



Mercedes-Benz

**Mercedes-Benz SA Limited**  
A Daimler Company

## 1. SMART SERVICE PLAN AND WARRANTY INFORMATION

**The new Smart comes standard with a complimentary Service Plan which covers the vehicle for the first 3 years / 60 000 km with zero customer contribution.**

**The vehicle is also covered with a 2 year unlimited km of manufacturer's warranty**

**In addition to the above, below service plan extensions which must be purchased before the end of first 3 years/ 60 000 km are available;**

- **Service Plan – 4 years or 60 000 km**
- **Service Plan – 4 years or 80 000 km**
- **Service Plan – 5 years or 60 000 km**
- **Service Plan – 5 years or 80 000 km**
- **Service Plan – 5 years or 100 000 km**

**Only one extension can be purchased**

## 2. DEFINITIONS

The Customer is entitled to Routine Services for the Contract Period as specified in the Electronic Service Schedule (ESS) on the following conditions.

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

(a) **"Dealer"** shall mean the dealer appointed by Mercedes-Benz South Africa Ltd as an authorised repairer

(b) **"Vehicle"** shall mean the Mercedes-Benz passenger vehicle / smart manufactured and/ or distributed by Mercedes-Benz South Africa Ltd. And originally purchased in the territory, which is described in this document.

(c) **"Service Schedule"** Shall mean the 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 LIMITED from time to time.

(d) **"Routine Service"** The performance of service tasks carried out in relation to the vehicle in South Africa and its territory as recommended in the Electronic Service Schedule (ESS) applicable to the vehicle including the supply of all lubricants and other materials required for such a service. More specifically this shall include: Services as specified in the ESS;

Oil filter  
Air element  
Dust filter  
V-Belt  
Spark plug  
Engine oil  
Coolant  
Brake fluid

(e) **"Territory"** Shall mean the Republic of South Africa, Republic of Botswana and the Republic of Namibia. In the event of the 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.

(d) **"Contract Period"** means the period beginning at the inception of the contract and ending on the latest of:

- 3 years or 60 000 km (For the initial contract)
- For Service Plan Extensions – As per years and mileage s specified in point 1
- Subject to early termination rights within this agreement.

## 3. WARRANTY

The Mercedes-Benz passenger car dealer network is at your disposal for servicing and repairing all Mercedes-Benz passenger cars / Smart throughout the Republic of South Africa, Republic of Botswana and Republic of Namibia. This service is backed and supported by Mercedes-Benz South Africa Ltd.

Mercedes-Benz passenger cars are warranted against defects and faulty workmanship for two years from date of sale, regardless of distance covered, if not in breach of any exclusion covered below.

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 maintenance warranty or goodwill repairs, irrespective of whether the costs have been accepted in whole or in part.

### 3.1.

Warranty and Maintenance Plans for Export Vehicles.

The warranty and Maintenance Plans are only valid in South Africa, Namibia, Botswana, Lesotho and Swaziland. Vehicles exported to countries outside South Africa are warranted in accordance with the warranty conditions applicable to that country. The warranty and Maintenance Plans are not transferable in the event of the vehicle being exported to another country by any person other than Mercedes-Benz South Africa Ltd.

### 3.2.

Replacement Parts Warranty

Mercedes-Benz South Africa Ltd. warrants Mercedes-Benz genuine replacement parts and approved accessories supplied by itself against defects and faulty workmanship, inclusive of labour costs, for a period of two years from date of fitment when and if installed by a Mercedes-Benz dealer and not in breach of any exclusion covered below.



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Parts fitted by a Mercedes-Benz dealer for in-warranty repairs, are warranted only for the unexpired term of the vehicle's warranty.

Parts subjected to any external damage & friction and parts subjected to wear, are not warranty claimable.

Parts sold over-the-counter are also warranted against defects and faulty workmanship for a period of one year from date of sale, regardless of the installation date of such parts. An original Mercedes-Benz dealer invoice will be required as proof of purchase. No labour costs or consequential damage will be entertained if installed by any party other than a Mercedes-Benz dealer. In the unlikely event of such parts failing again, the complete vehicle has to be submitted to a Mercedes-Benz dealer to validate such claims.

