

Audi Vehicle Warranty / Audi Freeway Plan / Audi Assist / Audi Approved Motor Body Repairers South Africa

# **Audi South Africa**

A Division of Volkswagen of South Africa (Pty) Ltd (Reg. No. 05/23458/07)

129 Patricia Road, Atholl, Sandton, 2146

# **Audi Customer Interaction Centre:**

Customer care support within SA: Telephone 086 043 4838 Customer care support outside SA: Telephone +27 41 994 5616

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# Welcome to Audi

At the heart of every Audi lives the slogan of Vorsprung durch Technik. These words encapsulate the Audi philosophy of progress and innovation, the forward thinking ability to anticipate the needs of the rapidly changing times by consistently creating cars that evolve with humankind. This booklet highlights important information relating to:

#### **Audi Warranties**

A comprehensive one year warranty against defects in materials and workmanship.

### Audi Freeway Plan

A comprehensive maintenance plan which covers servicing and maintenance.

#### Audi Assist

A comprehensive programme offered by Audi South Africa and the Audi dealer network providing national 24 hour roadside assistance.

## **Audi Approved Motor Body Repairers**

A comprehensive network of approved motor body repairers who repair your Audi to specified standards in the event of an accident.

The contents of this booklet underpin our promise of customer delight and are aimed at affording you, our valued customer, peace of mind motoring. We trust that owning and driving your Audi will be an enjoyable and rewarding experience.

For more information on these programmes, please contact the Audi Customer Care Support within SA: 086 043 4838 Audi Customer Care Support outside of SA: +27 41 994 5616

**Audi South Africa** (Division of Volkswagen of South Africa (Pty) Ltd.)

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# **Audi Vehicle Warranty**

## 1. Nature of Warranty

Audi South Africa warrants that the vehicle is free from defects in material and workmanship according to current industrial standards. This warranty replaces all other warranties (except the warranties contained in this booklet) where legally permissible.

#### 2. Period

This warranty becomes effective on date of first registration/or delivery to customer, whichever comes first, and is valid for a period of one (1) year. Claims during the period will not extend the warranty.

### 3. Claims

Claims in terms of the warranty can be made only at approved Audi Dealers and must be made immediately upon ascertaining the defect.

# 4. Cover (also applicable to Audi Vehicles Body Warranty)

- 4.1 The warranty covers the repair of defective workmanship and/or replacement or repair of defective parts;
- 4.2 Replaced items become the property of Audi South Africa;
- 4.3 The warranty does not cover claims attributable to:
  - (a) Repair of the purchased item by a workshop not authorised by Audi South Africa to effect the service and/or repair;
  - (b) Installation of parts and/or accessories the use of which has not been approved by Audi South Africa;
  - (c) The failure by the customer to comply with the instructions for the operation of the vehicle as reflected in the owner's manual, operating specifications and any other documentation accompanying the vehicle on the date of delivery and/or brought to the attention of the customer;
  - (d) The failure by the customer to comply with the Service Schedule. In this regard Audi South Africa reserves the right to reject any warranty claims and/or repudiate the warranty cover if services are not carried out as per the scheduled service intervals;
  - (e) Maintenance, services and wear and tear;
  - (f) Industrial pollution and corrosion due to weather conditions;

- (g) Damages to paintwork and chrome due to climatic, thermal, chemical or mechanical influences;
- Improper handling or misuse, including but not limited to any form of competition;
- (i) Poor road and adverse driving conditions;
- Modifications, conversions, tuning, upgrading and fitment of non-approved after-market accessories. This applies even if Audi South Africa issues guidelines;
- (k) Accident or impact damage.

#### 5. Cost

The customer will not be charged with the cost of repairing defective workmanship and/or replacing defective parts in terms of the warranty.

# 6. Exclusions of other losses and/or damages

The warranty is limited to the cover specified in paragraph 4. The right to recover any other losses and/or damages is therefore excluded.

# **Audi Vehicle Body Warranty**

## 1. Nature of Warranty

Audi South Africa warrants the body of the Audi vehicle against corrosion and defective paintwork. This warranty replaces all other warranties (except the warranties contained in this booklet) where legally permissible.

#### 2. Period

- 2.1 The warranty becomes effective on date of first registration/or delivery to customer, whichever comes first, and is valid for a period of:
  - (a) Three (3) years in respect of paint defects;
  - (b) Twelve (12) years in respect of the body metal becoming "rusted through";
- 2.2 Claims during the warranty period will not extend the warranty.

### 3. Claims

- 3.1 Claims in terms of the warranty can be made only at approved Audi Dealers and must be made immediately upon ascertaining the defect;
- 3.2 If a claim is accepted during the period of the warranty, the defect will be rectified by Audi South Africa at panel shops specified by Audi South Africa.

