

Terms of Agreement:

Sultech & Co; a company organised and existing under the laws of Malta (company reg. P1477) and having a registered address of 'Sultech & Co', Masri Street, Xaghra, Gozo. (hereinafter, wherever the context so requires, referred to as "AST").

Preliminary

This Agreement supersedes any previous agreement or understanding, whether in writing, oral, or otherwise, between AST and the Member.

In this Agreement:

- "Additional Charges" has the meaning given to it in Clause 4.1 hereof;
- "Application" has the meaning given to it in Clause 3.1 hereof;
- "Assistance" has the meaning given to it in Clause 2.1 hereof;
- "Authorised Driver" has the meaning given to it in Clause 4.4 hereof;
- "Authorities" has the meaning given to it in Clause 4.8 hereof;
- "Battery" has the meaning given to it in Clause 6.1 hereof;
- "Breakdown" has the meaning given to it in Clause 4.2 hereof;
- "Breakdown Site" has the meaning given to it in Clause 4.4 hereof;
- "Keys" has the meaning given to it in Clause 8.1 hereof;
- "Logbook" has the meaning given to it in Clause 4.6 hereof;
- "Member" refers to the contracting party appearing as such in this Agreement;
- "Membership" has the meaning given to it in Clause 3.1 hereof;
- "Membership Card" has the meaning given to it in Clause 3.3 hereof;
- "AST" is the abbreviation for the contracting party AST Road Assistance;
- "Roadside Labour" has the meaning given to it in Clause 5.1 hereof;
- the "AST Workshop" has the meaning given to it in Clause 3.2.1 hereof;
- "the Vehicle" means any Vehicle registered in the name of the Member, and may include one or more such Vehicle according to circumstances;

Object of Agreement

The object of this Agreement is that whereby, in consideration of the terms and conditions contained herein, AST shall provide the Member with a twenty-four (24) hour road assistance service ("Assistance") across the islands of Malta and Gozo, service relative to the following Vehicle(s):

Membership

A Membership application form in electronic or paper format (hereinafter the "Application") shall be completed by or in the name of the Member as owner of the Vehicle, following which the Member shall, subject to the provisions of Clause 3.2 hereof, be registered by AST as potentially eligible for Membership (hereinafter the "Membership") for a period of one calendar year, according to what has been specifically applied for and agreed to.

Membership shall be activated as follows:

- in the event where the Vehicle is ten (10) years or older it may, at AST's discretion to have Vehicle inspected at AST's workshop (hereinafter the "AST workshop), following which Membership may be activated within three (3) days from when the Vehicle would have successfully passed AST's discretionary inspection;
- in the event where the Vehicle is less than ten (10) years old or is ten (10) years or older but not inspected by AST, in its discretion as per Clause 3.2.1, subscription will activated within seven (7) days from date of receipt

of the signed application form, without prejudice to the right of AST, at its reasonable discretion, to require inspection of the Vehicle at AST's workshop at any time during the course of this agreement.

- Upon activation of Membership, AST shall provide the Member with a Membership card (herein the "Membership Card") which shall be retained in the Vehicle at all times.
- Membership is not transferable or refundable without AST's written consent.
- Membership may be terminated by AST at any time and with immediate effect, in which case the Member would be informed by electronic or registered mail or by any other means available to AST in terms of applicable law.
- The Member shall in all circumstances, ensure to be in a position to provide evidence of Membership with respect to the Vehicle, upon any demand made by AST.

General Terms & Conditions

4.1 The Member shall ensure that the Vehicle is, at all times in a roadworthy condition and in good running order. If, in AST's discretion, this is not the case, AST may elect to terminate this agreement with immediate effect or, in cases of assistance, to impose additional charges as are ordinarily applicable to non-Members (herein "Additional Charges").

4.2 Assistance shall be provided in the following instances (each of which may be referred to as a "Breakdown"):

4.2.1 A mechanical and/or an electrical failure with respect to the Vehicle, which renders it incapable of being driven;

4.2.2 the Vehicle having run out of fuel;

4.2.3 the Vehicle having been locked from the inside;

4.2.4 the key to the Vehicle having being lost;

4.2.5 the changing of any one or more tyres with respect to the Vehicle;

4.2.6 an accident involving the Vehicle which renders it incapable of being driven; or

4.2.7 any other instance which, in AST's entire discretion, warrants Assistance.

4.3 AST shall be under no obligation to provide assistance in relation to fire, theft, attempted theft or vandalism in respect of the Vehicle.

Assistance shall be provided if either the Member or any other driver authorised to use the Vehicle (hereinafter the "Authorised Driver"), accompanies the Vehicle at all times. If, upon arriving at the location of Vehicle breakdown (herein the "Breakdown Site"), AST is required to wait until the Member or Authorised Driver is present, Additional Charges shall be payable.

