

# Terms and Conditions.

## ACKNOWLEDGEMENTS

1. You acknowledge and agree that:
  - a. this Mercedes-Benz Pre-Purchase Inspection and all ancillary documents, data and advice prepared or provided in connection with this Inspection (**Report**) is provided by Mercedes-Benz Australia/Pacific Pty Ltd (**MBAuP**) and administered by its authorised retailers as the Inspecting Retailer;
  - b. the Vehicle Check Summary provided in the Report is a subjective inspection, conducted based on the information and visible condition of the vehicle specified in the Vehicle Details section of the Report (**Vehicle**) as presented at the time of the inspection;
  - c. this Report is intended as a guide only to assist you in identifying any visually obvious damage or evident repair/rectification or maintenance works required to be undertaken to the Vehicle in respect of the specific items noted in the Report;
  - d. this Report is in no way intended to be relied upon as a comprehensive mechanical check of the Vehicle or a safety appraisal of the Vehicle;
  - e. it has been recommended to you by MBAuP and the Inspecting Retailer that in addition to this Report, you should conduct your own due diligence and examine/inspect the Vehicle;
  - f. this Report does not constitute a roadworthy check or inspection which you should conduct separately;
  - g. Certain information contained within this Report is sourced from third parties and MBAuP/Inspecting Retailer cannot guarantee its accuracy or completeness;
  - h. the currency of any information obtained from third parties will be as at the time that information is provided to MBAuP/Inspecting Retailer;
  - i. to the extent permitted by law, this Report and the information contained within it is made available by MBAuP/Inspecting Retailer to you without any representation or warranty of any kind (without limitation in respect to the accuracy of report information);
  - j. the Service History report included in the Report reflects basic maintenance and servicing information of the Vehicle which has been entered into the Digital Service Booklet (**DSB**) by authorised Mercedes-Benz retailers only. It does not reflect maintenance and servicing which has been completed outside of the authorised Mercedes-Benz retailer network and/or has otherwise not been entered into the DSB;
  - k. the Sales Data Card report included in the Report reflects the as built Vehicle's factory specifications, options and any retrofits after production requiring coding that have been completed by an authorised Mercedes-Benz retailer and/or otherwise included in the relevant Sales Data Card system only. It does not reflect retrofits that have been completed outside of the authorised Mercedes-Benz retailer network, retrofits that do not require coding and/or have otherwise not been entered into the relevant Sales Data Card system as applicable;
  - l. certain information included in this Report may have changed since the Report was provided and as such it has been recommended to you by MBAuP and the Inspecting Retailer that you should conduct additional enquires (including but not limited to a PPSR search) to ensure that the information in relation to the Vehicle has not changed.

## RELIANCE AND USE OF REPORT

2. You are permitted to share the Report with potential individual purchasers of the Vehicle (**Recipient**) for the sole purpose of facilitating the sale of the Vehicle.
3. Any Recipient will be taken to have accepted and agrees to be bound by these Terms and Conditions as if they were you/the Customer. Any breach of these terms and conditions by a Recipient will be considered a breach by you and you agree to indemnify and hold harmless MBAuP / Inspecting Retailer in connection with any breach by a Recipient.
4. For the avoidance of doubt, a Recipient must be a natural person and must not be licenced or unlicensed motor car trader, auction house or corporate entity.

## INTELLECTUAL PROPERTY

5. "Intellectual Property Rights" means all industrial and intellectual property rights throughout the world, including all:
  - a. copyright and analogous rights;
  - b. rights in relation to inventions or discoveries, including patent rights;
  - c. designs;
  - d. circuit layouts;
  - e. trade names, brand names and registered or unregistered trademarks, including service marks; and
  - f. moral rights.
6. MBAuP retains ownership of all Intellectual Property Rights (including without limitation moral rights) in the Report whether in its original form or as modified by you or a third party.
7. In supplying you with this Report, MBAuP shall be taken to have granted you a simple, non-exclusive and non-transferable right to use the Report for your own use. The supply of the Report in no way constitutes any assignment by MBAuP of any Intellectual Property Rights to you or any other person.
8. You agree to fully indemnify and hold harmless MBAuP/Inspecting Retailer in connection with any claim or liability arising as a result of any breach or infringement of any Intellectual Property Rights of MBAuP/Inspecting Retailer or any third person.
9. You must not and must not attempt, directly or indirectly, to adapt, modify, reverse engineer, decompile or amend the Report in whole or in part. You agree to fully indemnify and hold harmless MBAuP/Inspecting Retailer in connection with any claim or liability arising as a result of any breach of this clause.
10. You shall be responsible for protecting the Report at all times from unauthorised access or use.
11. You must not sell, assign, transfer, give, sub-license, or make available in any way the Report to any third party without the prior written consent of MBAuP.
12. In the event of any breach of this section or other misuse of MBAuP's Intellectual Property Rights, MBAuP shall, in addition to any other rights, be entitled to equitable relief against you including injunctive relief.
13. This clause shall survive termination of these Terms and Conditions.

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## LIABILITY

14. To the fullest extent permitted by law, MBAuP and the Inspecting Retailer shall not be liable for any direct or indirect loss (including consequential loss), damage or expense whatsoever arising out of or in connection with the Report, including but not limited to:
  - a. any Vehicle damage, repair/rectification or maintenance requirements that were not clearly visible or evident during the visual inspection of the Vehicle;
  - b. any Vehicle damage, repair/rectification or maintenance requirements that arise following the inspection of the Vehicle;
  - c. any Vehicle damage, repair/rectification or maintenance requirements that fall outside the scope of the inspection criteria detailed in the Report;
  - d. loss, damage or expense arising from or in connection with third party acts, omissions, information, documentation, material or data, including but not limited to, the PPSR search;
  - e. any advice provided by MBAuP or the Inspecting Retailer;
  - f. the Report or any information contained within the Report, falling outside the scope of the Report; or
  - g. the Report or any information contained within the Report being out of date or no longer accurate.
15. To the fullest extent permitted by law;
  - a. the aggregate liability of MBAuP and the Inspecting Retailer arising under or in connection with the Report (including any ancillary services or documents provided in connection with the Report) including for negligence is limited to an amount equal to the fees paid or payable by you to MBAuP/Inspecting Retailer; and
  - b. the liability of MBAuP and the Inspecting Retailer is excluded to the extent that it is for any form of indirect loss however caused, including economic loss, loss or corruption of data, loss of production or operating time, or loss of anticipated savings, opportunity, revenue, profit or goodwill.
16. These Terms and Conditions shall be governed by and construed in accordance with the laws for the time being in force in the State of Victoria, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.
17. No forbearance, delay or indulgence by a party in enforcing the provisions of these Terms and Conditions shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.
18. Should any part of these Terms and Conditions be or become invalid, that part shall be severed from these Terms and Conditions. Such invalidity shall not affect the validity of the remaining provisions of these Terms and Conditions.
19. The rights, powers, and remedies of a party provided in these Terms and Conditions are cumulative with, and not exclusive of, any right, power, or remedy provided by Law. It is not necessary for a party to incur expense or make payment before enforcing an indemnity under these Terms and Conditions.