

WINGFIELD INTERNAL Service Plan

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Contact Details:

Administrator's Details

Warranty Solutions (Pty) Ltd.
Tel: 0861 102 419
P.O Box 731641.
Fairland.
2030.

Claims (tel): 0861 102 419
Claims (e-mail): claims@warrantysolutions.co.za
Customer Service (tel): 0861 102 419
Customer Service (e-mail): info@warrantysolutions.co.za

Office Hours:
Monday - Thursday: 08h00 to 17h00
Friday: 08h00 to 16h00

1 Parties to This Contract.

- (a) Warranty Solutions (Pty) Ltd referred to as "we", "us" and "ours" in this Contract;
- (b) The customer - named on the attached WINGFIELD INTERNAL Service Plan Transaction Schedule and referred to as "you" and "your" in this Contract.

2 Interpretation and Definition of Terms Used In This Contract.

- (a) In this Contract, unless inconsistent with the context:
 - (i) The singular includes the plural and conversely;
 - (ii) A natural person includes an artificial person and conversely, and;
 - (iii) Any expression which refers to one gender includes the other gender;
- (b) Definitions of terms used in this Contract:

Accessory.

Means any non-standard item not fitted in the vehicle at manufacture and specified at point of acceptance of the WINGFIELD INTERNAL Service Plan;

Approved Dealership

Means WINGFIELD servicing division (unless otherwise indicated in writing by Wingfield)

Supplying Dealership

Means the dealership named on the WINGFIELD INTERNAL Service Plan Transaction Schedule and referred to as the Supplying Dealership in this Contract

Vehicle

Means one or more vehicles included on the Transaction Schedule and all optional equipment and accessories as specified at point of acceptance of the WINGFIELD INTERNAL Service Plan and all parts and replacement parts which may be added at any time to the vehicle;

Vehicle Qualification

To qualify for this contract vehicles must be less than 15 years old and have travelled less than 350 000km from the date of first registration;

Contract Kilometres

Means the kilometer reading which, when reached, will terminate this WINGFIELD INTERNAL Service Plan, as stated on the Transaction Schedule (this is the same as "expiry kilometers)". These kilometers may only be altered under an addendum to this Contract;

Contract Months

Means the months covered by this WINGFIELD INTERNAL Service Plan, the number of which is stated on the Transaction Schedule. These months may only be altered under an addendum to this Contract;

Odometer

Means the factory-installed odometer of the vehicle for measuring the distance travelled by the vehicle;

Off-Road Use

Means use of the vehicle on surfaces other than on tarred roads;

Parties

Means you and us;

Plan Fee

Means the fee for this WINGFIELD INTERNAL Service Plan, as stated on the Supplying Dealership's invoice which is payable by you to us

Transaction Schedule

Means the WINGFIELD INTERNAL Service Plan Transaction Schedule relating to this Contract and any other WINGFIELD INTERNAL Service Plan Transaction Schedules received after the start date - whether in substitution for, or addition to, the existing WINGFIELD INTERNAL Service Plan Transaction Schedule;

Inception Kilometres

Means the kilometer reading on which this WINGFIELD INTERNAL Service Plan incepts. This is indicated on the Transaction Schedule. These kilometers may only be altered under an amendment to this Contract;

Start Date

Means the date as stated on the Transaction Schedule for the vehicle;

This Contract

Means this Contract, together with all related Transaction Schedules, acknowledgment or declaration documents, addenda and other related documents;

VAT

Means Value-Added Tax to be charged and levied under the Value-Added Tax Act No 89 of 1989, as amended, at the prevailing rate.

3 Service.

This service plan offers cover up to a maximum of 18 years in vehicle age and up to a maximum of 410 000 km's travelled from date of first vehicle registration.

