

Volvo Truck Corporation (registered number 556013-9700) whose registered office is at
405 08 GÖTEBORG, Sweden

PARTS WARRANTY - TERMS AND CONDITIONS

(APPLICABLE TO GENUINE VOLVO PARTS PURCHASED FROM AN
AUTHORISED VOLVO WORKSHOP IN THE EEA, UNITED KINGDOM OR
SWITZERLAND)

The Customer's attention is particularly drawn to the exclusions and limitations of liability at Condition 5.

1. INTERPRETATION

1.1. In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Authorised Volvo Workshop" a member of the Volvo authorised repairer network with a valid and current repairer agreement;

"Authorised Volvo Network" means the network of Authorised Volvo Workshops in the EEA, United Kingdom and Switzerland;

"Breakdown Assistance" recovery of the vehicle to the nearest Authorised Volvo Workshop;

"Breakdown Assistance Territories" means Albania, Austria, Belarus, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Republic of Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Netherlands, Norway, Poland, Portugal, Romania, Russia (mileage limit apply), Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom and Ukraine.

"Consequential Vehicle Damage" damage to any Genuine Volvo Parts fitted to the vehicle damaged as a direct result of the failure of the Defective Part. For the avoidance of doubt this excludes the superstructure or any other non-genuine Volvo part.

"Correctly Fitted" correctly fitted to and in addition mounted on a vehicle for which it was designed;

“Customer” the person(s), firm or company whose purchases parts for fitment to the vehicles that they own or operate;

“Defective Part” the Genuine Volvo Part rectified or replaced in the Warranty Repair;

“EEA, United Kingdom and Switzerland” the member states of the European Economic Area, United Kingdom and Switzerland;

“Exclusions and Limitations” the exclusions and limitations listed in Condition 5;

“Fitted Parts Warranty” the warranty detailed in Condition 4;

“Fitted Warranty Territory” means Afghanistan, Albania, Algeria, Andorra, Angola, Argentina, Armenia, Armenia, Australia, Azerbaijan, Azerbaijan, Bahrain, Bangladesh, Belarus, Benin, Bhutan, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Brunei, Burkina Faso, Burundi, Cabo Verde, Cambodia, Cameroon, Central African Republic, Chad, Chile, China, Colombia, Comoros, Cote d'Ivoire, Cyprus, Democratic Republic of the Congo, Djibouti, Ecuador, Egypt, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Fiji, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea-Bissau, Guyana, India, Iran, Iraq, Israel, Japan, Jordan, Kazakhstan, Kazakhstan, Kenya, Kiribati, Kosovo, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Micronesia, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Myanmar, Namibia, Nauru, Nepal, Niger, Nigeria, North Korea, North Macedonia, Oman, Pakistan, Palau, Palestine, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Republic of the Congo, Russia, Russia, Rwanda, Samoa, San Marino, Sao Tome and Principe, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Singapore, Solomon Islands, Somalia, South Africa, South Korea, South Sudan, Sri Lanka, Sudan, Suriname, Syria, Taiwan, Tajikistan, Tanzania, Thailand, Timor-Leste, Togo, Tonga, Tunisia, Turkey, Turkmenistan, Tuvalu, Uganda, Ukraine, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Vatican City, Venezuela, Vietnam, Yemen, Zambia and Zimbabwe;

“Genuine Volvo Part” any new genuine Volvo branded part; any Volvo branded exchange part; and any genuine Volvo accessory in each case originally supplied by Volvo;

“Parts Warranty” the warranty detailed in Condition 3;

“Qualified Technician” a vehicle technician who has (i) been trained on a Volvo approved training course on the relevant vehicle (based on the training that is available at the time of the original fitment or Warranty Repair (as applicable)); and (ii) access in their workshop to the up-to-date

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Volvo technical service information pertaining to the relevant fitment or Warranty Repair; and (iii) access in their workshop to appropriate specialist tools including those supplied by Volvo pertaining to the relevant repair or maintenance job;

“Qualifying Location” means either (i) an Authorised Volvo Workshop or (ii) a workshop outside of the authorised Volvo network genuinely operated as a trading business that operates to sell repair and maintenance services to third party vehicles. For the avoidance of doubt a Customer owned workshop which fits Genuine Volvo Parts to the vehicles that the Customer owns or operates is excluded from this definition unless the workshop is demonstrably operated as a trading business that operates to sell repair and maintenance services to third party vehicles;

