

# Mercedes-Benz TradeClub

## Member Terms and Conditions.

### 1. Terms and Conditions

1. The Mercedes-Benz TradeClub Program is a program designed for the purchase of Mercedes-Benz Genuine Parts through Participating Mercedes-Benz TradeClub Dealerships. By becoming a TradeClub Member, You are able to purchase TradeClub Promoted Parts at Participating Mercedes-Benz TradeClub Dealerships at Recommended TradeClub Prices. Your membership in the Mercedes-Benz TradeClub Program is subject to these terms and conditions.

### 2. TradeClub Membership

- 2.1 Mercedes-Benz TradeClub membership is limited to Eligible Customers only. Eligible Customers must provide a valid Australian Business Number ("ABN") and/or Australian Company Number ("ACN") where applicable.
- 2.2 Eligible Customers must fall under one of the below categories and be solely using Mercedes-Benz TradeClub Promoted Parts for the repair of vehicles as an:
- independent workshop;
  - independent bodyshop;
  - independent workshop and bodyshop;
  - fleet workshop;
  - franchised fast-fit or service outlet;
  - mobile mechanic/servicing;
  - used car sales outlet; or
  - eligible fleet customer as nominated by Mercedes-Benz.
- 2.3 There is no joining fee or ongoing annual fee to become a Mercedes-Benz TradeClub Member.
- 2.4 In order to register for the Mercedes-Benz TradeClub Program, Eligible Customers must complete all mandatory fields on the TradeClub Registration Form and accept the Mercedes-Benz TradeClub Terms and Conditions as provided by Mercedes-Benz from time to time.
- 2.5 Upon Your application as a Mercedes-Benz TradeClub Member being accepted, you agree to receive regular communication from Mercedes-Benz and Participating Mercedes-Benz TradeClub Dealerships related to the Mercedes-Benz TradeClub, including news, updates or offers by email, phone, SMS and mail.
- 2.6 Eligibility for Mercedes-Benz TradeClub will be set and determined at Mercedes-Benz's sole discretion and Mercedes-Benz and Your nominated Participating Mercedes-Benz TradeClub Dealership reserve the right to refuse your application for Membership. If your application for Membership is rejected, you will be notified in writing by Mercedes-Benz. This decision is final and no further correspondence will be entered into.
- 2.7 As a TradeClub Member you agree to provide us with up to date and accurate information relating to Your business and You must be authorised to act on behalf of the Business. It is your responsibility to ensure your details are updated by logging into your Account online or by advising your Participating Dealership.
- 2.8 Mercedes-Benz reserves the right to cancel or withdraw TradeClub Membership at any time on any reasons deemed advisable.

### 3. Member Benefits and TradeClub Pricing

- 3.1 In order to access the Recommended TradeClub Price for TradeClub Promoted Parts you must produce your TradeClub Membership Card or provide your Participating Dealership your unique TradeClub membership number at the time of purchasing the TradeClub Promoted Parts.
- 3.2 If You are unable to produce either your TradeClub Membership Card or TradeClub membership number at the time of purchase, you will not be eligible to receive the Recommended TradeClub Price for the TradeClub Promoted Parts.
- 3.3 The Recommended TradeClub Price for any given TradeClub Promoted Part will be set by Mercedes-Benz in its absolute discretion and may be published from time to time by Mercedes-Benz on the TradeClub Members website.
- 3.4 Mercedes-Benz reserves the right to amend the Recommended TradeClub Price of TradeClub Promoted Parts from time to time in its absolute discretion.
- 3.5 The Recommended TradeClub Price is only available to TradeClub Members at participating Mercedes-Benz TradeClub Dealerships.
- 3.6 Mercedes-Benz reserves the right to remove any TradeClub Promoted Part from and/or include additional TradeClub Promoted Parts into the Mercedes-Benz TradeClub Program at any time.
- 3.7 TradeClub Members should contact their preferred Participating Mercedes-Benz TradeClub Dealership for the latest pricing and availability on any TradeClub Promoted Part they wish to purchase under the Mercedes-Benz TradeClub program before deciding to place an order.
- 3.8 The purchase of TradeClub Promoted Parts through a Participating Mercedes-Benz TradeClub Dealership will be done under the individual terms and conditions of the Participating Mercedes-Benz TradeClub Dealership that you choose to purchase the Mercedes-Benz TradeClub Promoted Part from.
- 3.9 No person or entity has any claim against Mercedes-Benz as a result of any alteration to the Recommended TradeClub Price of any TradeClub Promoted Part or the removal of any part from the Mercedes-Benz TradeClub Program.

### 4. Sales and Marketing

- 4.1 Mercedes-Benz will from time to time run direct marketing campaigns, including but not limited to promotions on TradeClub Promoted Parts, exclusive TradeClub offers, personalised offers, and newsletters. Registration in the TradeClub Program and acceptance of these terms and conditions provides consent for Mercedes-Benz to send you direct marketing communications related to TradeClub via various channels including email, SMS, phone and mail.
- 4.2 If you do not wish to receive TradeClub marketing campaigns from Mercedes-Benz and Participating Mercedes-Benz TradeClub Dealerships you can click on the unsubscribe link on an email that you have received from Mercedes-Benz or one of our agencies or opt out by updating your marketing preferences online in your TradeClub member account on the Mercedes-Benz TradeClub website. [www.tradeclub.mercedes-benz.com.au/Manage/YourDetails](http://www.tradeclub.mercedes-benz.com.au/Manage/YourDetails).