- (a) Subject to 3(b) and the terms of this Contract, we administer the standard service of the vehicle, comprising:
 - (i) Minor services;
 - (ii) Major services;

- (iii) Intermediate services, provided these services are standard and required for normal usage of the vehicle only;
(iv) Annual services (due to low kilometer usage);

Please Note: Only "replace" or "R" items at these services will be covered, as per the Manufacturers' specifications;

Workshop Guarantee: As a registered financial services provider, Warranty Solutions strives to ensure at all times that its customers are provided with the highest quality of service, both in their dealings with Warranty Solutions and in any repairs or services performed on their vehicles. In addition to any legal requirements Warranty Solutions approved suppliers guarantee all workmanship and materials (excluding electrical components) supplied, for periods varying between 6 months and a year. The exact details of the guarantee for any particular component can be obtained from Warranty Solutions on request and Warranty Solutions will gladly assist any customer who wishes to pursue a claim under the guarantee provided by Warranty Solutions approved suppliers;

Please Note: All "inspect" or "I" items are not covered;

Please Note: Only service intervals falling within the accepted parameters of cover will be paid for under this contract. Where an extension of an existing Service Plan is applicable, only the number of services falling within the approved extension parameters can be covered. Therefore, if an existing Service Plan expires early on time, the extension parameters may be altered to reflect new start and Contract kilometers, but only to allow for the same number of services as the original parameters allowed for;

(b) **The service excludes:**

- (i) All wear and tear as well as friction items and mechanical failure including, but not limited to, brake linings, discs and pad as well as any clutch components;
- (ii) Any charges normally recoverable under a Comprehensive Motor Insurance Policy or the Manufacturer's Warranty or, if applicable to the vehicle, a Service and Maintenance Plan;
- (iii) Any repair or replacement costs and charges resulting from your failure to:
- Carry out your duties under this contract;
 - Comply with the Manufacturer's Handbook;
 - Service the vehicle, as per the requirements of the Manufacturer Handbook;
 - Carry out preventative maintenance as set out in clause 8(iv);
- (iv) Any non-mechanical interior breakages or damage to interior upholstery or bodywork;
- (v) All maintenance and mechanical repairs needed by the vehicle that are not part of standard service as set out in clause 3(a), including wear and tear items such as brake linings, batteries and exhausts;
- (vi) Service products needed between standard services, including fuel, engine oil, transmission oil, brake fluid and other lubricants;
- (vii) Repair of:
- Rust corrosion;
 - Impact damage, both on the engine and on the vehicle body;
 - Any repairs to radio, tape, compact disc, D.V.D. players, telephones and telephone systems and any repairs to navigation devices or other similar electronic devices, including the display panels for such devices. This includes any other devices not crucial to the drive-ability or safety of the vehicle;
 - Any convertible mechanism on the vehicle, including sunroofs;
 - Damage to the vehicle, whether caused negligently or intentionally;
 - Damage to the vehicle caused by driver error, poor driver technique, negligence, abuse, vandalism, forcible entry, strikes, riots, war, political disturbance or the like, or acts of God;
 - Damage to the vehicle caused by workshop error or negligence, whether intentional or not;
- (viii) Replacement of:
- Any item missing from the vehicle;
 - Tyres;
 - Wheel alignment, as well as wheel balancing;
 - Cambelt cover - replacement of cambelts unless this option has been selected by you and you have paid the required additional fee for that option. In this regard please note that on certain vehicles, cambelts are required to be replaced at specific intervals as part of the Manufacturers specifications. Should this be the case then you (the customer) are required to select this option at point of acceptance of the WINGFIELD INTERNAL Service Plan. There will be an additional amount payable for this option, and this will be included in the amount quoted by us (the Administrator). **Please note** that if you have selected this option, claims for the cambelt will still **ONLY** be entertained where the manufacturer specifies this as a prescribed interval. Should this interval be changed within the duration of the contract then we will still cover the replacement, provided it is manufacturer-specified.
- (ix) Repair or replacement of:
- Body parts or interior trimmings and fittings, upholstery and seat covers;
 - Windscreen, windows, glass or lenses;
- (x) Costs of:
- Repairing any defect that existed at the time the vehicle was delivered to you ("a pre-existing defect");
 - Repairing any resulting defect that occurs because of a pre-existing defect;
 - Cleaning the vehicle and its engine;
 - Valet services;
 - Providing additives not specified by the Manufacturer;
- (xi) Costs incurred for modifications or additions of any accessories, including those required by law. "Modification" in this clause includes upgrading emission systems, tyres, wheels, shock absorbers, or any other equipment fitted to or forming part of the vehicle. Maintenance or repairs directly resulting from such modifications are also excluded.
- (xii) Charges incurred for the service outside South Africa, unless we have given you our prior written approval for such repairs at an agreed value in South African rand;
- (xiii) Any claims for repairs where the required Contract documentation and relevant payment thereof has not been received by us;
- (xiv) Any claims for repairs where an engine flush or additive is utilised in the vehicle and where such engine flush or additive is not recognised or approved by the vehicle Manufacturer, or by us;
- (xv) The failure of or damage to any component or part caused by the failure of any other part whether same is an excluded item or not, including damage caused by any object from an external source;
- (xvi) Any services which have not been authorised by us, and therefore do not have an authorisation number;
- (xvii) Claims which are not submitted prior to Contract expiry, whether expiry occurs by reaching Contract kilometers or Contract months. The responsibility is on the servicing Dealership, as well as you, to prove that a claim was submitted prior to expiry. We reserve the right to assess and analyse the validity of such claims in the circumstances;
- (xviii) Any service carried out at a servicing agent other than at the WINGFIELD service division **is excluded under this plan**