Upon a call for Assistance, the Member or Authorised Driver shall inform AST if the Vehicle is loaded with any goods. In any case, if upon arrival at the Breakdown Site AST is required to wait until the Vehicle is unloaded before providing Assistance, Additional Charges shall be payable.

Assistance shall be provided at the Breakdown Site, after the Member or Authorised Driver presents the Membership Card and – at AST's discretion – the Vehicle logbook (herein the "Logbook"). In this regard:

4.6.1 in the event where Membership card details and Logbook do not tally or the Member or Authorised Driver is not in possession of a valid Logbook, AST may elect to refuse to provide Assistance or to impose Additional Charges;

4.6.2 in the event where the Member or Authorised Driver does not appear to be in possession of a valid Membership Card, AST reserves the right to impose Additional Charges;

provided that such Additional Charges shall be refunded in the event where due verification of entitlement to Assistance has been established within 7 days from the date of call for Assistance following presentation to AST by the Member or Authorised Driver, of a valid Membership Card together with return of the fiscal receipt issued in respect of the imposition of Additional Charges.

Prior to Assistance being provided by AST:

- AST shall inspect the Vehicle; and
- the Member or Authorised Driver shall complete and sign the relative towing document (in printed or electronic format) provided by AST.
- In the event where assistance is required following an automobile accident requiring the attendance of the Police and/or Local Wardens (herein the “Authorities”) and/or any medical assistance, the Member or Authorised Driver shall request Assistance only after official clearance by such Authorities is issued for the Vehicle to be moved. If, upon arriving at the Breakdown Site, AST is required to wait until such clearance is issued, Additional Charges shall be payable;
- In the event where Assistance is no longer necessary and/or the Member or Authorised Driver abandons the Breakdown Site, the Member or Authorised Driver is obliged to inform AST accordingly, failure of which would result in an Additional Charges;
- Any payable Additional Charges imposed by AST, shall be settled prior to the provision of Assistance.

AST shall endeavour to tend to the Member or Authorised Driver as quickly as possible, however AST shall not be responsible for any unavoidable delays including – but not limited to – delays resulting from severe weather conditions, rush hours, traffic or other circumstances.

In the event where, following an incident for which AST has been contacted, the Vehicle has been towed to a destination of which AST has been informed, upon arrival at the said destination AST shall not be required to wait prior to performing its services and furthermore AST shall be entitled to immediately depart thereafter.

Assistance requiring repair

5.1 Upon effecting, at its discretion, a site visit for Assistance requiring repair AST shall, where it considers this possible, repair the Vehicle (hereinafter the “Roadside Labour”) at the Breakdown Site within no longer than twenty (20) minutes.

5.2 In the event where AST considers that a Vehicle part needs to be replaced at the Breakdown Site in order for repair to be effected, AST shall quote a price for this part (if available), and the Member or Authorised Driver may then opt either to pay for the part and have it replaced at the Breakdown Site, or request that the Vehicle be towed to the workshop used by AST or to any other address of the Member or Authorised Driver’s choice within Malta and Gozo (hereinafter “Elsewhere”).

5.3 In its discretion, AST may refuse to effect Roadside Labour on the steering or brake systems or on any other safety components of the Vehicle, and if any of these parts requires repair, or if in any case Roadside Labour is not possible, it shall tow the Vehicle directly to the workshop used by AST or Elsewhere.

5.4 In the event where Assistance is provided during night time and Roadside Labour cannot be effected, the Vehicle shall be towed either to the workshop used by AST or Elsewhere. The Member or Authorised Driver shall subsequently be dropped off at his/her residence in Malta or Gozo.

5.5 In the event where Assistance is provided during daytime and Roadside Labour cannot be effected, should the Member or Authorised Driver opt to have the Vehicle towed to the workshop used by AST, the Vehicle shall be inspected at the workshop used by AST and the necessary repairs (hereinafter “the Repairs”) shall be effected on the Vehicle by AST:

- without the requirement to inform the Member or Authorised Driver, should costs for such Repairs not exceed seventy Euro (€70) (VAT included);

- with the requirement to inform the Member or Authorised Driver, should costs for such Repairs exceed seventy Euro (€70) (VAT included), in which case the Member or Authorised Driver shall immediately thereafter inform AST whether the Repairs shall be effected at the workshop used by AST or Elsewhere. In the event where the Member elects to have the Repairs effected Elsewhere:
 - AST shall impose additional charges as applicable; and
 - AST shall not be responsible after having so towed the Vehicle.

