

## **MobilityPlus - Terms & Conditions (Warranty & Service & Maintenance only)**

1. "MobilityPlus" refers to temporary replacement vehicle ("Replacement Vehicle") being offered to selected MBFSHK's Financing Customer ("Customer") in the event of warranty claim, car service and maintenance; Refer to the Table Scope of Coverage.
2. "MobilityPlus" program is only applicable for new car financing contracts except for car rental and limousine companies.
3. Customer who has enrolled for "MobilityPlus" is entitled to enjoy this privilege for up to a maximum period of 20 days per year. Please refer to the Table Scope of Coverage.
4. The vehicle which will be provided as a Replacement Vehicle will be at MBFSHK authorized service provider's ("the Service Provider") discretion subject to availability.
5. The request for Replacement Vehicle will be made via the authorized Mercedes-Benz dealership which will pass the customer contact information to the Service Provider for processing.
6. Once repairs to the customer's vehicle are completed and notified, customer must return the Replacement Vehicle provided on the Return Day (which is defined as the same working day of the date of completion of the warranty repair or service and maintenance) or 20 days after the Delivery Day (being date of delivery of the Replacement Vehicle to Customer) or at such earlier time upon requested by the Service Provider, in the same condition as the customer has accepted the Replacement Vehicle on the Delivery Day, whichever is the earliest.
7. Customer is responsible for ensuring that the Replacement Vehicle is returned to the Service Provider with a full tank of fuel. If the fuel tank is not full when the Replacement Vehicle is returned to the Service Provider, MBFSHK or the Service Provider reserves the right to charge the customer for any shortfall at the prevailing price for the fuel plus a handling charge of HKD 300.
8. The customer agrees to ensure that the Replacement Vehicle is:
  - a. used with reasonable care and diligence;
  - b. driven only by a person nominated at the time of the Replacement Vehicle application, who is qualified and entitled to do so and holding all necessary current licenses and permits in respect of the Replacement Vehicle, and such licenses and permits in respect of the driver are full and not provisional;
  - c. not used for driving tuition, racing, speed trials or any other sporting competitions;
  - d. not to be driven outside of Hong Kong; and
  - e. not to be used for any illegal purposes or in any manner that contravenes any applicable laws or regulations.
9. Customer is responsible for any outstanding liability that includes but are not limited to parking costs, summons, insurance claims excess, fuel, tolls, traffic violation(s) and penalties or any amount which is not covered under any motor insurance policy, if any during the "MobilityPlus" usage.
10. Customer confirms that he/she has read and understood the Vehicle Returns Standards attached here. In the event the customer returns the Replacement Vehicle with any unacceptable damage, the customer must undertake to pay MBFSHK or its authorized service provider any additional sums that may become payable pursuant to the said Vehicle Returns Standards. The repair cost will be invoiced to the customer / charge to customer's credit card.
11. Customer is authorizing the use of the listed credit card for payment of any outstanding liability (where applicable) during the "MobilityPlus" usage.
12. Customer must not mortgage, charge, pledge, assign, sell, transfer, underlet or lend the Replacement Vehicle (or any part of it) or attempt to do any of the foregoing. Customer must also not allow (or cause to allow) any pets in the Replacement Vehicle. Customer or any passengers are not allowed (or cause to allow) to smoke in the Replacement Vehicle.
13. Customer is responsible for personal property left in the vehicle.
14. If the utilization of the Replacement Vehicle exceeded the number of days that the customer is entitled, a penalty charge of HKD 2,000 per day will be applicable and payable to the Service Provider.
15. The entitlement for "MobilityPlus" will commence from the date of the contract activation. The "MobilityPlus" program is tagged to the customer vehicle identification no. (VIN) and is not transferrable to another vehicle.
16. Replacement vehicle request and approval can only be triggered by an authorized Mercedes-Benz dealership. Any extension of days for the replacement vehicle usage should be performed through our authorized Mercedes-Benz dealership. Please contact your dealership for further arrangement.
17. If you have any enquiries/ concerns during your "MobilityPlus" usage, you may contact your dealership or +852 2594 8118 for assistance. MBFSHK reserves the right to terminate/vary the program or its terms and conditions as MBFSHK deems fit.

