

## General Terms and Conditions for Digital Extras

### Mercedes-Benz UK Limited

#### A. Scope of Application, Identity of the Seller

These General Terms and Conditions for Digital Extras (hereinafter referred to as "GTC") of Mercedes-Benz UK Limited (Company Number: 02448457; VAT Number: GB 225 0270 08), registered office Delaware Drive, Tongwell, Milton Keynes, Buckinghamshire, MK15 8BA (hereinafter referred to as the "Seller") apply to the purchase of the rights to use Digital Extras via the Mercedes me Store.

#### B. Mercedes me Store

1. The operator of the Online-Stores is Mercedes-Benz UK Limited.
2. Ordering Process
  - a. By sending the order, the Customer submits a binding offer of contract to the respective Seller.
  - b. To place an order, the Customer must have logged-in to their Mercedes me user account and linked to their vehicle to the account.
  - c. The ordering process consists of the following steps:
    - In step one, the Customer selects the type and number of Digital Extras the Customer wants as well as - if necessary - the desired term.
    - In step two, the Customer's personal data needed to process the order (including, but not limited to, name, address, payment method) are taken from the Mercedes me user account. The Customer may only change their data in their Mercedes me user account.
    - In step three, the Customer selects a payment method and, if applicable, the delivery method.
    - In the final step, the Customer may review all of the information again and, if necessary, correct it before completing the ordering process by clicking the order button. At this point, the Customer can take note of the Seller's general terms and conditions ("Seller's GTC") as well as view the Seller's other legal texts, such as their cancellation policy and data protection information.
  - d. Before submitting the order, the Customer has the opportunity to check all entries, including any input errors, and to correct them using the buttons with the pencil symbol in the respective topic block.
  - e. When ordering Digital Extras, the Customer receives an acceptance (order confirmation) immediately after receipt of the order.

- f. The order data are stored by Mercedes-Benz UK Limited to process the order.
  - g. The Customer is also able to view his/her order history in the Mercedes me Store.
3. The prices shown include statutory value added tax (VAT).
4. The available payment options are displayed at the start of the ordering process.

### **C. Formation of Contract when Ordering Digital Extras; Activation**

1. By completing the ordering process in the Mercedes me Store, the Customer makes the Seller a legally binding offer to enter into a contract. The contract for the Digital Extras shall be concluded upon acceptance by the Seller, which the Seller declares by sending the order confirmation. The legal texts applicable to the order (such as the general terms and conditions of the Seller, withdrawal policy, withdrawal form and, if applicable, other legal texts) can be seen in the order confirmation in printable form, and can be printed from there in file format. The Customer will receive this order confirmation via his/her chosen channel of communication, either directly to his email address or in the "My messages" inbox of the Mercedes me user account, along with a text to his mobile phone number.
2. Immediately after completing the order process, the Seller will activate the Digital Extras. Permanent activation takes place for certain Digital Extras. To enable full use the Digital Extras, further steps may be required by the Customer (e.g. connection of the vehicle to the vehicle back-end infrastructure after starting the engine).

## D. Right of Withdrawal, Effects of Withdrawal

### 1. Withdrawal Instruction

#### **Withdrawal Information**

#### **Right of Withdrawal**

The Customer has the right to withdraw from the contract within 14 days without giving any reason.

This withdrawal period will expire after 14 days from the day of the contract conclusion.

To exercise their withdrawal right, the Customer must notify the Seller via one of the following methods:

**Post** - Mercedes-Benz UK Limited, c/o Mercedes-Benz Customer Assistance Centre Maastricht N.V (CAC), P.O. Box 1456, 6201 BL Maastricht, The Netherlands;

**Telephone** - 00800 9 777 77 77;

**Fax** - +49 711 21768006; or

**Email** - mercedes\_me\_connect@cac.mercedes-benz.com.

of their decision to withdraw from the contract by means of an unambiguous statement (e.g. a letter sent by post or an email). For this purpose, the Customer may use the attached sample withdrawal form; but, this is not obligatory.

To meet the withdrawal deadline, it is sufficient for the Customer to send their notice concerning their exercise of the withdrawal right before the expiration of the 14 day withdrawal period.

#### **Effects of the Withdrawal**

If the Customer withdraws the contract, the Seller shall reimburse to the Customer all payments received from them, including the costs of delivery (with the exception of the supplementary costs resulting from their choice of a type of delivery other than the least expensive type of standard delivery offered by the Seller).