### 3.3.

#### Warranty principles

The warranty and any liability of Mercedes-Benz South Africa Ltd. is subject to the following principles:

#### 3.3.1.

Vehicles are to be serviced strictly according to the service schedule, 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.

#### 3.3.2.

Vehicles are required to be serviced by a Mercedes-Benz dealer. As the operator of the vehicle, you are responsible for adhering to the service intervals. 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.

Each Mercedes-Benz/Smart vehicle needs to be serviced strictly as prescribed in the service schedule in accordance with the warranty terms and conditions. By time / distance limits the prescribed maintenance needs to be done by a Mercedes-Benz dealer within 1 500km /15 days either way of the prescribed time or distance, whichever event occurs first.

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 by a Mercedes-Benz dealer at the time of service, in order to indicate the next due service.

As proof that the prescribed service requirements were done by a Mercedes-Benz dealer, the certificates contained in the vehicle service booklet must be duly completed, endorsed and stamped by the dealer.

### 3.4.

#### Warranty Exclusions and Limitations As defined in paragraph 7

## 4. EXCLUSIONS

The following general exclusions will apply in respect of the Smart Service Plan:

4.1.1. All work necessary as a direct, or indirect result of or arising from any alteration, modification or conversion of the vehicle of whatever nature including any consequential damage as a result thereof.

4.1.2. Any work necessitated as a result of staining, discolouring, paint damage, rust and corrosion arising from whatsoever cause during any of the periods after expiry of the warranty period.

4.1.3. The repair 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.

4.1.4. The repair of any windscreen, window glass, light reflectors and lenses, carpets, trim/upholstery, seat covers, soft-top canvas and body panels.

4.1.5. Any measures stipulated by Mercedes-Benz South Africa Ltd. pertaining to the vehicle, to be carried out in preparing the vehicle for storage.

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

4.1.7. 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 and/or service schedule pertaining to the vehicle.

4.1.8. 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 service schedule pertaining to your vehicle.

4.1.9. 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.

4.1.10. The replacement and/or repair of tyres, wheel balancing and



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wheel rotation as a consequence thereof

4.1.11. The repair of any damage of whatever nature caused as a result of or arising from:

4.1.11.1. The vehicle being involved in any accident or incident.

4.1.11.2. Accidental or intentional damage caused to the vehicle by any person or thing.

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

4.1.11.4. 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, driving beyond the intended design limits of the vehicle, or in and/or over extreme environmental conditions and/or surfaces.

4.1.11.5. Work performed on the vehicle by a workshop or persons other than a dealer and/or approved paint and panel shop, unless Mercedes-Benz South Africa Ltd.

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

4.1.11.7. Events of force of nature.

4.1.8. All service work (including the replacement of parts) resulting from your failure and/or refusal to make the vehicle available to the dealer for service to be carried out at such prescribed service intervals as specified in the service schedule, or indicated by the service indicators of the vehicle, or in response to a recall of the vehicle by Mercedes-Benz South Africa Limited in terms of a recall campaign or service measure run by Mercedes-Benz South Africa Ltd. to repair or replace critical safety or other components of the vehicle.

4.1.13. All supplementary service costs as a result of the vehicle being serviced more frequently as a consequence of the vehicle being operated in an extreme environment, or under arduous and extreme dust laden conditions.

4.1.14. Roadside assistance, recovery or provision of any courtesy vehicle.

4.1.15. Bulbs.

4.1.16. Any repair items.

4.1.17. Any item not specified in the Electronic service schedule.

4.1.18 Any towing services

## 5. CUSTOMER'S OBLIGATIONS

Your Mercedes-Benz 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 we perform service work 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 by way of the prescribed distance or time deadline shown or displayed by the ASSYST service indicator. On completion of the work the ASSYST service indicator will be reset and a service sticker will be affixed either to the driver's doorframe or on the driver's side of the dashboard. The service sticker together with this booklet will record the completion of the prescribed service and any noteworthy additional work.

Note: Further information about the ASSYST service indicator can be found under the Controls section of the Owner's Manual. In order to continue to enjoy the benefits of ServiceCare and the optional you will:

5.1. Use the vehicle during the period of coverage, and where applicable, the extended period of coverage for the sole purpose and use stipulated in the application.