4 Duration of This Contract.

This contract incepts on the start date and continues, subject to the other terms of this contract, until termination by reaching the Contract kilometers or Contract months, whichever occurs first.

5 Our Duties.

Provided you comply with your duties under this contract, we shall:

- (a) Pay the Wingfield the costs of all services carried out on the vehicle as set out in clause 3(a);
- (b) Approve services as quickly as possible, and promptly advise you, through Wingfield, if any maintenance or repair charges fall outside the scope of the service and are, therefore, your responsibility.

6 Payment of the Plan Fee.

- (a) Unless otherwise specified in the Transaction Schedule or in an attachment to this agreement, you must pay the plan fee to the Supplying Dealership. The Supplying Dealership must pay the plan fee over to us;
- (b) We reserve the right to cancel the contract should we fail to receive the agreed Plan Fee.

7 Your Duties Under This Contract.

You must:

- (a) Notwithstanding any other provision contained in this Contract or the Manufacturer's Handbook, ensure that you present the vehicle for servicing (including a pre-delivery service if this is due) as specified in clause 8.
- (b) Ensure that preventative maintenance, as set out in clause 8(iv) is carried out and ensure that the cambelt is replaced, as per the Manufacturer's requirements;
- (c) Comply with and ensure that every person who uses or possesses the vehicle at any time complies with the terms of this Contract;
- (d) Keep the vehicle clean and neat at all times;
- (e) Ensure the vehicle is not neglected, abused or misused and is used in a skilful and proper manner for the purpose for which it was designed;
- (f) Comply with the Manufacturer's storage requirements if you store the vehicle for more than 14 days, and if the vehicle is not operational for 30 days you are required to inform us in writing. Failure to do so will invalidate the Contract;
- (g) Ensure that the odometer is in working order and:
 - (i) Ensure the vehicle's odometer is not tampered with or unsealed;
 - (ii) Immediately advise us in writing if the odometer fails or is tampered with or is unsealed;
 - (iii) If the odometer fails, is tampered with, or is unsealed, deliver the vehicle immediately to Wingfield or, if outside a 100km radius, to a Wingfield Approved Dealership, for necessary service work. We may reasonably estimate the kilometers travelled by the vehicle when the odometer is out of order. You will be liable to pay all the costs of repairing and sealing the odometer in cash on demand;
- (h) Allow us and our representatives access on reasonable notice to inspect the vehicle during office hours so as to:
 - (i) Check the odometer and its reading;
 - (ii) Ensure you are keeping the vehicle in good condition, and;
 - (iii) Ensure you are complying with your duties under this Contract.