The reimbursement payment shall be made:

- without undue delay and in any event not later than 14 days from the day on which the Seller is informed about the Customer's decision to withdraw from this contract; and
- using the same means of payment, which the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise.

In any event, the Customer will not incur any fees as a result of such reimbursement.

## 2. Sample Revocation Form

This right of withdrawal applies to **consumers** only.

### Sample Revocation Form

(Please complete this form and return it to us if you wish to revoke the contract):

- To Mercedes-Benz UK Limited
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale for the provision of the following goods or the performance of the following Services (\*):

[INSERT DETAILS OF PRODUCTS ORDERED]

- Ordered on (\*) /received on (\*)
- Name of consumer(s)
- Address(es) of consumer(s)
- Consumer signature(s) (only for notification in writing)
- Date

(\*) Delete as appropriate

## E. Prices

The stated prices are the retail prices (including, the applicable statutory VAT) for the right to use the Digital Extras for a chosen vehicle with activation for the agreed term, or with once-only activation for an unspecified time. However, all price information shown on the Mercedes me Store webpages and in the Seller's order confirmation shall be understood revocable and nonbinding and could contain possible typos, printing errors or calculation errors.

## F. Payment

1. The individual steps and options for payment are explained and described during the ordering process in the Mercedes me Store.
2. Payment for Digital Extras is always due in advance.

## G. Right of Use/Term, Conditions of Use, Termination

1. There are Digital Extra which the Customer can **activate** for a certain period, and

Digital Extras that are **permanently enabled** without a fixed term. All Digital Extras are vehicle-specific and can only be activated or enabled for the chosen vehicle.

2. For the entire term of an activated Digital Extras, the Customer must possess a Mercedes me user account and a vehicle linked to it, and must have given consent to the "Terms of use for Mercedes me connect and smart control Services" of Mercedes-Benz UK Limited in their current version. If the Customer deletes his Mercedes me user account, de-links his vehicle, objects to the "Terms of Use for Mercedes me connect and smart control Services" of Mercedes-Benz UK Limited in their current version (including for good cause) or relocates his/her residence outside the respective Mercedes me connect contractual area, this shall not release him from his obligation to pay for the use of Digital Extras. In this case, there will also be no (pro rata) refund of fees already paid.
3. For Digital Extras with a **limited term**, the right of use will end automatically at the end of the contractual term. An extension of use is possible via the Mercedes me Store and requires a new order. The Seller is entitled to alert the Customer about the forthcoming expiration of the term either by email or via a message to the "My messages" in-box of the Mercedes me user account, along with a text to his/her mobile phone number.
4. Should Mercedes-Benz UK Limited block the Services or terminate the "Terms and conditions for Mercedes me connect and smart control Services" of Mercedes-Benz UK Limited for good cause, the Customer will receive no (pro rata) reimbursement of fees he has paid for the relevant Digital Extras to Mercedes-Benz UK Limited. The same applies if the Customer deletes his user account or unlinks his vehicle.
5. In the case of Digital Extras which are **permanently activated**, the Customer is entitled to permanent use for an indefinite period over the lifetime of the vehicle after the vehicle purchase. For the activation, the Customer must have linked his/her vehicle to the Mercedes me user account for the duration of the activation. For the activation, the vehicle must be started once and a connection to the vehicle back-end infrastructure of Mercedes-Benz Group AG must be established. The Customer can find further information in his/her Mercedes me user account. In order to check whether the Digital Extra has been activated, the vehicle regularly establishes a connection to the vehicle back-end infrastructure of Mercedes-Benz Group AG and transmits the vehicle identification number in the process. In addition, this connection regularly transmits information about which Digital Extra is activated in the vehicle. The permanently activated Digital Extra can continue to be used after the activation even if the vehicle is unlinked from the Mercedes me user account after the activation.

## H. Availability and Transfer of Digital Extras

1. If the Seller is unable to transfer the ordered Digital Extra to the Customer through no fault of its own because Mercedes-Benz Group AG has not transferred the Digital Extra to the Seller despite the existence of an associated contract, the Seller may cancel the contract with the Customer. If Digital Extras that have previously been paid for cannot be transferred, then the Seller must without promptly notify the Customer via the communication channel specified by the Customer, by email or via a message to the "My messages" inbox of the Mercedes me user account, along with a text to his/her mobile phone number, and shall promptly reimburse the Customer for the payments already received. Any further statutory claims of the Customer shall remain unaffected thereby.
2. Partial transfers of Services, when two or more Fee-Based Services are ordered will be permissible to the extent that this would be deemed reasonable for the Customer.
3. Events and operational disruptions that occur at the Seller or Mercedes-Benz Group AG and temporarily prevent the Seller, through no fault of its own, from transferring the Fee-Based Service, will release the duty of performance during the period of defective performance/default triggered by such circumstances.
4. If similar disruptions should lead to a postponement of contractual performance for a substantial period after acceptance of the order, then the Customer may terminate the contract. Any further rights will not be affected thereby.