“Start Date” the date the original Genuine Volvo Part is purchased from an authorised Volvo workshop;

“Volvo” Volvo Truck Corporation (registered number 556013-9700) whose registered office is at 405 08 GÖTEBORG, Sweden and any other subsidiary of AB Volvo;

“Volvo Territory” means any country in which Volvo operates an authorised repair network;

“Warrantable Defect” a defect in materials or faulty workmanship existing at the time of delivery or coming into existence during the Warranty Period as determined by Volvo or the Authorised Volvo Workshop;

“Warranty Period” shall mean the period of (i) 12 months from the Start Date in respect of the Parts Warranty; or (ii) 24 months from the Start Date in respect of the Fitted Parts Warranty;

“Warranty Repair” the supply of a rectified or replacement Genuine Volvo Part under warranty and/or the repair to the vehicle carried out under warranty by the Authorised Volvo Workshop (if applicable);

“Warranty Replacement Part” the rectified or replacement Genuine Volvo Part supplied as part of a Warranty Repair;

- 1.2. All headings are for ease of reference only and will not affect the construction or interpretation of these Terms and Conditions.
- 1.3. Unless the context otherwise required, references to the singular include the plural and vice versa and references to “writing” or “written” includes faxes and e-mail.

- 1.4. References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 1.5. Any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

2. TERRITORIAL APPLICATION OF THIS AGREEMENT

- 2.1. This agreement only applies to Genuine Volvo Parts purchased from an Authorised Volvo Workshop in the EEA, United Kingdom or Switzerland.

3. PARTS WARRANTY

- 3.1. The Parts Warranty applies to all Genuine Volvo Parts which have been Correctly Fitted.
- 3.2. In the event that a Genuine Volvo Part which has the benefit of the Parts Warranty suffers from a Warrantable Defect during the Warranty Period and the Customer notifies the Authorised Volvo Workshop of the Warrantable Defect during the Warranty Period the following benefits shall apply:
 - 3.2.1. the Defective Part will be either rectified and returned to the Customer or a replacement part will be provided as determined by Volvo or the Authorised Volvo Workshop in their absolute discretion;
 - 3.2.2. the Warranty Replacement Part will benefit from the Parts Warranty for the remainder of the original Warranty Period applicable to the Defective Part;
 - 3.2.3. the Parts Warranty will be subject always to the Exclusions and Limitations.

4. FITTED PARTS WARRANTY

- 4.1. The Fitted Parts Warranty applies to all Genuine Volvo Parts which have been both:
 - 4.1.1. Correctly Fitted; and
 - 4.1.2. fitted by a Qualified Technician in a Qualifying Location.
- 4.2. All repairs to the vehicle carried out under the Fitted Parts Warranty must be completed in an Authorised Volvo Workshop.

4.3. In the event that a Genuine Volvo Part which has the benefit of the Fitted Parts Warranty suffers from and notifies an Authorised Volvo Workshop of a Warrantable Defect during the Warranty Period the following benefits shall apply:

4.3.1. the Defective Part will be either rectified or a replacement Genuine Volvo Part will be provided as determined by Volvo or the Authorised Volvo Workshop in their absolute discretion;

4.3.2. the Customer will not be charged the labour cost of the Warranty Repair when the Warranty Repair is completed in an Authorised Volvo Workshop;

4.3.3. any Consequential Vehicle Damage is included as part of the Warranty Repair when the Warranty Repair is completed in an Authorised Volvo Workshop;

4.3.4. Breakdown Assistance shall be provided when the Warranty Repair is completed in an Authorised Volvo Workshop;

4.3.5. the Warranty Replacement Part will benefit from:

4.3.5.1. the Fitted Parts Warranty for the remainder of the original Warranty Period applicable to the Defective Part if the repair complies with the conditions set out in Condition 4.1 above; and if the Conditions set out in Condition 4.1 are not met

4.3.5.2. the Parts Warranty only for the remainder (if any) of the Parts Warranty Period if the repair complies with the conditions set out in Condition 3.1 above; and if the Conditions set out in Condition 3.1 are not met either

4.3.5.3. no further warranty;

4.3.6. the Fitted Parts Warranty is subject to the Exclusions and Limitations.

