



Nissan New Zealand Limited: Pre-paid Service Plan Terms & Conditions

December 2021

1. SERVICE PLAN

- 1.1. Nissan will pay the Dealership on your behalf for all completed Scheduled Services during the Term.
- 1.2. The Scheduled Services will be carried out by a Dealership during the Term at a date to be agreed by you and the Dealership.
- 1.3. The Service Plan covers applicable checks and service work as set out in the Owner's Handbook and may include:

Standard Schedule Service Inclusions	
Applicable Checks, Service and Maintenance Work in accordance with the Owners Handbook	
All work as stipulated in the relevant Nissan Owner's Handbook and listed in the Nissan Price Guides at www.nissan.co.nz/owners/servicing for the Vehicle.	✓

- 1.4. Scheduled Services do not include:

Standard Schedule Service Exclusions	
Damage repairs resulting from, misuse, improper operation and/or accidents	✗
Replacement of wear and tear items such as tyres, brake pads, wiper blades etc.	✗
Updates to the series model including navigation map and software upgrades	✗
Damage caused by use in motorsport	✗
Failures traced to permissible gross vehicle mass or permissible axle mass having been exceeded.	✗
Fluids, additives and treatments not specified as part of the relevant Scheduled Service	✗
Brake fluid replacement	
Glass and trim	✗
Additional repairs found to be required at the time of service	✗
Repairs or additional maintenance for vehicles operated in Severe Driving Conditions	✗
Additional maintenance due to modification from original specification, such as LPG, turbo chargers, drive trains, suspensions etc.	✗
Fitment or service of non-genuine parts or non-genuine accessories, or additional maintenance due to non-genuine parts or non-genuine accessories	✗
Adjustments and/or any additional work deemed necessary not otherwise covered in the Scheduled Service	✗
Damage due to climatic conditions such as hail or flood	✗
Damage due to plant or animal substances	✗
Industrial pollution damage	✗
Damage or injuries to person or property	✗

Transportation and travel expenses	x
Hotel expenses	x
Loss of income	x
Vehicle down time	x
Expenses associated with customer request for remote location servicing	x

- 1.5. If the Dealership where you take the Vehicle for a Scheduled Service reasonably decides that any work (which may include replacement of parts) is necessary for the efficient, safe and reliable operation of the Vehicle in addition to the work covered by the Service Plan, the Dealership will contact you with the details and request your authorisation before any additional work is carried out. The cost of this work is not covered by the Service Plan. If you provide authorisation, the Dealership may then take all reasonable measures to do the work without delay and to minimise any damage to the Vehicle. You are responsible for the costs of the additional work that is not covered by the Service Plan.

2. YOUR OBLIGATIONS

- 2.1. You must deliver the Vehicle to a Dealership at the time or kilometre intervals, whichever occurs first, as required by the Scheduled Service intervals for the Vehicle, also listed at www.nissan.co.nz/owners/servicing/servicing-price-guides
- 2.2. Any required Scheduled Service must be completed within the lessor of 8 weeks or 2,000 kilometers of the service interval.
- 2.3. For a Scheduled Service you must make the Vehicle available at a Dealership by prior appointment in a reasonably clean condition.
- 2.4. You must carry out all instructions for use of the Vehicle contained in the Owner's Handbook accurately and fully.
- 2.5. If you do not have any Scheduled Service done as required by the Service Plan, the Scheduled Service will be deemed to have been completed for the purposes of the Service Plan, unless agreed in writing by Nissan.

PAYMENT

- 2.6. If you have agreed to purchase the Service Plan you must pay (or arrange for your financier to pay) the Dealership for the Service Plan when you purchase the Vehicle.
- 2.7. The cost of each separate scheduled service within the Service Plan are listed at www.nissan.co.nz/owners/servicing for the Vehicle and the total cost of the Service Plan is set out in the Service Plan Details Letter.
- 2.8. Nissan or a related entity may pay someone a commission for the sale of the Service Plan to you. The commission may be paid, for example, to the Dealership where you bought the Service Plan.

