

General Terms and Conditions for Digital Extras

Mercedes-Benz New Zealand

A. Scope of Application and Identity of the Seller

These General Terms and Conditions for Digital Extras (hereinafter referred to as "Seller GTC") of Mercedes-Benz New Zealand Limited, Level 3 Office tower, 277 Broadway, Newmarket, Auckland, New Zealand (hereinafter referred to as "Seller") apply to the purchase of the rights to use Digital Extras via the Mercedes-Benz Store.

B. Mercedes-Benz Store and Contract Options

1. The Mercedes-Benz Store is provided and run by Mercedes-Benz New Zealand.
2. In the Mercedes-Benz Store, the Customer can generally choose from among the following contract options for Digital Extras:
 - a. Having the Digital Extras provided for an indefinite term of contract with monthly payment and monthly option to terminate (hereinafter referred to as "Subscription")
 - b. Having the Digital Extras provided for a definite fixed term of contract
 - c. Having the Digital Extras provided for an unlimited period of time
3. Ordering process in the Mercedes-Benz Store
 - a. By sending the order, the Customer submits a binding offer of contract to the Seller.
 - b. To place an order, the Customer must have logged in to his/her Mercedes-Benz account and linked his/her vehicle to it.
 - 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 the desired contract option.
 - The Customer's personal data needed to process the order (e.g. name, address, payment method) are taken from the Mercedes-Benz account. The Customer makes changes to these data only in his/her Mercedes-Benz 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. Here, the Customer can take note of the Seller GTC as well as viewing other legal texts, such as the cancellation policy, the cancellation form, and the privacy notice.
 - 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 to process the order.

- g. The Customer is also able to view his/her order history in the Mercedes-Benz Store.
- 4. The prices shown include statutory GST.
- 5. The available payment methods are displayed at the start of the ordering process.
- 6. Unless otherwise specified in these Seller GTC, the scope of services for the respective Digital Extras, their conditions of use, availabilities and any other information are based on the respective service description on the product detail page in the Mercedes-Benz Store. The scope of services may vary depending on the vehicle type and equipment. On the product detail page, the Customer is also able to view which specific Digital Extras technically work and can be used in the linked vehicle if he/she logs into the Mercedes-Benz Store with his/her Mercedes-Benz account. If multiple Digital Extras are offered as a bundle in a package, the total price shown for the package applies, regardless of whether it is impossible to use individual Digital Extras in a package due to a lack of technical availability.

C. Conclusion of a Contract when Ordering Digital Extras; Activation and Enabling

- 1. By completing the ordering process in the Mercedes-Benz Store, the Customer makes the Seller a legally binding offer to enter into a contract. The contract for the Digital Extras is concluded upon acceptance by the Seller, which he/she confirms by sending the order confirmation. The legal texts applicable to the order (such as the Seller GTC, cancellation policy, cancellation form and, if applicable, other legal texts) can be seen in the order confirmation in a printable format, and can be printed from there in file format. The Customer receives this order confirmation via his/her chosen channel of communication, i.e. either to his/her email address or in the "My messages" inbox of the Mercedes-Benz account, along with a text message to his/her mobile phone number.
- 2. If Digital Extras are provided to the Customer as a **Subscription** or for a **definite fixed term of contract**, they are activated and the term of contract starts immediately after the conclusion of contract pursuant to section C (1).
In a few exceptional cases, the start of the contract term for Digital Extras that are provided to the Customer for a **definite fixed term of contract** may be delayed because additional steps by the Customer are required (e.g. connecting the vehicle to the vehicle back-end infrastructure after engine start).
Digital Extras that are provided to the Customer **for an unlimited period of time** are permanently enabled by the Seller immediately after conclusion of contract. Additional steps by the Customer may also be required for this (e.g. connecting the vehicle to the vehicle back-end infrastructure after engine start) – regarding this, see section G (3).
- 3. In exceptional cases, it may take several hours after conclusion of contract for the Customer to be able to fully utilise the Digital Extras.

D. Right of Withdrawal for Consumers

- 1. Model instructions on withdrawal

Right of withdrawal

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

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

To exercise the right of withdrawal, you must inform us Mercedes-Benz New Zealand, c/o Mercedes-Benz Customer Assistance Centre Maastricht N.V (CAC), P.O. Box 1456, 6201 BL Maastricht, Netherlands; telephone: 0800 622 277; e-mail: me-connect.nzl@cac.mercedes-benz.com ; Operating hours: 8 am 8pm NZT) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from 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.