8 Other Requirements and Provisions Affecting Your Duties and Rights.

- (i) In the event of any conflict between this Contract and the Manufacturer's Handbook, this Contract will take precedence and all its terms will be binding on the parties;
- (ii) Failure on your part to comply with any of the duties stated in this clause will invalidate this Contract and therefore any claims against it will be rejected;
- (iii) It is your responsibility to verify the full service history prior to inception of this Contract. Your acceptance of this Contract verifies the fact that the vehicle has a full service history. We have the right, at any stage during the Contract, to investigate the service history of the vehicle (the history prior to risk taken under this Contract). Should the investigation reveal that the service history was irregular or incomplete, we have the right to cancel the Contract on the grounds of misrepresentation going to the root of the Contract;
- (iv) You must carry out preventative maintenance for the vehicle, including checking engine oil levels, automatic transmission fluid, coolant levels and tyre pressure every 800 kilometers travelled by the vehicle or every 2 weeks, whichever is the sooner. You must take all reasonable steps to service the vehicle and keep it roadworthy. You must immediately stop using the vehicle if the vehicle breaks down or if a breakdown is imminent;
 - (a) **Please Note:** Failure to carry out such checks and adhere to correct lubrication levels or driving when such lubrication levels are too low, will result in claims not being entertained;
- (v) The vehicle may only be serviced by the Wingfield service division, You must ensure that no work is done to the vehicle until we have given prior written approval to Wingfield. Should the service division be unable to accommodate your vehicle for servicing within the required parameters and leeway allowed, then it is your responsibility to inform us of the situation and ensure that the claim is logged before the expiry of the allowed leeway. Failure to do so will amount to breach of this Contract;
- (vi) You must present the vehicle for servicing and inspection in accordance with the terms of this Contract and according to our recommendations and within the intervals of time or distance required by the Manufacturer but in any event no less than annually. We shall allow a vehicle to be serviced at an over-run of up to 1 500km for petrol engine vehicles or 1 000km for diesel engine vehicles or 30 days either side of the Manufacturer or an annual specified service interval, whichever occurs first. This concession also applies where the Contract expiry kilometers coincide with a specific service interval, but if the 1 500km or 1 000km exceeds the Contract kilometers and the service interval, then no claim will be entertained by us, aside from the standard service itself. Should the Manufacturer over-run exceed our stipulated over-run as stated, we may, at our sole discretion, allow for such an over-run, as stipulated in the Manufacturer's Handbook;
- (vii) You must not buy or allow to be bought on your behalf any parts including, but not limited, to tyres, batteries, exhausts and shock absorbers without our prior written approval. We shall provide you with a list of preferred suppliers for such purchases on request;
- (viii) Prior to any service or workmanship being carried out on your vehicle, you or your representatives are required to inform the Wingfield service division that our prior approval is necessary before work is carried out on the vehicle;
- (ix) After the approved work on your vehicle is complete, you must:
 - (i) Check the invoice to ensure that only the service work requested was carried out;
 - (ii) Inspect the vehicle to ensure the service was done to your satisfaction;
 - (iii) Sign the invoice to verify the work done;

9 Termination of This Contract.

- (a) We may terminate this Contract by giving you 20 business days written notice if:
 - (i) You fail to pay any amount due under this Contract;
 - (ii) There is any material breach of any material term of this Contract;
- (b) If we terminate this Contract for any reason stated in clause 9(a), we are not prevented from bringing a claim against you for any prior breaches of this Contract;
- (c) On termination of this Contract for breach, we are entitled to claim all damages we have suffered for:
 - (i) Abnormal use; or
 - (ii) Driver negligence; or
 - (iii) Abuse of the vehicle.**Please Note:** Payment of these charges does not affect our right to claim such other damages as we may have suffered;
- (d) If you terminate this Contract before you reach the Contract months or Contract expiry kilometers, you may not claim for the remaining services due under this Contract but a refund may be applicable (see Clause 15.), as set out below;

(e) This Contract ends automatically if the vehicle is irretrievably stolen or is damaged in an accident to such an extent that it cannot be restored to its proper use.

f) If we terminate this Contract for breach and you disagree with the cancellation, you must continue to carry out your duties under this Contract until the disagreement is settled. If the disagreement is settled in our favour, we shall be entitled to offset amounts you have paid to us under this Contract against damages we may have suffered.

10 No Partnership, Joint Venture or Agency.

Unless expressly provided for in this Contract, nothing contained in it creates any partnership, joint venture or agency between the parties and none of the parties may represent itself as a partner or agent of any of the other parties.

