time or distance, whichever event occurs first as directed by the service intervals or the ASSYST and ASSYST PLUS indicators respectively.

**Important note:** If your vehicle stands, or is unused for an extended period of time, the prescribed time period service and oil changes still remain applicable. (Including vehicles equipped with service indicators). Where batteries are disconnected or discharged, the service indicator will no longer operate correctly, therefore needs to be serviced at least once every 12 months.

Where an electronic service indicator is fitted to the vehicle, the indicator needs to be reset at the time of service, in order to indicate the next due service. As proof that either a Mercedes-Benz dealer or an Independent Service Provider, conducted the prescribed service requirements , the certificates contained in this booklet, must be duly completed, endorsed and stamped by the dealer or ISP.

# 3. Towing

In a further commitment to your motoring enjoyment and peace of mind, Mercedes- Benz South Africa Ltd. offers you a complimentary towing service.

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. Mercedes-Benz will assist by towing the broken down vehicle to the closest dealer from where the necessary diagnosis and repairs can take place.

In the event the vehicle needs to be towed or is towed and the reason for the breakdown can be attributed to external influence, you will be liable for the cost of towing and any repairs done to the vehicle, subject to any other applicable clause in this booklet.

In the unlikely event of you requiring this assistance you may contact the Mercedes-Benz Customer Assistance Centre at the number provided at 0800 1 333 55.

If you are phoning from Botswana, Namibia, Lesotho or Swaziland, you can contact the Mercedes-Benz Customer Assistance Centre at:

+800 3 777 7777* (Vans)

* International dialing must be activated on your phone

In the event that a vehicle breaks down in a neighbouring country without a Mercedes-Benz passenger car approved workshop, it is your responsibility to ensure that the vehicle is transported to a Mercedes-Benz dealer within South-African borders, at your own cost.

# 4. General Exclusions

4.1. The following general exclusions will apply to the vehicle warranty:

4.1.1. All service and maintenance work including parts and labour

4.1.2. Refilling/adding of engine oil, coolant, brake fluid, antifreeze, grease and windscreen cleaner, replacement of lamps, fuels and Adblue.

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

4.1.4. 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:

4.1.7. The vehicle being involved in any accident or incident

4.1.8. The use in the vehicle of any fuels, oils, lubricants and additives, which are polluted or impure

4.1.9. 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

4.1.10. Any external influence causing damage to the vehicle

4.1.10.1. Rust warranty
It is important to bear in mind that this warranty claim comes into effect when rust damage to the body and/or underbody of the vehicle is evident from the inside out. Only when a service is performed by an authorised service partner, is the warranty renewed until the following scheduled service.

4.1.11. All work performed on the vehicle by a workshop or persons other than a dealer and/ or approved paint and panel shop.

4.1.12. Events of force of nature

4.1.13. 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, subject to an assessment, will apply to the vehicle warranty:

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. Any work necessitated as a result of staining, discolouring, paint damage, rust and corrosion - please confirm if this applicable including any consequential damage as a result thereof.

4.2.2. 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 and/or recommended service schedule 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 paragraph 3)
- 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

4.2.10. The vehicle warranty, or part thereof, subject to an assessment to determine 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. Client Obligations

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 peformed 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 prevent voiding your vehicle's warranty and to ensure that your vehicle operates at optimal condition, adherence to the following guidelines is 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. Agree that, in the event of a warranty claim, Mercedes-Benz South Africa Ltd. may, in its sole and absolute discretion, procure and fit to the vehicle any Mercedes-Benz approved replacement parts that Mercedes-Benz South Africa Ltd.deems necessary for the continued and safe use of the vehicle in a manner contemplated by Mercedes-Benz South Africa Ltd.

5.7. For as long as vehicle is still under warranty, 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.

5.8. In the event of the odometer being inoperative or defective, whilst still under vehicle warranty, 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.

5.9. 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 as set out above

5.10. The client undertakes to notify Mercedes-Benz without delay about any technical defects, damage by force or accident damage on the vehicle.

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 to notify Mercedes-Benz South Africa Ltd. in writing, within 30 (thirty) days after the vehicle was damaged (irrespective of the cause thereof) of the nature and extent of such damage:

5.13. Disposal of vehicle

5.13.1. 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

5.13.2. 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.

5.13.3. In relevance of the vehicle being stolen, hijacked, destroyed, damaged beyond repair, or written-off by its insurer before the expiration of the warranty term, you will immediately notify Mercedes-Benz South Africa Ltd. in writing theof,and this document shall be deemed to have been cancelled upon the date of such occurrence.

# 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 an assessment and 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 inform Mercedes-Benz South Africa Ltd. of the disposal or loss of the vehicle as provided for in this booklet

6.2.5. You failing to use the vehicle solely in accordance with the application,

or committing a material breach of any other term of this document.

6.2.6. 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.

6.2.7. 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. 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, and subject to an assessment to determine consequential damage, 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. 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.

6.8. 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. The arbitration shall be held in Pretoria in an informal manner, on such basis as the arbitrator may determine appointed by the Chairperson of the Legal Practice Council, with a view to deciding the matter as expeditiously as possible.

6.9. 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.

6.10. 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.

6.11. 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.

6.12. 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:

6.12.1. 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).

6.12.2. 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

6.12.3. 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 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.

**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 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **PremiumDrive 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? (Pleaseselect) | |
| PremiumDrive | | ☐ Yes | ☐ No |

## TERMS & CONDITIONS

1. I, by signature hereof, agree to the terms and conditions as contained in the Warranty Booklet,
2. I further acknowledge and agree that the Warranty is transferable to the subsequent owner of the Vehicle and that I will under no circumstance be entitled to any pro rata refund
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 paragraph 6.
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 PremiumDrive 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. PremiumDrive contract 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 |

| SERVICE RECORD (please use same formatting as above form if possible – would need 5 of these sheets) | | | |
|---|---|---|---|
| Vehicle Identification Number: | | Service A/minor service | |
| Date | | Service B/ major service | ☐ |
| Mileage (KM) | | | |
| Repair Order Number | | | |
| Workshop code/name | | | |
| Remaining time (in days) | | | |
| Remaining distance (KM) | | | |

| | | | |
|---|---|---|---|
| Oil Change Carried Out:<br>Oil Brand /Viscosity | | Coolant | ☐ |
| Engine | | Front axle brake pads/linings | ☐ |
| Automatic transmission | | Rear axle brake pads/linings | ☐ |
| Differential | | Fuel filter | ☐ |
| Service carried out in accordance with Mercedes-Benz specifications: (Yes /No) | | Dust filter | ☐ |
| | | Combination Filter | ☐ |
| Renewed/replaced Brake fluid | | Air filter element | ☐ |
| | | Spark Plugs | ☐ |
| | | Poly-V-belt | ☐ |

| Note | Signature/Stamp of Service Center: |
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