

CITROËN SERVICE PLAN TERMS & CONDITIONS

CITROËN SERVICE PLAN CONTRACT

This Contract sets out the terms and conditions of the Citroën Service Plan Contract, hereafter referred to as the "Contract", offered by I.M. European Motors Ltd (hereafter referred to as "We", "Us" or "Our") to the customer in respect of the vehicle described in the Citroën Service Plan Contract Schedule overleaf (hereafter referred to as the "Schedule"). I.M. European Motors Ltd, Airside Motor Park, Swords, Co Dublin.

CLAUSE 1 – QUALIFYING INDIVIDUALS (Hereafter referred to as "You" or "Your")

You will be considered to be an individual who qualifies for this Contract if You own a Qualifying Vehicle and apply within the Subscription Period (see Clauses 3 and 4 below).

CLAUSE 2 – DURATION OF THE CONTRACT

- 2.1 The Contract is valid for a maximum period of 3 years as set out in the Schedule, commencing from the Contract start date (that is, the date of first registration).
- 2.2 A vehicle that is under the terms of the Contract that is kept off the road will not receive an extension to the Contract length.
- 2.3 The Contract shall terminate automatically and immediately when the period of the Contract has expired, or when 3 scheduled services have been completed on the vehicle, whichever is the sooner.

CLAUSE 3 – QUALIFYING VEHICLES AND VEHICLE USE

- 3.1 To qualify for this Contract a vehicle must be a passenger car for private (social, domestic and pleasure purposes, and driving to and from work) or business use.
- 3.2 Vehicles are those included in the IM European Motors Ltd price list in force on the Contract start date, and restricted to those vehicles that are registered and used principally in the Republic of Ireland.
- 3.3 This Contract does not cover vehicles used for short period hire for a period of less than 12 consecutive months, taxis, driving school vehicles, ambulances, vehicles that have been technically modified or imported, left-hand drive vehicles, electric vehicles, vehicles used for competitions or rallies (this list is not exhaustive).

CLAUSE 4 – SUBSCRIPTION PERIOD

The Contract can be taken out up to twelve months after the vehicle first registration date and on condition that the said vehicle has not exceeded the mileage at which the first scheduled service or (if applicable) first annual service is due as detailed in the vehicle's Maintenance and Warranty Guide and that it has been repaired and serviced according to the recommendations in the vehicle's Maintenance and Warranty Guide, and in the event of a fault that is the responsibility of the manufacturer, repaired by a member of the Citroën Authorised Repairer network.

CLAUSE 5 – TERRITORIES COVERED

This Contract shall provide cover throughout the Citroën Authorised Repairer network in the Republic of Ireland only.

CLAUSE 6 – COVER AND CONDITIONS OF THE CONTRACT

The Contract covers scheduled servicing operations (including parts and labour costs) where carried out by a Citroën Authorised Repairer in the Republic of Ireland but excluding arduous conditions servicing - all as defined in the vehicle's Maintenance and Warranty Guide. Also included is replacement of brake fluid and AdBlue as specified in the vehicle's Maintenance & Warranty Guide.

6.1 The Service Plan does not cover replacement of parts that are subject to normal wear and tear associated with the use of the vehicle. This includes the following parts: brake pads, linings and discs, tyres, clutch, drive belts, suspension dampers, wiper blades, spark plugs, bulbs, dry cell batteries and fuses, ball joints and wheel bearings (this list is not exhaustive).

CLAUSE 7 – CONDITIONS OF PAYMENT

The price of the Contract is that taken from the price list in force on the day the Contract is entered into, as set out on the invoice. It is payable in full upon signing of the Contract Schedule at the dealership.

CLAUSE 8 – CONSUMER DATA PROTECTION

You agree that the information provided by You at the time the Contract is entered into and during the period of the contract set out in the Schedule is passed to Us and may be passed to other members of the Citroën Franchise Network and Associated Companies in order to provide You with the appropriate level of service and any other products or services that We would like to inform You of, from time to time. You have right of access to and correction of this information through I.M. European Motors Ltd, Airside Motor Park, Swords, Co Dublin. Please inform Us if You do not wish to receive any further information from us concerning our products or services.

CLAUSE - 9 ASSIGNMENT OF CONTRACT

A person acquiring a vehicle that has the benefit of a Contract that is still valid can, if they wish, also benefit from the services. They have simply to request this from their Citroën dealer, giving their contact details including name and address together with a photocopy of the new registration document.

CLAUSE 10 – RESOLVING DISPUTES AND GOVERNING LAW

This Contract and any issues or disputes arising out of it or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation or otherwise) shall be governed by and construed in accordance with the laws of Ireland and the parties hereto irrevocably agree that the Courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Agreement and for such purposes the parties irrevocably submit to the jurisdiction of the Irish Courts.