



## Pre-Paid Scheduled Service Plan - Terms and Conditions

### Definitions:

**Eligible Model** means Mach-E and E-Transit (BEV) variants.

**Eligible Vehicle** means an Eligible Model that has a Pre-Paid Scheduled Service Plan.

**Pre-Paid Scheduled Service Plan** means the five year pre-paid scheduled service plan that these Terms and Conditions govern which must have been purchased at (i) the same time as purchasing the Eligible Vehicle or (ii) prior to or at the first General Service completed on or prior to 12 months or 20,000km (Mach-E) / 30,000km (E-Transit) (whichever comes first).

**Ford** means Ford Motor Company of New Zealand Limited with its registered office at Level 2, The Ford Building, 86 Highbrook Drive, East Tamaki, Auckland 2241.

**General Service** means the regular service as detailed in the General Service table set out in the Service Portfolio which, at a minimum, include the services outlined in the Schedule. Your General Service may include the replacement of genuine service parts, filters and fluids.

**Ford Dealer** means the dealers authorised by Ford to provide servicing on its behalf.

**Other Maintenance Items** means items listed under that heading in the Service Portfolio which are required to be replaced as set out in the Service Portfolio.

**Owner** means the original person or entity that owns the Eligible Vehicle.

**Scheduled Service** means a General Service which will be completed at the intervals outlined in the Service Portfolio and summarised in the Schedule.

**Owner's Manual** means the owner's manual located in the glove box of each Eligible Vehicle.

**Service Portfolio** means the service portfolio located in the glove box of each Eligible Vehicle.

**Severe or Extreme Conditions** means the severe or extreme conditions that a vehicle is driven under as detailed in the Owner's Manual or Service Portfolio. These conditions cause the vehicle to require more frequent servicing.

**Terms and Conditions** means these terms and conditions.

**Tolerance Period** means the maximum extension allowed for the time and kilometre limits of each Scheduled Service which is 1 month / 2,500 km (whichever occurs first) for the Eligible Models.

### General

1. The Pre-Paid Scheduled Service Plan will commence on the date that:
  - a. the Owner takes delivery of an Eligible Vehicle that has been purchased with a Pre-Paid Scheduled Service Plan; or
  - b. the Owner decides to purchase the Pre-Paid Scheduled Service Plan prior to or at the first General Service being completed on or prior to 12 months or 20,000km (Mach E) / 30,000km (E-Transit) (whichever comes first).
2. The Pre-Paid Scheduled Service Plan will cease at completion of the fifth Scheduled Service, 61 months or 102,500 km (Mach-E) / 152,500km (E-Transit), whichever occurs first, noting that this includes the Tolerance Period.
3. By purchasing a Pre-Paid Scheduled Service Plan, the Owner accepts these Terms and Conditions which are governed by New Zealand law. The Owner agrees to comply with the Terms and Conditions. This includes

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following the timeline for the five Scheduled Services set out in the Schedule and arranging appointments in advance. Any change to the schedule must be agreed in writing with Ford in advance.

4. In the event that the Eligible Vehicle is declared a "total loss" by the Owner's insurance company (or another appropriate entity as determined by Ford acting reasonably) the then current owner shall be refunded an amount that represents the unused portion of the Pre-Paid Scheduled Service Plan for that Eligible Vehicle provided the Owner tells Ford.
5. In the event that the Eligible Vehicle is declared a "Reacquired Vehicle (RAV)" by Ford acting reasonably, the then current owner shall be refunded an amount that represents the unused portion of the Pre-Paid Scheduled Service Plan for that Eligible Vehicle provided that the Owner tells Ford.
6. Except as set out in section 4, section 5 or as required by law, such as the Consumer Guarantees Act 1993 for "consumers", a Pre-Paid Scheduled Service Plan cannot be returned for a cash refund in whole or in part or exchanged for any other products or discounts from Ford.
7. A Pre-Paid Scheduled Service Plan is not transferable to any other vehicle and remains with the Eligible Vehicle regardless of ownership. Remaining services on a Pre-Paid Scheduled Service Plan can be transferred to a new owner who acquires an Eligible Vehicle from the current Owner. These Terms and Conditions apply in the event of transfer of the Eligible Vehicle from the Owner to the new owner.
8. Ford may add, vary or remove these Terms and Conditions at any time. It will give appropriate advance notice to affected parties where such changes are reasonably likely to be detrimental to customers.
9. Ford may pay a commission for the sale of the Pre-Paid Scheduled Service Plan by authorised third parties to you.

#### **Pre-Paid Scheduled Service Plan Inclusions**

10. The Eligible Vehicle will be provided with:
  - a. each of the five Scheduled Services until the Pre-Paid Scheduled Service Plan ceases as set out in clause 2; and
  - b. all items listed under General Service per the Service Portfolio.

