

## ŠKODA SERVICE AND MAINTENANCE AGREEMENT: TERMS AND CONDITIONS

### 1. Content of the Service and maintenance agreement

These terms and conditions are for the Škoda Service and Maintenance Agreement, Škoda Huoleton and the extension agreements for the above-mentioned agreements. Under this agreement, Helkama-Auto Oy undertakes to carry out the service and repair of the vehicle referred to above at an authorised Škoda workshop. Any spare parts or materials required are included under the agreement. All work is carried out to the extent needed to ensure that the vehicle operates reliably during the agreement period. Furthermore, Škoda Ajoturva (Roadside Assistance) is also included in the agreement throughout the agreement period. This agreement is without prejudice to the customer's rights under the warranty issued for the product. The agreement is valid in Finland. These terms and conditions of the Škoda Service and maintenance agreement do not prevent the customer from relying on a customer's right under the (Finnish) Consumer Protection Act to invoke a defect in the goods.

### 2. Service and repairs

The vehicle must always be serviced and repaired at an authorised Škoda workshop. Car service must be booked in advance and in connection with the booking, the customer must notify the workshop that the car has a Škoda Service and maintenance agreement. The vehicle must be serviced in accordance with the manufacturer's and importer's service schedule. If necessary, the customer must present a copy of the agreement at the workshop.

### 3. What is included and excluded

#### **Helkama-Auto Oy will cover the following service and repair costs:**

- service of the vehicle in accordance with the manufacturer's or importer's instructions for the vehicle regarding the service interval and schedule, including spare parts and materials
- the vehicle's natural wear and tear, or repairs due to manufacturing defects in parts, including lamps, bulbs and wiper blades, when a scheduled service is being carried out or if required for reasons of road safety
- recharging the air conditioning system if necessary, or intervals of no more than two years, calculated from the date the car was put into service or from the previous service filling (excluding electric cars, where air conditioning service is carried out according to the manufacturer's maintenance schedule)
- topping up the engine oil between services if required
- vehicle inspection (MOT) when due (at the earliest three months before the end of the inspection period)
- brake service every two years, including brake drag correction and brake cleaning, calculated from the date the car was put into service or from the previous brake service
- topping up the AdBlue tank during a scheduled service

#### **The customer is liable for the costs of the following:**

- the repair of defects and damage due to external factors such as the use of the incorrect or poor quality fuel, of dents and of damage caused by stones flicked up from the road
- defects and damage due to factors beyond the control of the seller and customer, such as fire, vandalism, natural phenomena, war, or any other force majeure event
- collision repair and towing
- painting, rust protection and the repair of rust damage
- the repair of defects and damage caused by negligence or use of the vehicle that is contrary to the instructions in the user manual
- the repair of defects and damage due to abnormal use of the vehicle
- the repair or replacement of equipment and accessories other than those that are factory-fitted
- the repair or replacement of upholstery, seats, interior panels, decorative parts, or a damaged steering wheel
- the repair or replacement of windshield and other windows
- the repair or replacement of mirrors and lights, external decorative parts and mouldings
- windshield washer fluid top-ups between scheduled services

- AdBlue top-ups between scheduled services
- car wash, waxing and cleaning
- tyres, rims and wheel alignment
- electronic system updates at the customer's request, incl. map updates for navigation systems
- fuel
- the reduction in the battery capacity of the high-voltage battery due to normal deterioration is not covered by the service and maintenance agreement

#### **4. Use of the vehicle**

The vehicle covered under the agreement must not be used for competitions. It should be used, handled and looked after in accordance with the manufacturer's manual and the importer's instructions. If necessary, the Škoda workshop may check the proper use of the vehicle together with the customer. Under this agreement, the customer must book the vehicle in for a service when needed in good time with a Škoda workshop and report any defects or malfunctions identified.

For any defects for which a warning light comes on, the customer should follow the instructions in the manual, and, if necessary, contact a Škoda workshop or Škoda Ajoturva (Roadside Assistance) immediately, and follow the instructions given.

#### **5. The vehicle's structure**

The customer may not modify the vehicle's structure, try to improve its performance or alter the purpose for which it is used.

#### **6. Damage to the vehicle**

If the vehicle is damaged, the customer must take it to an authorised Škoda repair shop immediately and complete a damage report form.

Vehicle collision repairs are carried out without exception by an authorized Škoda body and paint workshop.

If the vehicle is so badly damaged that the insurance company writes it off, the agreement will be dissolved as from the day on which it is written off, and the customer should inform Helkama-Auto of this accordingly.

#### **7. Additional services**

An additional service (eg Tire Service) can be taken for the contract once during the contract period.

#### **Replacement car**

A replacement car can be attached to the contract at an additional cost. The size class of the replacement car is a maximum of B-class (eg Škoda Fabia). If the workshop's replacement car fleet does not include a car of that category, the size class is determined by the workshop's current replacement car fleet and not by the size class of the contracted car. The engine type of the substitute car does not necessarily match the engine type of the target car (e.g. hybrid / electric cars).

A replacement car is part of the contract for the duration of maintenance or repairs covered by the contract, if the car is not in working order and the repair takes more than 2 hours. The replacement car is available for a maximum of 2 days / maintenance or repair and includes 100 km / day. The customer is responsible for the fuel/electricity etc. costs of the replacement car and for fulfilling the terms of the lease agreement. The replacement car must be returned on the day the repair shop notifies the customer that the car can be picked up.

## **Tire service and Seasonal tire change**

Tire service or Seasonal tire change can be attached to the contract at an additional cost. Tire service includes tire seasonal change and tire storage. This location-specific additional service is not available at all Škoda workshops.

Seasonal tire change includes seasonal change of tires.

## **8. Other charges**

The customer pays for the motor tax of the vehicle, the costs of inspections, insurance premiums, and similar charges.

