

HAVAL ROADSIDE ASSISTANCE TERMS AND CONDITIONS OF SUPPLY

Current as at 3 October 2015

Who is HAVAL's Roadside Assistance Provider?

HAVAL has engaged the services of Assist Australia Pty Ltd ABN 59 072 530 217 of Level 9, 459 Little Collins Street, Melbourne, VIC 3000 (Assist Australia) to provide HAVAL Roadside Assistance Service. Assist Australia has supply arrangements with major motoring breakdown recovery organisations in Australia and will utilise these arrangements to provide the Services. Subject to the terms and conditions outlined below, Service will be provided 24 hours per day, 365 days a year during the Vehicle Eligibility Period.

Definitions and Interpretation

“Accident” means a collision between the Customer’s Vehicle and another vehicle or object.

“Breakdown” means a mechanical or electrical failure, which causes the Vehicle to be immobilised or renders it unsafe to drive, provided this is not occasioned by attempted or actual theft, attempted or actual break in or Accident related damage. A Breakdown may also mean a driver-related incident including, but not limited to, a deflated tyre, locked or lost keys, insufficient fuel or flat battery.

“Customer” means the Vehicle Owner when driving the Vehicle or any other person driving the Vehicle with the consent of the Vehicle Owner.

“HAVAL” means HAVAL Motors Australia Pty Ltd ABN 68 166 119 795.

“Haval Roadside Assistance” means the provider of Haval customer roadside assistance described in these terms and conditions.

“Remote Areas” means areas within Australia that are sparsely populated and where Services provided by a Service Provider are not readily available.

“Services” means those services set out in these terms and conditions.

“Service Provider” means a party sub-contracted by Haval or by Assist Australia to provide roadside assistance at the sole discretion of HAVAL.

“Vehicle” means a Haval vehicle conforming to one of the descriptions listed, namely: passenger, 4x4 recreational, and light commercial vehicle type weighing approximately 2,500 Kg gross vehicle mass, which is not greater than 2.3 metres wide, 2 metres in height and 5.5 metres in length, which has been sold to a customer by an authorised Haval Dealer with HAVAL Roadside Assistance applicable.

“Vehicle Eligibility Period” means 5 years from the date of first registration of the Vehicle.

HAVAL Roadside Assistance 1800 076 530

HAVAL Roadside Assistance is easily accessed by calling 1800 076 530 from anywhere in Australia for the services listed within this document. HAVAL Roadside Assistance will assess and attempt to rectify the problem. Every care will be taken to get the Customer back on the road, however where the Service Provider considers this is not possible, or not safe to do so, or where there is a chance that mechanical action may void the new vehicle warranty, then towing will be provided subject to these terms and conditions.

Terms, conditions and service content are subject to change by Haval.

1. Mechanical Related Roadside Assistance

On arrival to the breakdown site, the Service Provider will attempt to rectify any non-collision or non-insurance related Breakdown that has disabled the Vehicle and made it unsafe or unable to be driven.

2. Non-Mechanical Related Roadside Assistance

2.1 *Wheels and Tyres*

HAVAL Roadside Assistance provides wheel changing services for a damaged tyre/wheel with the Vehicle's serviceable spare, where the spare is roadworthy and compatible with the other tyres/wheels on the Vehicle, or provides assistance with utilising the Vehicles gel-repair kit (gel sealant) if one is supplied with the vehicle.

Where the spare is not serviceable, roadworthy or compatible, or where replacement wheel studs / nuts are not available or locking wheel nut key is unavailable, or where multiple wheels require changing, a tow to the nearest facility able to supply and/or repair the tyre/wheel will be provided at the Customers expense.

Where the Vehicle has a tyre repair kit (sealant gel and inflation pack) in lieu of a spare tyre, HAVAL the Service Provider will assist in using the tyre repair kit to effect a temporary repair, but where the repair kit is not suitable to affect a temporary repair due to the nature and extent of the tyre damage, the Vehicle will be towed to the nearest facility able to supply and/or repair the tyre/wheel at the Customers expense.

2.2 *Flat Battery*

HAVAL Roadside Assistance will provide a 'battery boost' and any other practical assistance to start the Vehicle. Where the Vehicle cannot be started and where a new battery is required, this will be arranged by Haval Roadside Assistance. Where a battery is covered under the battery warranty (i.e. 12 months from the date of first registration of the Vehicle) the cost of replacement is covered by HAVAL Roadside Assistance. If the battery is out of warranty, battery replacement is at the Customers expense.