The right of withdrawal applies only to consumers. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside the consumer's trade, business or profession.

2. Model withdrawal form

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To Mercedes-Benz New Zealand, Mercedes-Benz New Zealand, c/o Mercedes-Benz Customer Assistance Centre Maastricht N.V (CAC), P.O. Box 1456, 6201 BL Maastricht, Netherlands; telephone: 0800 622 277; e-mail: me-connect.nzl@cac.mercedes-benz.com ; Operating hours: 8 am 8pm NZT)
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*) / for the provision of the following Digital Extras (*),

- Ordered on (*) / received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate.

E. Prices

The stated prices are the end prices for the right to use the Digital Extras for a chosen vehicle including activation for the agreed term of contract resp. including one-time enabling for a provision for an unlimited period of time.

F. Payment

1. The individual steps for the payment and payment methods are explained and described during the ordering process in the Mercedes-Benz Store.
2. Payment for Digital Extras that the Customer purchases as a Subscription is effected **on a monthly basis**. Payment for Digital Extras that the Customer purchases for a definite fixed term of contract or an unlimited period of time is effected on a **one-time basis**. Payment is always due in advance in each case.
3. The first time that a Digital Extra is ordered as a Subscription, the Customer receives a free **trial month** for the Digital Extra in the chosen vehicle. The respective **billing period** for the monthly payment always begins on the day of the month corresponding to the day of the contract conclusion and ends on the day preceding the day of the contract conclusion in the following month. The Customer can view the next billing date of the monthly billing period for the respective Digital Extra by logging into the Mercedes-Benz Store under "My orders"/"All subscriptions".

G. Right and Conditions of Use

1. There are Digital Extras which the Customer can **activate** for a certain period, and Digital Extras that are **permanently enabled** without a term (unlimited).

All Digital Extras are vehicle-specific and can only be activated or enabled for the chosen vehicle.

2. The Customer's use of Digital Extras provided to him/her either as a Subscription or for a definite fixed term of contract requires permanent acceptance of the "Terms of Use of Digital Extras and smart control Services" (hereinafter referred to as " MB Digital Extras GTC ") of Mercedes-Benz New Zealand and the terms of use of Mercedes me ID in their respective current version, permanent linking of the vehicle with the Mercedes-Benz account and activation of the Digital Extras.
If the Customer terminates at least one of the terms of use (including for good cause),

unlinks the vehicle, deactivates the Digital Extras or moves his/her place of domicile outside the Mercedes-Benz Digital Extras contractual area, the Digital Extras can no longer be provided and used by the Customer. Nor does this absolve him/her from the obligation to pay for the use of the Digital Extras. In this case, there will also be no (pro rata) refund of fees already paid.

3. For the Customer's purchase of the Digital Extras that are provided to him/her for an unlimited period of time and are thus permanently enabled by the Seller, the Customer must have linked the vehicle to the Mercedes-Benz account for the duration of the said enabling. For the enabling, 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-Benz account. In order to check whether the Digital Extra has been enabled, 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 enabled in the vehicle. The permanently enabled Digital Extra can continue to be used after enabling even if the vehicle is unlinked from the Mercedes-Benz account after enabling.
4. Software updates for the Digital Extras are provided to the Customer under the statutory requirements.
5. Provision and use of the Digital Extras is otherwise subject to the provisions of the respective current version of the MB Digital Extras GTC to be accepted by the Customer.

H. Term of Contract, Termination and Switching

1. For Digital Extras with a **definite fixed term of contract**, the right to use automatically ends when the agreed term of contract expires without requiring separate termination. An extension of the use option can be acquired via the Mercedes-Benz Store and requires a new order.
The Seller is entitled to alert the Customer about the forthcoming expiration of the term of the contract via his/her chosen channel of communication, i.e. either by email or via a message to the "My messages" inbox of the Mercedes-Benz account, along with a text to his/her mobile phone number.
2. For Digital Extras that the Customer has purchased **as a Subscription**, the right to use initially exists for an indefinite term of contract, but it is ended by termination. The Customer can terminate the Subscription at any time at the end of the billing period, i.e. up to 23:59 on the last day of a billing period, by logging into the Mercedes-Benz Store and clicking the button "Terminate subscription" under "My orders"/"My subscriptions".
The Seller has the right to terminate the Subscription with a notice period of 14 days from the end of the billing period.
The Customer receives the notice of termination by Seller via his/her chosen channel of communication, i.e. either to his/her email address or in the "My messages" inbox of the Mercedes-Benz account, along with a text message to his/her mobile phone number. In the event of termination, the Digital Extras in the vehicle concerned will be deactivated upon expiration of the contract.

