

General Terms and Conditions of BMW Australia Ltd (BMW Australia) for the sale of Service Inclusive packages in the BMW Store

1. Scope of Application, Contracting Partner

BMW Store is made available by Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, registered office and registration court Munich HRB 42243 (hereinafter referred to as "BMW") in accordance with the BMW ConnectedDrive terms and conditions.

The sale of Service Inclusive packages via the BMW Store (available at: <https://www.bmwconnecteddrive.com.au>) by BMW Australia Ltd. (ABN 11 004 675 129 of 783 Springvale Road, Mulgrave VIC 3170 AUSTRALIA) (hereinafter "BMW Australia") shall exclusively be subject to these General Terms and Conditions (hereinafter "Terms") in the version valid at the time of conclusion of the sales contract (as determined by the BMW ConnectedDrive terms and conditions where purchased through BMW Store

2. Offers and terms and conditions

2.1 Offers available

The customer may purchase its selection from the following Service Inclusive packages through the BMW Store for new and used vehicles:

- a) BMW Service Inclusive Basic for new and used vehicles;
- b) BMW Service Inclusive Plus for new and used vehicles; and
- c) BMW Service Inclusive for electric vehicles.

2.2 Terms and conditions

The availability and the terms of the Service Inclusion packages set out in clause 2.1, above, may be viewed through the "Terms and Conditions" link at the BMW Australia Service Inclusive webpage.

<https://www.bmw.com/enau/offersandservices/personalservices/serviceinclusive.html> ("BSI Terms and Conditions"). To avoid doubt, the terms that apply to a Service Inclusive package purchased by the customer are those set out on that webpage (or any replacement webpage) on the date that the customer's purchase of the package through BMW Store becomes binding in accordance with the ConnectedDrive terms and conditions.

3. Offer and Conclusion of Contract

3.1 The Service Inclusive packages displayed in the BMW Store and indicated as available constitute a binding offer by BMW Australia which the customer can accept at the specified fixed price.

3.2 In the BMW Store the customer can select a Service Inclusive package with the desired runtime mileage-combination under "Service Inclusive". The customer can initiate the order process by clicking the button "book now" for the selected Service Inclusive package.

3.3 If the customer has not yet registered at "My BMW ConnectedDrive" and/or has not yet entered any valid address and payment information, the customer first has to do this before he can place an order.

3.4 Provided the customer has registered at "My BMW ConnectedDrive" and has entered his valid address and payment information, the customer proceeds directly to an overview page displaying the complete order with all relevant contractual data. The customer has the option to check the complete data again and correct any possible input errors. By clicking the button "order with obligation to pay", a contract between the customer and BMW is concluded on the basis of the contractual provisions, including these Terms.

3.5 After completion of the order process, the customer receives a confirmation of the contract conclusion, a description of the purchased Service Inclusive package as well as a copy of these Terms via email.

- 3.6 The order is saved by BMW in the user account "My BMW ConnectedDrive". The customer can view, save and print the order there.
- 3.7 The purchased Service Inclusive package will be activated as soon as BMW has received the purchase price. If there is already a used car package activated and a second used car package is booked, the new contract will be activated as soon as the previous one expires.

4. Availability and Term of Service Inclusive Packages

- 4.1 For BMW vehicles for which the first service was not due yet, the customer can choose a "Service Inclusive" for new vehicles. For BMW vehicles, for which the first service was already due, the customer may only purchase a Service Inclusive package for a used vehicle. The customer can check the availability of the individual Service Inclusive packages for a BMW vehicle by entering the vehicle identification number in the BMW Store. Where the customer's vehicle is not eligible, the customer will not be eligible to purchase a Service Inclusive package and if they have already done so BMW Australia will refund to the customer any purchase price paid in full within a reasonable time after being informed by the customer of their preference for the method of refund.
- 4.2 The individual Service Inclusive packages have fixed terms which are measured by runtime in months and mileage of the vehicle in km; relevant for the expiry of the term is whichever threshold is reached first.
- 4.3 The term for "Service Inclusive" (runtime and mileage) begins with the first registration of the vehicle. The term for "Service Inclusive for Used Cars" (runtime and mileage) begins with the day of the first service covered by the package (based on the record in the electronic service history) respectively with the mileage at this time:

"Service Inclusive"

Availability

As of the first registration of the vehicle up to a maximum of 2 years after the first registration or until the vehicle's first service.

Commencement of the Term

"Service Inclusive" (runtime and mileage) begins with the first registration of the vehicle

"Service Inclusive for Used Cars"

Availability

After the vehicle's first service.

Commencement of the Term

"Service Inclusive for Used Cars" (runtime and mileage) begins with the first service covered by the package (based on the record in the electronic service history).

- 4.4 For example, if the customer purchases "Service Inclusive" in December 2021 for a BMW vehicle initially registered on October 1, 2021 for a term of 3 years / 40,000 km, the term of the Service Inclusive package begins on October 1, 2021. It ends on September 30, 2024 or on the day on which the vehicle reaches a mileage of 40,000 km, whichever is reached first.
- 4.5 Upon expiry of the chosen term in years or mileage in km (whichever is reached first), the entitlement to the services of the Service Inclusive package ends. The customer has the option to extend the term and/or mileage of the Service Inclusive package (within the term of the Service Inclusive and up to 15 months after the end of the term). This option to extend the term is not available for Service Inclusive for Used Cars.

5. Sale or Loss of Possibility to use the Vehicle

- 5.1 The Service Inclusive packages are vehicle based. They cannot be transferred to another vehicle or used for another vehicle.
- 5.2 If the customer sells the vehicle, the vehicle suffers a total loss or the customer can no longer use the vehicle for other reasons, the customer is not entitled to claim (partial) reimbursement of the purchase price for the Service Inclusive package.

6. Liability

- 6.1 BMW accepts no liability for the accuracy and topicality of the data and information transmitted via the services.
- 6.2 To the extent possible at law, including under the Australian Consumer Law (where it applies to this contract or the purchase of any services by the customer), BMW and members of the BMW Group:
- (a) shall not be liable in the event of malfunctions, interruptions and functional impairments of the services;
 - (b) exclude all warranties in relation to the services; and
 - (c) shall have no liability in connection with the customer's use of the services.
- 6.3 If you are a consumer for the purposes of the Australian Consumer Law (where it applies to this contract or the purchase of any services by the customer), certain guarantees apply to your use of the services which, by law, cannot be excluded. In the event that BMW's liability cannot be excluded by operation of clause 6.2, the liability of BMW and any member of the BMW Group shall, in the aggregate, be limited to, at BMW's election:
- (a) the resupply of the services; or
 - (b) the payment of the costs of having the services supplied again; or
 - (c) the amount paid by you for the services.
- 6.4 Neither BMW nor any other person, body corporate or other entity shall be liable in connection with these terms and conditions or the use of the services for any special, indirect or consequential loss and damage including loss of profit, loss of bargain, loss of goodwill, administrative costs or any loss and damage that is not reasonably foreseeable at the time of conclusion of the contract.

Customer Service

The BMW customer service can be reached by email at cdsupport_au@bmw.com.au.

The BMW ConnectedDrive hotline is available from Monday to Friday from 08:30 to 20:30 hours at the telephone number 133 BMW (133 269).

Choice of Law and Jurisdiction

The laws of Victoria, Australia shall apply to the order, the contract and any disputes arising out of the order, the contract, or the execution of the contract to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties submit to the exclusive jurisdiction of the Courts having authority in Victoria, Australia.