2.3 *Lockout*

If the keys are locked in the Vehicle, HAVAL Roadside Assistance will attempt to open the Vehicle. Where necessary, HAVAL Roadside Assistance will co-ordinate the pick-up and delivery of the Vehicle's spare key, or the attendance of a locksmith. A limit of \$100 (including GST) applies. All

costs in excess of the \$100 (including GST) are at the Customer's expense. This action will be subject to satisfactory proof of ownership or the Customer's authority to drive the Vehicle. Any excess cost, and the cost of replacement keys is at the Customers expense. Any loss or damage that occurs to the Vehicle in the course of gaining access to recover keys locked inside the Vehicle, is for at Customer's risk. In the event that the Vehicle cannot be opened and the spare keys cannot be accessed then a tow can be arranged by Haval Roadside Assistance at the Customer's expense.

2.4 *Out Of Fuel*

Wherever possible, the attending Service Provider will provide sufficient liquid fuel to enable an out of fuel petrol or diesel vehicle to be driven to the nearest service station. Where it is not possible or practical to provide liquid fuel, a tow will be provided to the nearest service station at HAVAL_no expense to the customer.

2.5 *Incorrect Fuel*

Where the Vehicle has been incorrectly fuelled, and requires a tow, then HAVAL Roadside Assistance will provide towing services at the Customer's expense.

3. *Towing*

Where the Vehicle cannot be made mobile at roadside, towing to the closest authorised HAVAL dealer or HAVAL service centre, or the nearest service facility of the Service Provider will be provided at no expense to the customer, subject to these terms and conditions. Any additional or alternative towing requirements will be at the Customer's expense. In all cases, the decision regarding whether the Vehicle requires towing will rest solely with Haval Roadside Assistance.

3.1 *Caravan/Trailer Towing*

Towing will be provided, where possible, for caravans or any other form of trailer body whilst being towed by a Vehicle which has experienced a roadside breakdown and requires towing.

The cost of towing the caravan (or any other form of trailer body) will be at the Customer's expense except where towing is required to bring the caravan (or any other form of trailer body) to safety, in which case such towing will be at HAVAL no expense to the customer.

3.2 *After Hours Towing*

Where the Vehicle has become disabled and requires towing during periods where the HAVAL Dealer or service facility of the Service Provider is not open, towing and appropriate vehicle storage arrangements will be made (where available), at HAVAL no expense to the customer, until the Vehicle can be delivered under the towing criteria set out in clauses 3 of these terms and conditions.

4. *Metropolitan Taxi Service*

A taxi journey will be offered to the Customer in the event that the Vehicle cannot be made mobile at roadside in a metropolitan area and where the Vehicle has been cleared for towing by HAVAL Roadside Assistance. A one way taxi journey will be provided from the incident site up to the value

of \$50.00 (including GST). Any additional fares and/or subsequent taxi trips will be at the Customer's expense.

Included in the term metropolitan is that of provincial and/or regional city centres however, in these locations the provision of taxi service is delivered subject to availability of taxis.

5. *Urgent Message Relay*

The Customer will be provided with assistance to relay urgent messages to friends, family or business associates of the Customer. The cost of the call only is covered by HAVAL Roadside Assistance.

6. *Service Conditions*

6.1 *Remote Areas*

Where a Vehicle breakdown occurs in a Remote Area, roadside assistance will be provided by Haval Roadside Assistance however, Service delivery may be subject to lengthy delays brought about by Service Provider availability and accessibility to the breakdown location.

HAVAL Roadside Assistance may make alternative Service arrangements for Customers of Vehicles who experience a breakdown in a Remote Area in an effort to reduce the impact of delays and to ensure Customer satisfaction is maintained.

6.2 *Home Assistance*

Roadside assistance for the Vehicle will be provided at the Customer's home address in the same way as at roadside however, during times of high demand, 'at roadside' calls will be given priority over 'at home' calls.

6.3 *Unattended Vehicles*

Under no circumstances will an unattended vehicle receive Service. The Customer must wait with the Vehicle until the Service Provider arrives. Where the Customer has elected an authorised representative to attend the Vehicle, this representative must hold a current motor vehicle drivers licence in case the Vehicle is required to be moved. Where the Vehicle is found to be unattended, the roadside assistance job may be cancelled. Any subsequent calls for Service (determined by Haval Roadside Assistance to be for the same incident) will be at the Customer's expense.

6.4 *Towing Limitations*

Towing (as described in clause 3) will be provided if the Vehicle can be transported within the legal weight and physical dimension limitations of the Service Providers standard towing network equipment. For vehicles exceeding these limitations, towing will be arranged at the Customer's expense.

6.5 *Service Limitations*

Roadside assistance services may be refused where the Service Provider attends a roadside assistance call and under initial inspection reasonably determines that:

- the Vehicle has been participating in any form of motor sport; or
- the Customer has been engaged in unlawful activity or driving under the influence of alcohol or drugs; or
- the Vehicle has undergone modifications; or
- there is a perceived safety risk in the reasonable opinion of the Service Provider.