#### **Pre-Paid Scheduled Service Plan Exclusions**

11. The Pre-Paid Scheduled Service Plan only includes the items set out in clause 10 and does not include:
  - a. Any non-scheduled maintenance – some examples include, but are not limited to, replacement of brake pads/shoes, brake discs, suspension lower arms, shock absorbers, belts, wiper, rubber, tyres or wheels and batteries, damage caused to glass, lights, indicators, paints, internal or external trim, panel, body, wheels, tyres, and tyre tubes.
  - b. Repair / replacement of parts related to mechanical / electrical failure.
  - c. Other maintenance items except those included in the General Service.
  - d. Additional parts replacement, adjustments and/or repairs that may be required as a result of any modification made to the Eligible Vehicle.
  - e. Additional parts replacement, adjustments and/or repairs that may be required as a result of wear and tear, accident, damages, loss, abuse or misuse.
  - f. Additional parts replacement, adjustments and/or repairs that may be required as a result of:
    - i. Failure to use the Eligible Vehicle in accordance with the instructions contained in the Owner's Manual or Service Portfolio.

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- ii. The Owner's failure to maintain proper levels of fluids, lubricants, coolants, or contamination of these products.
- iii. The Owner's failure to ensure that the Eligible Vehicle is properly, regularly and punctually serviced in accordance with the instructions and recommendations specified by Ford in the Owner's Manual.
- iv. The Eligible Vehicle having been serviced by a person other than the authorised Ford Dealer.
- v. The use of non-genuine parts (i.e., parts that are not specified by Ford).
- vi. Environmental damages – examples include (but are not limited to), bird or animal excreta, industrial fallout, airborne contaminants, tree sap and chemicals or other hazards.
- vii. Wading through water by the Owner at a level exceeding the Eligible Model's maximum water wading depth, which is published in the Owner's Manual.
- viii. Repairs & parts replacement resulting from the use of contaminated fuel.
- g. Additional service or maintenance requirements as a result of the Eligible Vehicle being used under Severe or Extreme Conditions.
- h. Tyre or tyre tube replacements and repairs.
- i. Vehicle registration costs, statutory and government charges, motor vehicle insurance premiums, or fuel.
- j. Any repairs required as a result of continued operation of the Eligible Vehicle once a defect or fault has occurred (including loss of lubricants and coolant).

#### **Liability**

12. To the fullest extent permitted by law, Ford and its Ford Dealers will not be liable for:

- a. Any loss unless caused by them.
- b. Any indirect or consequential loss or damage or liability .
- c. Any claim arising from war, warlike activities, civil disturbance, riots, pandemic, natural calamities, nuclear waste or any nuclear material or that is otherwise outside of Ford's reasonable control.

Please note, Ford and its Ford Dealers in no way exclude liability for matters that cannot be excluded by law under this clause 12. Clause 12 does not affect any rights and remedies that are available to "consumers" under applicable laws including the Consumer Guarantees Act 1993 and Fair Trading Act 1986. Please check the rights available to "consumers" in relation to goods and services. However, you agree that the Consumer Guarantees Act 1993, and sections 9, 12A, 13 and 14(1) do not apply if you are acquiring our goods or services for business purposes, and that it is fair and reasonable that these laws do not apply to you.

#### **Termination**

13. A party may terminate these Terms and Conditions immediately if it has notified the other party in writing of a material breach of these Terms and Conditions and the other party has not resolved the material breach within 30 working days of such notice.

#### **Personal information**

14. Ford may collect personal information about you in accordance with its privacy policy available [here](#).

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## Schedule

### Coverage details: Eligible Models

Mach-E	General Services (based on Service Portfolio)				
	1st	2nd	3rd	4th	5th
	20,000km*	40,000km*	60,000km*	80,000km*	100,000km*
Windscreen Washer	✓	✓	✓	✓	✓
Pollen Filter		✓		✓	
Brake Fluid			✓		
Environmental and Sundry Charge	✓	✓	✓	✓	✓
Labour for the above items	✓	✓	✓	✓	✓

\* means no later than 12 months or 20,000 km (whichever occurs first) from the previous General Service

- Five Year Service covers the first five Services as per the above table.
- Eligible Vehicles must be serviced within Tolerance Period.

E-Transit	General Services (based on Service Portfolio)				
	1 <sup>st</sup>	2nd	3rd	4th	5th
	30,000km*	60,000km*	90,000km*	120,000km*	150,000km*
Windscreen Washer	✓	✓	✓	✓	✓
Pollen Filter		✓		✓	
Brake Fluid			✓		
Environmental and Sundry Charge	✓	✓	✓	✓	✓
Labour for the above items	✓	✓	✓	✓	✓

\* means no later than 12 months or 30,000 km (whichever occurs first) from the previous General Service

- Five Year Service covers the first five Services as per the above table.
- Eligible Vehicles must be serviced within Tolerance Period.

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