

Volkswagen EasyDrive Vehicle plan Maintenance Terms and Conditions

1. Nature of the Volkswagen EasyDrive Vehicle plan Maintenance

The Volkswagen EasyDrive Vehicle plan Maintenance Plan ("the MAINTENANCE") 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 Where a vehicle is sold subject to a Maintenance Plan, cover commences on the date of delivery of the vehicle to the first customer and continues for the period or the distance reflected in the to the Customer Contract attached to this Agreement. Purchase of Maintenance Plan and Extension is provided for in paragraph 6.
- 2.2 The Maintenance Plan applies to the territories of South Africa, Botswana and Namibia only.

3. Cover

- 3.1 The Maintenance Plan covers the following, provided they are performed by a VWSA approved Dealer:
 - 3.1.1 All scheduled services stipulated by the manufacturer in the owner's manual and Maintenance Plan booklet applicable to the vehicle.
 - 3.1.2 The replacement of parts according to technical requirements.
 - 3.1.3 Replacement of specified parts due to normal wear and tear. The decision as to what constitutes normal wear and tear lies solely at the discretion of VWSA.

- 3.2 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 kilometres or within 3 months of the Maintenance Plan's expiry, whichever occurs first.
- 3.3 Recovery, towing, travelling and related cost, Please refer to the Warranty Handbook for Roadside Assistance terms and conditions
- 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 paragraphs 3.1, 3.2 and 3.3.

4. Change of Ownership

- 4.1 Subject to paragraph 4.2, Maintenance Plan cover shall be transferable to a subsequent purchaser of the vehicle if the vehicle is sold prior to expiry of the contract.
- 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 contract 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 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. You must notify VWSA in writing of this

fact. The Maintenance Plan shall be deemed to have been cancelled upon the date of such occurrence.

4.4 No credit or refund will be given on standard Maintenance Plan contracts in the circumstances contemplated in paragraph 4.3 above.

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

5. Accident Damage

5.1. The owner/driver 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 3.3.5a

6. Purchase of Maintenance Plan.

6.1 Provided your Maintenance Plan is still active, you shall have the option to purchase MAINTENANCE extension. Applications for extension must be submitted prior to the expiry of the Maintenance Plan.

6.2 Provided your vehicle's standard warranty is still active, you shall have the option to purchase a Maintenance Plan.

6.3 Provided your vehicle has an active Standard EasyDrive Vehicle plan Service and a standard active warranty, you shall have the option to purchase Maintenance Plan.

6.4 The purchase of Maintenance Plan shall be subject to payment of the cost applicable at the time of purchase.

- 6.5 The Maintenance Plan can be extended in intervals of 30,000 kilometres and or one year (whichever occurs first), subject to a maximum of 300,000 km and or 10 years (whichever occurs first) from the date of delivery to the first customer.
- 6.6 Quotations are available from any VWSA approved Dealer.
- 6.7 VWSA shall be entitled, at its sole discretion, to refuse an application for extension.

7. Cancellation

- 7.1 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:
 - 7.1.1 Tampering with the odometer.
 - 7.1.2 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.
- 7.2 The effective date of the cancellation of the Maintenance Plan shall be the date of the occurrence referred to in paragraph 7.1
- 7.3 No refund shall be due to you arising from the cancellation referred to in this paragraph.

8. 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.

9. Law and Jurisdiction

- 9.1 The Maintenance Plan shall be interpreted, enforced and performed in accordance with the laws of the Republic of South Africa.
- 9.2 Any disputes arising from the Maintenance Plan shall be subject to the jurisdiction of the South African Courts.

10. Liability

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

11. 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.

12. 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.

13. Signing Authority

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