



## SCHEDULE 2 – CAPPED PRICE SERVICING TERMS AND CONDITIONS

### 1. In these Terms and Conditions:

**Authorised LDV Dealer** means a dealer appointed by LDV Automotive to sell new and /or demonstrator LDV vehicles of the kind marketed from time to time by LDV in Australia and/or to perform LDV warranty service on such vehicles.

**Eligible Model List** means the list of model variants to which the LDV Capped Price Servicing Program applies, as updated from time to time, as set out at [www.ldvautomotive.com.au](http://www.ldvautomotive.com.au).

**Eligibility Period** means the period commencing at the LDV New Vehicle Warranty Start Date and expiring at the earlier of:

- (a) three (3) years from the LDV New Vehicle Warranty Start Date; or
- (b) when the aggregate distance travelled by the Eligible Vehicle reaches 95,000 kms.

**Eligible Vehicles** means the model variants set out in the Eligible Model List that are sold by an Authorised LDV Dealer on or after the dates set out in the Eligible Model List and specifically excludes:

- (a) privately imported vehicles; and
- (b) 'grey import' vehicles, i.e. vehicles imported other than through authorised LDV channels for the purpose of resale.

**LDV Automotive** means Ateco Automotive Pty Limited (ACN 000 486 786), trading as LDV Automotive.

**LDV Capped Price** means the maximum price for a specified Scheduled Service as published at [www.ldvautomotive.com.au](http://www.ldvautomotive.com.au) for the stated effective period.

**LDV Capped Price Servicing Program** means the program contemplated by these terms and conditions.

**LDV New Vehicle Warranty Start Date** means the earliest date of occurrence of any of the following events:

- (a) the date the vehicle is first put into commercial use; or
- (b) the date the vehicle is first registered for road use; or



- (c) the date of the first contract of sale in respect of the vehicle or otherwise when title in the vehicle first passed to a third party not being an Authorised LDV dealer.

**Scheduled Service(s)** means for Eligible Vehicles, the services listed in the Service Schedule, up to and including those listed at 36 months or 95,000 km, whichever occurs first.

**Service Schedule** means the official service schedule for an Eligible Vehicle located at [www.ldvautomotive.com.au](http://www.ldvautomotive.com.au).

## 2. The Program and Eligibility

Pursuant and subject to these Terms and Conditions, the LDV Capped Price is available on Eligible Vehicles during the Eligibility Period at participating Authorised LDV Dealers. A list of participating Authorised LDV Dealers can be found at [www.ldvautomotive.com.au](http://www.ldvautomotive.com.au).

Only participating Authorised LDV Dealers can perform the Scheduled Services for the LDV Capped Price.

The LDV Capped Price Servicing Program is available to retail customers and such fleet and business customers as may be nominated by LDV Automotive.

The program is not available to rental and government purchasers.

LDV Automotive may add or remove vehicles from the LDV Capped Price Servicing Program, or vary terms of the program, from time to time, without notice. Amendments will be published on the LDV Automotive website at [www.ldvautomotive.com.au](http://www.ldvautomotive.com.au) and will take effect immediately on publication.

## 3. What is covered under LDV Capped Price Servicing

The applicable LDV Capped Price will cover the standard items in each Scheduled Service.

The standard items in each Scheduled Service are (subject to condition 4 below and the Service Schedule):

- (a) labour;
- (b) parts;
- (c) lubricants; and
- (d) sundries which includes items such as oil and waste recycling and or removal, workshop supplies etc.

Additional items notated in the Service Schedule that are time based such as auxiliary drive belts will be provided as separate items to the LDV Capped Price service quote obtained from



the LDV website at [www.ldvautomotive.com.au](http://www.ldvautomotive.com.au). These additional items will however be supplied at a capped rate.

*It is your responsibility to ensure that you present your vehicle at a participating Authorised LDV Dealer for servicing at each Scheduled Service interval. If you miss any Scheduled Service, the eligibility of a vehicle for the due Scheduled Service will lapse and the LDV Capped Price will not apply for that particular service. **If you miss any Scheduled Service, additional work may be identified which is not included in the LDV Capped Price.***

As some driving conditions place more stress and strain on your vehicle, some maintenance procedures may be required to be performed more regularly than the Scheduled Services. Your participating Authorised LDV Dealer can advise you on the benefits of intermediate servicing in line with your vehicle's operating conditions. Intermediate services are not covered under the LDV Capped Price Servicing Program.

Note: The LDV Capped Price cannot be claimed for both a specified kilometres service and the corresponding time interval service separately.

#### **4. Exclusions**

LDV Capped Price Servicing does not include the following items:

- Tyre rotation and balancing and wheel alignment where required;
- Repair of accident damage to any body, driveline or chassis components;
- Additional maintenance due to modification of the vehicle (or any part thereof) from original specification;
- Normal wear and tear consumable items 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 Xenon, HID and LED), fuses, trims, brakes, diesel particulate filters, catalytic converters, all belts, water pumps, tyres, wiper blades, spark plugs, filters, satellite navigation update disks and all other parts of your vehicle that have been subject to normal wear and tear);
- 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;
- Additional fluids and additives not specified in the Service Schedule;
- Adjustments not specified in the Service Schedule;
- Additional maintenance and repairs that may be recommended by your Authorised LDV Dealer to suit your individual driving characteristics;



- Service or maintenance required as a result of non-genuine or non-approved LDV parts or accessories;
- Service, fitment or maintenance of any accessories, including LDV accessories;
- Replacement of items that are purely based upon time such as auxiliary drive belt replacement. These items will be identified as a separate charge to the published LDV Capped Price. These additional items will however be supplied at a capped rate.

*Please note: Participating Authorised LDV Dealers are required to advise you if any additional service or maintenance work is required. You should be informed prior to that work being undertaken and your consent should be requested and obtained before the participating Authorised LDV Dealer undertakes the additional service or maintenance work.*

## **5. Transfers**

The entitlements of the LDV Capped Price Servicing Program remain with the Eligible Vehicle if the original owner on-sells the Eligible Vehicle provided that:

- (a) the vehicle was an Eligible Vehicle at the time of initial purchase; and
- (b) as at the time of re-sale, the vehicle has had all necessary Scheduled Services performed.