#### 4. Costs

The customer will not be charged with the cost of repairing defective workmanship and/or replacing defective parts in terms of the warranty.

# 5. Exclusion of other losses and/or damages

The warranty is limited to the cover specified in paragraph 4 on page 3. The right to recover any other losses and/or damages is therefore excluded.

# Audi Genuine Parts, Audi Genuine Accessories and Remanufactured Parts Warranty

## 1. Nature of Warranty

Audi South Africa warrants that the purchased item is free from defects in material and workmanship according to current industrial standards. This warranty replaces all other warranties (except the warranties in this booklet) where legally permissible.

### 2. Period

- 2.1 The warranty becomes effective on date of invoice of the purchased item to the customer and is valid for a period of two (2) years irrespective of kilometers covered by the vehicle during this period;
- 2.2 This warranty only applies in respect of the fitment of purchased items after the Audi Vehicle Warranty expires.

### 3. Claims

Claims in terms of the warranty can be made only at approved Audi Dealers and must be made immediately upon ascertaining the defect.

### 4. Cover

- 4.1 The warranty covers the replacement or repair of purchased items;
- 4.2 Replaced items become the property of Audi South Africa;
- 4.3 The warranty does not cover claims attributable to:
  - (a) Repair of the purchased item by a workshop not authorised by Audi South Africa to effect the service and/or repair;
  - (b) Installation or modification of the purchased item the use of which has not been approved by Audi South Africa:
  - (c) Improper handling or misuse, including but not limited to any form of competition.

### 5. Cost

The warranty is limited to the cost of the replacement of the purchased item. In this regard removal and/or installation costs are excluded.

# 6. Exclusion of other losses and/or damages

The warranty is limited to the cover specified in paragraph 4. The right to recover any other losses and/or damages is therefore excluded.

# Audi Freeway Plan

# 1. Nature of Audi Freeway Plan

Audi Freeway Plan (AFP) is a service and maintenance agreement between Audi South Africa and the customer on the terms and conditions below.

### 2. Duration and Territory

- 2.1 Every new Audi is sold with an optional five (5) years/100 000 km AFP. The AFP commences on date of first registration/or delivery to the customer, whichever comes first, and will continue for a period of five (5) years or a distance of 100 000km, whichever occurs first. The extension of the standard AFP cover is dealt with in paragraph 6;
- 2.2 The AFP applies to the territories of South Africa, Botswana and Namibia only.

### 3. Cover

- 3.1 The AFP covers the following by an approved Audi Dealer:
  - 3.1.1 All scheduled services as stipulated by the manufacturer and/or Audi South Africa in the owner's manual and service booklet applicable to the vehicle:
  - 3.1.2 The replacement of parts according to technical requirements;
  - 3.1.3 Replacement of parts due to normal wear and tear.

    The decision as to what constitutes normal wear and tear lies solely in the discretion of Audi South Africa.
- 3.2 The AFP does not cover the following:
  - 3.2.1 Any alteration to or modification of the vehicle of whatever nature and any consequential damage arising from such alteration or modifi cation;
  - 3.2.2 The service and/or maintenance of the purchased item by a workshop not authorised by Audi South Africa to effect the service and/or maintenance;
  - 3.2.3 The repair or replacement of any windscreen, windows, damaged glass, carpet, trim, seat covers, soft-top canvas and/or frames, sunroof pane, paintwork or body panels;

- 3.2.4 Any maintenance or work required as a result of you failing to comply with the terms of the AFP or your obligations in terms of the owner's manual and/or service booklet and/or warranty terms and conditions. In this regard Audi South Africa reserves the right to reject any maintenance claims and/or repudiate the AFP cover if services are not carried out as per the scheduled service intervals;
- 3.2.5 The repair of any damage of whatever nature caused as a result of:
- (a) Accident, collision and/or impact damage;
- (b) The use in the vehicle of oils, lubricants and other additives not approved by the manufacturer and/or Audi South Africa;
- (c) Industrial pollution and rust corrosion;
- (d) Neglect, improper handling or misuse of the vehicle, including but not limited to any form of competition;
- (e) Work performed on the vehicle by persons other than an approved Audi Dealer and/or approved Repair Shop;
- (f) Poor road and adverse driving conditions;
- (g) Fitment of any accessory or equipment not approved by Audi South Africa.
- 3.2.6 The replacement of tyres;
- 3.2.7 Recovery, towing, travelling and related costs.

