

Terms and Conditions for the Mercedes-Benz 'ExtendPlus' Warranty

(only to be used vis-à-vis parties involved in a commercial enterprise ("Business Company"))

Sec. 1 Subject of the warranty

1. The Warrantor is Mercedes-Benz Financial Services Ceska republika s.r.o. (MB FS CZ).
2. Warranty claims are processed by a service provider of the Warrantor. The point of contact in this regard is the company AutoProtect (MBI) Ltd with the following business address:

**ExtendPlus Warranty Claims Centre
c/o AutoProtect (MBI) Ltd
Kiewitstraat 194
B-3500 Hasselt
Belgium**

3. The warranty applies to the Vehicle referred to in the sales contract (hereinafter: "Vehicle") and to the owner (hereinafter: "Warranty") and covers all work on the Vehicle (tractor/chassis including cab only) pursuant to Sec. 2(1) in accordance with the scope of delivery of the Mercedes-Benz Vehicle.
4. The warranty only covers the replacement of the following parts, if these are replaced in connection with a claim arising under the warranty: gaskets, seals, gland seals, tubes and pipes.
5. The warranty does not cover:
 - a) parts not approved by Mercedes-Benz;
 - b) operating supplies and auxiliary materials, e.g. fuels, chemicals, filter elements, coolants and antifreeze, hydraulic fluid, oil, grease and other lubricants.
 - c) maintenance work, including filters and V-belts, parts subject to wear and tear such as brakes, clutches as well as wheels and tyres and damages caused by corrosion, stone damage or a build-up of road debris. Similarly the rectification of external oil and fuel leaks is not included.

Sec. 2 Content of the warranty (inclusions and exclusions)

1. The warranty covers the following components:

Parts Included

Breakdown of all mechanical, electronic and electrical components that formed part of the Vehicle's original specification, including failure as a result of wear and tear occurring during the Warranty period, provided that the terms and conditions of this Warranty are fully complied with.

In addition:

The following non-mechanical and non-electrical Components are also covered:-

- **Oil Seals and Gaskets** - Head gasket, crankshaft front and rear oil seal, camshaft oil seal, auxiliary shaft oil seal, gearbox rear seal, drive shaft(s) seals, differential pinion seal and any oil seal or gasket where removal of the engine, gearbox or differential/drive unit is essential in order to affect repair.
- **Radiator** - The Radiator is covered against sudden core or joint failure (Damage caused as a result of corrosion, stone damage or a build up of road debris-dirt is excluded).
- **Heater Matrix** - The Heater Matrix is covered against sudden core or joint failure.
- **Oil Cooler** - The Oil Cooler is covered against sudden core or joint failure (Damage caused as a result of corrosion, stone damage or a build up of road debris-dirt is excluded).
- **Casings** - If any of the parts included fail and this damages the casings, they will also be covered. (Damage as a result of accident, frost or overheating is excluded).

Specifically excluded parts to the All Mechanical, Electronic and Electrical component cover.

- o **Pre-existing Warranty:** Repairs covered under any existing Mercedes-Benz warranty within the first 3 years / 450,000 kms from the date first registered. Such as repair costs agreed via ESKULAB.
- o **Preventative Maintenance:** The cost of establishing preventative maintenance procedures or the cost of recall by Mercedes-Benz or any part thereof nor the cost of alterations, improvements or overhauls. Checking of all fluids levels, oils, greases and other lubricants, filters.

