

## General Terms and Conditions for Digital Extras

***Mercedes-Benz New Zealand Ltd***

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

These General Terms and Conditions for Digital Extras (hereinafter referred to as "GTC") of Mercedes-Benz New Zealand Ltd, Level 3 Office Tower, 277 Broadway Newmarket, Auckland 1023 New Zealand hereinafter referred to as "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 New Zealand Ltd.
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 his/her Mercedes me user account and linked his/her vehicle to the account.
  - c. The ordering process consists of the following steps:
    - The Customer selects the type and number of Digital Extras he/she wants as well as - if necessary - the desired term.
    - The Customer's personal data needed to process the order (e.g. name, address, payment method) are taken from the Mercedes me user account. The Customer makes changes to these data only in his/her Mercedes me user account.
    - In a further step, 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 New Zealand Ltd 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 VAT.
  4. The available payment options are displayed at the start of the ordering process.

#### **C. Conclusion of a 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 he/she declares by sending the order confirmation. The legal texts applicable to the order (such as the general terms and conditions of the Seller, cancellation policy, cancellation 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 form. The Customer will receive this order confirmation via his/her chosen channel of communication, either directly to his/her email address or in the "My messages" inbox of the Mercedes me user account, along with a text to his/her 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. Revocation Right for Consumers

### 1. Revocation Instruction

#### **Revocation Information Revocation Right**

You have the right to withdraw from this contract within 14 days without giving any reason.

The revocation period will expire after 14 days from the day of the contract conclusion.

To exercise your revocation right, you must notify us Mercedes-Benz New Zealand Ltd 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, Email [mercedes\\_me\\_connect@cac.mercedes-benz.com](mailto:mercedes_me_connect@cac.mercedes-benz.com).) of your decision to withdraw from this contract by means of an unambiguous statement (e.g. a letter sent by post or an email). For this purpose, you may use the attached sample cancellation form; however, it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your notice concerning your exercise of the right of cancellation before the cooling-off period has expired.

#### **Effects of the Revocation**

If you revoke this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

## 2. Sample Revocation Form

### Sample Revocation Form

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

- On
- I/we hereby revoke the contract concerning the purchase of the following goods/the performance of the following Services as concluded by me/us
- Ordered on/received on
- Name of consumer(s)
- Address(es) of consumer(s)
- Consumer signature(s) (only for notification in writing)
- Date

## E. Prices

The stated prices are the retail prices 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.

## 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 Extras 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 Extra, 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 New Zealand Ltd user account, de-links his/her vehicle, objects to the "Terms of Use for Mercedes me connect and smart control Services" of Mercedes-Benz New Zealand Ltd 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/her from his/her

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 New Zealand Ltd block the Services or terminate the "Terms and conditions for Mercedes me connect and smart control Services" of Mercedes-Benz New Zealand Ltd for good cause, the Customer will receive no (pro rata) reimbursement of fees he/she has paid for the relevant Digital Extras to Mercedes-Benz New Zealand Ltd. The same applies if the Customer deletes his/her user account or unlinks his/her 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 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 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 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. Force majeure and operational disruptions that occur at the Seller or Mercedes-Benz 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 more than fourteen days after acceptance of the order or a missed binding transfer date, then the Customer may rescind 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

Telephone number\*

00800 9 777 77 77

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

Note: As described in the Mercedes-Benz New Zealand Ltd "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 New Zealand Ltd 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 New Zealand Ltd "Terms of Use for the Mercedes me

connect and smart control Services" does not give rise to any *guarantee* or any *procurement risk irrespective of fault*.

3. This section does not apply to claims for damages. These are subject to liability.

## **J. Liability**

1. In the event that the Seller is liable in accordance with applicable laws for damages caused by slight negligence, the liability of the Seller shall be limited as follows: Liability exists only if material, immanent obligations arising from the contract for the use of the Services have been violated, for example those which are imposed upon the Seller by the terms of use in accordance with the content and purpose of the contract or whose performance is a prerequisite for the due and proper performance of the contract, on which the Customer would normally rely and is entitled to rely. This liability is limited to typical damage foreseeable at the time when the contract comes into being.
2. No-fault liability of the Seller for faults already existing at the time of concluding the contract (§ 536 a Clause 1 BGB) is excluded.
3. Regardless of the issue of fault, this shall not prejudice the liability of the Seller if the Seller has provided a guarantee or accepted a procurement risk, or under the terms of the German Product Liability Act or other applicable product liability laws.
4. Personal liability on the part of the legal representatives, vicarious agents and employees of the Seller is excluded in cases of damage resulting from the Seller's slight negligence.
5. The aforementioned limitations on liability and exclusion of liability do not apply to damages resulting from the grossly negligent or wilful violation of the obligations of the Seller, its legal representatives or its vicarious agents, or in the event of harm to life, limb or health.

## **K. Final Provisions**

1. If the Customer is a merchant, legal entity in public law or a special fund under public law, the sole court of jurisdiction for all disputes arising from the contractual relationship between the Customer and the provider is Stuttgart, Germany. The same court of jurisdiction applies if the Customer has no general place of jurisdiction in Germany, moves his/her domicile or usual place of residence outside Germany after conclusion of the contract, or his/her domicile

or usual place of residence is unknown.

2. This present relationship between the Customer and the Seller is governed and construed in accordance with the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sales of Goods **unless mandatory national consumer protection regulations under the law of the country in which the Customer is domiciled or has his/her place of habitual residence take precedence to the benefit of the Customer.** This could, for example, result in liability of the Seller that extends beyond the liability set out in Clause 11.
3. Should one or more of the foregoing provisions be or become invalid, the validity of the remaining provisions herein will not be affected thereby.
4. Address for service of process purposes:

[Mercedes-Benz New Zealand Ltd], Level 3 Office Tower, 277 Broadway  
Newmarket, Auckland 1023 New Zealand

**Important:** For purposes of the exercise of the right of revocation, the addresses listed in the information concerning the right of revocation shall apply. Please direct questions and complaints to the CAC hotline listed above.

#### **L. Information on Online Dispute Resolution**

The EU Commission has established an Internet platform for the online resolution of disputes ("ODR platform"). The ODR platform serves as a contact point for the extra-judicial settlement of disputes concerning contractual obligations arising from online purchase contracts. You can access the ODR platform via the following link: <http://ec.europa.eu/consumers/odr>

#### **M. Note pursuant to Section 36 of the German Act on Resolution of Consumer Disputes (VSBG)**

The Seller will not take part in proceedings to resolve a dispute before a consumer arbitration body in accordance with VSBG, nor is it obliged to do so.