# 4. Change of Ownership / Disposal

- 4.1 Subject to paragraphs 4.2 and 4.3, the AFP cover shall be transferable to a subsequent purchaser of the vehicle if the vehicle is sold prior to expiry of the AFP period and mileage limit applicable to your AFP contract;
- 4.2 If you dispose of the vehicle or cease to be the owner, purchaser or lessee of the vehicle before expiry of the AFP contract you shall immediately notify Audi South Africa in writing and provide Audi South Africa with the name and address of the new owner, purchaser or lessee of the vehicle;
- 4.3 Upon change of ownership Audi South Africa may require that the Audi Integrity check be completed by an approved Audi Dealer. The AFP shall lapse if Audi South Africa, in its sole discretion, is not satisfied with the condition of the vehicle after such inspection;

- 4.4 No credit or refund will be given on AFP optional contracts in the circumstances contemplated in paragraphs 4.2 and 4.3 above;
- 4.5 You shall be entitled to a pro-rata credit on the cost of an AFP extension contract in the circumstances contemplated in paragraph 4.4 above at the sole discretion of Audi South Africa.

## 5. Accident Damage

- 5.1 Damage caused to vehicles shall only be repaired by Approved Audi Motor Body Repairers. A list of Audi Approved Motor Body Repairers can be obtained from any Audi Dealer or www.audi.co.za;
- 5.2 The owner/driver shall immediately notify AFP of any accidents that the vehicle is involved in, and of the damage to the vehicle.
- 5.3 AFP shall have the right but shall not be obliged to inspect the vehicle prior to the reinstatement of the AFP cover. Notwithstanding the reinstatement of the AFP cover, AFP shall have no liability in respect of the AFP cover if its obligations are rendered more onerous as a result of the accident and/or repairs;
- 5.4 Audi South Africa shall be entitled to terminate the AFP contract if you fail to notify AFP of any accident and the details of any repairs as a result thereof.

### 6. Contract Extension

- 6.1 You shall have the option to extend the AFP cover subject to the payment of the AFP extended option cost applicable at the time of the extension;
- 6.2 The AFP can be extended from five (5) years/100 000km to a maximum of ten (10) years/300 000km (whichever occurs first) from the date of initial delivery;
- 6.3 Applications for extension must be lodged prior to the expiry of the AFP;
- 6.4 Quotations for the extension of AFP contracts may be obtained from any Audi Dealer, Aud South Africa website or Audi Customer Interaction Centre Telephone 086 043 4838 (within SA) or +27 41 994 5616 (outside SA);
- 6.5 Audi South Africa shall be entitled, in its sole discretion, to refuse an application for extension;

6.6 Audi South Africa may reserve the right to request an inspection of the vehicle.

#### 7. Cancellation

- 7.1 Audi South Africa shall have the right to cancel this AFP by written notice of such cancellation to you in the event of:
  - (a) Alterations or modifications of the vehicle and/or repair or maintenance of any accessory, modification or equipment having taken place without the knowledge and written consent of Audi South Africa, notwithstanding the contents of paragraphs 3.1 and 3.2; or
  - (b) Tampering with the odometer; or
  - Failure to have your accident damaged vehicle repaired at an Audi Approved Motor Body Repairer; or
  - (d) You failing to inform Audi South Africa of the disposal or destruction/damage of the vehicle as provided for in terms of paragraphs 4.2 and 4.4; or
  - (e) You failing to meet any other obligation in terms of the AFP.

The effective date of the cancellation of the AFP shall be the date on which such notice of cancellation is given ("Notification Date") or, at Audi South Africa's discretion, the date of the occurrence in question.

- 7.2 Audi South Africa's obligations in terms hereof shall cease upon cancellation of the AFP and you shall not be entitled to any refund.
- 7.3 You must notify Audi South Africa in writing if the vehicle is stolen, hijacked, destroyed or damaged beyond repair and is consequently written off by its insurer before the expiry of the AFP. The AFP shall be deemed to have been cancelled upon the date of such occurrence.
- 7.4 A pro-rata credit will be given on the cost of an AFP in the circumstances contemplated in paragraph 7.3 above, at the sole discretion of Audi South Africa and in accordance with its legal obligation.

## 8. Validity

If any provisions in the AFP are invalid and unenforceable such provisions shall be removed from the AFP and the remainder of the AFP shall be valid and binding.

#### 9. Laws

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

## 10. Liability

Audi South Africa shall not be liable to you for failure to fulfil its obligations if such failure is caused solely by a matter or occurrence which is beyond its control and nor shall Audi South Africa be liable for indirect or consequential loses, howsoever caused.

### 11. Entire Agreement

Audi South Africa and the client record that the AFP constitutes the entire agreement between them in relation to the servicing and maintenance of the vehicle.