Response times for services provided by Haval Roadside Assistance are also subject to:

- Resources being reasonably available in the vicinity of the breakdown or problem;
- Any circumstance reasonably considered to be beyond the Service Provider's control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as unexpected traffic conditions and telecommunication failures);
- Vehicle accident or traffic congestion; and
- Restricted access area requirements.

6.6 *Trafficable Roads*

Service will only be provided to a Vehicle that is disabled on a constructed road/driveway that is legally trafficable by a conventional two wheel drive vehicle and/or the towing/recovery vehicle (where required) as determined by the Service Provider.

6.7 *Vehicle Rescue*

Where the Vehicle becomes disabled off of legally trafficable roads including and not limited to beaches, open fields or creek beds, vehicle rescue may be arranged at the discretion of the Service Provider subject to the pre-payment of all costs related to the Vehicle recovery by the Customer.

6.8 *Bogged Vehicle Recovery*

Service will be provided by the Service Provider to the Vehicle stranded on a Trafficable Road subject to pre-payment of all costs related to the use of special equipment such as power winches or extended cables by the Customer.

6.9 *Special Equipment*

Should special equipment be necessary to effectively deliver Service and/or where the Service Provider has to return to their service facility to obtain this special equipment, the additional cost involved in doing so must be paid by the Customer.

6.10 *Natural Disasters/Industrial Disputes*

HAVAL Roadside Assistance reserves the right to alter and/or offer alternative assistance where a natural disaster (such as a flood, storm or fire) or an industrial dispute places extraordinary demands on the provision of Service. Where a disabled Vehicle cannot be reached, for example due to a natural disaster or an industrial dispute, the Service Provider will attempt to provide whatever alternative assistance is practicable under the circumstances. Any such assistance will be at the discretion of HAVAL Roadside Assistance and will not be unreasonably withheld.

6.11 Collision / Accident

Vehicles that are disabled as a result of a collision or impact with any object, whether caused by mechanical failure, or for any other reason including fire, or for any other incident typically covered by motor vehicle insurance (whether or not the Customer has insurance), will not be provided with towing under the HAVAL Roadside Assistance program.

6.12 Attempted Repairs

Where the Service Provider attends a roadside assistance event and under initial inspection reasonably considers a third party attempt to repair the Vehicle has caused damage, and the Vehicle cannot be started or driven without further risk of damage, Service may be refused. Towing under these circumstances will be at the Customer's expense.

6.13 Caravan and Trailer

Roadside assistance will not be provided for caravans or any other form of trailer body being towed by the Vehicle except as provided in clause 3.1.

6.14 Cargo

HAVAL Roadside Assistance and the Service Provider will accept no responsibility under any circumstances for the security and/or any loss associated with a disabled Vehicle's cargo which may result from delays in providing roadside assistance and/or towing.

6.15 Taxis

Taxis are exempt from Services under the HAVAL Roadside Assistance program.

6.16 Neglect and/or Abuse

HAVAL Roadside Assistance will not be responsible for additional or increased costs and expenses in delivery of the Services as a result of Vehicle neglect or abuse by the Customer. Repeated incidents of a similar nature in which it can be reasonably determined that the frequency and/or type of incident is as a result of the Customer's negligence may result in a suspension of the Customer and/or the vehicle from HAVAL Roadside Assistance Services.

6.17 Repair Costs

HAVAL Roadside Assistance will not be responsible for any costs in relation to parts or any other costs associated with the repair of the Vehicle, other than minor breakdown repairs to facilitate the immediate mobilisation of the Vehicle.

6.18 Privacy

Your personal information is collected by Haval to enable us to administer and provide you with roadside assistance, including arranging service to be supplied to you by third parties where appropriate.

Haval may share your personal information with HAVAL Assist Australia, Service Providers, Australian Motoring Clubs and Assist Australia related bodies corporate, agents and contractors (such as call centre and information technology providers) for these purposes and any other purpose you have consented to or as authorised by law. If you provide personal information about another person to us or our agents or contractors, you warrant that this information is provided with the consent of the individual concerned and that you have the authority to act on their behalf.

For more information about how Haval approaches privacy, please contact Privacy Officer at Haval and for information about how Assist Australia approaches privacy, please contact Privacy Officer at Assist Australia , Level 9, 459 Little Collins Street Melbourne VIC 3000 or by email at privacy@theamsgroup.com.au or read our Privacy Policy (available at www.assistaustralia.com.au).

The Haval and the Assist Australia Privacy Policy contains information about how you can gain access to or seek correction of personal information that Assist Australia holds about you. It also contains information about how you can make a privacy complaint and how Assist Australia will deal with it.