



## Mercedes-Benz ServiceCare – General Terms and Conditions

### General Terms and Conditions (GTCs) for the purchase of a Mercedes-Benz ServiceCare Plan via either:

- <https://servicecare.mercedes-benz.co.uk>;
- The telephone completed by the Mercedes-Benz customer service team; or
- a Retailer at a Mercedes-Benz Retailer Location (as defined below).

### Please read these terms carefully before you agree to proceed.

#### A. Subject Matter of Agreement, Scope of Application, Identity of the Mercedes-Benz ServiceCare Plan operator

1. These general terms and conditions apply to the purchase placed by you (hereinafter referred to as “Customer”) for a Mercedes-Benz ServiceCare Plan. Certain Customers may enjoy further rights to the extent that they are consumers (being individuals buying the Mercedes-Benz ServiceCare Plan wholly or mainly for personal use and not for use in connection with their business) as indicated in these terms.
2. The Mercedes-Benz ServiceCare Plan is operated by Mercedes-Benz Cars UK Limited (hereinafter referred to as “Mercedes-Benz Cars”), however the vehicle services completed under the ServiceCare Plan shall be completed between the Customer’s chosen Mercedes-Benz Authorised Retailer at an applicable retail location (“Retailer Location”) (hereinafter referred to as “Retailer”).
3. The contract for the purchase of the Mercedes-Benz ServiceCare Plan shall be between the Customer and Mercedes-Benz Cars. The contract for vehicle services carried out under the Mercedes-Benz ServiceCare Plan shall be between the Retailer and the Customer.
4. Please see below details for Mercedes-Benz Cars:  
**Company name** – Mercedes-Benz Cars UK Limited,  
(a company registered in England and Wales)  
**Company number** – 2448457  
**Registered address** – Delaware Drive, Tongwell, Milton Keynes,  
MK15 8BA  
**VAT number** – GB225027008
5. If the Customer is a business customer (not a consumer) these terms and conditions are the entire agreement between us for the purchase of the Mercedes-Benz ServiceCare Plan and the Customer acknowledges that they have not relied on any

statement, promise, representation, assurance or warranty made or given by or on behalf of Mercedes-Benz Cars which is not set out in these terms and that the Customer shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

#### B. Contract Formation, Transfer of Rights and Duties

Purchase of a Mercedes-Benz ServiceCare Plan via <https://servicecare.mercedes-benz.co.uk>

1. Upon completing the ordering process on the Mercedes-Benz ServiceCare Plan webpages, the Customer will have made to Mercedes-Benz Cars a binding offer to enter into a contract. To place such orders, the Customer must have an email account. The ordering process consists of the following steps.
  - a. The Customer selects the type of plan and number of services they want and the vehicle these shall be in relation to (“Vehicle”).
  - b. The Customer’s personal data, including email address and billing address (if different from the home address) are collected.
  - c. The Customer chooses from one of the payment methods described in Part E.
  - d. The Customer may review all of the information one more time and, if necessary, correct it before completing the ordering process with the click of the “Pay Now” button.

The Customer may, by scrolling upwards, correct any entry errors before transmitting their order. Information that is either missing from or incorrectly entered in the mandatory fields will be identified in red font and bordered in red.

The order data and the general terms and conditions (including the information concerning the right of withdrawal) can be viewed again in the order confirmation, which is sent to the Customer via email after the order is placed, and may be printed from there in file format.

2. An order confirmation email will be sent to the Customer. The order confirmation is sent merely as notice to the Customer about the receipt of their offer and will not yet form a





contract, i.e. it will not be deemed an acceptance of the Customer's offer.

3. A contract will come into existence when Mercedes-Benz Cars has confirmed its acceptance of the order either via an email to the Customer, or a letter posted to the Customer's home address. The date of this email or letter shall be when the contract will come into existence.
4. Unless terminated earlier for any reason set out in these terms and conditions, the contract shall run from the date detailed in Part B section 3 until the later of:
  - a. the number of servicing instances selected by the customer during the sales process set out in Part B section 1 have been completed by a Retailer; or
  - b. the expiry of the term of the Mercedes-Benz ServiceCare Plan selected plus 6 months within which the customer must take their servicing instances.