#### 12. Non-Variance

No alteration, variation or suspension of any of the terms of the AFP or any consensual cancellation of the AFP shall be of any force or effect unless reduced to writing and signed by Audi South Africa and yourself or our duly authorised representatives.

# 13. Signing Authority

By signing the AFP Registration Certificate, the signatory represents that he/she is authorised to do so.

### **Audi Assist**

### 1. Nature of Audi Assist

- 1.1 Audi Assist is a programme whereby Audi South Africa and its national Dealer network pledge to provide you with peace of mind motoring by providing the infrastructure to support a country-wide service 24 hours a day, every day of the year. The programme is known as Audi Assist and operates within the borders of South Africa, Namibia and Botswana;
- 1.2 The objective of the programme is to provide roadside assistance by a fully equipped and trained Audi technician. The focus is to get you mobile in your own vehicle. Where a roadside repair cannot be effected and the vehicle needs to be towed to the nearest Audi dealer, you and the occupants of the vehicle will be entitled to the benefits of the Audi Assist programme on the terms and conditions below.

#### 2. Period

The Audi Assist benefits will be provided from the date of first registration/or delivery to the customer, whichever comes first, and will continue for the period of the warranty and/or the AFP (if selected).

#### 3. Benefits

The Audi Assist programme offers the following benefits:

- 3.1 If assistance is required as a result of a mechanical or electrical breakdown (which includes the circumstances referred to in paragraphs 3.1(a)-(d) below):
  - (a) Flat tyres;
  - (b) Flat batteries:
  - (c) Fuel shortage;
  - (d) Vehicle keys locked inside the vehicle.
- 3.2 Where your vehicle cannot be repaired at the point of breakdown to render it mobile, you are entitled to courtesy transport if the breakdown is within 100 kilometers of your normal place of residence, provided that such transportation will only be arranged to one address;
- 3.3 Where your vehicle cannot be repaired at the point of breakdown to render it mobile, and the breakdown occurs further than 100 kilometers from your normal place of residence, you are entitled to elect one of the following benefits:

### (a) Hotel Accommodation:

Audi Assist will arrange and pay and contribute towards hotel accommodation for you and the occupants of the vehicle in an amount determined by VWSA in its discretion.

### (b) Car Rental:

If you prefer not to elect the hotel accommodation referred to above, Audi Assist will arrange and pay for a car rental for a maximum of forty-eight (48) hours. This arrangement will be subject to you accepting the standard terms and conditions of the car rental company. Audi South Africa will reimburse the rental company on your behalf in respect of the rental charges only. Any charges relating to fuel and/or any other obligations reflected in the rental agreement will be for your account.

- 3.4 Where the breakdown has occurred further than 100 kilometers from your normal place of residence, Audi Assist will arrange and pay to collect your vehicle and return it to your closest Audi dealer after it has been repaired;
- 3.5 Where the breakdown has occurred within 100 kilometers from your normal place of residence, Audi Assist will arrange and pay for the vehicle to be collected and repaired at the approved Audi Dealer closest to your place of residence;
- 3.6 If required due to overnight delay, Audi Assist will arrange and pay for the first forty-eight (48) hours of safe storage of the vehicle.

# 4. Exclusion of other losses and/or damages

The Audi Assist programme is limited to the benefits specified in paragraph 3. All other costs are for your account, unless these are covered by the warranty and/or AFP (where applicable) in respect of the vehicle. The right to recover any other losses and/or damages is therefore excluded.

# Audi Approved Motor Body Repairers

# Nature of the Audi Approved Motor Body Repairer programme

An Audi Approved Motor Body Repairer is a repair organisation which has been approved by Audi South Africa based on specified standards and other criteria determined by Audi South Africa.

# 2. Important Information

- 2.1 Audi South Africa has no liability for accident damage, repairs and the consequences of the repair in terms of the warranty and the AFP;
- 2.2 The AFP is suspended if the vehicle is involved in an accident (refer to paragraph 5 of the AFP). Audi South Africa may reinstate the AFP cover, provided the vehicle is repaired by an Audi Approved Motor Body Repairer;
- 2.3 In addition to the above, the Audi Approved Motor Body Repairer commits to the following:
  - (a) That it will perform all body and paint services in accordance with the guidelines specified by Audi South Africa;
  - (b) That it will only use Audi Genuine Parts for repairs;
  - (c) That the work performed by the Audi Approved Motor Body Repairer shall be free of defects in material and workmanship for a period equal to the remaining duration of the Audi Body Warranty;
  - (d) That any paint work performed will be free of defects for a minimum period of three (3) years from the date of completion of the repairs.
- 2.4 Please note that full details of the warranty offered by the Audi Approved Motor Body Repairer should be obtained from the Audi Approved Motor Body Repairer at the time of any repairs.