- o **General:** Body work, paint, exterior and interior trim, seat coverings, mirror housings and glasses, glass of any description, alarm systems unless factory fitted, telephone system and hands-free equipment, satellite navigation upgrades including CD-Roms, entertainment systems made by another manufacturer or equipment which has not been approved by Mercedes-Benz and their service network, even if they were installed by them, wiper blades, hoses, ducting, pipes, drive or auxiliary belts. The cost of supplying non-mechanical or electrical components which are required to be replaced as part of a claim under this warranty. Parts which are replaced regularly through service and maintenance work. Adjustments and resets where there is no damage to any part, tightening of screws, water ingress, rectifying squeaks and rattling noises. Road tests and checks.
 - o **Exhaust:** – Pipes, silencers and all mountings.
 - o **Clutch:** - Worn and burnt out clutches.
 - o **Front & Rear Suspension:** - Wheel alignment and balancing unless as consequential loss of another covered component, adjustments to suspension, failure of piping and seals (except shock absorbers).
 - o **Fuel:** – Particulate filters, gaskets, cleaning and adjustments.
 - o **Suspension:** – Tyres, wheels, balancing and trims.
 - o **Electrics:** – Batteries, remote control and keys, light bulbs, lighting (including LCD's) Xenon lights.
 - o **Brake Parts:** – Brake linings, discs and drums and failure due to corrosion or seizure.
2. Should a warranted component stop working directly and suddenly within the agreed warranty period and it therefore becomes necessary to repair it, the Warrantee will be entitled to have the damage covered by the warranty repaired to the extent provided for in these terms and conditions.
3. The warranty does not cover damage:
- a) caused through accident, i.e. a direct, external event involving mechanical force;
 - b) caused by wanton or malicious acts, misappropriation, in particular theft, unauthorised use, robbery and fraudulent appropriation, by direct effects of storms, hail, lightning, earthquakes or floods as well as by fire or explosions;
 - c) caused by events of war of any kind, civil commotion, civil turmoil, strikes, lockouts, seizure or other forms of official intervention or by nuclear energy;
 - d) for which a third party as manufacturer, supplier or seller is responsible on the basis of a repair order or other liability for material defects or guarantee undertaking;
4. The warranty does not cover damage:
- a) arising from participation in driving events involving racing of any kind or from the accompanying test drives;
 - b) arising from the Vehicle carrying loads in excess of the permitted axle or trailer loads stipulated by Mercedes-Benz;
 - c) caused by the use of unsuitable lubricants and operating supplies, as a result of a lack of oil or overheating;
 - d) caused by the modification of the original construction of the Vehicle (e. g. tuning) or the fitting of parts produced by third parties or accessories not approved by Mercedes-Benz;
 - e) caused by the use of a Vehicle clearly in need of repair, unless it can be proved that the damage is not connected with such need for repair or unless the Vehicle was at least provisionally repaired at the time of the damage with the permission of the delivering branch;
- insofar as the damage listed under Sec. 2(4)(a)–(e) is based on a negligent or intentional breach of its obligations by the Warrantee.
5. In addition, the warranty does not cover damage:
- a) caused by failure to have the maintenance and upkeep work prescribed or recommended by Mercedes-Benz, carried out during the period of validity of the warranty as set out in the maintenance handbook. In exceptional cases, the maintenance and upkeep work may however also be carried out in the Warrantee's own workshop, provided that this was agreed at the start of the warranty and genuine spare parts are used;
 - b) caused by failure to report the damage without delay and make the Vehicle available for repair;
 - c) caused by failure to comply with instructions in the Vehicle's operating manual.

Sec. 3 Scope of validity of the warranty

The warranty applies to a Vehicle sold by a Mercedes-Benz Authorised Dealer in a country of Continental Europe. Should the Vehicle temporarily be in a country outside the territory of the Continental Europe (excluding Turkey, Russia and Belarus), the warranty will also be valid for that particular country.

Sec. 4 Start and period of the warranty

The warranty starts upon expiry of the Mercedes-Benz standard warranty period (year 1 full cover, years 2 and 3 up to 450,000 kms drive line cover) from the date first registered. The duration of this warranty and the indemnity limit will be as stated on the Schedule. Subject to maximum period of 48 months/1,000,000 kms and the maximum amount of the purchase price of the Vehicle on the date on which it was first registered.

Sec. 5 Scope of the warranty, Warrantee's share in the costs of assembly replacement

