

MOTORPLAN TERMS AND CONDITIONS.

The Motorplan is a Service and Maintenance Plan for BMW Group vehicles and consists of two sections:

Section A contains the terms and conditions in relation to the service and maintenance, , of any BMW Group vehicle purchased from a BMW authorised Dealer, for specified kilometres or time period (whichever occurs first) indicated as the “Standard Cover” on the Warranty Registration Certificate, applicable to the relevant BMW Group vehicle.

Section B contains additional terms and conditions in the event of the optional purchase of a further (i) Motorplan (Service and Maintenance Plan) after the expiry of the Standard Cover indicated as the “Optional Motorplan” on the Schedule applicable to the relevant BMW Group vehicle or (ii) My BMW/MINI Plans (as the case may be).

SECTION A-Standard Cover.

1. Definitions.

- 1.1. Unless the context otherwise requires:
 - 1.1.1. “BMW Group” means BMW (South Africa) (Pty) Ltd;
 - 1.1.2. “BMW Group vehicle” means a motor vehicle bearing a BMW Group brand which is manufactured, imported or exported and distributed by the BMW Group;
 - 1.1.3. “BMW authorised Dealer” means a dealer appointed by the BMW Group as an authorised BMW Dealer for specific BMW Group vehicles in a specified territory;
 - 1.1.4. “BMW Approved Repair Centre” means a repair centre approved by the BMW Group;
 - 1.1.5. “Cancellation Date” means the date of cancellation hereof in terms of Clause 8;
 - 1.1.6. “Client” means the owner, purchaser or lessee of the Vehicle who is identified as the Warranty/ Motorplan Client in the Warranty Registration Certificate;
 - 1.1.7. “ISP” means an Independent Services Provider who is explicitly not a BMW authorised Dealer and/or BMW Approved Repair Centre
 - 1.1.8. "Sanctions" means trade, economic or financial sanctions, laws, embargoes or restrictive measures imposed, administered or enforced from time to time by any Sanctions Authority;
 - 1.1.9. "Sanctions Authority" means –
 - 1.1.8.1 the United Nations;
 - 1.1.8.2 the European Union;
 - 1.1.8.3 the Council of Europe (founded under the Treaty of London, 1946);
 - 1.1.8.4 the government of the United States of America;
 - 1.1.8.5 the government of the United Kingdom;
 - 1.1.8.6 the government of the Republic of France;
 - 1.1.8.7 the government of Switzerland;
 - 1.1.8.8 the Commonwealth of Australia and

- 1.1.8.9 any of their governmental authorities, including, without limitation, the Office of Foreign Assets Control for the US Department of Treasury (OFAC), the US Department of Commerce, the US State Department or the US Department of the Treasury, Her Majesty's Treasury (HMT) and the French Ministry of Finance.
- 1.1.10. "Sanctioned Entity" means –
- 1.1.9.1 a person, country or territory which is listed on a Sanctions List or is subject to Sanctions and
- 1.1.9.2 a natural person who is ordinarily resident in a country or territory which is listed on a Sanctions List or is subject to Sanctions.
- 1.1.11. "Sanctions List" means –
- 1.1.10.1 the Specially Designated Nationals and Blocked Persons List maintained by OFAC;
- 1.1.10.2 the Consolidated List of Financial Sanctions Targets and the Investments Ban List maintained by HMT and
- 1.1.10.3 any similar list maintained, or a public announcement of a Sanctions designation made, by any Sanctions Authority, in each case as amended, supplemented or substituted from time to time.
- 1.1.12. "Sanctioned Transaction" means any transaction, directly or indirectly, with a –
- 1.1.11.1 a Sanctioned Entity or
- 1.1.11.2 any other person or entity, if the Client has actual knowledge that the person or entity proposes to use the proceeds of the financing or credit for the purpose of financing or providing any credit, directly or indirectly, to a Sanctioned Entity, in each case to the extent that to do so is prohibited by, or would cause any breach of, Sanctions.
- 1.1.13. "Schedule" means the Optional Motorplan or Engine oil Service Schedule (as the case may be) completed by the Client upon the purchase of the Optional Motorplan or My BMW/MINI Plans (as the case may be);
- 1.1.14. "territory" means each of the Republics of South Africa, Botswana, Namibia, Zimbabwe, Mozambique or the Kingdom of Eswatini;
- 1.1.15. "the Vehicle" means the BMW Group motor vehicle described in the Warranty Registration Certificate and operated or controlled by the Client;
- 1.1.16. "Warranty Registration Certificate" means the Warranty/ Motorplan Registration Certificate and Delivery Acceptance Document;
- 1.1.17. Any other reference to a particular gender includes the other gender;
- 1.1.18. Any reference to the singular includes the plural and vice versa; and
- 1.1.19. Any reference to natural persons includes juristic persons and vice versa;

- 1.2. The clause headings have been inserted for convenience only and shall not be taken into account in interpreting the terms and conditions herein.
- 1.3. Words and expressions defined in any clause hereof shall, for the purpose of the clause in question, bear the meaning assigned to such words and expressions in that clause.

