



Mercedes-Benz ServiceCare.



BestBasic 'Pay as-you-go'.

Terms and Conditions.

Valid as at May 2020.

Mercedes-Benz



Mercedes-Benz Vans ServiceCare BestBasic 'Pay as-you-go'

Terms and Conditions (May 2020)

These Terms and Conditions govern the Mercedes-Benz Vans ServiceCare BestBasic 'Pay as-you-go' Program provided by Mercedes-Benz Vans Australia Pacific Pty Ltd ACN: 004 411 410 of 44 Lexia Place, Mulgrave ('MBAuP') to customers who own eligible vehicles and are program participants.

Whilst this agreement is between the Customer and MBAuP, the goods and services shall be supplied to the Customer by Participating Authorised Mercedes-Benz Vans Retailers and MBAuP shall not be liable to the Customer (except to the extent that liability cannot, by law, be excluded) in respect of any loss or damage to the Customer howsoever caused arising from the utilisation or operation of the Mercedes-Benz Vans ServiceCare BestBasic 'Pay as-you-go'.

These are general terms and conditions which shall apply in addition to any other specific terms and conditions which are imposed by the Participating Authorised Mercedes-Benz Vans Retailer who provides the relevant goods and services. In the event of any inconsistency, these terms and condition shall prevail.

The Customer is taken to have accepted and is immediately bound by these terms and conditions if the Customer provides MBAuP or a Participating Authorised Mercedes-Benz Vans Retailer with any instructions for the supply of goods and/or services under the ServiceCare BestBasic 'Pay as-you-go' Program which shall constitute acceptance of the terms and conditions contained herein.

MBAuP reserves the right to amend these Terms and Conditions from time to time. For current Terms and Conditions and details of Participating Authorised Mercedes-Benz Vans Retailers, please visit www.mercedes-benz.com.au/vans

1. Definitions

1.1 In these Terms and Conditions:

- a) **DSB (Digital Service Booklet)** means the booklet issued by MBAuP outlining the standard scheduled servicing requirements of Mercedes-Benz vehicles.
- b) **Eligibility Period** means the period which commences from the date of first registration of the Eligible Vehicle until the expiration of the manufacturer's warranty.
- c) **Eligible Services** means a maximum of the first five (5) Standard Scheduled Services which become due to be performed during the Eligible Period as set out in Item 4.1(a) of these Terms and Conditions.
- d) **Eligible Vehicles** means the Van models to which the Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' Program applies as notified at www.mercedes-benz.com.au and updated from time to time by MBAuP, but excludes the following:
 - 'Grey import' vehicles (vehicles not imported and distributed by MBAuP for resale); and
 - Privately imported vehicles;
- e) **Participating Authorised Mercedes-Benz Retailer** means any Authorised Mercedes-Benz Retailer who has elected to participate in the Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' Program and perform Standard Scheduled Servicing at or below the Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' Manufacturer's Recommended List Price (MRLP).
- f) **Standard Scheduled Service** means the fundamental technically essential maintenance work carried out at particular intervals as outlined in the Mercedes-Benz Service Booklet or DSB provided with the Eligible Vehicle.
- g) **Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go'** means the program offered by Mercedes-Benz Vans which is the subject of these Terms and Conditions and which can also be viewed at www.mercedes-benz.com.au

2. Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' Servicing

Subject to these Terms and Conditions, owners of Eligible Vehicles are entitled to obtain Standard Scheduled Servicing of their Eligible Vehicle during the Eligible Period from Participating Authorised Mercedes-Benz Retailers for a price that is equal to or less than the applicable current advertised Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' Price.

3. Inclusions and Exclusions

3.1 All Standard Scheduled Servicing under the Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' **includes** the following:

- ✓ Applicable Safety Checks, Service and Maintenance Work in accordance with the Mercedes-Benz Service Booklet or DSB for the Eligible Vehicle.
- ✓ All work as stipulated in the relevant Mercedes-Benz Service Booklet or DSB for the Eligible Vehicle.

Additional operations carried out at MBAuP predetermined intervals:

- ✓ Replace brake fluid
- ✓ Replace engine oil
- ✓ Replace oil filter
- ✓ Replace air filter
- ✓ Replace fuel filter
- ✓ Replace coolant
- ✓ Automatic transmission: oil and filter change
- ✓ Replace dust / cabin filter.