Purchase of a Mercedes-Benz ServiceCare Plan via a Retailer Location completed by the Retailer team member

5. Upon completing the ordering process with the Retailer team member, the Customer will have made to Mercedes-Benz Cars a binding offer to enter into a contract. The ordering process consists of the following steps.
  - a. The Customer selects the type of plan and number of services they want and the Vehicle these shall be in relation to.
  - b. The Customer's personal data, including email address and billing address (if different from the home address) are collected.
  - c. The Customer chooses from one of the payment methods described in Part E.
6. An order confirmation email will be sent to the Customer (where email address supplied by the Customer). If no email address is supplied, the order confirmation will be printed by the Retailer and provided to the Customer. The order confirmation is sent or provided merely as notice to the Customer about the receipt of their offer and will not yet form a contract, i.e. it will not be deemed an acceptance of the Customer's offer. The order data and the general terms and conditions (including the information concerning the right of withdrawal) can be viewed in the order confirmation.
7. A contract will come into existence when Mercedes-Benz Cars has confirmed its acceptance of the order either via an email to the Customer, or a letter posted to the Customer's home address. The date of this email or letter shall be when the contract will come into existence.
8. Unless terminated earlier for any reason set out in these terms and conditions, the contract shall run from the date detailed in Part B section 7 until the later of:
  - a. the number of servicing instances selected by the customer during the sales process set out in Part B section 5 have been completed by a Retailer; or
  - b. the expiry of the term of the Mercedes-Benz ServiceCare Plan selected plus 6 months within which the customer must take their servicing instances.

Purchase of a Mercedes-Benz ServiceCare Plan via the telephone

9. Upon completing the ordering process via the telephone with Mercedes-Benz Cars, the Customer will have made to Mercedes-Benz Cars a binding offer to enter into a contract. To place such orders, the Customer must have an email account. The ordering process consists of the following steps.
  - a. The Customer selects the type of plan and number of services they want and the Vehicle these shall be in relation to.
  - b. The Customer's personal data, including email address and billing address (if different from the home address) are collected.
  - c. The Customer chooses from one of the payment methods described in Part E.
10. An order confirmation email will be sent to the Customer (where email address supplied by the Customer). If no email address is supplied, the order confirmation will be printed by the Retailer and provided to the Customer. The order confirmation is sent or provided merely as notice to the Customer about the receipt of their offer and will not yet form a contract, i.e. it will not be deemed an acceptance of the Customer's offer. The order data and the general terms and conditions (including the information concerning the right of withdrawal) can be viewed in the order confirmation.
11. A contract will come into existence when Mercedes-Benz Cars has confirmed its acceptance of the order either via an email to the Customer, or a letter posted to the Customer's home address. The date of this email or letter shall be when the contract will come into existence.
12. Unless terminated earlier for any reason set out in these terms and conditions, the contract shall run from the date detailed in Part B section 7 until the later of:
  - a. the number of servicing instances selected by the customer during the sales process set out in Part B section 9 have been completed by a Retailer; or
  - b. the expiry of the term of the Mercedes-Benz ServiceCare Plan selected plus 6 months within which the customer must take their servicing instances.

**C. Right of Withdrawal, Consequences of the Withdrawal**

**Right of withdrawal**

1. The Customer has the right to change their mind and withdraw from this contract within 14 days without giving any reason, and receive a refund of any payment made (subject to Part D section 2).
2. The withdrawal period will expire 14 days from the day on which Mercedes-Benz Cars write to the Customer to confirm it accepts the Customer's order. However, if a Retailer has completed services under the Mercedes-Benz ServiceCare Plan at the Customer's request during the 14 days period, the Customer must pay Mercedes-Benz Cars for the services in accordance with Part D section 5.