2. Undertaking to maintain and service the Vehicle.

Provided that the Vehicle has been purchased and serviced in the territory and the Client adheres to the terms and conditions contained herein, the BMW Group will ensure that the Vehicle is maintained and serviced by a BMW authorised Dealer at no cost to the client in accordance with Clause 3 hereof for the kilometres or time period specified on the Warranty Registration Certificate (whichever occurs first).

3. Maintenance Work.

- 3.1. The following maintenance work on the Vehicle will be covered:
 - 3.1.1. The performance of all maintenance and service work stipulated by the BMW Group in the Service/ Auxiliary Owner's Handbook applicable to the Vehicle;
 - 3.1.2. The supply of engine oil, transmission oil, brake fluid and other lubricants and service products required when carrying out the work;
 - 3.1.3. The performance of any preventative treatment, checks or other work which the BMW Group or BMW authorised Dealer deems necessary, in the absolute discretion of the BMW Group;
 - 3.1.4. The performance of all repairs becoming necessary as a result of normal wear and tear. The decision as to what constitutes normal wear and tear lies solely at the discretion of the BMW Group; and
 - 3.1.5. Subject to the exclusions referred to below, the replacement of parts required in the performance service and maintenance tasks referred to above.
- 3.2. The following work shall not be included in the maintenance work covered herein:
 - 3.2.1. Alterations to or modifications of the Vehicle of whatever nature, and any repairs or alterations necessitated by such alterations or modifications and any consequential damages resulting from such alterations or modifications;
 - 3.2.2. The repair or maintenance of any accessory, component or equipment not fitted to the Vehicle when it was originally manufactured and any consequential damages as a result of such fitment;
 - 3.2.3. The repair or replacement of any windscreen, windows, damaged, glass, carpets, trim, seat covers, soft top canvas, paintwork or body panels;
 - 3.2.4. Any measures stipulated in the BMW Owner's Handbook to be carried out in preparing the Vehicle for extended periods of storage;
 - 3.2.5. The repairs of any damage caused to the Vehicle as a result of an extended period of storage;

- 3.2.6. The repair of any work required as a result of the Client failing to comply with the terms hereof or with his obligations in terms of the BMW Owner's Handbook and/or Service/ Auxiliary Owner's Handbook;
- 3.2.7. The required daily or other regular checks in regard to maintenance such as the checking of the battery charging state, coolant levels, lubricant levels, tyre pressures, anti-freeze additives as specified in the BMW Owner's Handbook and/or Service/ Auxiliary Owner's Handbook;
- 3.2.8. The replacement of tyres;
- 3.2.9. Recovery, towing, travelling and related costs; and
- 3.2.10. The repair of any damage of whatever nature caused as a result of:
 - 3.2.8.1 The Vehicle being involved in a collision;
 - 3.2.8.2 Accidental or intentional damage to the Vehicle of whatever nature;
 - 3.2.8.3 The use in the Vehicles of oils, lubricants and other additives not approved by the BMW Group;
 - 3.2.8.4 Rust corrosion;
 - 3.2.8.5 The Vehicle being used in competitive events, racing, rally events, or emergency services;
 - 3.2.8.6 The neglect, misuse, abuse or improper treatment of the Vehicle or improper/ incorrect charging and/or maintenance of the high-voltage battery;
 - 3.2.8.7 Tampering with the odometer;
 - 3.2.8.8 The Vehicle being caused to perform beyond its designed specification limits either mechanically or electronically or by any means whatsoever;
 - 3.2.8.9 Work performed on the Vehicle by persons other than a BMW authorised Dealer and/or BMW Approved Repair Centre; and/or the record of such work with suitable details as to the nature, parts and consumables used by the ISP and the work performed.
 - 3.2.8.10 Civil commotion, labour disturbances, riots or political unrest;
 - 3.2.8.11 The Client's failure to comply with his obligations in terms hereof;
 - 3.2.8.12 Force majeure (Act of God) including, but not limited to, labour unrest, strikes, political upheaval, riots as well as damages resulting from natural occurrences such as flood, lightning, fire, hail and polluted or impure petrol, oil or lubricants having been used;

