

SERVICE & MAINTENANCE PLAN TERMS AND CONDITIONS

The Agreement is made between Volkswagen Financial Services Ireland Limited, of Block C, Liffey Valley Office Campus, Dublin 22, Ireland, D22CF60 (“the Company”) and the person named in the Summary (“the Customer”).

1. DEFINITIONS:

The key words in this Agreement have the following meanings:

“**Agreement**”: The terms and conditions and the Summary together constitute the Agreement.

“**Contract Period**” means the period commencing on the date of this Agreement and continuing for the number of months, or the number of services as specified in the Summary.

“**Fair Wear and Tear**” means the wear pattern that would normally be associated with any brake, suspension, clutch, and tyre components as demonstrated for the majority of vehicles of a similar age and kilometres within the Volkswagen Group portfolio.

“**Maintenance**”, where applicable means any parts needing repair or replacing due to Fair Wear and Tear during the Contract Period, subject to the exclusions in **Clause 4**.

“**Manufacturer's Service Schedule**” means the schedules relating to the servicing of the Vehicle contained in the handbook supplied to the Customer by the manufacturer.

“**Authorised Service Centre**” means a service centre which holds a franchise from Volkswagen Group Ireland and who is named in the list of authorised participating Service Centers, available from the VWFS Ireland Website.

“**Service**” means all the parts and labour charges needed to comply with the Manufacturer's Service Schedules, including all oils and fluids and brake fluid change, subject to the exclusions contained in **Clause 4**. Upfront

“**Payment**” means the Total Cost of the plan which is payable on the date of this Agreement.

“**Total Contract Kilometres**” means the total kilometres specified in the Summary.

“**Monthly Instalment**” means the amount payable by the customer to the Company each month, as specified in the Summary.

“**Tyres**” mean the repair or supply and fitting of tyres due to Fair Wear and Tear by a Tyre Specialist, subject to the exclusions in **Clause 4**. The Company will choose these tyres, as appropriate for this vehicle. Tyres may only be chosen as an option if Service and Maintenance are also chosen.

Volkswagen Financial Services Ireland Ltd

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Ireland (D22 CF60)

Phone: +353 (0) 1 211 8284

Vat Number: 3473131LH

Registered Number: 602602

Private company limited by shares

Company Directors:

Jens Legenbauer (German)

Tony McPoland

Manuel Davila Rivas (Mexican)

Account: Volkswagen Financial
Services Ireland LTD

Bank Address: Bank of Ireland
2 College Green, Dublin 2

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“**Tyre Specialist**” means the nominated third party selected by the Company for the purpose of providing Tyres.

“**Vehicle**” means the vehicle detailed in the Summary.

2. AGREEMENT

The provisions of this Agreement are valid for Vehicles operated and located in the Republic of Ireland only.

3. OUR OBLIGATIONS

We will accept all agreed costs associated with the Service, or Service and Maintenance or Service, Maintenance and Tyres for the Vehicle, depending on the level of the plan (as detailed in the Summary) and subject to the exclusions in **Clause 4**, for the duration of the Contract Period.

4. EXCLUSIONS

(a) General Exclusions

- (i) The cost of any works that arise, directly or indirectly, as a result of accident or impact damage; misuse; vandalism or negligence by the Customer or any third party (including any failure by the Customer to have the Vehicle Serviced in accordance with the Manufacturer's Service Schedule); failure by the Customer to comply with their obligations under this Agreement.
- (ii) Any form of corrosion to the Vehicle, including but not limited to damage caused by: frost, water, chemical, salt, weather, food & drink, cigarette, oil, fuel or due to the vehicle not being used for long periods.
- (iii) Repair, replacement or alteration of: accessories, components or other parts fitted to the Vehicle after manufacture; car telephones or any other form of in car entertainment, including audio communication and navigation equipment; windscreen or other glass in or on the Vehicle; trim, seating, head linings, fascia and all other interior fittings; body repairs.
- (iv) Fuel and any costs arising from using fuel of the incorrect specification for the Vehicle or contaminated fuel.
- (v) Any costs arising from using oil of the incorrect specification for the Vehicle or contaminated oil.
- (vi) Oil and fluid top-ups between Services.
- (vii) Any repairs that have not been carried out at an Authorised Service Centre or Tyre Specialist.
- (viii) Any work requested outside of the Contract Period.
- (ix) Any work that is subject to the manufacturer's warranty.

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- (x) Any Vehicles or subsequent repairs or work, which is or has been used for racing, trials or rallying, carrying of goods or passengers for hire or reward; including buses and taxis or for driving school purpose.
- (xi) Any repairs not deemed as reasonable Fair Wear and Tear.

(b) Service Excludes

- (i) Maintenance and Tyres.
- (ii) Safety inspections and other legally required inspections such as NCT or CVRT.
- (iii) Cambelt and drivebelt.
- (iv) Roadside assistance, unless otherwise specified.

(c) Maintenance Excludes

- (i) The items described in **Clause 4(a)**.
- (ii) Tyres.

(d) Tyres Excludes

- (i) The items described in **Clause 4(a)**.
- (ii) Accidental damage to tyres.
- (iii) Repair or replacement as a result of kerbing, neglect or damage.
- (iv) Irreparable punctures (including the use of a tyre sealant that renders the tyre irreparable).
- (v) Replacement of non-standard tyres.

5. DISPUTES

In the event of any dispute concerning work being undertaken on the Vehicle and/or the Customer's failure to meet their obligations under this Agreement the Company will (where appropriate) arrange an independent inspection, if requested by the Customer. In the event that the independent inspection finds in the Company's favour the Customer will be liable for the costs of the repairs and/or work and the subsequent cost of the inspection. In the event that the independent inspection finds in the Customer's favour the Authorised Service Centre will be liable for the costs of the repairs and/or work and the subsequent cost of the inspection.