5.2. At your own expense, deliver the vehicle for service by prior agreement, to the dealer, during its usual working hours and at the prescribed service intervals specified in the service schedule, or indicated by the vehicle's service indicator, and in doing so you must sign the dealer's repair order before any work is performed.

5.3. Comply with the instructions and recommendations stipulated in the owner's handbook and/or service schedule pertaining to the vehicle with regard to the use and care of the vehicle

5.4. Agree that the dealer may, in its sole and absolute discretion, procure and fit to the vehicle any Mercedes-Benz approved replacement parts that the dealer deems necessary for the continued and safe use of the vehicle in a manner contemplated by Mercedes-Benz South Africa Limited

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 Limited 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 Limited 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 Limited 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 Limited or dealer at all reasonable times to inspect the vehicle's odometer reading and its operation.



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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 Limited shall be entitled to exercise its rights.

5.10. In the event that you wish to store the vehicle, comply with the requirements for storage as set forth by Mercedes-Benz South Africa Ltd.

or the dealer, in such manner as may be prescribed by Mercedes-Benz South Africa Limited 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 his signature. By his signature the successor-in-title shall acknowledge that he is acquainted with the full force and meaning of the contents of this document and that he binds himself thereto and that he undertakes that his predecessor's previous non-compliance with the terms and conditions of this document shall not affect Mercedes-Benz South Africa Ltd.'s rights hereunder.

5.11. In the event of the vehicle being stolen, hijacked, destroyed, damaged beyond repair, or written-off by its insurer before the expiration of the 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, and 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 applies by deducting the actual claims paid including of administrative costs, from the price paid for the Service Plan.

5.12. In the event that this Agreement is cancelled for any reason other than stipulated in 5.11 above, you shall not be entitled to any refund.

5.13. Mercedes-Benz South Africa reserves the right, at its discretion, to set off its financial obligation in terms of this contract against an appropriate financial asset

## 6. PAYMENT

Payment shall be done upfront for service plan extensions at the purchasing dealer

## 7. TERMINATION

(a) This Agreement shall be effective from the Commencement Date and shall continue in force for the Contract Period unless terminated earlier by reasons stated in 5.11.

## 8. GENERAL

### 8.1.

#### Effect of cancellation

Upon cancellation of the terms and conditions contained herein, all of Mercedes-Benz South Africa Limited's obligations in terms hereof shall cease. Any refunds payable will be subject to the provisions of paragraph 3.11.

### 8.2

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

### 8.3. Law Applicable

The terms and conditions contained in this document shall be governed in accordance with the laws of the Republic of South Africa.

### 8.4. Liability

Subject to your fulfilment of your obligations contained in this document, Mercedes-Benz South Africa Limited will not be liable for any 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.

### 8.5. Term

The terms and conditions contained herein shall commence on date of signature/ Certificate print, and shall terminate when **the contract reaches the end either by mileage or years;**

- 3 years or 60 000 km (For the initial contract)

- For Service Plan Extensions – As per years and mileage specified in point 1

### 8.6. Arbitration

Any dispute between Mercedes-Benz South Africa Limited 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 President of the Law Society of the Northern Provinces. 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.

### 8.7. Non-variation

No alteration, or variation or cancellation of any of the terms and conditions of this document shall be of any force or effect unless reduced to writing and signed by Mercedes-Benz South Africa Ltd. or you, or your duly authorised representatives.

### 8.8. Non-waiver

No latitude, extension or other indulgence, which may be granted by either party to the other in respect of any obligation



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hereunder, shall operate as a waiver or novation of, or otherwise affect any of the grantor's rights in terms hereof, 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.

#### 7.9. 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 his/her behalf, or in the event of any information set out in the said being incorrect, then, at the election of Mercedes-Benz South Africa Ltd, Mercedes-Benz South Africa Limited 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.

#### 7.10. Notices

All notices required to be given in terms thereof shall be in writing, which shall include communication by means of fax or electronic communication. A notice given by one party to the other shall be presumed to have been received by the addressee:

7.10.1. 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

7.10.2. 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 page hereby chooses as its physical address for all purposes in terms hereof the under mentioned address alongside its name:

7.10.3. Mercedes-Benz South Africa Limited at Wierda Road (R576/M10 West), Zwartkop, Centurion.

7.10.4. Your physical address stipulated in the certificate. 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.