4. Client's obligations.

The Client shall:

- 4.1. Make the Vehicle available to a BMW authorised Dealer by prior appointment during the normal working hours of the BMW authorised Dealer at the relevant service interval specified by the service indicator or distance display of the Vehicle in order that the required maintenance work may be performed. The Client must sign the Repair Order reflecting the relevant maintenance work to be performed, before the maintenance work is performed. The BMW Group shall not be liable for the rectification of any damage or other work arising as a result of the Client failing or refusing to make the Vehicle available as required in terms of this clause;
- 4.2. Comply with the instructions given in the BMW Owner's Handbook and/or Service/Auxiliary Owner's Handbook and/or BMW Drivers Guide in regard to the use, care and maintenance of the Vehicle;
- 4.3. Take all reasonable steps to minimise damage to the Vehicle in the event of any defect or failure occurring;
- 4.4. Accept that the BMW authorised Dealer may, in its absolute discretion, procure and fit to the Vehicle any BMW replacement parts that it deems necessary, provided that these are suitable for use in the Vehicle;
- 4.5. Keep an accurate record, for purposes hereof, of the distance travelled by the Vehicle and accordingly the Client shall:
 - 4.5.1. As and when requested by the BMW Group or a BMW authorised Dealer, furnish proof of the distance travelled by the Vehicle and/or the record of any work undertaken by an ISP with suitable details as to the nature, parts and consumables used by the ISP and the work performed. ;
 - 4.5.2. Immediately inform the BMW Group in writing should the odometer used for measuring the distance travelled by the Vehicle fail to operate or suffer any damage. In such event, the Client must immediately make arrangements for the Vehicle to be delivered to a BMW authorised Dealer in order that the necessary repair work may be carried out;
 - 4.5.3. In the event of the odometer being inoperative or defective, permit the BMW Group to calculate the estimated kilometres travelled by reference to the kilometres travelled by the Vehicle in the period during which the Vehicle was used by the Client and the odometer was operative, and by reference to the condition of the Vehicle. The BMW Group's determination in this regard shall be final;
- 4.6. Permit the BMW Group or a BMW authorised Dealer to inspect and check the odometer reading and its operation at any time;
- 4.7. Accept that, should it be found that the odometer should be tampered with in any way whatsoever; the BMW Group will be entitled to cancel the Motorplan in accordance with Clause 8 and to exercise its rights in terms of Clause 9 hereof;
- 4.8. In the event that the Client wishes to store the Vehicle for an extended period, comply with the requirements for storage as set out in the BMW Owner's Handbook and/or Service/Auxiliary Handbook;
- 4.9. Upon entering into the Motorplan, fully and truthfully provide the BMW authorised Dealer (indicated on the Warranty Registration Certificate) with all information relating to the Vehicle as required in terms of the Warranty Registration Certificate and ensure that such

information is recorded on the Warranty Registration Certificate in writing. If the Client fails to provide the BMW authorised Dealer with such information on the Warranty Registration Certificate or if such information is found to be incorrect in any respect, the BMW Group shall be entitled to cancel the Motorplan in accordance with Clause 8 and to exercise its rights in terms of Clause 9 hereof; and

- 4.10. In the event of the Client intending to fit non-BMW approved tracking or security equipment or accessories to the Vehicle before the expiration of this Motorplan, immediately notify the BMW Group in writing of this fact and supply the BMW Group with the required details of the modification and the installer of the equipment or accessory. The Motorplan cover may be continued, subject to the sole discretion of the BMW Group, provided that the BMW Group will not be liable for the cost of such installation or any costs arising from any repairs or damage attributable to the installation or any costs arising from the malfunction of the equipment or accessory or any malfunction of the Vehicle resulting from such installation. The equipment or accessory shall be subject to such separate warranty terms and conditions as may be granted by the supplier and/or manufacturer thereof.