3. ENDING AND TRANSFERRING THE SERVICE PLAN

- 3.1. The Service Plan ends when all the Scheduled Services included in the Service Plan have been completed (or deemed to have been completed), unless it ends earlier under these terms and conditions.
- 3.2. If you paid for the Service Plan with a loan provided for the purchase of the Vehicle, and the Vehicle is repossessed by the credit provider or you surrender the Vehicle to the credit provider (for whatever reason), and the Service Plan has not already ended, it will terminate when the Vehicle is repossessed or surrendered.

- 3.3. If the Vehicle is written off by the insurer of the Vehicle, the Service Plan will end when you notify Nissan that it has been written off.
- 3.4. If you transfer ownership of the Vehicle to another person when the Service Plan has not ended, the remaining benefits of the Service Plan will transfer to the new owner of the Vehicle, subject to the terms and conditions of the Service Plan.

4. PRIVACY

- 4.1. Nissan may collect personal information about you for the purposes of providing services to you under the Service Plan and administration of the Service Plan, and for other purposes you agree to or which are required or authorised by law. Nissan may disclose your personal information to its related companies, which may be located overseas.
- 4.2. Nissan's privacy policy is available at <https://www.nissan.co.nz/privacy> and sets out how Nissan collects, uses and discloses your personal information, how you may access and correct your personal information, and Nissan's process for dealing with privacy complaints.

5. OTHER TERMS

- 5.1. Nissan and/or its Dealership will not be liable for any act, omission or failure by it under this agreement if that act, omission or failure results directly from an event or circumstances beyond the reasonable control of Nissan and/or its Dealership provided that:
 - (a) whenever Nissan and/or its Dealership becomes aware that such a result has occurred or is likely to occur, Nissan or its Dealership promptly notify you; and
 - (b) Nissan and/or its Dealership will continue to use its best endeavours to perform its obligations as required under this agreement.
- 5.2. The benefits under the Service Plan are in addition to any rights or remedies you may have under law, including the New Zealand Consumer Guarantee Act.
- 5.3. If Nissan receives an advantage from any term in these terms and conditions, Nissan may only exercise its rights under that term to the extent reasonably necessary to protect its legitimate interests, unless the term would not cause detriment to you if Nissan applied the term or relied on the term.

6. DEFINITIONS

"Dealership" means the service workshop of any participating authorised Nissan dealership approved by Nissan to sell and/or service Nissan vehicles.

"Nissan" means NISSAN NEW ZEALAND LIMITED. NZBN: 9429040579627.

"Owner's Handbook" means any and all manuals supplied by Nissan with the Vehicle at the time of purchase, including any warranty and service and maintenance requirements.

"Scheduled Service" means each separate scheduled service for the Vehicle conducted in accordance with the scheduled service intervals (time or kilometre whichever occurs first) as set out in the Owner's Handbook or the relevant servicing schedule listed at www.nissan.co.nz/service for the Vehicle.

"Severe Driving Conditions" means conditions in which a Vehicle has been used as set out in the Owner's Handbook and which may require additional work, and also additional servicing at more frequent intervals.

"Service Plan" means the prepaid service plan that Nissan agrees to provide to you for the Vehicle.

"Service Plan Details Letter" means the letter from Nissan given to you with these terms and conditions when you purchase the Service Plan and setting out the details of your Service Plan.

"Start Date" means the start date for your Service Plan as notified in the Service Plan Details Letter.

"Term" means the period beginning on the Start Date and ending on the earliest of the following:

- when the number of Scheduled Services covered by the Service Plan as set out in the Service Plan Details Letter have been completed (or deemed to have been completed) under these terms and conditions;
- when Nissan's obligations to carry out any Scheduled Services has ended in accordance with these terms and conditions; or
- when the Service Plan is terminated under these terms and conditions.

"Vehicle" means the new Nissan vehicle purchased by you (excludes GT-R) for which you have purchased the Service Plan.

"You" means the customer who has purchased the Service Plan.