3. The right of extraordinary termination for good cause remains unaffected for the Customer and the Seller. The sale or permanent transfer or surrender of the vehicle does not entitle the Customer to an extraordinary termination for good cause. Among other cases, the Seller has good cause if the Customer fails to meet his/her payment obligations in two successive billing periods for a Digital Extra that he/she purchased as a Subscription.
Notice of termination for good cause must be provided in writing. For the Seller, this includes the Customer's chosen channel of communication, i.e. either to his/her email address or in the "My messages" inbox of the Mercedes-Benz account, along with a text message to his/her mobile phone number. For the Customer, the written format includes e.g. an e-mail to the CAC (see section J (1)).
4. However, without access to the Mercedes-Benz account or without access to the respective vehicle, termination by the Customer is only possible by email to the contact address provided, with seven days' notice to the end of the respective invoicing period. The same applies in the event that Mercedes-Benz New Zealand blocks the Digital Extras or terminates the MB Digital Extras GTC for good cause. In this case too, there is no (pro rata) refund for the Customer.
5. For Digital Extras that are provided to the Customer **for an unlimited period of time** and are thus permanently enabled by the Seller, the Customer is entitled to permanent use for an unlimited period of time over the life of the vehicle after purchase.
6. For Digital Extras Customer has purchased **as a Subscription**, the Customer may switch to another Subscription by terminating the previously purchased Subscription pursuant to section H (2) and ordering a new Subscription in the Mercedes-Benz Store.
For Digital Extras that the Customer has purchased for a **definite fixed term of contract**, he/she can switch to a Subscription or chose another product in the Mercedes-Benz Store before this agreed term of contract expires by ordering one in the Mercedes-Benz Store. In such a case, however, the Customer loses all his/her remaining previously used definite fixed term of contract – without any (pro rata) refund of costs.

I. Availability and Transfer of Digital Extras

1. If the Seller is unable to provide the ordered Digital Extra to the Customer through no fault of its own because Mercedes-Benz AG has not provided 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 provided, then the Seller must without promptly notify the Customer via the communication channel specified by the Customer, i.e. either by email or via a message to the "My messages" inbox of the Mercedes-Benz 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 provisions of Digital Extras, when two or more fee-based Digital Extras are ordered, are permissible to the extent this would be deemed reasonable for the Customer.
3. In the event of 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

providing the fee-based Digital Extras, the duty of performance no longer applies during the period of defective performance/default caused 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 provision date, then the Customer may rescind the contract. Any further rights will not be affected thereby.

J. Complaints about Digital Extras

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

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

Contact Form General Contact Request

Telephone number* 0800 622 277

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

Note: As described in the MB Digital Extras GTC of Mercedes-Benz New Zealand, restrictions, inaccuracies, impairments and defects may occur with Digital Extras. The Digital Extras may also change as described in in the MB Digital Extras GTC of Mercedes-Benz New Zealand resp. in the Mercedes-Benz Store.

2. The description of the Digital Extras in the Mercedes-Benz Store or in the relevant MB Digital Extras GTC of Mercedes-Benz New Zealand does not give rise to any *guarantee* or any *procurement risk irrespective of fault*.
3. This section J does not apply to claims for damages. These are subject to section K Liability.
4. If the Customer is a consumer as defined in section 13 German Civil Code (BGB) and the subject matter of the contract is also the provision of digital content or digital services, and the vehicle is also unable to perform its function without these digital products, the statutory provisions of sections 327 et seq. BGB apply for this digital content or these digital services.

K. 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 Digital Extras have been violated, for example those which are imposed upon the Seller by the Seller GTC 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 (section 536 (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.

L. 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 section J.
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 Limited, Level 3 Office tower, 277 Broadway,
Newmarket, Auckland, New Zealand, 1023

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.

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.