5.6 Where the Vehicle has been towed to the workshop used by AST and it results that AST is not in a position to effect these Repairs therein, it shall inform the Member or Authorised Driver accordingly. On the same day, the Vehicle shall be accompanied by the Member or Authorised Driver, so as to be towed Elsewhere for repairs and if the Member or Authorised Driver does not return to the workshop used by AST in order to accompany the Vehicle Elsewhere, AST shall no longer be responsible for the Vehicle.

5.7 Whenever the Member or Authorised Driver elects to have the Vehicle towed Elsewhere and it subsequently results that the Vehicle cannot be left there or is not repaired, the Vehicle may be towed to the Member's or Authorised Driver's home address and Additional Charges shall be payable in this regard.

Services relating to battery failure

6.1 Upon a request for Assistance, AST shall inspect the Vehicle in order to determine whether its battery (hereinafter the "Battery") may be jump-started and, in the affirmative, AST would proceed to jump-start the Battery accordingly.

6.2 In the event where the Battery cannot be jump-started:

- AST would inform the Member or Authorised Driver and replace the Battery at the Breakdown Site (provided that AST has a replacement battery in stock therein), in which case AST would provide the cost of the Battery and payment thereof shall be effected prior to the replacement Battery being fitted;
- AST shall not be responsible if the required Battery is not in stock at the Breakdown Site, and in such case it shall tow the Vehicle for replacement of the Battery at the AST Workshop or (should there be no Battery in stock therein), the Member or Authorised Driver shall indicate the preferred location within the jurisdiction of Malta to which AST shall tow the Vehicle.

6.3 After the Battery shall have either been jump-started or replaced by AST, the Member or Authorised Driver shall be entitled to have the Vehicle's electrical system checked out at the AST Workshop, at no additional cost.

Vehicle without Fuel

7.1 In the event where the Vehicle runs out of fuel, AST can provide the Member or Authorised Driver with an emergency supply of fuel, for which the Member or Authorised Driver shall pay in advance.

7.2 In addition to the charge paid by the Member or Authorised Driver for fuel supply, AST reserves the right to impose Additional Charges with every call for Assistance (throughout the validity of the Membership), where the cause of the Breakdown relates a non-functional gauge.

Locked or lost keys

8.1 In the event where the Member or Authorised Driver locks the Vehicle keys (herein the "Keys") inside the Vehicle, the Member or Authorised Driver is entitled to Assistance so as to gain access to the Vehicle in order to recover the Keys. When it is not possible to gain access to the Vehicle, AST shall tow the Vehicle Elsewhere.

8.2 In the event where the Member or Authorised Driver loses the Keys, AST shall tow the Vehicle Elsewhere.

8.3 AST shall not be responsible for any damage caused to the Vehicle as a result of any attempt to gain access into the Vehicle resulting from services provided as indicated in this Clause 8.1 or 8.2 hereof.

Tyre Service

AST shall replace a faulty tyre at the Breakdown Site as long as a roadworthy spare tyre and necessary tools are provided in advance to AST by the Member or Authorised Driver at the Breakdown site.

- AST shall impose Additional Charges in the event where:
 - the Vehicle is not equipped with a roadworthy spare tyre and/or necessary tools; or
 - the Vehicle not originally supplied with a roadworthy spare tyre, also lacks the Vehicle tyre puncture kit.

AST may repair the tyre at the Breakdown Site by offering the AST Tyre Repair Service at any Additional Charge dictated by AST. In the event where the AST Tyre Repair Service is requested, AST may opt to repair the faulty tyre at the Breakdown site by using the puncture kit supplied by the Member or Authorised Driver.

In the event where more than one tyre is faulty, the Member or Authorised Driver shall provide a roadworthy spare tyre and necessary tools, and AST shall replace the first faulty tyre and where possible, repair the second tyre. If this is not possible, AST shall tow the Vehicle.

AST shall impose Additional Charges in the event where the Member or Authorised Driver calls for Assistance and upon AST's inspection of the Vehicle, it is determined that the tyres of the Vehicle are "Run-Flat Tyres" enabling the Vehicle to be driven.

If for any reason the Vehicle is to be towed, it shall be towed to the nearest tyre and/or repair service centre.

Second and Subsequent Calls

AST reserves the right to impose Additional Charges with every second and subsequent call for Assistance, in the event where the cause of the Breakdown relates to running out of fuel, lost or locked keys or a faulty spare tyre, and with every third and every subsequent call where the cause of the Breakdown relates to Battery failure.

Upon the second and subsequent call for Assistance, AST may impose any Additional Charges it deems fit, if it appears to AST that the condition of the Vehicle is such that the Vehicle will most likely incur further Breakdowns in connection with the same cause for Breakdown relating to the first call for Assistance.

AST may, additionally, impose any Additional Charges as deemed fit by it upon the Member's or Authorised Driver's third call for Assistance and any subsequent calls, if upon the third call for Assistance, it is determined by AST that the cause for Breakdown is identical to the cause for Breakdown for the two prior calls for Assistance.