5. Emergency Work.

- 5.1. In the event of it being necessary to carry out work on the Vehicle as a matter of urgency in circumstances which make it impossible for the Client to present the Vehicle to a BMW authorised Dealer, then the necessary work may be performed by any other workshop after authorisation to this effect has been obtained from the BMW Group. In the event of it not being reasonably possible to obtain the necessary consent from the BMW Group, then the Client may proceed to have such minor work carried out as may be reasonably required to get the Vehicle into running order. In this case the Client shall, as soon as possible, inform the BMW Group of the nature of the work carried out and obtain the BMW Group's confirmation of such information in this regard. In both of these cases, the Client shall be responsible for settling the account of the workshop. ,

6. Damage to Vehicle.

- 6.1. The Client shall, whenever reasonably possible, have all damage caused to the Vehicle repaired by a BMW Approved Repair Centre. Prior to having any such repair work carried out, the Client shall inform the BMW Group in writing of the nature and extent of the damage or loss and supply to the BMW Group copies of the assessed quotation and invoice. The BMW Group will be entitled to suspend the Motorplan pending the receipt of the Accident Repair Reinstatement form completed by a BMW authorised Dealer/BMW Approved Repair Centre confirming that the Vehicle has been repaired to an acceptable standard. The BMW Group will be entitled to inspect the Vehicle before any repairs are carried out on the Vehicle. Failure by the Client to meet any of his obligations in terms hereof will entitle the BMW Group to cancel the Motorplan in accordance with Clause 8 and to exercise its rights in terms of Clause 9, including the right to recover any costs which may have been incurred by the BMW Group as a result of such collision, accident or loss.
- 6.2. The costs of any work necessitated as a result of improper repairs or maintenance performed by a workshop or ISP other than a BMW authorised Dealer and/or BMW Approved Repair Centre shall be paid for by the Client at the BMW authorised Dealer's/ BMW Approved Repair Centre's usual rate for such work.

7. Disposal of Vehicle.

- 7.1. In the event of the Client disposing of the Vehicle or ceasing to be the owner, purchaser or lessee of the of the Vehicle before the expiration of this Motorplan, the Client shall immediately notify the BMW Group in writing of this fact and supply the BMW Group with the name and address of the new owner, purchaser or lessee of the Vehicle, whereafter the BMW Group may agree to an assignment of the Motorplan to such a new owner, purchaser or lessee after receipt of the BMW Group's "Transfer of Ownership" form completed by a BMW authorised Dealer.
- 7.2. In the event that the Vehicle is stolen or hijacked and not recovered, or destroyed or damaged beyond repair or written off or declared uneconomical to repair by an insurer before the expiration of this Motorplan, the Client shall immediately notify the BMW Group in writing of this fact and the Motorplan shall be deemed to have been cancelled upon the date of such occurrence.
- 7.3. In such events the BMW Group and the Client shall be released from all further obligations in terms hereof in respect of the Vehicle and the Client shall be entitled to a refund which is proportionate to the initial price of the Motorplan as recorded on the sales invoice of the vehicle. This amount will be calculated taking into consideration all the claims against the Motorplan from date of initial sale to the date the incident was reported to the BMW Group Motorplan department.
- 7.4. If a stolen or hijacked Vehicle is recovered and a refund was not claimed as per clause 7.3 above, the BMW Group may, in its discretion, reinstate the Motorplan after receipt of the "Stolen/Recovered Vehicle Reinstatement" form completed by a BMW authorised Dealer.

8. Cancellation / Suspension.

- 8.1. The BMW Group shall, in sole discretion, have the right to suspend and/or cancel this Motorplan by giving a written notice of such cancellation to the Client in the event of:
 - 8.1.1. Alterations or modifications of the Vehicle and/or repair or maintenance of any accessory, component or equipment having taken place without the knowledge and written consent of the BMW Group, notwithstanding Clauses 3.2.1 and 3.2.2; or
 - 8.1.2. Tampering with the odometer as contemplated in Clause 4.7; or
 - 8.1.3. The Vehicle being caused to perform beyond its designed specification limits either mechanically or electronically or by any means whatsoever; or
 - 8.1.4. The Client failing to provide the BMW authorised Dealer with the information required in terms of Clause 4.9, or if such information is found to be incorrect; or
 - 8.1.5. The Client failing to inform the BMW Group of the nature and extent of damage or loss, and the cost of repairs as provided for in terms of Clause 6.1; or
 - 8.1.6. The Client failing to inform the BMW Group of the disposal, destruction or damage of the Vehicle as provided for in terms of Clause 7; or
 - 8.1.7. The Client failing to meet any other obligation in terms of the Motorplan; or
 - 8.1.8. The Client being sequestrated, placed in liquidation, under judicial management or in the event of the Client being a business ceasing to carry on business; or

- 8.1.9. The Client committing any act of insolvency or making any arrangement or compromise with his creditors. The effective date of the cancellation of this Motorplan shall be the date on which such notice of cancellation is given ("Notification Date"), alternatively on such other date as stipulated by the BMW Group in the cancellation notice; or
- 8.1.10. The Client being or becoming a Sanctioned Entity or participating in any manner in any Sanctioned Transaction.
- 8.2. The BMW Group may, in its sole discretion, either refund, reinstate or finally cancel a suspended Motorplan.