18. "MobilityPlus" is only applicable to the following:
  - a. For Agility & Balloon Hire Purchase contracts - up to 2 years depending on the contract tenure. Any extension of the tenure of contract would not give the customer entitlement to extend "MobilityPlus";
  - b. For Finance Lease & non-Balloon Hire Purchase contracts - up to the end of the first year depending on the contract tenure. Any extension of the tenure of contract would not give the customer entitlement to extend "MobilityPlus".
19. Customer shall indemnify MBFSHK and/or the Service Provider against all liabilities, costs, expenses, damages, losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and expenses) suffered or incurred by MBFSHK and/or the Service Provider arising out of or in connection with:
  - a. any breach, negligent performance or non-performance of this agreement by Customer;
  - b. any damage, loss, theft or destruction of the Replacement Vehicle (which is not covered by any motor insurance policy) arising out of and in connection with Customer's use of the Replacement Vehicle;
  - c. any claim made against Us by a third party arising out of or in connection with the performance of this Agreement or Customer's use of the Replacement Vehicle to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by Customer;
  - d. all fines and fixed penalties incurred by Customer but payable by the Service Provider by virtue of any law applicable to the use of the Replacement Vehicle (including, in addition to any such fine or penalty, a HKD300 fee for handling each of such payment).
  - e. any excess charges arising out of and in connection with an insurance policy which the Service Provider maintain with respect to the Replacement Vehicle.
20. Customer must report any accident, losses or damage to or involving the Replacement Vehicle to the police, and the Service Provider immediately via Emergency Hotline (Tel +852 2193 5839) and submit a full report to the Service Provider with any information that the Service Provider requests in respect of the accident, losses or damage. Further, Customer must obtain the full names, addresses and particulars of the persons involved in the accident, losses or damage and the full names, addresses and particulars of any witnesses. If Customer is not able to comply with any of these conditions, Customer will be personally responsible for the costs of repair of the Replacement Vehicle and any other vehicles involved in the accident, losses or damage and any other losses that MBFSHK or the Service Provider may suffer as a result of the accident, losses or damage. In addition, Customer is responsible for any cost related to the repair work not covered by insurance policy.
21. In case of any dispute, MBFSHK reserves the rights of final and conclusive decision.

*This terms and conditions are subject to changes without prior notice.*

**Table Scope of Coverage**

Product	Finance Package	
	Warranty Claim	Service & Maintenance
<b>Scope Coverage</b>	Replacement Vehicle is available in case of the vehicle required to stay in the authorized Mercedes-Benz dealership for more than 48 hours (inclusive of weekend/public holidays) for warranty repair confirm/certified by the Dealers.	Replacement Vehicle is available in case of the vehicle required to stay in the authorized Mercedes-Benz dealership for more than 48 hours (inclusive of weekend/public holidays) for service and maintenance confirmed/certified by the Dealers.
<b>Replacement Car Utilization Limit</b>	20 days per year <b>(Up to maximum of 5 times per year and accumulate usage is capped at 20 days per year)</b>	

## Vehicle Return Standards - Fair Wear and Tear

### 1.1. Body and Paint

There will be no charge for light damage. The most severe dents will be repaired as cost effectively as possible, but damage that has penetrated the base coat will be charged. Any vehicle wraps or livery will need to be removed and the vehicle returned to its original factory colour.

Acceptable	Not Acceptable
<ul style="list-style-type: none"> <li>(a) Minor body dents, typically those caused by door- to-door contact, provided that:                             <ul style="list-style-type: none"> <li>• they are less than 2cm in diameter — maximum one dent per panel to maximum of two dents</li> <li>• If more than two dents exist, the most severe ones should be repaired</li> </ul> </li> <li>(b) Light surface scratches not through the top coat which can be removed by polishing/touch up.</li> <li>(c) Any chipping of paintwork that can be attributed to normal usage (e.g. chips caused by stones flying off public road surfaces) provided that they do not penetrate the vehicle base coat nor show signs of corrosion.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Any excessive chipping of paintwork arising from non-public road use e.g. gravel drives, industrial sites or private roads.</li> <li>(b) Any chipping and scratching of paintwork that has penetrated the base coat and/or has caused corrosion of any kind which cannot be polished out.</li> <li>(c) Dents on swage lines or folder edges. Dents on high profile panels, i.e. bonnets/wheel arches, etc.</li> <li>(d) Industrial, chemical fall-out or other forms of contamination.</li> <li>(e) Body panel misalignment not consistent with manufacturer’s finish.</li> <li>(f) Previous body repairs and paint rectification if there is evidence of poor colour match, ripples, preparation marks, visible overspray, masking lines or excess dirt in paint. Excess paint chips which detract from the overall appearance of Replacement Vehicle, or panel.</li> <li>(g) Under-body damage affecting the structural integrity of the Replacement Vehicle.</li> <li>(h) Damaged aerials. Drilled holes for telephone aerial fittings where the aerial has been removed.</li> </ul>

