

## **Audi Essential Service - Terms and Conditions**

#### 1.Introduction

European Motor Distributors Ltd, trading as Audi New Zealand ("Audi NZ") is offering the Audi Essential Service programme to customers of all Eligible Vehicles.

Please read these terms and conditions carefully. These terms and conditions describe what is included and excluded in Audi Essential Service, and outline consumers' rights under New Zealand Law.

There is one Audi Essential Service available for purchase by eligible retail customers, which is set out in this document.

By purchasing the Audi Essential Service, you agree to the following Terms and Conditions:

### 2. Definitions

- (a) Authorised Audi Dealer means a dealer authorised by Audi NZ to sell new and/or demonstrator or used Audi vehicles, parts and accessories and/or to perform Audi warranty, service and repairs on such vehicles that are participating in offering Audi Essential Service.
- (b) Audi Essential Service means the essential service programme, which includes an Audi-approved engine oil and oil filter replacement; a Vehicle Inspection with a report provided to the customer; a logbook stamp for the oil change service; resetting of the service interval display; and a 20% discount off the MRP for any Audi genuine parts purchased and fitted at the time of service.
- (c) New Zealand Consumer Law means the Consumer Guarantees Act 1993, Privacy Act 2020 and the Fair Trading Act 1986.
- (d) **Digital Service Schedule** means vehicles that have their entire service history stored electronically in a secure digital data base.
- (e) **Eligible Vehicle** means any Audi model variant over eight (8) years of age (from the vehicles Warranty Start Date or date of delivery of the vehicle to the original retail customer, whichever is sooner).
- (f) Exclusion means a service or item(s) that is excluded from coverage in the Audi Essential Service.
- (g) Related Party has the same meaning as section 291A of the Companies Act 1993.
- (h) Scheduled Services means the scheduled services set out within your Audi Service Schedule Booklet, or within your local service schedule which cover the parts, labour and fluids for the service items recommended at each Service Interval by the vehicle manufacturer.
- (i) Service Interval means 15,000km or 12 months (whichever occurs first).
- (j) Service Schedule Booklet means the booklet that was supplied with an Audi vehicle outlining the instructions on how to use the vehicle.
- (k) Terms and Conditions means the terms and conditions set out in this document.
- (i) Vehicle Inspection has the meaning given at section four (4) of these Terms and Conditions.
- (m) Warranty Start Date means from the date of delivery of the Audi Eligible Vehicle to the original retail customer for new vehicles or date of first registration by the Authorised Audi Dealer for demonstrator vehicles.

# 3. The Audi Essential Service is available only for use on Eligible Vehicles.

### 4.Inclusions

- 1. An Audi Essential Service will include the following services, provided by a participating Authorised Audi Dealer:
  - a. Audi approved engine oil and a genuine oil filter replacement;
  - b. detailed Vehicle Inspection with report made available to the customer, as set out in section 5.2;
  - c. logbook stamp for oil change service;
  - d. resetting of the service interval display; and
  - 20% discount off the MRP for any additional Audi genuine parts purchased and fitted at the time of the service, subject to section 5 - Exclusions.



- 2. The Vehicle Inspection conducted on Eligible Vehicles is limited to the following:
  - · Windscreen & Body: visual check for damage;
  - Windscreen Wipers & Washers: check function and top-up washers with water;
  - · Horn & Lighting (Interior and Exterior): check for damage and operation;
  - Battery: check condition using approved Audi battery tester and provide results in the digital report;
  - Engine including Ancillaries, Cooling and Fuel Systems: visual check for leaks, levels and damage;
  - Underbody & Exhaust system: visual check for fitment and damage;
  - Gearbox, Final drive, Steering & Suspension: check for play, leaks and damage;
  - Wheels & Tyres: check condition, record tread depth and adjust tyre pressures as necessary;
  - · Tyre repair sealant: check expiry date (if applicable);
  - · Brakes: check condition, brake fluid level and record brake pad thickness
  - · Brake pipes and hoses: check for leaks and damage
  - · Service interval display: reset using approved Audi diagnostic tester; and
  - · Road Test of vehicle.