3.2 All Standard Scheduled Servicing under Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' Servicing **excludes** the following:

- ✗ Damage repairs resulting from: misuse, improper operation, accidents
- ✗ Modifications to the vehicle not approved by MBAuP
- ✗ Updates to the series model including map upgrades
- ✗ Failures traced to permissible gross vehicle mass or permissible axle mass having been exceeded
- ✗ Glass
- ✗ Drive belts
- ✗ All petrol, toll charges, parking or speeding infringements and insurance
- ✗ Climatic conditions such as hail or flood
- ✗ Damage due to plant or animal substances
- ✗ Industrial pollution damage
- ✗ Damage due to cleaning materials and cleaning methods not recommended by MBAuP
- ✗ Damage due to the use of products and additives not recommended by MBAuP
- ✗ Damage or injuries to person or property
- ✗ Transportation and travel expenses
- ✗ Hotel expenses
- ✗ Loss of income
- ✗ Vehicle down time
- ✗ Tyres
- ✗ Engine tuning etc. (if required between services)
- ✗ Brake and wiper blade replacements
- ✗ Additional repairs due to the customer failing to present the vehicle at the appropriate service interval.

4. Customer Obligations

4.1 The Customer agrees:

- a) to deliver the Eligible Vehicle to a Participating Authorised Mercedes-Benz Retailer at each relevant service interval in accordance with the table below, and as indicated by the Eligible Vehicle's on-board service light which informs the driver of the Eligible Vehicle that the next service is due, which is further outlined within the Eligible Vehicle's Mercedes-Benz Service Booklet or DSB;

Service Intervals

- All Vito engine variants 25,000 km /1 year*
- All NCV3 Sprinter engine variants 30,000 km/1 year*
- All VS30 Sprinter engine variants 40,000 km/2 year**
- All 4 cylinder X-Class engine variants 20,000 km/1 year*
- All 6 cylinder X-Class engine variants 20,000 km/1 year**

* from the date of first registration, whichever occurs first.

** from the date of first registration, reducing from a maximum mileage or maximum number of years, whichever comes first.

- b) to make the Eligible Vehicle available at a Participating Authorised Mercedes-Benz Retailer by prior appointment in a reasonably clean condition; and
- c) that all instructions for use of the Eligible Vehicle contained in the Mercedes-Benz Service Booklet and DSB shall be carried out accurately and fully.

- 4.2 Should any additional work be required, above and beyond the inclusions provided under a Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' Standard Scheduled Service, the Participating Authorised Mercedes-Benz Retailer is required to contact the Customer with the details of this and obtain the Customer's authorisation before any additional work is carried out on the Eligible Vehicle.

5. Changes to the Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' Program

- 5.1 Subject to these Terms and Conditions, MBAuP may amend, at it's entire discretion, the maximum Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' charge payable for each Standard Scheduled Service at any time.
- 5.2 The MRLP of each Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' is published on www.mercedes-benz.com.au and will be available for any Standard Scheduled Service of an Eligible Vehicle that falls due within the Eligibility Period up to a maximum of five (5) Standard Scheduled Services at a Participating Authorised Mercedes-Benz Retailer. The Retailer will charge no more than the published MRLP applicable to the Standard Scheduled Service at the time that the Standard Scheduled Service is conducted.
- 5.3 MBAuP reserves the right to make changes to these terms and conditions including alterations to the inclusions and exclusions of the standard Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' service upon notice. Any such changes shall be be communicated to customer's and published online.

6. Transfer

- 6.1 The Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' is not transferrable from one Eligible Vehicle to another.
- 6.2 If the original owner of the relevant Eligible Vehicle transfers ownership of the Eligible Vehicle prior to the expiration of the Eligibility Period, Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' will continue to apply to the Eligible Vehicle for the benefit of the new owner for the remainder of the Eligibility Period in accordance with these Terms and Conditions.

7. No Refunds

No refund or deduction is payable to a customer in respect to an Eligible Vehicle which has not been presented to a Participating Authorised Mercedes-Benz Retailer for a Mercedes-Benz ServiceCare BestBasic 'Pay as-you-go' service during the manufacturer's warranty period.


8. General

If a provision in this agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

If it is not possible to read down a provision as required in this clause that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this agreement, and the rest of this agreement remains in full force and effect.

Information contained in these materials is correct as at May 2020 and is subject to change without notice.

Mercedes-Benz Vans Australia Pacific Pty Ltd. ACN 004 411 410. 44 Lexia Place, Mulgrave, Victoria, 3170. ACN 618 413 362. Printed in Australia. May 2020

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