

Terms and Conditions

These Terms and Conditions govern the Mercedes-Benz Service Solutions Capped Price Servicing program provided by Mercedes-Benz Australia/Pacific Pty Ltd ABN 23 004 411 410 ('MBAuP'). 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 Retailers, please visit www.mercedes-benz.com.au

1. Definitions

1.1 In these Terms and Conditions:

- (a) *DSB (Digital Service Booklet)* means the booklet issued by Mercedes-Benz Australia/Pacific Pty Ltd outlining the standard scheduled servicing requirements of Mercedes-Benz vehicles.
- (b) *Eligible Period* means commencing from the date of first registration of the Eligible Vehicle for a period of 36 months or the attainment of the Total Kilometre Allowance, applicable to the Eligible Vehicle, whichever occurs first.
- (c) *Eligible Services* means a maximum of the first three (3) 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 Vehicle* means the passenger car model to which the Mercedes-Benz Capped Price Servicing applies as notified at www.mercedes-benz.com.au and updated from time to time by MBAuP and registered for the first time on or after 1st January 2019, but excludes the following:
 - i. 'Grey import' vehicles (vehicles not imported and distributed by MBAuP for resale);
 - ii. Privately imported vehicles;
 - iii. Vehicles purchased under the Mercedes-Benz Corporate Programme;
 - iv. Vehicles utilised for commercial hire or rental (including taxi and car rental vehicles); and
 - v. Smart branded vehicles.
- (e) *Participating Authorised Mercedes-Benz Retailer* means any Authorised Mercedes-Benz Retailer who has elected to participate in the Mercedes-Benz Capped Price Servicing Program and perform Standard Scheduled Servicing at the Mercedes-Benz Capped Price Servicing price.
- (f) *Standard Scheduled Service* means the fundamental technically essential maintenance work carried out at particular intervals as outlined in the Mercedes-Benz Digital Service Booklet (DSB) provided with the Eligible Vehicle.
- (g) *Mercedes-Benz Capped Price Servicing Price* means the maximum price payable in accordance with these Terms and Conditions for a Standard Scheduled Service as published at www.mercedes-benz.com.au
- (h) *Total Kilometre Allowance* means:
 - 75,000 kilometres for all models incl. AMG 43 variants
 - 60,000 kilometres for all AMG 45 and 63 variants
 - 45,000 kilometres for all G-Wagon (non-AMG), AMG 65 and 600 variants
 - 30,000 kilometres for all G Professionals

2. Mercedes-Benz Capped Price 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 Mercedes-Benz Capped Price Servicing Price.

3. Inclusions and Exclusions

3.1 All Standard Scheduled Servicing under Mercedes-Benz Capped Price Servicing under 3 years program **includes** the following:

Standard Scheduled Servicing Inclusions	
Applicable Safety Checks, Service and Maintenance Work in accordance with Mercedes-Benz Digital Service Booklet (DSB) for the Eligible Vehicle	
All work as stipulated in the relevant Mercedes-Benz Digital Service Booklet (DSB) for the Eligible Vehicle	✓
Additional operations carried out at MBAuP predetermined intervals	
Replace brake fluid	✓
Replace air filter	✓
Replace fuel filter	✓
Replace spark plugs	✓
Replace coolant	✓
Automatic transmission: oil and filter change	✓
Replace dust / cabin filter	✓

3.2 All Standard Scheduled Servicing under Mercedes-Benz Capped Price Servicing under 3 years **excludes** the following:

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

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 Interval display in the instrument cluster (ASSYST PLUS) which informs the driver of the Eligible Vehicle when the next service is due, which is further outlined within the Eligible Vehicle's Mercedes-Benz Digital Service Booklet (DSB);

	1st Year / 12 months*	2nd Year / 24 months*	3rd Year / 36 months*
All models incl. AMG 43 variants	25,000 km	50,000 km	75,000 km
All AMG 45 and 63 variants	20,000 km	40,000 km	60,000 km
All G-Wagon (non-AMG), AMG 65 and 600 variants	15,000 km	30,000 km	45,000 km
All G Professionals	10,000 km	20,000 km	30,000 km

*from the date of first registration, whichever occurs 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 Digital Service Booklet (DSB) shall be carried out accurately and fully.

4.2 Should any additional work be required, above and beyond the inclusions provided under a Capped Price Servicing 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 Capped Price Servicing Price

- 5.1 Subject to these Terms and Conditions, MBAuP may amend, in its entire discretion, the Capped Price Servicing charge payable for each Standard Scheduled Service at any time. Each Capped Price Servicing charge published on www.mercedes-benz.com.au will be subject to a 'valid from' date, whereby a Participating Authorised Mercedes-Benz Retailer will charge no more than the published Mercedes-Benz Capped Price Servicing charge for the Capped Price Servicing of any Eligible Vehicle with a first registration date which falls on or after the relevant 'valid from' date, and such Capped Price Servicing charge will remain applicable to that Eligible Vehicle (and will not be increased) for the duration of the Eligible Period.

6. Transfer

- 6.1 Mercedes-Benz Capped Price Servicing is not transferable from one Eligible Vehicle to another. If the owner of the relevant Eligible Vehicle transfers ownership of the Eligible Vehicle prior to the expiration of the Eligible Period, Mercedes-Benz Capped Price Servicing will continue to apply to the Eligible Vehicle for the remainder of the Eligible Period in accordance with these Terms and Conditions.

7. No Refunds

- 7.1** No refund or deduction is payable to an owner in respect to an Eligible Vehicle which has not been presented to a Participating Authorised Mercedes-Benz Retailer for a Capped Price Servicing service during the relevant time or distance travelled of the Eligible Vehicle referred to in Item 4.1(a) of these Terms and Conditions.
- 7.2** Further, if a Scheduled Capped Price Servicing service is missed within the Eligible Vehicle's applicable time and distance period as referred to in item 4.1(a) of these Terms and Conditions, additional work may be required to be undertaken at the next scheduled Capped Price Servicing and such additional work will be at the Eligible Vehicle owner's cost.

Information contained in these materials is subject to change without notice.

Mercedes-Benz Australia/Pacific Pty Ltd. 44 Lexia Place, Mulgrave, Victoria, 3170. ABN 23 004 411 410. Printed in Australia. March 2020
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