3. To exercise their right of withdrawal, the Customer must inform Mercedes-Benz Cars by either:
  - a. Email to PC.servicecontract@daimler.com,
  - b. By post to Service Contracts Administration Team, Mercedes-Benz Cars UK Limited, Delaware Drive, Tongwell, Milton Keynes, MK15 8BA
  - c. By calling the Service Contracts Administration Team on (0370) 242 6200to confirm that they wish to withdraw from this contract by an unequivocal statement. The Customer may use the model withdrawal form at Annex 1, but it is not obligatory.
4. To meet the withdrawal deadline, it is sufficient for the Customer to send their communication concerning their exercise of the right of withdrawal before the withdrawal period has expired.
2. Mercedes-Benz Cars have the right to end its contract with the Customer on reasonable notice for any reason other than those set out in Part D section 1. If the contract ends in these circumstances, the Customer shall be refunded all payments received from them, less any costs incurred for servicing work already completed. The Customer's statutory rights under the law will remain unaffected thereby.
3. The Customer has the right to end their contract with Mercedes-Benz Cars at any time. If the Customer ends the contract before its expiry, other than due to a breach of the contract by Mercedes-Benz Cars, the Customer shall be refunded all payments received from them, less any costs incurred for servicing work already completed and minus a reasonable administration fee of £40 plus VAT. The Customer's statutory rights under the law will remain unaffected thereby.

#### Effects Of Withdrawal

5. If the Customer withdraws from this contract, Mercedes-Benz Cars shall reimburse to the Customer all payments received from them, less any costs incurred for servicing work completed, without undue delay and in any event not later than 14 days from the day on which Mercedes-Benz Cars are informed about the Customer's decision to withdraw from this contract. Mercedes-Benz Cars will carry out such reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, they will not incur any fees as a result of such reimbursement.
6. The model withdrawal form mentioned in the foregoing information is appended at Annex 1 to these general terms and conditions.
7. The right of withdrawal in this section C applies to consumers only. A consumer is any natural person who concludes a legally binding transaction for purposes that cannot be attributed primarily to his or her commercial or independent professional work.

#### D. Cancellation of the contract - other than in accordance with Part C

1. Mercedes-Benz Cars have the right to end its contract with the Customer immediately where:
  - a. the Customer fails to make payment as and when this is due;
  - b. the Customer breaches any of these terms and fails to remedy such breach (if it is possible) within a reasonable period; or
  - c. The Customer's behavior results in the Retailers or Mercedes-Benz Cars refusing to carry out servicing work.
2. If, the contract is ended in these circumstances, the Customer shall be refunded all payments received from them, less any costs incurred for servicing work already completed and minus a reasonable administration fee of £40 plus VAT. The Customer's statutory rights under the law will remain unaffected thereby.

4. On the ending of the contract, however that may occur, the Customer shall remain liable for all sums outstanding at the point of ending the contract for services completed before the ending of the contract by Mercedes-Benz Cars or Retailers. The Customer shall make payment immediately of any such outstanding sums on the ending of the contract.

#### E. Prices

1. Price information for the Mercedes-Benz ServiceCare Plan displayed on the Mercedes-Benz Cars website or as detailed to the Customer verbally shall be generally be understood as final prices and includes the statutory value added tax (VAT).
2. Should any additional work requirements be identified by a Retailer:
  - a. during the completion of servicing work; and
  - b. that are not covered by the Mercedes-Benz ServiceCare Planthen the Customer shall be contacted by the Retailer to request authorisation to complete any such additional services and the Customer will be liable to the Retailer for any such additional costs as agreed.
3. All price information shown on the Mercedes-Benz Cars website and Mercedes-Benz Cars order confirmation shall be revocable and nonbinding in the case of an error due to typos or calculation errors.

#### F. Payment

##### Payment via credit or debit card

1. The Customer may choose as an option to pay through credit/debit card. The individual steps and options for payment are explained during the ordering process on the Mercedes-Benz ServiceCare Plan website, via the Retailer team member or Service Contracts Administration Team