6. CUSTOMER PAYMENT OBLIGATIONS

- (a) The Customer shall pay to the Company either the single Upfront Payment or by Monthly Instalments.
- (b) The Monthly Instalment is based upon the Total Cost of the plan divided by the Payment Term.

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- (c) If the Customer has elected to pay by a single Upfront Payment the Customer must pay the Total Cost of the plan on the date of the Agreement.
- (d) The Monthly Instalments due under the Agreement are inclusive of Value Added Tax at the rate in force on the date of the Agreement. If the rate of Value Added Tax changes the Company shall have the right to vary the amount of the Monthly Instalments to take account of the change.

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7. OTHER CUSTOMER OBLIGATIONS

The Customer shall:

- (a) Ensure that all Service, Maintenance, repair and replacement work to be paid for by the Company under the Agreement is carried out by an Authorised Service Centre or in the case of Tyres, by a Tyre Specialist.
- (b) Ensure that the Vehicle is serviced and maintained in accordance with the Manufacturer's Service Schedule.
- (c) Ensure that all possible claims under the manufacturer 's warranty are made at the appropriate times and that any relevant recall instructions are complied with.
- (d) Inform the Company of any fault or breakdown of the odometer in the Vehicle and ensure that the odometer is repaired as soon as practicable.
- (e) Ensure that the total kilometres of the Vehicle does not exceed the Maximum Contract Kilometres as stated in the Summary.

8. TERMINATION BY THE CUSTOMER

- (a) The Customer may terminate this Agreement upon 30 calendar day's written notice to the Company where the Company is in material breach of its obligations under this Agreement.

9. TERMINATION BY THE COMPANY

- (a) The Company may terminate this Agreement on written notice to the Customer and all amounts paid on the plan will be retained by the Company, if any one of the following apply:
 - (i) The Customer defaults in the payment of any Monthly Instalment or other payment due under the Agreement;
 - (ii) The Customer fails to perform or observe any of the terms or conditions contained in the Agreement;
 - (iii) The Customer enters into any voluntary arrangement with their creditors or the Customer has a receiver appointed for any of their assets;

- (iv) Where the Customer is a limited company; an administrative receiver is appointed over the whole or substantially whole of the Customer's assets, or the Customer passes a resolution for winding up or a winding up petition is presented to the court; or a petition is presented by the Customer or by any of the Customer's directors or creditors for an administration order;
 - (v) Where the Customer is an individual, a petition is presented for bankruptcy;
 - (vi) Where the Customer is a partnership, the partnership is dissolved, or any of the events referred to above occur in relation to any of the partners;
 - (vii) False information has been given by the Customer in connection with the making of the Agreement which the Company has relied on.
 - (viii) Where the vehicle is stolen or written off.
- (b) In the event of a termination where the value of the Customer's claims have exceeded the value of the Customer's payments made to the Company, the Customer may be charged the difference between the claim value and the payment value.

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10. THE COMPANY'S LIABILITY

- (a) The Company's obligations pursuant to this Agreement to accept the cost of Service or Service and Maintenance or Service, Maintenance and Tyres (as the case may be), shall constitute the full extent of the Company's liability and the Company shall not be responsible for any delay by an Authorised Service Centre or Tyre Specialist in carrying out Service or Maintenance or Tyres; or for any loss, injury or damage, direct or consequential in respect of defective Service or Maintenance performed by an Authorised Service Centre or in respect of defects in, or failure of, goods (including Tyres) supplied by a an Authorised Service Centre or Tyre Specialist.
- (b) The Company does not exclude liability for death or personal injury arising from the Company's own negligence or that of the Company's employees.
- (c) Nothing contained in this **Clause 10** affects the Customer's statutory rights as a consumer.
- (d) The company shall not be liable for maintenance required outside of the Fair Wear and Tear of the vehicle and will not be responsible for any direct or consequential loss, injury, cost, claim or damage in respect of maintenance required outside the Fair Wear and Tear of the vehicle.

11. TRANSFER OF OWNERSHIP

- (a) You may assign this Agreement to any subsequent owners of the Vehicle.
- (b) The agreement is not transferable to another vehicle.

12. CANCELLATION

The Customer may cancel this Agreement with written notice to the Company provided that no Service has been claimed since the commencement of the Agreement. This may be subject to a cancellation fee. In the event that no Service has been claimed, and prior to expiration of this Agreement, a refund of any payment due will be provided to the Customer. Where the contract period has been fulfilled and no Service has been claimed, a refund will not be provided. Unless cancelled in accordance with these cancellation rights, no refund will be made.

13. DEFAULT

If the Customer fails to pay any instalment or sum payable under this Agreement on the due date the Company reserves the right to terminate the Agreement or pursue any outstanding amounts.

14. NO WAIVER

The Company's failure at any time to enforce any provision of the Agreement shall in no way affect the Company's right to require complete performance by the Customer after that nor shall the waiver of any breach of any provision be taken or held to be a waiver of the provision itself.

15. MATTERS BEYOND REASONABLE CONTROL

Neither party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under this Agreement due to any cause outside of reasonable control including an event of force majeure (without limitation) an Act of God, war, riot, terrorism, vandalism, civil commotion, strike, lock-out, industrial dispute, Government control, restrictions or prohibitions or any other Government act or omission whether local or national or any natural catastrophe.

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16. VARIATION

No modification or variation to this Agreement is permissible without the prior written approval of both parties.

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17. JURISDICTION

This Agreement, and all non-contractual disputes arising from or connected with this Agreement, are governed by, and will be construed in accordance with, the laws of Ireland.

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