



Audi

Motoring Plan Contract

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Terms and Conditions

1. This Agreement

- 1.1 This Agreement comprises the Specific Terms and these General Terms and Conditions and applies to the Motoring Plan supplied by the Importer to the Customer named in the Specific Terms (“you” and “your”) in respect of the Audi vehicle described in the Specific Terms (your “vehicle”).
- 1.2 Please read this Agreement carefully, together with your vehicle owner’s manual.

2. Motoring Plan

- 2.1 Your vehicle’s Motoring Plan is as selected by you in the Specific Terms.
- 2.2 Your vehicle’s Motoring Plan runs from the date you enter into this Agreement, being the date of your Customer Confirmation in the Specific Terms.

3. Motoring Plan Interval

- 3.1 Your vehicle must be serviced every 15,000km or 12 months, whichever occurs first. In normal operation this generally means a yearly service. Your vehicle will remind you of an upcoming service via the Driver Information Display in the instrument cluster.

4. Price and Payment

- 4.1 The price for your Motoring Plan is as specified in the Specific Terms (“Price”). If no Price is specified in the Specific Terms, the Price will be as advertised on the Importer’s website.
- 4.2 The Importer may engage the services of a third party payment collection service provider (“Payment Service Provider”) at its sole and unfettered discretion. If so, the Importer may require you to make any payments due to it under this Agreement to that Payment Service Provider.
- 4.3 Subject to clause 5.1, you must pay the Price to the Importer immediately upon entering into this Agreement.

5. Paying via Payment Plan

- 5.1 If the Importer has offered you the opportunity to pay the Price via payment plan and you have accepted that offer, you must pay the Price in equal monthly instalments for the duration of the Payment Plan Term (as specified in the Specific Terms) by way of automatic deduction from your nominated bank account (“Payment Plan”) and clauses 5.2 to 5.5 inclusive will apply.

- 5.2 You will not be charged any fees in connection with any Payment Plan.
- 5.3 You are not entitled to any interest earned on your Payment Plan payments.
- 5.4 Notwithstanding clause 11.1, your Motoring Plan will not transfer with your vehicle upon the sale of your vehicle to a third party unless you pay any unpaid balance of the Price to the Importer prior to selling your vehicle to that third party.
- 5.5 If you are paying via Payment Plan:
 - (a) payment must be effected in the manner described on the Importer's website. This currently involves the use of the Stripe online payment service, administered by Stripe New Zealand Limited as Payment Service Provider;
 - (b) you agree to any terms of use published by Stripe from time to time and authorise Stripe to debit your account direct on a monthly basis in payment of the monthly instalment of the Price;
 - (c) the Importer is not responsible for any decision of Stripe to not allow you to use its payment service;
 - (d) the Importer does not provide any warranties or assurances about Stripe;
 - (e) you may terminate your Payment Plan and request from the Importer a refund of the unused portion of your Payment Plan payments (excluding any interest earned). If you terminate your Payment Plan, the Importer will notify Stripe to cease direct debits of your account; and

- (f) the word "Stripe" in clauses 5.5(a) to 5.5(e) includes any substituted Payment Service Provider for the Payment Plan.

6. Motoring Plan conditions

- 6.1 Your vehicle's Motoring Plan is conditional upon:
 - (a) your vehicle having been serviced by an authorised Audi partner, maintained and operated in accordance with your vehicle's recommended service schedule, your vehicle Owner's manual, any other specifications, guidelines and instructions of the manufacturer, and this Agreement; and
 - (b) all service work on your vehicle under your vehicle's Motoring Plan being carried out at the required time or distance intervals in clause 3.1 by an approved Audi Service Centre.

7. Motoring Plan inclusions

- 7.1 In relation to your vehicle, your vehicle's Motoring Plan covers the cost of:
 - (a) parts and fluids, the exact nature of which depend on your vehicle and your vehicle's recommended service schedule as supplied by the manufacturer, but which typically include engine oil and filter, pollen filter, brake fluid, spark plugs, air filter, drivetrain oils and filters, and windscreen washer fluid top up;

- (b) all original parts requiring placement due to wear and tear given normal operating conditions and use; such as brake pads/rotors, wiper blades, wheel alignment;
- (c) annual Land Transport vehicle inspections (W.O.F.);
- (d) a full electronic diagnostic inspection and installation of any software updates available for your vehicle; and
- (e) labour required in connection with clauses 7.1(a) or (b).

8. Motoring Plan exclusions

8.1 Your vehicle's Motoring Plan does not include:

- (a) items that are deemed by the manufacturer to be consumables and/or subject to wear and tear outside of the normal operating conditions and use:
 - (i) tyres.
 - (b) items or labour required due to:
 - (i) modifications to your vehicle's original specifications;
 - (ii) misuse or abuse of your vehicle;
 - (iii) your vehicle not being driven in accordance with your owner's manual or the manufacturer's specifications, guidelines and instructions;
 - (g) work not carried out by an approved Audi Service Centre.

9. Cancellation

9.1 The Importer may cancel your Motoring Plan where it reasonably considers that your vehicle's odometer has been tampered with or modified.

10. Your other responsibilities

10.1 In addition to your obligations under this Agreement, you are responsible for:

- (a) the cost of anything outside of the scope of clause 7;
- (b) performing regular maintenance checks on your vehicle, in accordance with your owner's manual, for example in respect of fluid level checks and tyre pressures;
- (c) when booking a service for your vehicle, notifying the approved Audi Service Centre of your vehicle's Motoring Plan;
- (d) keeping a copy of your Motoring Plan with your vehicle so that you can present it to the approved Audi Service Centre carrying out a service on your vehicle.

11. Motoring Plan transferable

11.1 If you sell your vehicle, your vehicle's Motoring Plan transfers with your vehicle to the new owner on the terms and conditions of this Agreement, provided that you notify the new owner of the same and hand over the Motoring Plan documentation to the new owner at the point of sale. This clause 11.1 is subject to clause 5.4.

12. Consumer Guarantees Act 1993 ("CGA")

12.1 For the purposes of this Agreement, if you are "in trade"

within the meaning of the CGA and are acquiring the services which comprise the Motoring Plan in trade (within the meaning of the CGA), the provisions of the CGA shall not apply, to the fullest extent permitted by the CGA.

- 12.2 Nothing in this Agreement shall be treated as affecting or is intended to have the effect of contracting out of the provisions of the CGA, except as expressly stated and only to the extent permitted by the CGA, and this Agreement shall be read as modified to the extent necessary to give effect to that intention.
- 12.3 Nothing in these Terms is intended to affect your statutory rights, unless expressly stated.
- 12.4 If you would like information about your rights and remedies under the CGA, please refer to guidance from the Commerce Commission
www.comcom.govt.nz.

13. Right of set-off

- 13.1 The Importer reserves the right to deduct from any amount payable by the Importer to you under this Agreement any amounts that you owe the Importer under or in connection with this Agreement or otherwise.

14. Assignment

- 14.1 This Agreement and your vehicle's Motoring Plan may be transferred or assigned by the Importer to a third party without prior notice to you.

15. Commission

- 15.1 Note that the Importer may pay the Dealer a fee in connection with facilitating your entry into this Agreement.

16. Jurisdiction

- 16.1 This Agreement and any services provided pursuant to your vehicle's Motoring Plan shall be construed in accordance with the laws of New Zealand and you and the Importer irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand to settle any disputes which may arise out of or in connection with your vehicle's Motoring Plan or the services provided pursuant to your vehicle's Motoring Plan.

17. Assistance

- 17.1 For assistance with your Motoring Plan, please contact your Dealer.

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Information is subject to change without notice

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