

# Volkswagen EasyDrive Vehicle plan Service

## Terms and Condition

### 1. Nature of the Volkswagen EasyDrive Vehicle plan Service

The Volkswagen EasyDrive Vehicle Plan Service (“the Service Plan”) is the service 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 Service 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 Customer Contract document attached to this Agreement. Extension, purchase of a Service Plan extension is provided for in paragraph 6.

2.2 The Service Plan applies to the territories of South Africa, Botswana and Namibia only.

### 3. Cover

3.1 The Service Plan covers Scheduled services stipulated by the manufacturer in the owner’s manual and Service Plan booklet applicable to the vehicle and vehicle’s Service Plan cover, provided they are performed by a VWSA approved Dealer:

3.2 Should a scheduled service coincide with the full mileage relating to the vehicle’s Service Plan, such service shall be covered if performed within 1,500 kilometres or within 3 months of the Service Plan’s expiry, whichever occurs first.

3.3 The Service Plan **does not cover** the following:

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

3.3.2 Service by a workshop not authorised by VWSA to perform the service.

3.3.3 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.

3.3.4 Any maintenance repairs and wear & tear

3.3.5 Recovery, towing, travelling and related costs (Roadside Assistance)

3.3.6 The repair or replacement of tyres.

3.3.7 Any other item not covered in terms of paragraphs 3.1 and 3.2

### 4. Change of Ownership

4.1 Subject to paragraph 4.2, Service 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 Service Plan contract you must 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 Service Plan. You must notify VWSA in writing of this fact. The Service 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 Service 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 Service Plan contract in the circumstances contemplated in paragraph 4.3 above, at the sole discretion of VWSA.

## **5. Accident Damage**

The owner/driver must notify VWSA of any accidents that the vehicle may have been involved in, and of any damage to the vehicle.

## **6. Extension or Purchase of Service Plan**

6.1 Where the Service Plan is not standard, provided your vehicle is not older than 15 years or its mileage does not exceed 300 000km, which ever may occur first, you may purchase a Service Plan.

6.2 Provided your vehicle has an active Standard EasyDrive Vehicle plan Service Plan and a Standard active warranty, you may purchase a Volkswagen EasyDrive Vehicle plan Maintenance.

6.3 The Service 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 15 years (whichever occurs first) from the date of delivery to the first customer.

6.4 The purchase of Service Plan extension shall be subject to payment of the cost applicable at the time of the extension, upgrade or purchase.

6.5 Quotations are available from any VWSA approved Dealer.

6.6 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 Service 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 Service Plan which may render the fulfilment of VWSA's Service Plan obligations more onerous as a result of such failure.

7.2 The effective date of the cancellation of the Service 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 Service Plan are invalid and unenforceable such provisions shall be amended to remove the invalidity and the remainder of the Service Plan shall remain valid and binding.

## **9. Law and Jurisdiction**

9.1 The Service Plan shall be construed, enforced and performed in accordance with the laws of the Republic of South Africa.

9.2 Any disputes arising from the Service 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 Service 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 Service Plan or any consensual cancellation of the Service 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 Service Plan Agreement, the signatory warrants that he/she is authorized to do so.