## **9. Validity of the agreement**

The agreement only remains valid if the monthly instalments under the maintenance agreement are paid by the due date.

## **10. Extensions and amendments**

Any extension to the agreement should always be discussed separately between the parties. The customer must inform the other party at the earliest opportunity if the customer's mileage differs by more than 2,000 kilometres from what is stated in the agreement for estimated annual mileage. In this way, the mileage driven while the agreement was in force and the charges may be adjusted to reflect the actual mileage driven. Helkama-Auto Oy reserves the right to alter the prices in the agreement to correspond to actual mileage in the schedule of tariffs in the maintenance agreement in effect at the time of the change. Helkama-Auto Oy will be entitled to charge the customer for any amendments made to the agreement to cover the cost of amending the agreement at the current rate.

## **11. Termination of the agreement**

The responsibility for service and repairs in the agreement with Helkama-Auto Oy ends when the mileage allowance mentioned in it is reached, or the agreement expires, or one of the parties terminates the agreement. Where the agreed mileage allowance is reached before the expiry date stated in the agreement, the customer will be obliged to pay the remaining instalments up until the date of the agreement's expiry as recorded in the agreement. The customer may terminate the maintenance agreement by giving Helkama-Auto Oy 30 days' notice in writing. The charges under the terminated agreement will if necessary be adjusted to correspond to the actual number of additional kilometres driven relative to the duration of the agreement. The adjustment will be made with reference to the schedule of charges under the maintenance agreement in effect at the time the agreement is terminated. No charges under the agreement will be credited after the agreement expires or is terminated. Deviations from the annual mileage allowances stated in the agreement during the agreement period must be notified at the earliest opportunity. In this way, the mileage driven while the agreement was in force and the charges may be adjusted to reflect the actual mileage driven.

## **12. Helkama-Auto Oy's rights to dissolve the agreement**

Helkama-Auto Oy will be entitled to dissolve the agreement immediately, if

- the mileage up to a certain point in the agreement period is far greater than it should be in relation to the total duration of the agreement
- the customer neglects to maintain his vehicle or prevents a Škoda workshop from inspecting the vehicle
- the customer fails to make the monthly payment or to pay any other charge
- the customer ceases to pay the charges, is declared bankrupt or goes into liquidation, or goes into receivership, avoiding bankruptcy

- Helkama-Auto Oy has reason to suspect that the vehicle's odometer reading does not reflect the true mileage
- the customer infringes the terms and conditions of this agreement in any other way

If the agreement is dissolved for any of the reasons mentioned above, the customer will be obliged to pay a charge to cover any additional kilometres driven relative to the duration of the agreement. The adjustment will be made with reference to the schedule of charges under the maintenance agreement in effect at the time the agreement is dissolved. If the agreement is being dissolved because the customer has defaulted on a payment or has otherwise infringed the terms and conditions of the agreement, the customer must pay an additional charge to that mentioned above, equivalent to the agreed charge for three months.

### **13. Revised charges**

If the VAT rate changes, the charges for the rest of the agreement period will change accordingly. Should circumstances prevailing during the agreement period alter greatly, on account of decisions of the authorities, Helkama-Auto Oy will have the right to amend the monthly charge. In such cases, the amended charge will take effect from the time the first instalment following the change is due.

### **14. Payment terms**

The first instalment in the billing period will be charged after the agreement comes into effect. Thereafter, the charge will be made at the agreed intervals. Helkama-Auto Oy will be entitled to charge interest on any late payment.

### **15. Right of assignment**

Helkama-Auto Oy has the right to assign and pledge this agreement and all rights under it to a third party, who has the right to assign them to yet another party. If Helkama-Auto Oy has exercised this right and the assignee has advised the customer of this, the customer will be liable for all charges and other sums due under this agreement payable to the assignee. The customer has no right to assign his rights and obligations under this agreement to a third party without the written authorisation of Helkama-Auto. If right of assignment is granted, the costs of assignment will be charged with reference to the tariff in effect at the time.

### **16. Deviations from the agreement**

If Helkama-Auto Oy, either on a single occasion or as an established practice, fails to exercise one of its rights under this agreement or acts in a way it has no right to under the terms and conditions of the agreement, this will be without prejudice to its right to invoke the terms and conditions of the agreement on subsequent occasions.

### **17. Distance selling**

Distance selling is trading where the buyer and seller are not present at the same time. The transaction and the pre-marketing will take place entirely by e-mail, telephone or other means of communication. The conditions for distance selling are not fulfilled if the buyer has read in advance or ordered a Škoda Service Agreement from an authorized Škoda dealer or workshop.

The buyer has the right to cancel the transaction within 14 days of receiving the order confirmation of the Škoda Service Agreement. The right of return applies to the car purchased for private use and to the Škoda Service Agreement specified in the order confirmation. The right of return does not apply to a Škoda Service Agreement that has been used for professional or competitive use or has been ordered for a vehicle purchased for resale.

Cancellations can be made using the cancellation form provided with the order confirmation or by sending a free-form e-mail to [huolenpitosopimus@skoda.fi](mailto:huolenpitosopimus@skoda.fi). The subject of the e-mail should be "Cancellation of the Maintenance Agreement" and the message should contain the following information:

- the customer name (forename and surname),
- telephone number,
- email address,
- car identification (make, model and registration number) covered by the Škoda Service Agreement
- the date of the order confirmation, and
- if applicable, the account number for the possible refund amount

Any refund amount will be paid to the account specified by the customer within 30 days of the cancellation of the transaction.

## **18. Settlement of disputes**

All disputes arising out of, or in connection with, this agreement should in the first instance be resolved through negotiation, where possible. If nothing comes of this, the court of first instance is the District Court of Helsinki.