**Payment via Direct Debit**

2. The Customer may choose as an option to pay via direct debit. The individual will provide certain information which allows Mercedes-Benz Cars to create the Direct Debit request with the Customers chosen bank. This will create a Direct Debit mandate which will be sent via post to the Customer confirming details of the Direct Debit request to the Customers chosen bank.
3. Direct Debit payments shall be collected automatically on the 15th of the month providing this is not a weekend or bank holiday, in which case they will be taken on the next working day after the 15th. Mercedes-Benz Cars may amend this date from time to time. In certain circumstances beyond the control of Mercedes-Benz Cars a Direct Debit payment may be collected on an alternative date.
4. In certain circumstances, following the commencement of the agreement for the Mercedes-Benz ServiceCare Plan, the Customer may have a larger first payment than the regular monthly sum collected via Direct Debit. This will be dependent on the date on which the agreement for the Mercedes-Benz ServiceCare Plan commences and the date on which the Direct Debit payment is collected. An example of the circumstances in which this may occur is as follows: *Double payment – for Customers whose Mercedes-Benz ServiceCare Plan contract starts on the 20th January, the initial payment will be taken on 15th February to cover the months of January and February. Triple payment – for Customers whose Mercedes-Benz ServiceCare Plan contract starts on the last working day of the month, a triple payment is taken as their initial payment. For example if the Mercedes-Benz ServiceCare Plan contract starts on the 31st January, the initial payment will be taken on 15th March to cover the months of January, February and March.*
5. Should the Customer cancel the Direct Debit mandate before all sums due under the Mercedes-Benz ServiceCare Plan have been collected, the Customer shall remain liable for any sums outstanding for which they shall be required to make payment immediately.
6. Mercedes-Benz Cars reserves the right to exclude certain methods of payment.
7. The Customer acknowledges that failure by a bank to make payment on a due date shall not absolve the Customer from its obligation to make the payment on time.
8. If the Customer delays payment of any amount payable by them under this contract, by more than four weeks, Mercedes-Benz Cars is entitled to charge monthly interest thereon at a rate of 4% per annum over National Westminster Bank PLC Base Rate from the date on which the delayed payment first became due and payable.

**; "Delivery and Tender of the Services**

1. General information on any Mercedes-Benz Cars or Retailer website about the availability or delivery of services by a Retailer will not serve as binding service dates.
2. Should the Customer wish to obtain servicing work within 3 months of the commencement of the Mercedes-Benz ServiceCare Plan, they shall be required to purchase one more service instance than number of years for which the contract will run until it expires

**Servicing works included**

3. Subject to any provision that states otherwise in these terms, the services under the Mercedes-Benz ServiceCare Plan will be delivered during the contract period purchased by the Customer.
4. The services to be provided shall include the performance of consecutive service tasks carried out in relation to the Vehicle in the United Kingdom as recommended in the Mercedes-Benz Cars Owner's Manual applicable to the Vehicle, including the supply of lubricants and other materials required for such tasks. More specifically, this shall include:-

**Diesel / Petrol / Hybrid / Plug-In Hybrid Vehicles**

Items completed at every service:

- All service tasks as fully specified within the Electronic Service Sheet as published to the Retailers at the website [www.servicemercedes.co.uk](http://www.servicemercedes.co.uk), and carried out according to the applicable Mercedes-Benz Cars technical publications;
- All safety, electronic and mechanical items checked as per manufacturer's specification;
- Measurement of wear on all wear items such as brake pads, brake discs, wipers and recording of the percentage of wear, where required; and
- AdBlue level checked and topped up by maximum of 10 litres (any additional litres is to be paid for by the customer).

Items replaced at every service:

- Engine oil
- Oil filter
- Sump plug washer

Items replaced every 2 years:

- Brake Fluid
- Key Fob Battery

Items checked and replaced subject to age and mileage (varies by model/engine):

- Combination filter
- Air filter
- Spark plugs
- Fuel filter
- Automatic transmission oil filter, gasket, seal and fluid.





## EQ Battery Electric Vehicles

Items completed at every service:

- All service tasks as fully specified within the Electronic Service Sheet as published to the Retailers at the website [www.servicemercedes.co.uk](http://www.servicemercedes.co.uk), and carried out according to the applicable Mercedes-Benz Cars technical publications;
- All safety, electronic and mechanical items checked as per manufacturer's specification; and
- Measurement of wear on all wear items such as brake pads, brake discs, wipers and recording of the percentage of wear, where required.

Items replaced at a service every 2 years:

- Brake Fluid
- Key Fob Battery

Items checked and replaced subject to age and mileage (varies by model/engine):

- Combination filter

Mercedes-Benz Cars continually monitor the appropriateness of all service items and therefore the above included service items may be subject to change without notice by Mercedes-Benz Cars.