11 Events Beyond the Control of the Defaulting Party.

- (a) Despite anything to the contrary in this Contract, no party will be liable to any other if it is unable to fulfill its duties under this Contract because of events beyond its control. The party which is unable to fulfill its duties because of such events is referred to as the "defaulting party";
- (b) Events beyond the defaulting party's control include:
 - (i) Any circumstances whatsoever, that are not within the reasonable control of the defaulting party;
 - (ii) Natural disasters, for example: violent storms, cyclones, earthquakes, tidal waves, floods or destruction by lightning;
 - (iii) War, civil violence, riots, revolutions, acts of sabotage or terrorism;
 - (iv) Explosions, fires, destruction of machines, of factories and of any installation;
 - (v) Boycotts, strikes and lockouts of all kinds, go-slows, occupation of factories and property and work stoppages;
 - (vi) Embargoes, international controls or any order of any international authority;
 - (vii) Acts of authority, whether lawful or unlawful;
- (c) When such an event happens, the defaulting party must:
 - (i) Give written notice to the other parties immediately once the event has happened;
 - (ii) Serve written notice on the other parties if the event is still happening and, if possible, how long it is expected to go on; following which notice this Contract will be suspended for the period concerned, provided that either party may terminate this Contract by serving written notice if the event continues for more than 90 days;
 - (iii) Give notice to the other parties immediately when the event is over, in order for this Contract to continue as before.

12 Choice of Law.

The laws of the Republic of South Africa govern this Contract.

13 Jurisdiction.

- (a) The parties consent to the jurisdiction of the Magistrate's Court for any proceedings connected with this Contract, even if the amount claimed or the value of the matter in dispute exceeds its jurisdiction;
- (b) Despite clause 13(a), either party may bring any proceedings connected with this Contract in the High Court of South Africa;
- (c) The parties choose as the respective addresses at which they agree to be served all letters, demands and legal processes ("notices") relating to this Contract as:
 - (i) Warranty Solutions (Pty) Ltd:
Block A, RPA Centre.
180 Smit St, Fairland, 2030
 - (ii) The Customer - The address stated alongside your name on the Transaction Schedule;**Please Note:** For companies, close corporations or partnerships, the address must be the registered address or principal place of business;
- (d) If any party changes domicile and does not tell the other parties in writing of the new domicile, all notices may be served at the respective domiciles stated above, and this will be deemed to be proper service;
- (e) Every notice is considered to have been properly received 7 days after posting when sent by registered post;
- (f) Despite the terms of clause 13(e), a notice actually received by any party is sufficient notice for this Contract, even if it was not delivered at the addressee's domicile.

14 Legal Costs.

- (a) Each party must pay its own costs for negotiating, drafting and accepting this Contract;
- (b) Either party must pay on demand all costs the other party incurs in successfully enforcing the terms of this Contract, including:
 - (i) Legal fees on the attorney and own client scale;
 - (ii) Disbursements, including sheriff's fees and costs of counsel;
 - (iii) Tracing costs;
 - (iv) Collection costs at 10% of each payment made in reduction of the outstanding amounts, interest and costs.

15 Cancellation and Refund; Transfer of Rights Under This Contract.

- (a) Where you are a natural person, and we have in terms of this Contract the right to cancel the Contract, we shall first give you 20 business days written notice calling on you to rectify the breach, before we exercise our right of cancellation;
- (b) If you sell the vehicle before the end of the Contract months or Contract expiry kilometers, you may, subject to our prior written approval, transfer your rights and duties in full to the buyer. Under no other circumstances may you transfer your rights and duties under this Contract without our prior written approval. Further, it is a prerequisite of any transfer as described that:
 - (i) Where you are not the owner of the vehicle, the owner provides written approval to the transfer, and;
 - (ii) Confirmation must be obtained from us that the Contract is still valid;**Please Note:** Failure to comply with any of the provisions of this clause will render the transfer invalid and therefore any claims made by the transferee will be rejected;
- (c) In the event of this Contract being cancelled by you (or your executor following your death), subject to the terms and conditions of this Contract having been complied with then a refund will be made relative to the unexpired period of the Contract;
- (d) As an alternative to cancellation and refund following your death we may agree to transfer any of our rights and duties under this Contract to any one or more persons;
The above-mentioned payment is subject to the terms and conditions of the Contract having been complied with and no claims having been paid out under the Contract;
- (e) Any refunds (irrespective of the reason for the cancellation of this Contract) will be calculated by taking into account the total amount of the Plan Fee and the total amounts paid out by us in terms of this Contract. Commissions and administration fees will be deducted.

16 Disputes About the Service.

If there is a dispute about whether any service work falls within the scope of service stated in clause 3 of this Contract, you may refer it to a technical adviser of the Automobile Association of South Africa ("the referee"). If you elect to do this we will abide by the process and will comply with the referee's findings, provided that the referee will act as an expert and not as an arbitrator, and the referee's costs will be awarded by the referee and payable promptly by the party against whom he awards the costs.

