

Conditions

The following conditions below must be met and a breach/non-compliance of the following conditions will automatically void and terminate this agreement:-

- i. The Vehicle must be continued to be only fully serviced and maintained by a Mercedes-Benz authorized dealer/service center in accordance with the manufacturer specifications during the extended warranty period.
- ii. The extended warranty only applies to repair/replacement of the hybrid battery including labor needed within the extended warranty period for the Vehicle should the hybrid battery fail due to a defect such as defective material or workmanship (regular wear and reduction of battery capacity is not covered).
- iii. The repair or replacement of the hybrid battery must be carried out at a Mercedes-Benz authorized service center/dealership.
- iv. Mercedes-Benz Malaysia Sdn Bhd reserves the right to modify the premiums if program benefits or coverage developed and finalized for this program is different from assumptions.
- v. In the event of a repair or replacement, Mercedes-Benz Malaysia Sdn Bhd may, at its own discretion, either replace or repair the defective part. Parts replaced become the property of Mercedes-Benz Malaysia Sdn Bhd.

Exclusions

- i. In the event the hybrid battery is required to be replaced pursuant to this agreement, Mercedes-Benz Malaysia Sdn Bhd or the authorized service center/dealer is not responsible to compensate the owner/customer for the loss of use of the vehicle, transportation costs or to provide a courtesy vehicle during the period the selected model vehicle is sent to the Mercedes-Benz authorized service center/dealership for the said repair or replacement.

- ii. The extended warranty does not cover defects which existed prior to, or was caused by a condition which existed prior to the agreement date.
- iii. The extended warranty does not cover any loss, damage, liability or costs directly or indirectly to the Hybrid battery which is caused by or contributed to or arising from or consequence of:
 - any parts and components not listed under the heading of Scope of Extended Warranty in this agreement.
 - the Vehicle being used for racing, competitions, rallies, motor sporting events or of a purpose for which it is not licensed.
 - any alterations or modifications to the Vehicle or the Hybrid battery not approved by Mercedes-Benz Malaysia Sdn Bhd or the manufacturer or the use or fitting of any parts or accessories that do not conform with the manufacturer's specifications or modification of a component from the manufacturer's specifications.
 - damage to the Hybrid battery resulting from accident, fire, flood or other casualty or losses that would be covered under a Motor Insurance Policy.
 - Abuse or the continued use of the vehicle after a fault has become evident.
 - claims where the fault causing the damage to the hybrid battery that was evident prior to the date of this agreement.
 - consequential loss of any kind and punitive damages.
 - liabilities to third parties, war, kindred risks and nuclear or radiation risks.
- iv. The following are not covered:
 - Any items not listed under the Scope of warranty section of the terms and conditions.
 - If the Vehicle had been declared a total loss, salvaged or junk vehicle.
 - Repairs performed without Mercedes-Benz Malaysia Sdn Bhd's prior written authorization.
 - Expenses charged for non-specific materials or shop supplies.
 - Breakdown caused by or involving collision, fire, theft, vandalism, riot, terrorist acts, war, political risk (e.g. confiscation), criminal acts, explosion, lightning, earthquake, volcanic eruption, windstorm, hail, water, freezing or flood.
 - Loss of time, economic loss, inconvenience, lodging, food, freight charges, core charges, storage charges, or other consequential loss or damage that resulted from the replacement or repair of the hybrid battery.

- Breakdown or damage to the hybrid battery when contaminated fluids caused or contributed to the breakdown or damage.
- Breakdown or damage to the Hybrid battery caused by or involving modifications unless those modifications were performed by Mercedes-Benz Malaysia Sdn Bhd.
- Consequential or incidental damage or loss should the Vehicle be involved in a collision.
- Damage caused by abuse, misuse, alterations, or lack of customary maintenance as recommended in the maintenance requirements of the agreement and/or in the manufacturer's maintenance schedule for the selected model vehicle.
- Damage to the Hybrid battery caused by rust or weather related corrosion.
- Damage to the Hybrid battery resulting from the failure of a non-covered part.
- Vehicles where odometer has been stopped, altered or misrepresents the vehicle's actual mileage.
- Diagnosis charges, cost of disassembly or assembly if the repair or replacement is not covered or has been denied.
- Additional loss or damage which is occasioned by you or the operator of the Vehicle failure to use all reasonable precautions to protect the vehicle from any further loss or damage after a breakdown or failure has occurred or been indicated.
- Repairs made solely to meet or maintain any governmental emission standards.