## Servicing works excluded for ALL Vehicles

5. Items checked and replaced subject to age and mileage (varies by model/engine):

- The rectification of damage caused by:
  - accidents or force;
  - the use in the Vehicle of parts other than spare parts which meet Mercedes-Benz specifications;
  - the use in the Vehicle of oils or other service products which have not been approved by Mercedes-Benz Cars;
  - neglect, misuse, abuse or improper handling of the Vehicle, which shall include, but not be limited to, overloading and unauthorised modifications of the Vehicle;
  - the use of the Vehicle for any application other than normal road use for the carriage of passengers and normal domestic effects, all luggage and towing of trailers within the recommended towing capacity of the Vehicle;
  - persons other than the authorised representatives and employees of the Retailer having performed work on the Vehicle; or
  - failure of the Customer to abide by its obligations under these terms and conditions.
- Repair to or replacement of any friction material including, but not limited to, brake pads, brake discs, wiper blades, tyres;
- Other work not specified in the relevant Mercedes-Benz Cars Owner's Manual (including, but not limited to, electrical or mechanical repairs);

- Roadside assistance, recovery or provision of any courtesy vehicle;
- The repair of damaged glass;
- The maintenance of any paint work on the Vehicle;
- The repair and maintenance of any bodywork or equipment not fitted to the Vehicle as originally manufactured;
- The carrying out of any modifications required by law including, but not limited to, safety recalls;
- Daily or other regular checks including, but not limited to, the maintenance of coolant levels, lubricant levels, tyre pressures, anti-freeze additives, any other regular checks specified in the Owner's Manual for the Vehicle and the provision of lubricants (such as AdBlue) and materials required for these between services;
- Repairs carried out under any warranty given at the time of sale of the Vehicle;
- Test fees and/or any repairs associated with such testing;
- Bulbs;
- Servicing work required where a Vehicle accepted on a Mercedes-Benz ServiceCare Plan has an incomplete service history. This is work required to bring the Vehicle up to the standard expected of a vehicle as if servicing work had been undertaken to give it a complete service history;
- Associated costs for Live Traffic updates for connected cars via Mercedes me; and
- Map update discs / downloads to the Satellite Navigation system.

## Customer requirements for servicing works

6. In order for the services to be completed under the Mercedes-Benz ServiceCare Plan, the Customer shall ensure:

- they make the Vehicle available at a Retailer by prior appointment in a reasonably clean condition at, or within, a reasonable period before the relevant service interval or, as and when reasonably requested by the Retailer for the performance of servicing;
- that all instructions for use of the Vehicle contained in the Mercedes-Benz Owner's Manual for that Vehicle have been and shall be carried out accurately and fully by the Customer;
- that if any defect or failure occurs in the Vehicle all reasonable measures shall be taken to complete repairs without delay, and to minimise the occurrence of any further damage to the Vehicle; and
- that the Retailer may, in its absolute discretion but having made reasonable efforts to obtain the customer's prior approval, procure and fit to a Vehicle any replacement part or parts that it deems necessary for the efficient, safe and reliable operation of the Vehicle and the Customer shall pay the necessary cost of this.

## Delays

7. Delays and operational disruptions that occur at:

- Mercedes-Benz Cars;
- Retailers; or
- their suppliers



which prevent or delay Retailers or Mercedes-Benz Cars, from delivering the services or completing any of their obligations under the Mercedes-Benz ServiceCare Plan, will suspend the duty of delivery during the period that Mercedes-Benz Cars and / or the Retailer cannot complete the services or their obligations. If the period of delay or non-performance continues for a period of 7 days, Mercedes-Benz Cars may terminate the Mercedes-Benz ServiceCare Plan immediately.

### **Servicing works required not covered by the Mercedes-Benz ServiceCare Plan**

8. The Customer acknowledges that the Retailer may be required to contact the Customer if during any servicing under the Mercedes-Benz ServiceCare Plan it is required to complete any works that are excluded under Part G sections 5 or 6. The Customer shall be required to authorise such additional works and will be liable to the Retailer for any such additional costs as agreed.
9. When, in the reasonable opinion of the Retailer, any part or component of the Vehicle is:
  - defective beyond repair;
  - or is impairing, or likely to impair, its efficient, safe and reliable operation; or
  - likely to cause further damage to that Vehicleand the rectification of such defect is outside the scope of the services included under the Mercedes-Benz ServiceCare Plan, the Retailer may notify the Customer of such opinion, and recommend the replacement of the part or component.

If the Customer refuses to have the recommended work carried out then the Retailer may withhold the release of the Vehicle until the Customer has signed a document confirming they were notified of such work and has refused to obtain the required services.