9. Liability in the event of cancellation.

- 9.1 The BMW Group's obligations in terms hereof shall cease upon cancellation of this Motorplan for whatever reason (the Cancellation Date) and, in such an event, the Client shall not be entitled to any refund.
- 9.1. Notwithstanding clause 9.1 above, and in the event that the client cancels the Motorplan, the Client shall be entitled to a refund which is proportionate to the initial price of the Motorplan as recorded on the sales invoice of the vehicle. This amount will be calculated taking into consideration all the claims against the Motorplan from date of initial sale to the date the incident was reported to the BMW Group Motorplan department.

10. Validity.

If any provisions hereof are invalid and unenforceable or become such, such provisions shall, if practicable, be divisible and the remainder of this Motorplan shall nevertheless be valid and binding.

11. Law Applicable.

The Motorplan shall be construed, enforced and performed in accordance with the laws of the Republic of South Africa.

12. Limitation of Liability.

The BMW Group shall not be liable to the Client for a failure to fulfil its obligations hereunder if such failure is caused solely by a matter of occurrence which is beyond its control, nor shall the BMW Group be liable for any indirect or consequential losses, howsoever caused.

13. Term.

The Motorplan shall commence on the date upon which the Vehicle is sold to the Client, i.e. the date on which the Client signs the Warranty Registration Certificate ("The Commencement Date") and shall terminate on the date stipulated in the Warranty Registration Certificate ("The Termination Date"). In the event of the end kilometres (as stipulated in the Warranty Registration Certificate) having been reached prior to the Termination Date, the BMW Group's obligation in terms hereof shall cease.

14. Entire agreement.

The BMW Group and the Client record that this Motorplan constitutes the entire agreement between them in relation to the servicing and maintenance of the Vehicle.

15. Non-variation.

No alteration, variation or suspension of any terms hereof, including the provisions of this clause, or consensual cancellation hereof shall be of any force or effect unless reduced to writing and signed by the BMW Group and the Client or their respective duly authorised representatives.

16. Non-waiver.

No latitude, extension or other indulgence which may be given or allowed by either the BMW Group or the Client ("the grantor") to the other in respect of any obligation hereunder shall, under any circumstances, operate as a waiver or novation of, or otherwise affect, any of the grantor's rights in terms hereof or arising here from, or preclude the grantor from enforcing at any time without notice, strict and punctual compliance with each and every provision or term hereof.

17. Authority to sign.

By signing the Warranty Registration Certificate, the Client or signatory on behalf of the Client represents that he is authorised to do so, that all information contained in the Warranty Registration Certificate is correct and that all the terms and conditions contained herein shall be complied with. In the event of the Client challenging the authority of the signatory to sign the Warranty Registration Certificate, or in the event of any information set out in the Warranty Registration Certificate being incorrect as referred to in Clause 4.9, then the signatory shall be personally liable to the BMW Group for all obligations of the Client.

18. Domicile and Notice.

- 18.1. All notices required to be given in terms hereof shall be in writing, which shall include communication by means of telefax or electronic communications.
- 18.2. A notice given by one party to the other shall be presumed to be received by the addressee:
 - 18.2.1. On the same day, if delivered by hand to the addressee at its domicilium citandi et executandi, or
 - 18.2.2. On the seventh day after posting, if sent by prepaid registered post to the addressee at its domicilium citandi et executandi.
- 18.3. The parties hereby choose as their respective domicilium citandi et executandi for all purposes in terms hereof the following addresses:
 - 18.3.1. BMW Group at 1 Bavaria Avenue, Randjespark Ext. 17, Midrand, 1685
 - 18.3.2. The Client at the physical address stipulated in the Warranty Registration Certificate.
- 18.4. The BMW Group and/or the Client shall be entitled to change their respective domicilium citandi et executandi by giving written notice of that fact to the other party, provided that such new address is not a post office or a private bag address.

19. Vehicle Warranty.

Where the Client has rights and obligations in terms of the Standard New Vehicle Warranty granted by the BMW authorised Dealer from whom the Vehicle was originally acquired, such rights and obligations will not be affected by this Motorplan.

