



Mercedes-Benz

Mercedes-Benz Premier Prepaid Maintenance *Application for Coverage*

DARREN K INDYKE PLLC
 Purchaser Last Name First
 56113 MERCEDES-BENZ MANHATTAN, INC.
 Dealer Code Dealer Name

575 LEXINGTON AVE FL 4
 Address
 MERCEDES-BENZ MANHATTAN, INC.
 D/B/A

NEW YORK NY 100226146 [REDACTED]
 City State Zip Phone
 NEW YORK NY
 Dealer City State

Lienholder Name Address City State Zip Phone

New Vehicle Retail Date ML350W4 Model ML350W4/2015 Model Year [REDACTED] Vehicle Identification Number

Original New Vehicle In-Service/Warranty Start Date: Month _____ Day _____ Year _____ Current Mileage 12

Agreement Type/Term* Premier40K NPPMS- 4YR Purchase Price \$ 1,825.00 + Sales Tax \$ 161.97 = Total Purchase Price \$ 1,986.97

Agreement End Date: Month _____ Day _____ Year _____

Customer Signature _____ Date 05/15/2015 Dealer Representative Signature THERESA INGANNAMORTE Rep Name _____ Date 05/15/2015

This checkmark indicates you are providing the equivalent of your signature and indicating your intent to enter into this agreement upon acceptance.

*This is an application for coverage which is subject to approval and acceptance by Mercedes-Benz USA, LLC (MBUSA). This Mercedes-Benz Prepaid Maintenance Agreement is as indicated above between the Purchaser and MBUSA. In order to claim benefits under the terms of the Mercedes-Benz Prepaid Maintenance agreement, follow the terms set forth below. You hereby declare that you have fully read the terms of the Mercedes-Benz Prepaid Maintenance agreement and understand and accept all of the provisions therein. There have been no other oral or written agreements regarding the Mercedes-Benz Prepaid Maintenance agreement for the vehicle other than those expressly contained in the Mercedes-Benz Prepaid Maintenance Agreement. The purchase of this Prepaid Maintenance Agreement is not required in order to purchase or obtain financing for a motor vehicle.

MERCEDES-BENZ PREMIER PREPAID MAINTENANCE AGREEMENT

GENERAL PROVISIONS: _____ (INITIAL)

Agreement Territory, Term and Mileage Expiration - The Mercedes-Benz Prepaid Maintenance Agreement (this "Agreement") applies to service occurring only within the United States and Puerto Rico. Regardless of the date of this Agreement purchase, the mileage and time duration term of this Agreement begins on the date this Agreement commences, as indicated on page 1. This Agreement expires after all covered provisions of this Agreement have been fulfilled (1 service interval per every 10,000 miles) or 90 days after the Agreement end date, whichever occurs first. This Agreement must be purchased prior to the occurrence of 10,000 total miles or the performance of the first factory-required service interval (whichever occurs first).

NATURE OF AGREEMENT: _____ (INITIAL)

The Purchaser agrees and understands that this Agreement is NOT A POLICY OF INSURANCE.

DEFINITION OF TERMS:

Maintenance Booklet: Manufacturer's manual containing maintenance work information utilized for a vehicle's specific model, age or mileage.

Any Authorized Mercedes-Benz Passenger Vehicle Dealer: Any authorized Mercedes-Benz Dealer in the United States and Puerto Rico of the owner's choice can perform Mercedes-Benz Prepaid Maintenance services. The vehicle should be delivered to the authorized Dealer during normal service hours. A reasonable time should be allowed after taking the vehicle to the authorized Dealer for performance of the service.

Private Party Purchaser: means a purchaser of the vehicle other than a Motor Vehicle Dealer or Authorized Mercedes-Benz Dealer, or a person actively engaged in the business of buying, selling or exchanging vehicles.

No Charge: Mercedes-Benz Prepaid Maintenance services will be provided at no charge for parts, labor or diagnostic operations which are directly related to the Agreement coverage.

Vehicle: The vehicle specified on page 1; which cannot be used for for-hire, emergency, law enforcement or commercial rental purposes.

Mercedes-Benz USA, LLC (MBUSA) We, Us, Our: The party obligated to provide the services under this Agreement. One Mercedes Drive, Montvale, N.J. 07645 1-800-FOR-MERCEDES (1-800-367-6372).

