

Volkswagen EasyDrive Mastercar Maintenance Plan Terms and Conditions

1. Nature of the Volkswagen EasyDrive Mastercar Maintenance Plan

The Volkswagen EasyDrive Mastercar Maintenance Plan ("the Maintenance Plan") is the maintenance agreement between Volkswagen of South Africa (Pty) Ltd ("VWSA") and the customer on the terms and conditions below.

2. Duration and Territory

- 2.1 Provided that you have signed acceptance of these terms and conditions, the Maintenance Plan commences on the date that payment is received in full from the customer and shall terminate after one (1) year or two (2) years from commencement based on the term selected by the customer.
- 2.2 Where a MasterCar is sold with an existing Warranty and/or Service Plan, the Maintenance Plan shall run concurrently with such Warranty and/or Service Plan.
- 2.3 The Maintenance Plan applies to the territories of South Africa, Botswana and Namibia only.

3. Cover

- 3.1 The Maintenance Plan only applies to a qualifying vehicle.
- 3.2 The Maintenance Plan covers the following, provided they are performed by a VWSA approved Dealer:
 - 3.2.1 All scheduled services stipulated by the manufacturer in the owner's manual and Maintenance Plan booklet applicable to the vehicle.

- 3.2.2 The replacement of defective components according to technical requirements.

- 3.2.3 Replacement of specified parts due to normal wear and tear. The decision as to what constitutes normal wear and tear is at the sole discretion of VWSA.

- 3.2.4 Roadside Assistance as defined in the Warranty Handbook in the vehicle.

- 3.3 Should a scheduled service coincide with the full mileage relating to the vehicle's Maintenance Plan, such service shall be covered if performed within 1,500 kilometers or within one (1) month of the Maintenance Plan's expiry, whichever occurs first.

- 3.4 The Maintenance Plan **does not cover** the following:

- 3.4.1 Any alteration to or modification of the vehicle of whatever nature and any consequential damage arising from such alteration or modification.

- 3.4.2 Service and/or maintenance by a workshop not authorised by VWSA to affect the service and/or maintenance.

- 3.4.3 The repair or replacement of any windscreen, windows, damaged glass, carpet, trim, seat covers, soft-top canvas and/or frames, sunroof pane, paintwork or body panels.

- 3.4.4 Any service, maintenance or work required as a result of the failure to comply with the owner's manual, warranty or Maintenance Plan terms and conditions. In this regard VWSA reserves the right to reject any claims and/or repudiate cover if services are not carried out within three (3) months or 1,500 km of the specified service interval, whichever occurs first.

3.4.5 Repairs, maintenance or other remedial work arising from:

- (a) Accident, collision or other impact damage.
- (b) The use of oils, lubricants and other additives not approved by the manufacturer and/or VWSA where VWSA is not the manufacturer.
- (c) Industrial pollution and rust corrosion.
- (d) Neglect, improper handling or misuse of the vehicle, including but not limited to any form of competition.
- (e) Work performed on the vehicle by persons other than a VWSA approved Dealer or Motor Body Repairer.
- (f) Poor road and adverse driving conditions.
- (g) Fitment of any accessory or equipment not approved by VWSA.

3.4.6. The repair or replacement of tyres.

3.4.7 Any other item not covered in terms of paragraph 3.2.

4 Change of Ownership

4.1 Subject to paragraph 4.2, the Maintenance Plan cover shall be transferable to a subsequent purchaser of the vehicle if the vehicle is sold prior to expiry of the Maintenance Plan.

4.2 If you dispose of the vehicle or cease to be the owner or lessee of the vehicle before expiry of the Maintenance Plan, you shall immediately notify VWSA in writing and supply the name and address of the new owner, purchaser or lessee of the vehicle.

4.3 You undertake to notify VWSA if the vehicle is stolen, hijacked, destroyed or damaged beyond repair and is consequently written off by its insurer before the expiry of the Maintenance Plan. The Maintenance Plan shall be deemed to have been cancelled upon the date of such occurrence.

4.4 A pro-rata credit will be given on the cost of an extension or optional Maintenance Plan on a qualifying alternate vehicle in the circumstances contemplated in paragraph 4.3 above, at the sole discretion of VWSA.

5 Accident Damage

5.1. You must notify VWSA of any accidents that the vehicle may have been involved in, and of any damage to the vehicle. The Maintenance Plan shall be flagged by VWSA in relation to the damage. Repairs, maintenance and or other remedial work arising from the accident will not be covered as set out in paragraph 3.4.5(a).

6 Cancellation

6.1 VWSA has the right to cancel this Maintenance Plan without notice of such cancellation to you in the event of one or more of the following:

6.1.1 Tampering with the odometer.

6.1.2 Failure to meet any other obligation in terms of the Maintenance Plan which may render the fulfilment of VWSA's Maintenance Plan obligations more onerous as a result of such failure.

6.2 The effective date of the cancellation of the Maintenance Plan shall be the date of the occurrence referred to in paragraph 6.1

6.3 No refund shall be due to you arising from the cancellation referred to in this paragraph or any other breach of these terms and

conditions.

7 **Validity**

If any provisions in the Maintenance Plan are invalid and unenforceable such provisions shall be amended to remove the invalidity and the remainder of the Maintenance Plan shall remain valid and binding.

Law and Jurisdiction

7.1 The Maintenance Plan shall be interpreted, enforced and performed in accordance with the laws of the Republic of South Africa.

7.2 Any disputes arising from the Maintenance Plan shall be subject to the jurisdiction of the South African Courts.

8 **Liability**

VWSA's obligations arising from this Maintenance Plan are limited to those specified in these terms and conditions. VWSA shall not be liable for failure to fulfil its obligations if such failure is caused by factors beyond its control.

9 **Entire Agreement**

The Maintenance Plan constitutes the entire agreement between VWSA and the owner or lessee of the vehicle in relation to the servicing and maintenance of the vehicle. No terms and/or conditions not recorded in this Agreement shall apply.

10 **Non-Variance**

No alteration, variation or suspension of any of the terms of the Maintenance Plan or any consensual cancellation of the Maintenance

Plan shall be of any force or effect unless reduced to writing and

signed by VWSA and the owner or lessee or our duly authorized representatives.

11 **Signing Authority**

By signing the Maintenance Plan, the signatory warrants that he/she is authorized to do so.