### 1.2. Bumpers and Body Mouldings

Acceptable	Not Acceptable
<ul style="list-style-type: none"> <li>(a) Scuff marks up to 5cm, which do not adversely affect the overall appearance of the Replacement Vehicle.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Discoloured, loose, cracked, distorted, gouged or split bumpers and mouldings that require replacement, plastic welding or painting.</li> <li>(b) Dented bumpers and/or any dents penetrating through to the base material where painted.</li> <li>(c) Repairs not conforming to original finish and specification.</li> </ul>

### 1.3. Glass

Acceptable	Not Acceptable
<ul style="list-style-type: none"> <li>(a) Chips on windscreen, which are less than 0.5cm, providing they do not obscure the driver’s line of vision to a maximum of two per windscreen.</li> <li>(b) Headlamp lenses with minor chips, which do not detract from the overall appearance of the Replacement Vehicle or affect the efficiency of the lamp</li> <li>(c) Light scratches around periphery of the windscreen.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Scratches and cracks in glass or stone chips with signs of cracking will need to be repaired.</li> <li>(b) Cracks or damage to the windscreen within the driver’s line of sight.</li> <li>(c) Chips greater than 0.5cm.</li> <li>(d) Incompatible window etchings.</li> <li>(e) All lamps must be operational, holes or cracks in the glass or plastic covers of lamp units are not acceptable.</li> </ul>

#### 1.4. Interior

The interior of your Replacement Vehicle must be in a good condition for the age and mileage of the vehicle. Full set of original Mercedes-Benz keys, codes, Owner's Manual must be complete and left in the Replacement Vehicle.

Acceptable	Not Acceptable
<ul style="list-style-type: none"> <li>(a) Normal wear and tear to carpets, trim, upholstery, etc.</li> <li>(b) Seat cover/trim repairs to a high standard.</li> <li>(c) Texture repairs or colour matching plugs resulting from the removal of telephone/accessory equipment.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Burns to trim, seat covers, headlining and floor coverings requiring repair.</li> <li>(b) Stains or discolouration of a permanent nature.</li> <li>(c) Tears, cuts, rips and holes through seat covers, headlining and floor covering.</li> <li>(d) Broken or damaged interior mouldings trim pads, instrument panel, sun visor or headlining, etc.</li> <li>(e) Holes resulting from the removal of telephone accessory equipment. Telephone fitting kits should be left in-situ wherever possible.</li> </ul>

#### 1.5. Wheels and Tyres

The replacement car must have matching tyres (of a size and premium brand, approved by the manufacturer) on each axle. Spare wheel, tire fit, warning triangle and vehicle jack must also be present.

Acceptable	Not Acceptable
<ul style="list-style-type: none"> <li>(a) Scuffed sidewalls which can be cleaned.</li> <li>(b) Minor scuffing or damage under 2.5cm to the vehicle alloy or steel rim edge or wheel face.</li> <li>(c) Minimum remaining tread of 0.3cm.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Tyres showing uneven wear indicating steering damage, i.e. tyre tread feathering.</li> <li>(b) Remoulds and other substandard tyres.</li> <li>(c) Any gouge, crack, cut, torn or plugged tyre side wall.</li> <li>(d) Less than 0.3cm tread depth.</li> <li>(e) Cracked or distorted wheel trims.</li> <li>(f) Scuff chips and scratches exceeding 2.5cm.</li> </ul>

#### 1.6. Underside

Our service technicians will check the underside of the vehicle for any impact damage.

Acceptable	Not Acceptable
<ul style="list-style-type: none"> <li>(a) Minor dents and deformation, such as stone damage, as long as they have not caused major corrosion. Any suspected impact damage should be investigated and dealt with professionally by a Mercedes-Benz Authorised Workshop.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Significant damage or distortion to chassis components.</li> </ul>

#### 1.7. Oil Leaks

Acceptable	Not Acceptable
<ul style="list-style-type: none"> <li>(a) Some minor oil misting or dampness around seals or gaskets, providing oil drips are not present.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Any serious oil leakage which should be rectified at the earliest opportunity.</li> </ul>

#### 1.8. Luggage Area

Acceptable	Not Acceptable
<ul style="list-style-type: none"> <li>(a) Light soiling from normal use.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Torn rubber aperture seals and paint scratched down to the bare metal.</li> </ul>

**1.9. Door Trim and Linings**

<b>Acceptable</b>	<b>Not Acceptable</b>
(a) A minor amount of scuffing to the door and luggage area treads and sills.	(a) Damaged paintwork down to bare metal and aperture seals that are torn.

**1.10. Rubber Seals**

<b>Acceptable</b>	<b>Not Acceptable</b>
(a) Normal wear resulting in a minimal amount of minor damage and splits to rubber door and other seal.	(a) Evidence of neglect or abuse. If a seal becomes displaced it should be refitted immediately to avoid it becoming trapped or torn.

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