LIMITS OF LIABILITY: _____ (INITIAL)

The performance of work for prescribed maintenance services as stated under this MERCEDES-BENZ PREMIER PREPAID MAINTENANCE AGREEMENT is the only remedy available under this Agreement. **LIMITATION OF LIABILITY: MBUSA WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INJURY, LOSS OF LIFE, PROPERTY DAMAGE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE OR COMMERCIAL LOSS, OR BREACH OF IMPLIED OR EXPRESSED WARRANTIES. ANY AND ALL SUCH LIABILITY IS EXPRESSLY EXCLUDED.** Some states do not permit the exclusions or limitations of incidental or consequential damages, so these limitations may not apply to you. PURCHASER FURTHER AGREES AND UNDERSTANDS THAT THE LIABILITY OF MBUSA UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ONE MAINTENANCE SERVICE INTERVAL SHALL NOT EXCEED THE RETAIL VALUE OF THE REQUIRED MAINTENANCE SERVICE INTERVAL AS RECOMMENDED BY MBUSA IN THE "MAINTENANCE BOOKLET." THE MAXIMUM LIABILITY OF MBUSA FOR THE ENTIRE TERM OF THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE RETAIL VALUE OF ALL REQUIRED MAINTENANCE SERVICES AS RECOMMENDED BY MBUSA IN THE "MAINTENANCE BOOKLET" THAT OCCURS DURING THE TERM OF THIS AGREEMENT, AS SELECTED ON PAGE 1.

AGREEMENT COVERAGE: _____ (INITIAL)

This Agreement provides specific term coverage for the specified years or mileage, (whichever occurs first) as defined on page 1. The agreement type/term dictates the number of service intervals included; 2 year/20,000 mile plan covers 2 service intervals, the 3 year/30,000 mile plan covers 3 service intervals, and the 4 year/40,000 mile plan covers 4 service intervals. The plan covers routine ("required") maintenance services; and wiper blade inserts. Most routine services are required to be performed at service intervals occurring every 10,000 miles or 12 months, whichever occurs first, from the vehicle's original in-warranty date and is applicable to normal vehicle use. It is required that such routine maintenance services be performed as close to the 10,000 mile service intervals as possible. Failure to do so may result in services being denied. The term of this specific Agreement is defined on page 1. All service-related functions will be performed by personnel of any authorized Mercedes-Benz dealership in the United States or Puerto Rico. MBUSA reserves the right to make changes to service requirements. **THIS AGREEMENT DOES NOT INCLUDE ANY REPLACEMENT OF PARTS OR ADDITIONAL DEALER-RECOMMENDED SERVICE NOT SPECIFICALLY IDENTIFIED HEREIN. THIS AGREEMENT DOES NOT COVER MAINTENANCE, SERVICE OR REPLACEMENT OF/TO THE LITHIUM ION BATTERY OR ELECTRIC POWERTRAIN, OR ANY COMPONENTS THEREOF, FOR ELECTRIC-DRIVE VEHICLES.**

AGREEMENT COVERAGE (CONT.): _____ (INITIAL)

Required services covered as defined and listed below (Intervals in the thousands)

All Models	2k	10k	20k	30k	40k
Synthetic motor oil and filter replacement		√	√	√	√
Cabin dust/combination filter replacement			√		√
Brake fluid change			√		√
Fluid levels check and correction		√	√	√	√
Multipoint inspection		√	√	√	√
Wiper blade sets		√	√	√	√
Specific AMG Model Services					
Rear axle oil change	√			√	
Engine air filter replacement				√	
Transmission oil and filter replacement				√	
V12 AMG coolant service				√	
Specific CLA & GLA (AMG Models) Services					
Rear axle oil change		√		√	
Engine air filter replacement		√	√	√	√
Transmission oil and filter replacement				√	

Note: Above services may vary according to model and engine

Mercedes-Benz Electric Models	10k	20k	30k	40k
Combination filter replacement		√		√
Brake fluid change		√		√
Fluid levels check and correction	√	√	√	√
Multipoint inspection	√	√	√	√
Wiper Blade sets	√	√	√	√

MERCEDES-BENZ PREPAID MAINTENANCE AGREEMENT EXCLUSIONS: _____ (INITIAL)

The following are not covered by this Agreement:

- ALL ITEMS OR COSTS NOT SPECIFICALLY IDENTIFIED AS COVERED BY THIS AGREEMENT AND WHICH ARE NOT LISTED IN YOUR "MAINTENANCE BOOKLET."**
- ELECTRIC-DRIVE VEHICLES:** Maintenance, service or replacement of/to the lithium ion battery or electric powertrain, or any components thereof.
- SERVICE AT NON-AUTHORIZED DEALERS:** Otherwise covered maintenance services when the prescribed service is not performed by an authorized Mercedes-Benz dealership.
- CONSEQUENTIAL DAMAGES:** Any consequential or secondary damages that may be suffered as a result of the need to repair or replace a part except to the extent coverage of such damage is required by the state whose law governs this Agreement.
- ALTERED ODOMETER:** Any vehicle on which the odometer has been altered and the actual mileage cannot be determined.
- LIABILITY FROM USE OF THE VEHICLE:** Liability for damage to property or injury or death of any person arising out of the operation, maintenance or use of the vehicle whether or not related to the prescribed services.
- TAXES:** Any and all taxes required on Agreement services, except where prescribed by law.
- Claims where the procedures for obtaining the prescribed service, as described under section "How to Obtain Service," below, are not followed.
- Any repairs to or mechanical breakdowns of the vehicle, whether associated with or not associated with a prescribed service.
- Loss of use of the vehicle.
- Damages arising from the failure to have prescribed maintenance performed in accordance with required maintenance schedule.

HOW TO OBTAIN SERVICE: _____ (INITIAL)

1. Contact your Selling Dealer, or any authorized Mercedes-Benz dealership
 - a) Schedule a maintenance appointment for the appropriate service.
 - b) Bring the vehicle along with the "Maintenance Booklet" and Mercedes-Benz Vehicle Maintenance Agreement to your Selling Dealer, or any authorized Mercedes-Benz dealership.
 - c) Sign the repair order upon completion of all required services.
 - d) Pay for any non-covered service and/or parts and taxes, if applicable.
2. If you require assistance in locating an authorized Mercedes-Benz dealership, please call the Mercedes-Benz Customer Assistance Center toll-free at (800) FOR-MERCEDES (800-367-6372).

ALL OBLIGATIONS OF THE PROVIDER UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE PROVIDER, MBUSA.

NOTICE:

If a dealership has failed to perform requested services as described in the Mercedes-Benz "Maintenance Booklet" please refer to the consumer information section of the vehicle's Operator's Manual or the Service & Warranty Information Booklet. This Agreement may be cancelled by MBUSA if the vehicle does not meet the eligibility guidelines stated herein.

TRANSFER: _____ (INITIAL)

This Agreement's benefits may only be transferred by the original purchaser to a Private Party Purchaser (the approved transferee) to whom you sell the vehicle. This can be done only if the Private Party Purchaser presents the Selling Dealer, or any authorized Mercedes-Benz dealership, with proof of ownership for the vehicle and a copy of this Agreement. THIS AGREEMENT MAY NOT BE TRANSFERRED TO ANOTHER VEHICLE.

CANCELLATION: _____ (INITIAL)

Subject to any specific exclusions or limitations under State law, this Agreement cannot be cancelled by the purchaser and is non-refundable.

STATE AMENDMENTS: _____ (INITIAL)

If you purchased this Agreement in any of the following states, this Agreement is amended as indicated below:

California:

The Purchaser may cancel this Agreement at any time by submitting a written cancellation request to the Selling Dealer or any Authorized Mercedes-Benz Dealer.

If the Purchaser elects to cancel this Agreement within 60 days of the effective date and has not received any service under this Agreement, the Selling Dealer will within 30 days of cancellation issue to the Purchaser a full refund equal to the Purchase Price. If the Purchaser has received service under this Agreement, the Selling Dealer shall issue to the Purchaser within 30 days of cancellation a refund equal to the Purchase Price minus the cost of any services received under this Agreement.

If the Purchaser elects to cancel this Agreement more than 60 days after the effective date, the Selling Dealer shall issue to the Purchaser within 30 days of cancellation a refund equal to the Purchase Price minus the cost of any services received under this Agreement.

MBUSA reserves the right to cancel this Agreement at any time for Purchaser non-payment. If the Purchaser fails to pay as required, MBUSA may terminate this Agreement by mailing to the Purchaser a written notice stating the grounds for cancellation, and this Agreement will terminate 5 days after the postmarked date of the cancellation notice. The Selling Dealer shall then issue to the Purchaser within 30 days of cancellation a refund equal to the Purchase Price minus any services received under this Agreement.

MBUSA reserves the right to cancel this Agreement at any time for the Purchaser's fraud or material misrepresentation. MBUSA may terminate this Agreement by mailing to the Purchaser a written notice stating the specific nature of the fraud or misrepresentation. The Selling Dealer shall then issue to the Purchaser within 30 days of cancellation a refund equal to the Purchase Price minus any services received under this Agreement.

If any promise made in this Agreement has been denied or has not been honored within 60 days after your request, you may contact the California Department of Insurance at 1-800-927-4357.