1. The warranty claim covers the remedying of damage to Vehicle parts falling under the warranty pursuant to Sec. 2(1) based on least-cost repair solutions. Should the cost of remedying the damage exceed the value of a replacement part that would normally be fitted in the case of comparable damage, the warranty claim will be limited to fitting such a replacement unit, including removal and fitting costs. The Warrantee will be invoiced directly for his share in the costs, where applicable.
2. The warranty does not cover:
 - a) the cost of repairs covered under any existing Mercedes-Benz warranty in place during the first 3 years / 450,000 kms from the date first registered (year 1 full cover, years 2 and 3 up to 450,000 kms drive line cover). Such as repair costs agreed via ESKULAB;
 - b) the costs of testing, measuring and adjusting work, unless incurred in connection with damage covered by the warranty;
 - c) the reimbursement of consequential costs, insofar as these fall outside the scope of Sec. 1;
 - d) the costs of airfreight;
 - e) the cost of VAT on repair invoices, which will remain the responsibility of the Warrantee. In most cases the Warrantee will be able to recover this amount as part of their normal VAT returns process;
3. If repairs falling under the warranty and other repairs and inspections are carried out simultaneously, the duration of the repairs for which compensation is to be paid will be determined using the labour time allowances of Mercedes-Benz.
4. The warranty claim costs for a single repair or the total costs for all repairs will be limited to the value of the Vehicle on the date on which it was first registered.
5. No right to rescission (reversion of the purchase agreement), reduction of the purchase price or compensation in lieu of performance pursuant to the purchase agreement may be derived from this warranty.

Sec. 6 Preconditions for accepting claims under the warranty

1. In the event of damage, the **Warrantee must report such damage immediately**, and **always before the repairs are carried out**, to the Warrantor, if necessary also by telephone, and must obtain authorisation before the repair work is started. Damage must be reported to the following address:

ExtendPlus Warranty Claims Centre
c/o AutoProtect (MBI) Ltd
Kiewitstraat 194
B-3500 Hasselt
Belgium

Hotline for ExtendPlus Warranty Claims Centre
Tel: + 32 – (0)11 – 30 26 35
Fax + 32 – (0)11 – 30 11 18

Should failure by the Warrantee to comply with this obligation make it more difficult to investigate the occurrence or extent of the damage covered by the warranty, the Warrantor will be released from its contractual obligation. The damage may only be repaired in a Mercedes-Benz authorised workshop.

Only workshops who agree to direct settlement of the repair costs by the Warrantor, will be authorised to carry out repairs. Invoices must list separately the work carried out, the prices of the spare parts, and the labour costs, including the labour time allowances.

2. The repair workshop performing the work shall always invoice the Warrantee and follow the instructions received from the ExtendPlus Warranty Claim Centre. You can view an example of the claims process by visiting:
www.extendplus.net

A copy of the repair invoice should be sent to:

ExtendPlus Warranty Claims Centre
c/o AutoProtect (MBI) Ltd
Kiewitstraat 194
B-3500 Hasselt
Belgium

3. The Warrantee must:
 - a) in the event of a claim submit the warranty certificate and the service documents for the Vehicle on request. If the maintenance work is carried out in the Warrantee's own workshop, the Warrantee must furnish corresponding proof of this, including receipts for use of genuine Mercedes-Benz parts;
 - b) refrain from interfering with the odometer or manipulating it in any other way;
 - c) report a defective odometer or the replacement of the odometer, giving the relevant kilometre reading.
4. In the event of a warranty claim, the Warrantee must contact the call centre of ExtendPlus Warranty Claims Centre, c/o AutoProtect (MBI) Ltd, Kiewitstraat 194, B-3500 Hasselt, Belgium, directly. The call centre will inform the Warrantee of the nearest suitable workshop or service centre. Alternatively, the Warrantee may also take the Vehicle directly to the nearest workshop or service centre. Transportation of the Vehicle to the workshop or service centre and the costs incurred for this (on-road service) will be for the account of the Warrantee, i.e. the warranty only comes into force once the Vehicle is at the workshop or service centre.

Sec. 7 Claims for defects

The Warrantee's statutory claims for defects will remain unaffected.

Sec. 8 Choice of law, forum

The ordinary courts of law at the place where the Warrantor (MB FS CZ) has its registered office will have exclusive jurisdiction over all current and future claims arising from the business relationship with parties involved in commercial enterprises ("Business Company"), resulting from the current agreement, including claims based on bills of exchange and cheques. The same place of jurisdiction will apply if the Warrantee does not have a place of general jurisdiction in the Czech Republic, if the Warrantee moves his domicile or habitual place of abode abroad after the conclusion of the agreement or if his domicile or habitual place of abode is unknown when the suit is filed, Czech law applies.

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