20. Personal Information.

The Client acknowledges and agrees that the Client's personal information contained in the Warranty Registration certificate is required to enable BMW Group and/or the BMW authorised Dealer to attend to their respective obligations towards the Client and that it will not be disclosed to any unauthorised party. The Client consents to the processing of the information in accordance with prevailing legislation which shall include, but not be limited to, the sharing of my information with BMW Group entities, BMW authorised dealerships and repair centres, agencies, supplier and/or service providers and the trans-border flow of such information where necessary, for these purposes.

21. Set-off.

The Client shall not set-off any claims against the BMW Group or any BMW authorised Dealer against any amount owed hereunder to the BMW Group or any BMW authorised Dealer.

SECTION B-Optional Motorplan or My BMW/MINI Plans (Oil, Service, Maintenance and Tyre).

The terms and conditions contained in Section A shall be applicable and remain valid and enforceable in respect of any Optional Motorplan or My BMW/MINI Plans (as the case may be) unless specifically excluded or amended by the clauses contained in Section B.

1. Further definitions.

Unless the context otherwise requires:

- 1.1. “the Client “means the party identified as the “Motorplan Client” on the Optional Motorplan Schedule completed by the Client upon entering into the Optional Motorplan or My BMW/MINI Plans Service contract that is applicable to the Vehicle (as the case may be);
- 1.2. “the Vehicle” means the BMW Group motor vehicle described in the Schedule and operated or controlled by the Client;
- 1.3. “BMW On-Call Only Service” refers to the optional service that is contemplated under, and/or rendered pursuant to, the BMW On-Call Only Terms and Conditions.
- 1.4. For the purpose of Section B, “Agreement Value” means the total lump sum single payment paid by the Client in terms of Clause 10 and the Schedule; and
- 1.5. All other definitions as contained in Section A shall remain applicable to the content of Section B.

2. Undertaking to maintain and service the Vehicle.

Provided that the Vehicle has been purchased and serviced in the Republic of South Africa, Botswana, Namibia, Zimbabwe, Mozambique or in the Kingdom of Eswatini, and the Client adheres to the terms and conditions herein and has made the total lump sum single payment (stipulated in the Schedule) to the BMW Group, the BMW Group will ensure that the Vehicle is –

- 2.1. in the event that the Optional Motorplan contract applies, maintained and serviced by a BMW authorised Dealer in accordance with Clause 3 of Section A hereof for the kilometres or time period specified on the Schedule (whichever occurs first); or
- 2.2. in the event that the My BMW/MINI Plans Service contract applies, maintained and serviced by a BMW authorised Dealer in accordance with Clause 3 of Section B below for the time period specified on the relevant Schedule.

3. My BMW/MINI Plans Options.

The following shall apply depending on the My BMW/MINI Plans Service contract option that is purchased by the Client:

3.1. Option 1: My BMW/MINI Oil Service Only Plan

- 3.1.1. Subject to clause 3.1.2 below, the My BMW/MINI Oil Service Only Plan will be rendered and/or performed on the Client’s Vehicle over a 3-year period which period shall

commence on the date upon which the Client has purchased the concerned My BMW/MINI Plan.

- 3.1.2. During or over the Option 1 Term, 3 Engine Oil Services shall be rendered and/or performed on the Client's Vehicle.
- 3.1.3. At, or during, each My BMW/MINI Plan interval, the following work will be undertaken:
 - 3.1.3.1. engine oil change;
 - 3.1.3.2. replacing oil filter, and
 - 3.1.3.3. the Vehicle will be washed.
- 3.1.4. For an additional fee, the Client may also opt for the BMW On-Call Only Service for the same period as the My BMW/MINI Plan.

3.2. **Option 2: My BMW/MINI Service Plan**

- 3.2.1. Subject to clause 3.2.2 below, the **My BMW/MINI Service Plan** will be rendered and/or performed on the Client's Vehicle over a 3-year/100,000km period ("the Option 2 Term") which period shall commence on the date upon which the Client has purchased the concerned My BMW/MINI Plans.
- 3.2.2. During or over the Option 2 Term, the next 3 Condition Based Service (CBS) required on the vehicle as well as the next 3 Engine Oil Services shall be rendered and/or performed on the Client's Vehicle. At, or during, each such My BMW/MINI Plan interval, the work that will be undertaken shall be all that is listed under clauses 3.1.3.1 to 3.1.3.3 (all inclusive) and in addition the following work will be undertaken:
 - 3.2.2.1. Air Filter
 - 3.2.2.2. Brake Fluid Flush
 - 3.2.2.3. Fuel Filter
 - 3.2.2.4. Micro Filter
 - 3.2.2.5. Spark Plugs
 - 3.2.2.6. Vehicle Check
- 3.2.3. For an additional fee, the Client may also opt for the BMW On-Call Only Service for the same period as the **My BMW/MINI Service Plan**.