17 Indemnity.

Subject to the extent of any contrary provisions of the Consumer Protection Act no 68 of 2008, which shall be deemed to have amended any conflicting provisions hereof, we are not liable to you or any third party for: any loss, any liability, any damage (whether direct or subsequently) or any expense which you or any third party suffer because of any act or omission, negligent, or otherwise, of any Approved Dealership relating to the servicing of the vehicle; and You indemnify us and our directors, agents, employees and servants against any claim that may be made against any of us arising out of any the occurrences stated in clause 17.

18 Procedure for Making a Claim.

If the vehicle requires any service work as specified in clause 3(a) the following procedure must be followed:

- (a) You must check the Service Plan to ensure that the relevant event is covered;
- (b) If the Service Plan covers the service in question you must contact our Claims Department. The contact details are stated in the Contract schedule at the beginning of the Contract wording; **Please Note:** You may be required to send all correspondence by registered mail.
- (c) You must give the Claims Department the following information:
 - (i) Your Contract number;
 - (ii) The nature of the event;
 - (iii) The odometer reading of the vehicle at the time of the event;
 - (iv) The address at which the vehicle can be inspected should this be deemed necessary;
- (d) You must deliver the vehicle to the WINGFIELD service division who will contact us on your behalf to speed up your claim;
Please Note: You must ensure that no service work commences on your vehicle until the Claims Department has given its authorisation for the work to be carried out. Any work started or carried out without our prior written authorisation will invalidate the claim. Should you submit your vehicle to any other servicing agent other than Wingfield, the claim will not be approved. Wingfield are the only entity who may make an exception to this and this must be submitted in writing to us
- (e) Once your service is identified as a claim under this WINGFIELD INTERNAL Service Plan, the Claims Department will issue an order number to the Wingfield service division. This order number will be for an amount covering the work.
- (f) After the work is complete, Wingfield must immediately send an itemised invoice, quoting the order number, to the Claims Payment Department;
- (g) The Claims Payment Department will pay the approved amount to Wingfield.
- (h) You are responsible for paying Wingfield any amount over the approved amount, as well as for any other garage charges for which we are not liable;
Please Note: When you collect your vehicle, check that all work is properly completed. If you are not satisfied with the work done, do not accept the vehicle.

Please note: We reserve the right to engage a qualified engineer or assessor to inspect your vehicle.

Contact Details:

Claims (tel): 0861 102 419
Claims (e-mail): claims@warrantysolutions.co.za

19 Miscellaneous Terms.

- (a) The terms stated in this Contract and the relevant Transaction Schedule and any addendum make up the entire terms of the WINGFIELD INTERNAL Service Plan. Any cancellation of or change to any term of this Contract or the attached Transaction Schedule is only binding if it is in writing;
- (b) You warrant the correctness of material details, including all personal or company information given by you to the to us;
- (c) **Fraud Invalidates the Plan**
You will lose your benefits under this plan if you, or anyone acting on your behalf:
 - (i) Files a claim that is fraudulent, improper, improperly processed or improperly filed;
 - (ii) Uses any fraudulent or improper means to get any benefit under this Contract, or;
 - (iii) Wilfully or negligently causes the damage or destruction that is the subject matter of the claim;
- (d) You warrant that you are authorised to enter this Contract. If a representative enters this Contract on your behalf, you warrant that the representative is so authorised. If your representative is not authorised to enter this Contract for you, then that representative will be individually and jointly liable as co-principal debtor with you for your due and punctual performance of duties under this Contract;
- (e) The parties may not assume that this Contract is no longer valid if:
 - (i) Any one of the parties choose to be lenient by not strictly applying its terms, or;
 - (ii) Any one of the parties neglect to or cannot enforce any of its terms;
- (f) No party may assume a waiver of rights for a breach in one instance means a waiver of rights for any later breaches of this Contract. Any previous error in favour of you, or any leniency shown by us at any stage, cannot be construed as an undertaking of continued leniency for the remainder of the Contract.
- (g) All terms of this Contract and its attachments are independent of each other. If any term is found to be invalid, unlawful, or unenforceable, the rest of the Contract will continue in full force;
- (h) The terms of this Contract apply independently to each vehicle and to each Transaction Schedule attached to this Contract, whether accepted at the same time or not.