Following the signing of this document, Mercedes-Benz Cars may terminate the Mercedes-Benz ServiceCare Plan and provide a refund (where applicable) in accordance with these terms.

### **Quality of servicing works**

10. Mercedes-Benz Cars warrants that services provided under the Mercedes-Benz ServiceCare Plan shall be carried out by a Retailer using reasonable care and skill.
11. Subject to Part G sections 12 and 13, if:
  - the Customer gives notice in writing to Mercedes-Benz Cars that some or all of the services do not comply with the warranty set out in Part G section 10; and
  - gives Mercedes-Benz Cars a reasonable opportunity (either itself or via a Retailer) of examining such vehicle on which services have been performed,

then where the Customer is not a consumer, Mercedes-Benz Cars (either itself or via a Retailer) shall, at its option, recomplete any services that are found to be defective, or refund the price of such defective services in full, should it be determined that the services were not provided using reasonable care and skill.

If the Customer is a consumer, then the Customer may at its discretion elect either for Mercedes-Benz Cars (via a Retailer) to repeat or fix a service if it has not been carried out with reasonable care and skill, or get some money back if it is not possible for Mercedes-Benz Cars to fix the defective services.

12. Mercedes-Benz Cars shall not be liable for a failure of the services to comply with the warranty set out in Part G section 10 if:

- the Customer makes any further use of the vehicle on which services have been provided after giving notice of defects in accordance with Part G section 11;
- the defect arises because the Customer failed to follow Mercedes-Benz Cars or a Retailer's oral or written instructions as to the storage, use and maintenance of a vehicle on which services have been performed or (if there are none) reasonable practice regarding the same;
- the Customer alters or repairs the vehicle on which services were performed without the written consent of Mercedes-Benz Cars or a Retailer;
- the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- the services differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

13. As far as is legally possible, Mercedes-Benz Cars and the Retailers' only liability to the Customer if the services fail to comply with the warranty set out in Part G section 10, is as set out in Part G section 11.

### **H. Complaints**

1. The Customer may contact Mercedes-Benz Cars regarding questions and complaints about delivered services via the Customer Assistance Centre on (00800) 9777 7777 or by email to [cs.uk@cac.mercedes-benz.com](mailto:cs.uk@cac.mercedes-benz.com).
2. If the Customer is a consumer and are unable to resolve their complaint using Mercedes-Benz Cars customer complaints process they are advised to ask The Motor Ombudsman to review the complaint.
3. More information is available at [www.themotorombudsman.org](http://www.themotorombudsman.org) or by calling 0345 241 3008. The Customer can also make contact with The Motor Ombudsman writing to 71 Great Peter Street, London, SW1P 2BN. Should The Motor Ombudsman be unable to assist, the Customer is advised to contact their



local trading standards office for further information regarding alternative dispute resolution.

4. Any dispute or claim arising out of or in connection with a contract between Mercedes-Benz Cars and the Customer or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

#### I. Liability – Customer who is a Consumer

Mercedes-Benz Cars responsibility for loss or damage suffered by the Customer if they are a **consumer**:

1. Mercedes-Benz Cars are responsible to the Customer for foreseeable loss and damage caused by it. If Mercedes-Benz Cars fail to comply with these terms, it is responsible for loss or damage the Customer suffers that is a foreseeable result of Mercedes-Benz Cars breaking this contract or Mercedes-Benz Cars failing to use reasonable care and skill, but Mercedes-Benz Cars are not responsible for any loss or damage that is not foreseeable. Foreseeable loss or damage occurs where its occurrence is either obvious or, at the time the contract was made, both Mercedes-Benz Cars and the Customer knew it could occur.
2. Mercedes-Benz Cars do not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by Mercedes-Benz Cars' negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Customer's legal rights in relation to the goods and for defective goods under the Consumer Protection Act 1987.
3. Mercedes-Benz Cars are not liable for business losses. If the Customer is a consumer Mercedes-Benz Cars only supply the services to them for domestic and private use. If the Customer requires the services for any commercial, business or re-sale purpose Mercedes-Benz Cars liability to the Customer will be limited as set out in clause J.