3.3. **Option 3: My BMW/MINI Maintenance Plan**

- 3.3.1. Subject to clause 3.2.2 below, the **My BMW/MINI Maintenance Plan** will be rendered and/or performed on the Client's Vehicle over a 3-year/100,000km period ("the Option 3 Term") which period shall commence on the date upon which the Client has purchased the concerned My BMW/MINI Plan.

3.3.2. During or over the Option 3 Term, The next 3 Brake CBS events in addition to 3 Condition Based Service (CBS) requirements on the vehicle and Engine Oil Services shall be rendered and/or performed on the Client's Vehicle. Please note some of these CBS events may occur concurrently i.e. brake, service and oil service events may occur at a single dealer visit. At, or during, each such My BMW/MINI Plan interval, the work that will be undertaken shall be all that is listed under clauses 3.1.3.1 to 3.1.3.3 and clauses 3.2.2.1 to 3.2.2.6 (all inclusive) and in addition the following work will be undertaken:

3.3.2.1. Brake Discs - Front (1 replacement maximum)

3.3.2.2. Brake Discs – Rear (1 replacement maximum)

3.3.2.3. Brake Pads Front (2 replacements maximum)

3.3.2.4. Brake Pads Rear (2 replacements maximum)

3.3.3. For an additional fee, the Client may also opt for the BMW On-Call Only Service for the same period as the **My BMW/MINI Maintenance Plan**.

3.4. **Option 4: My BMW/MINI Tyre Plan**

3.4.1. Subject to clause 3.2.2, the **My BMW/MINI Tyre Plan** will be rendered and/or performed on the Client's Vehicle over a 3-year/100,000km period ("the Option 4 Term") which period shall commence on the date upon which the Client has purchased the concerned My BMW/MINI Plan.

3.4.2. During or over the Option 4 Term, the next replacement set for the VIN of up to 4 tyres (max) will be provided at no additional cost from the initial purchase price to the customer without any prerequisites. The tyres will be provided at any dealer across the country as and when required, and for any On-call roadside assistance tyre related event where the tyre has been damaged beyond used, such as pothole damage, blow out etc. Any combination of tyre will be provided for the vehicle as needed and will be matched to the OEM recommended tyres based on the model configuration upto a maximum of 4 tyres per contract. All costs related to fitment, balancing and wheel alignment where required will be covered to ensure the replacement of the 4 tyres meet the performance standard on the vehicle. BMW ZA reserves the right to limit these cost within valid reason.

3.4.3. For an additional fee, the Client may also opt for the BMW On-Call Only Service for the same period as the **My BMW/MINI Tyre Plan**.

4. **Additional client obligations.**

The Client shall, in addition to the Client's obligations as contained in Clauses 4.1 to 4.8 of Section A, upon entering into the Optional Motorplan or My BMW/MINI Plans contract (as the case may be), fully and truthfully provide the BMW Group and the BMW authorised Dealer (indicated in the Schedule) with all information relating to the Vehicle as required in terms of the Schedule and to ensure that such information is recorded on the Schedule. If the Client fails to provide the BMW Group and the BMW authorised Dealer with such information or if the Client fails to record such information on the Schedule or if such information is found to be incorrect in any respect, the BMW Group

shall be entitled to cancel any Optional Motorplan or My BMW/MINI Plans (as the case may be) in accordance with Clause 8 and to exercise its rights in terms of Clause 9 hereof.