In the event of what AST deems, in its discretion, to constitute excessive calls for Assistance by the Member or Authorised Driver for any cause for Breakdown whatsoever, AST may impose any Additional Charges as it deems fit.

Limitation and Exclusion of Services

Additional Charges shall be payable, if Assistance to be provided would entail non-standard procedures, extra labour, specialist knowledge, use of dolly wheels, or towing of any accompanying trailer or caravan.

- AST may refuse to provide Assistance in any one or more of the following events:
- if it considers that the Vehicle has a laden weight that exceeds 3500kgs;
- if it has any reason to believe that the Vehicle has been involved in any illegal activities or is subject to police investigations.

AST may refuse to tow the Vehicle to the AST Workshop or Elsewhere, if for the same cause of Breakdown the Vehicle has been already towed by third party services from the Breakdown Site to its current location.

AST may refuse to provide Assistance or, at AST's discretion, Additional Charges shall be payable to AST, in the event where the Vehicle is, inter alia, located in or is to be towed to an area:

- where the road surface is unpaved; and, or
- which is located at basement or semi-basement level; and, or
- where access to such area is limited due to other steep or narrow ramps, low ceilings or any other factor; and, or
- which could cause damage to the AST recovery Vehicle or AST personnel, and which AST would in its discretion consider dangerous.

In any such case, AST shall not be responsible for any costs relating to such circumstances such as parking fees, which costs are to be fully borne by the Member or Authorised Driver.

AST shall not provide Assistance if the Member or Authorised Driver is under the influence of alcohol or any illegal substance.

AST may refuse to provide Assistance or, at AST's discretion, Additional Charges shall be payable to AST if the Vehicle shall be required to be:

- moved or otherwise towed from one location to another (unless Breakdown occurs and Assistance is required in terms of this Agreement); and, or
- towed to any scrapyards or other garage/area for scrapping; and, or
- towed whilst the Vehicle is already in the process of being serviced or repaired prior to this call for Assistance; and, or
- towed when it is not equipped with a validly registered road licence or number plates.

AST shall in no manner be held responsible for any damage caused to any low-hanging spoilers, side-skirts, modified suspension or any non-standard items while the Vehicle is being towed.

In the event where AST shall provide Assistance following an automobile accident for which the Member or Authorised Driver was not at fault, Additional Charges shall be payable to AST.

In addition and notwithstanding anything contained in the provisions of this Clause 11, AST reserves the right to refuse to provide any of its Services relative to any circumstance indicated in this same Clause 11, and in any such event of refusal AST shall not be liable in any manner.

12. Transport between Malta and Gozo

12.1 Membership is limited to Malta and Gozo only.

12.2 In the event where transportation is required from Malta to Gozo or vice-versa, the Member or Authorised Driver shall be responsible for any Additional Charges as imposed by AST in order to transport such Vehicle as may be necessary, in addition to any other costs AST may bear in connection therewith.

13. Renewal of Membership

13.1 In the event where Membership is not renewed within at least fifteen (15) days following its expiry date (hereinafter the "Expiry") and the former Member wishes to renew nonetheless:

- AST reserves the right to request a Vehicle inspection prior to accepting Membership renewal; and
- should Assistance be required within this period, it may be provided by AST (at its discretion) upon payment of a fee of fifteen Euro (€15) (VAT included), in addition to the standard renewal fee applicable at the time;

13.2 In the event where Assistance is required within any period of sixteen (16) or more days from the Expiry, Assistance may be provided by AST (at its discretion) upon payment of a fee imposed by AST.

14. Miscellaneous Provisions

14.1 The terms and conditions contained in this Agreement shall be governed by the Laws of Malta, and any disputes that may arise in connection herewith shall ultimately be referred to the applicable judicial authorities in Malta.

14.2 Invalidity or unenforceability of any one or more provisions of the terms and conditions contained in this Agreement shall in no manner affect any other provision or part thereof also forming a part of the terms and conditions of this Agreement, and such other provision or part thereof shall remain in full force and effect.

14.3 AST reserves the right to alter the terms and conditions of this Agreement from time to time, in which case the Member shall be informed accordingly in a manner to be determined by AST in its discretion. It is in the Member's interest and responsibility to be aware of the applicable and current terms and conditions of this Agreement.

If you are asked to pay for any service please make sure you are given a receipt.

Should you require any further clarification on this document, please contact us on +(356)21552599

Main Office:

**'Sultech & Co',
Masri Street,
Xaghra, XRA2690,
Gozo,
Malta**

Visit our website:

<https://autoclin.sultech.com.mt/>

We wish you Safe and Happy Motoring!