- 4.3 Participating TradeClub Members authorise the use of all transactional data (including non TradeClub Parts purchases by TradeClub Members) by Mercedes-Benz and third party service providers, to meet the operational and reporting requirements of the Mercedes-Benz TradeClub Program.
- 4.4 TradeClub Members are able to opt out of the Mercedes-Benz TradeClub Program at any time. This must be done by notifying your Participating Mercedes-Benz TradeClub Dealership or Mercedes-Benz in writing through the Contact Dealership section on the Mercedes-Benz TradeClub website. [www.tradeclub.mercedes-benz.com.au/Dealers/Contact](http://www.tradeclub.mercedes-benz.com.au/Dealers/Contact).

## 5. Privacy

- 5.1 On completion of the TradeClub Registration Form, and from time to time, Mercedes-Benz and its agencies will collect personal information from TradeClub Member Authorised Representatives in order to operate the Mercedes-Benz TradeClub Program and advertise Mercedes-Benz TradeClub Promoted Parts.
- 5.2 Mercedes-Benz respects your personal information and privacy. Your personal information assists us to provide you with information on our products and services. Your personal information will be handled in accordance with our Privacy Policy available at [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au) and the *Privacy Act 1988* (Cth) and will not be disclosed to parties outside the Daimler Group, or third party service providers acting on our behalf under conditions of confidentiality.
- 5.3 Mercedes-Benz is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth) as amended from time to time. To complain about a privacy breach by Mercedes-Benz or for any privacy related questions or issues TradeClub Members can contact Mercedes-Benz's office on 1300 300 896.

## 6. Variation Of Terms And Conditions

- 6.1 Mercedes-Benz may change these Terms and Conditions at any time, and notice of any change to the Mercedes-Benz TradeClub Terms and Conditions will be made available via the Mercedes-Benz TradeClub website found at [www.tradeclub.mercedes-benz.com.au](http://www.tradeclub.mercedes-benz.com.au).
- 6.2 Mercedes-Benz will not be liable for any loss or damage suffered or sustained by any individual, company or TradeClub Member resulting from any withdrawal, cancellation, variation or change of these terms and conditions.

## 7. General

- 7.1 Mercedes-Benz's interpretation of these Terms and Conditions, including determining eligibility for the Mercedes-Benz TradeClub, will be final and binding.
- 7.2 Participating Mercedes-Benz TradeClub Dealerships are not and do not act as agents for Mercedes-Benz and are separate legal entities. As such, any issues relating to the sale of TradeClub Promoted Parts should be directed to the Participating Mercedes-Benz TradeClub Dealership where the TradeClub Promoted Part was purchased.
- 7.3 Mercedes-Benz will have no liability to TradeClub Members because of the unavailability, and/or inability of Mercedes-Benz, Participating Mercedes-Benz TradeClub Dealerships or a third party to supply parts and/or accessories for sale for whatever reason. Such an event is not a basis for variation of these Terms and Conditions.

- 7.4 If the Mercedes-Benz TradeClub Program is not capable of being conducted due to circumstances beyond Mercedes-Benz's reasonable control, including due to any technical or communications problems, Mercedes-Benz reserves the right to amend, suspend or cancel the Mercedes-Benz TradeClub Program.

- 7.5 The Mercedes-Benz Legal Notices and Terms outlined at [www.mercedes-benz.com.au/legalnotice](http://www.mercedes-benz.com.au/legalnotice) and Privacy Policy outlined at [www.mercedes-benz.com.au/privacypolicy](http://www.mercedes-benz.com.au/privacypolicy) are incorporated into these Terms and Conditions.

## 8. Definitions

The following definitions apply:

- Authorised Representative(s)** means an individual who is authorised to do the following:
  - apply for an Eligible Customer to become a TradeClub Member
  - purchase TradeClub Promoted Parts on behalf of a TradeClub Member;
  - update the details of a TradeClub Member;
  - opt a TradeClub Member out of the Mercedes-Benz TradeClub Program.
- Eligible Customer** means a customer who is in the business of repairing or servicing Mercedes-Benz cars or vans.
- You or Your** means the party applying for Mercedes-Benz TradeClub Membership.
- TradeClub Member** means an Eligible Customer who has been accepted by Mercedes-Benz as a member of the Mercedes-Benz TradeClub.
- Mercedes-Benz** means Mercedes-Benz Australia/Pacific Pty Ltd (ACN 004 411 410) of 44 Lexia Place, Mulgrave, VIC 3170 and Mercedes-Benz Vans Australia Pacific Pty Ltd (ACN 618 413 362) of 44 Lexia Place, Mulgrave, VIC, 3170.
- Mercedes-Benz TradeClub Program** means the Mercedes-Benz TradeClub program conducted by Mercedes-Benz.
- Participating Mercedes-Benz TradeClub Dealer(s)/Dealership(s)** means the Dealership who has chosen to participate in the Mercedes-Benz TradeClub Program.
- Recommended TradeClub Price(s)** means the maximum recommended price of the Mercedes-Benz TradeClub part as published by Mercedes-Benz from time to time.
- TradeClub Account** means the online TradeClub Member website found at: [www.tradeclub.mercedes-benz.com.au/Account/Login](http://www.tradeclub.mercedes-benz.com.au/Account/Login)
- TradeClub Promoted Part(s)** means those Genuine Mercedes-Benz parts included by Mercedes-Benz under the Mercedes-Benz TradeClub. Parts included in the Mercedes-Benz TradeClub will be subject to change at any time.
- TradeClub Registration Form** means the online or hard copy Registration Form used to register to participate in the Mercedes-Benz TradeClub.