#### J. Liability – Business Customer

1. Nothing in these terms shall limit or exclude Mercedes-Benz Cars liability for:
  - a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - b. fraud or fraudulent misrepresentation;
  - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - d. any matter in respect of which it would be unlawful for Mercedes-Benz Cars to exclude or restrict liability.

2. Except as stated above, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

3. Subject to Part J, section 1:

- a. Mercedes-Benz Cars shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between Mercedes-Benz Cars and the Customer; and
- b. Mercedes-Benz Cars total liability to it for all other losses arising under or in connection with any contract between the parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by the Customer for services under such contract.

#### K. Other important terms

1. Mercedes-Benz Cars will only use your personal information as set out in the Mercedes-Benz Cars Privacy Policy, which can be found here <http://www.mercedes-benz.co.uk/Privacy>.
2. Mercedes-Benz Cars may transfer its rights and obligations under these terms to another organisation. We will tell you in writing if this happens and ensure the transfer will not affect your rights under the contract.
3. The Customer will need the consent of Mercedes-Benz Cars to transfer this contract to someone else. The Customer may only transfer their rights or their obligations under these terms to another person if the plan has been paid for upfront, and Mercedes-Benz Cars agree to this in writing.
4. Nobody else has any rights under this contract unless stated otherwise. This contract is between Mercedes-Benz Cars and the Customer, however a Retailer (following the granting of consent by Mercedes-Benz Cars) may enforce any right enjoyed by Mercedes-Benz Cars under the contract. No other person shall have any rights to enforce any of its terms.
5. Mercedes-Benz Cars may change the packages offered as a part of the Mercedes-Benz ServiceCare Plan at its reasonable discretion for reasons including, but not limited to, changes in relevant laws and regulatory requirements.
6. Mercedes-Benz Cars may write to the Customer to let him know that Mercedes-Benz Cars are going to stop providing the Mercedes-Benz ServiceCare Plan. Mercedes-Benz Cars will provide reasonable notice and will refund to the Customer the difference between the sums he has paid in advance under the Mercedes-Benz ServiceCare Plan to the date of expiry of the said notice, less the cost of the services which have been taken under the Mercedes-Benz ServiceCare Plan as at the same date.



7. Mercedes-Benz Cars may amend these terms at any time. Mercedes-Benz Cars shall write to the Customer to let him know that Mercedes-Benz Cars are amending these terms. Mercedes-Benz Cars will provide reasonable notice (where possible) of the changes to these terms. Should the Customer determine they do not accept the amendments, they shall be entitled to notify Mercedes-Benz that they wish to terminate the Mercedes-Benz ServiceCare Plan in accordance with these terms. On such termination, Mercedes-Benz Cars shall refund to the Customer the difference between the sums he has paid in advance under the Mercedes-Benz ServiceCare Plan to the date of expiry of the said notice, less the cost of the services which have been taken under the Mercedes-Benz ServiceCare Plan as at the same date. The Customer's statutory rights under the law will remain unaffected thereby.
8. The Customer should always refer to the Owner's Manual of their vehicle for the exact servicing schedule and requirements.
9. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
10. Even if Mercedes-Benz Cars delay in enforcing this contract, it can still enforce it later. If Mercedes-Benz Cars do not insist immediately that the Customer do anything they are required to do under these terms, or if Mercedes-Benz Cars delay in taking steps against it in respect of breaking this contract, that will not mean that Mercedes-Benz Cars do not have to do those things and it will not prevent Mercedes-Benz Cars taking steps against the Customer at a later date.
11. These terms are governed by English law and the Customer can bring legal proceedings in respect of the services in the English courts. If the Customer lives in Scotland they can bring legal proceedings in respect of the services in either the Scottish or the English courts. If the Customer lives in Northern Ireland they can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.





**Annex 1**

**MBC Service Contracts – Customer Withdrawal / Cancellation Request Form**

If returning as an email attachment, please email:

pcservicecontract@daimler.com

If returning by post, please send to:

Mercedes-Benz Cars – Service Contracts

Delaware Drive

Tongwell

Milton Keynes

MK15 8BA

**CUSTOMER DETAILS**

Full Name	
Contact Number	
Email Address	
Schedule Number	
Contract Number	
Vehicle Registration	

Please provide the reason for cancellation:
If you are replacing your vehicle with a new Mercedes-Benz or smart Vehicle, please provide the new Registration number:

Date	
Signature	
Print name	