#### 5. Exclusions

- The Audi Essential Service only extends to those items and services set out in section four (4) of these Terms and Conditions.
- 2. The following items are excluded from the Audi Essential Service (Exclusion):
  - a. the remaining items which are specified in the standard Audi Scheduled Services in accordance with the Audi Service Schedule Booklet or Digital Service Schedule;
  - b. tyre rotation and balancing and wheel alignment where required;
  - tyres are excluded from the 20% discount off the RRP for any additional Audi genuine parts purchased and fitted at the time of the service;
  - d. repair of accident damage to any body, driveline or chassis components;
  - additional maintenance due to modification from the original specification or the use of non-approved parts, fluids or additives;
  - f. normal wear and tear consumable items requiring replacement and parts requiring additional maintenance (including but not limited to clutch linings, brake discs and pads, brake linings, wiper blades, globes of all types (including Bi Xeon and LED), fuses, trims, diesel particulate filters, catalytic converters, all belts, water pumps, tyres, satellite navigation updates and all other parts of your vehicle that have been subject to normal wear and tear);
  - g. items or work required as a result of vehicle misuse or abuse or as a result of the vehicle not being driven in accordance with the manufacturer's specifications and guidelines;
  - h. additional parts, fluids and additives not specified in the Audi Scheduled Services;
  - i. adjustments not specified in the Audi Scheduled Services;
  - j. additional maintenance and repairs that may be recommended by your Authorised Audi Dealer to suit your individual driving characteristics;
  - k. service or maintenance of non-genuine Audi parts;
  - I. service, fitment or maintenance of any accessories, including Audi accessories;
  - m. vehicle recovery, towing or other related travel costs; and
  - work necessary due to fire, flood, force majeure, war, acts of terrorism or any other cause beyond the reasonable control of Audi NZ.



- 3. Participating Authorised Audi Dealers are required to advise you if an Exclusion that requires additional service or maintenance work is necessary. It is the Authorised Audi Dealer's responsibility to inform you prior to that work being undertaken and your written consent should be requested and obtained before the Authorised Audi Dealer undertakes the additional service or maintenance work. Audi NZ is not responsible and will not be held liable for any omission or representation made by the Audi Authorised Dealer in the disclosure of this information.
- 4. The Audi Essential Service is provided by participating Authorised Audi Dealers (Audi Service Centres)

### 6. Your responsibilities

 It is your responsibility to ensure that the Eligible Vehicle is presented at a participating Authorised Audi Dealer during normal working hours for servicing.

#### 2. You must also:

- (a) comply with the instructions in the Audi Service Schedule and take all necessary steps to minimise any vehicle damage in the event of a vehicle defect or failure; and
- (b) maintain, operate and use the vehicle in accordance with the manufacturer's instructions and within the specified operating limitations.

# 7. Statutory Rights and Liability

- These Terms and Conditions do not in any way exclude, restrict, limit or modify those rights or remedies under the New Zealand Consumer Law, including the Consumer Guarantees Act and the Fair Trading Act.
- 2. The carrying out of any work on the Eligible Vehicle under the Audi Essential Service programme may result in the loss of any user-generated data electronically stored within the vehicle (including data, songs, or files stored on the vehicle's hard drive). Please ensure you have backed up any such data before delivering the vehicle for service. Audi NZ and its Authorised Audi Dealers exclude all liability for any loss or damages arising from or in connection with the loss of electronically stored user-generated data.
- 3. Audi NZ otherwise excludes or limits all terms, conditions, warranties and guarantees implied by law or statute to the extent that the exclusion or limitation of those terms, conditions, warranties and guarantees is permitted by law or statute and would not cause this provision to be void or unenforceable.

## 8. Amendment to Terms and Conditions

These Terms and Conditions may be amended from time to time. Amendments are published on the Audi NZ website, and are accessible at <a href="mailto:audi.co.nz">audi.co.nz</a>, and will take effect immediately on publication.

### 9. Privacy Collection Statement

By accepting the services and benefits set out in these Terms and Conditions, you agree to your personal information being used and disclosed for the purpose of providing the Audi Essential Service programme, sending service reminders, as well as providing information about other products or services offered by Audi NZ, its Related Parties and Authorised Audi Dealers.

Audi NZ's privacy policy is available at <u>audi.co.nz</u> and explains how you can access and correct your personal information, how you can make a complaint and how Audi deals with privacy complaints.

## 10. Further Information

For further information, please contact your participating Authorised Audi Dealer or Audi NZ Customer Care at info@audi.co.nz.

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