5. Conditions regarding the disposal of the Vehicle.

Instead of the conditions regarding the disposal of the Vehicle as contained in Clause 7 of Section A, the following shall apply:

- 5.1. In the event of the Client disposing of the Vehicle or ceasing to be the owner, purchaser or lessee of the Vehicle before the expiration of the Optional Motorplan or My BMW/MINI Plans contract (as the case may be), the Client shall immediately notify the BMW Group in writing of this fact and supply the BMW Group with the name and address of the new owner, purchaser or lessee of the Vehicle, whereafter the BMW Group may agree to an assignment of the Optional Motorplan or My BMW/MINI Plans contract (as the case may be) to such new owner, purchaser or lessee after receipt of the "Transfer of Ownership" form completed by a BMW authorised Dealer. The Client shall not be entitled to any refund.
- 5.2. In the event of the Vehicle being stolen or hijacked and not recovered, or destroyed or damaged beyond repair or written off or declared uneconomical to repair by an insurer before the expiration of the Optional Motorplan or My BMW/MINI Plans contract (as the case may be), the Client shall immediately notify the BMW Group in writing of this fact and such Optional Motorplan or My BMW/MINI Plans contract (as the case may be) shall be deemed to have been cancelled upon the date of such occurrence.
- 5.3. In the event of any of the incidents listed in Clause 5.2 occurring, the BMW Group and the Client shall be released from all further obligations in terms hereof in respect of the Vehicle. Provided that payment has been made in terms of Clause 10, the BMW Group may, at its discretion, consider a refund of a portion of the total lump sum single payment.
- 5.4. If a stolen or hijacked Vehicle is recovered, the BMW Group may, in its discretion, reinstate the Motorplan after receipt of the "Stolen/Recovered Vehicle Reinstatement" form completed by a BMW authorised Dealer.
- 5.5. The decision whether or not to accept the application for assignment and the conditions of such assignment will be at the discretion of the BMW Group and the assignment will only become effective upon written notification being given by the BMW Group to the Client and the new owner, purchaser or lessee of the Vehicle. Upon receipt of such notification and provided that the Client has fully and truthfully provided the BMW Group with all the information relating to the Vehicle which may have an effect on his obligations in terms of any Optional Motorplan or My BMW/MINI Plans contract (as the case may be), the Client shall be released from all further obligations in terms of such Optional Motorplan or My BMW/MINI Plans contract (as the case may be).

6. Additional cancellation conditions.

In addition to the rights of the BMW Group contained in clause 8 of Section A, the BMW Group shall have the right to cancel the Optional Motorplan or My BMW/MINI Plans contract (as the case may be) in the event of:

- 6.1. The Client failing to record all the information required on the Schedule, or

- 6.2. The Client failing to make payment of the total lump sum single payment due in terms of the Optional Motorplan or My BMW/MINI Plans contract (as the case may be) as set out in Clause 10.

7. Authority to Sign.

Instead of the condition contained in Clause 17 of Section A, the following shall apply: The Client or the signatory on behalf of the Client, by signing the Schedule of any Optional Motorplan or My BMW/MINI Plans (as the case may be), represents that he is authorised to do so and that all information contained in the Schedule is correct and that all the terms and conditions of such Optional Motorplan or My BMW/MINI Plans (as the case may be) shall be complied with. In the event of the Client challenging the authority of the signatory to sign the Schedule of any Optional Motorplan or My BMW/MINI Plans (as the case may be), or in the event of any information set out in the Schedule being incorrect as referred to in Clause 4, the signatory shall be personally liable to the BMW Group for all obligations of the Client and the BMW Group shall be entitled to proceed against the signatory for the recovery of all amounts due in terms of such Optional Motorplan or My BMW/MINI Plans (as the case may be).

8. Domicile.

Instead of the domicile referred to in Clause 18.3.2 of Section A, the Client's domicillium citandi et executandi in relation to any Optional Motorplan shall be the physical address stipulated in the Schedule.

9. Effective date of Optional Motorplan or My BMW/MINI Plans contract (as the case may be).

Notwithstanding the BMW Group having accepted payment from the Client in terms of Clause 10 hereof, and Client having duly completed and signed the Schedule of the Optional Motorplan or My BMW/MINI Plans (as the case may be), the Optional Motorplan or My BMW/MINI Plans (as the case may be) shall only be activated once this document has been received by the BMW Group.

10. Payment.

In relation to any Optional Motorplan or My BMW/MINI Plans (as the case may be):

- 10.1. The Client undertakes to pay to the BMW Group upon signature of the Schedule by the Client, the agreement value stipulated in the Schedule as the "lump sum single payment" plus Value Added Tax at the rate applicable at the time of entering into the Optional Motorplan or My BMW/MINI Plans contract (as the case may be); and
- 10.2. In the event of the amount stipulated in the Schedule being paid by cheque or credit card, failure by the Client's bank to make payment to the BMW Group shall not absolve the Client from his obligations to make payment in terms of the Optional Motorplan or My BMW/MINI Plans contract (as the case may be).