## I. Complaints about Services

1. The Customer can address his/her questions and complaints to the following contact:

Mercedes-Benz  
Customer Assistance Centre Maastricht N.V (CAC)  
P.O. Box 1456,  
6201 BL – Maastricht  
The Netherlands

Contact Form      Telephone number\*

Link to contact form 00800 9 777 77 77

\*Free of charge from landline, mobile phone charges may differ

Note: As described in the Mercedes-Benz UK Limited "Terms of Use for Mercedes me connect and smart control Services", restrictions, inaccuracies, impairments and malfunctions may occur with the Digital Extras. In addition, the Services could change as described in the agreement concluded between the Customer and Mercedes-Benz UK Limited or as described in the Mercedes me Store.

2. The description of the Digital Extras in the Mercedes me Store or in the respective Mercedes-Benz UK Limited "Terms of Use for the Mercedes me connect and smart control Services" shall not be deemed to create a guarantee.
3. This section does not apply to claims for damages. Those claims will be governed by Part J Liability

## **J. Liability**

1. The Seller's responsibility for loss or damage suffered by the Customer if they are a **consumer**:
2. The Seller is responsible to the Customer for foreseeable loss and damage caused by it. If the Seller fails to comply with these terms, it is responsible for loss or damage the Customer suffers that is a foreseeable result of the Seller breaching this contract or the Seller failing to use reasonable care and skill, but the Seller is not responsible for any loss or damage that is not foreseeable.
3. The Seller does 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 the Seller's 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 Services and for defective Services under the Consumer Protection Act 1987.
4. The Seller is not liable for business losses. If the Customer is a consumer the Seller only supplies the Services to him for domestic and private use. If the Customer is deemed to have obtained the Services for any commercial, business or re-sale purpose, the Seller's responsibility for loss or damage suffered by the Customer will be as set out in Part K, sections 5 to 7.
5. Nothing in these terms shall limit or exclude the Seller's 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 the Seller to exclude or restrict liability.
- 6. 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.
- 7. Subject to Part K, sections 5 and 6:
  - (a) the Seller 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 the Seller and the Customer; and
  - (b) the Seller's 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. Further Rights, Jurisdiction, Governing Law and Address for Service of Process**

- 1. Any dispute or claim arising out of or in connection with a contract between the Seller 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.
- 2. The Seller may transfer its rights and obligations under these terms to another organisation.
- 3. The Customer will need the consent of the Seller to transfer its rights to someone else. The Customer may only transfer their rights or their obligations under these terms to another person if the Seller agree to this in writing.
- 4. Nobody else has any rights under this contract. This contract is between the Seller and the Customer. No other person shall have any rights to enforce any of its terms.
- 5. 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.



6. Even if the Seller delays in enforcing this contract, it can still enforce it later. If the Seller does not insist immediately that the Customer do anything they are required to do under these terms, or if the Seller delays in taking steps against the Customer in respect of breaking this contract, that will not mean that the Customer does not have to do those things and it will not prevent the Seller taking steps against the Customer at a later date.
7. If the Customer is a consumer and are unable to resolve their complaint using the Seller's customer complaints process they are advised to ask Motor Codes Limited to review the complaint. More information is available at [www.motorcodes.co.uk](http://www.motorcodes.co.uk). The Customer can make contact with Motor Codes Limited by writing to 71 Great Peter Street, London, SW1P 2BN or calling 0800 692 0825. Should Motor Codes Limited be unable to assist, the Customer is advised to contact their local trading standards office for further information regarding alternative dispute resolution.
8. Address for service of process purposes:

Mercedes-Benz UK Limited, Delaware Drive, Tongwell, Milton Keynes,  
Buckinghamshire, MK15 8BA

**Important:** For purposes of the exercise of the right of withdrawal, the addresses listed in the information concerning the right of withdrawal shall apply. Please direct questions and complaints to the CAC hotline shown in Part I, section 1.