5. EXCLUSIONS AND LIMITATIONS

5.1. The Fitted Parts Warranty and the Parts Warranty shall not apply to the extent that Volvo or the Authorised Volvo Workshop can demonstrate that the Warrantable Defect has arisen as a direct or indirect result of:

5.1.1. normal wear and tear;

5.1.2. improper handling, incorrect or excessive storage time by the Authorised Volvo Workshop, the Customer or third party including for the avoidance of doubt failure to store the Genuine Volvo Part in its original packaging;

- 5.1.3. the vehicle or Genuine Volvo Part has not been maintained in accordance with Volvo recommendations;
- 5.1.4. neglect, accident, improper use, fitting or adjustment;
- 5.1.5. the Genuine Volvo Part or other related parts (incl. software) being altered from Volvo specifications or used for a purpose for which it/they were not designed or intended; and
- 5.1.6. the failure of another Genuine Volvo Part or non-genuine part.

5.2. The Fitted Parts Warranty and the Parts Warranty do not apply where:

- 5.2.1. the Genuine Volvo Part has been supplied by Volvo under a vehicle or drive line warranty or replaced during a special commitment code period (SCC);
- 5.2.2. the part has broken anti-tamper seals.

5.3. The sole and exclusive benefits provided by:

- 5.3.1. the Parts Warranty are listed in Condition 3.2;
- 5.3.2. the Fitted Parts Warranty are listed in Condition 4.3;

but for the avoidance of doubt the following losses are expressly excluded from both the Parts Warranty and the Fitted Parts Warranty:

- 5.3.3. any losses, costs or damage, including loss of use, profit, expected savings, load, lodging, phone calls, meals, express deliveries, lost time, inconvenience, loss of transportation, or any other direct, indirect, incidental or consequential loss or damage the customer (or anyone else) may incur as a result of a defect covered by the warranty;
- 5.3.4. costs related to the disassembly and/or reassembly of equipment, superstructures or other installations installed by someone other than Volvo.

5.4. Breakdown Assistance only applies and may only be claimed where:

- 5.4.1. the breakdown is the result of a Warrantable Defect; and
- 5.4.2. the vehicle represents a road safety hazard when being driven; or
- 5.4.3. the vehicle is not capable of being driven.

6. DOCUMENTATION

- 6.1. In order to verify the validity of a claim under the Parts Warranty the Customer must provide the original invoice which specifies:

6.1.1. the Authorised Volvo Workshop from which the Genuine Volvo Part was purchased;

6.1.2. the purchase date; and

6.1.3. the part number and part serial number (if stated on part).

6.2. In order to verify the validity of a claim under the Fitted Parts Warranty;

6.2.1. in respect of a Defective Part fitted by an Authorised Volvo Workshop the Customer must provide reasonable evidence that the technician was a Qualified Technician and the original invoice which specifies:

6.2.1.1. the Authorised Volvo Workshop from which the Genuine Volvo Part was purchased;

6.2.1.2. the purchase date (from the Authorised Volvo Workshop);

6.2.1.3. the part number and part serial number (if stated on part);

6.2.1.4. the vehicle identification (chassis ID, registration number or VIN);
and

6.2.1.5. evidence of fitment (labour cost, VST or other).

6.2.2. in respect of Defective Part originally fitted by a Qualifying Location which is not an Authorised Volvo Workshop the Customer must provide:

6.2.2.1. reasonable evidence that the technician was a Qualified Technician; and

6.2.2.2. the original invoice from the Qualifying Location specifying:

6.2.2.2.1. the part number and part serial number (if stated on part);

6.2.2.2.2. the vehicle identification (chassis ID, registration number or VIN); and

6.2.2.2.3. evidence of fitment (labour cost, VST or other); and

6.2.2.2.4. date of fitment; and

6.2.2.3. reasonable evidence of:

6.2.2.3.1. the Authorised Volvo Workshop from which the Genuine Volvo Part was originally purchased;

6.2.2.3.2. the purchase date (from the Authorised Volvo Workshop).

7. TITLE

7.1. Title to any replaced Defective Part shall transfer to Volvo.

8. TERRITORIAL APPLICATION OF THE PARTS WARRANTY AND THE FITTED PARTS WARRANTY

8.1. The Parts Warranty can be claimed in any Volvo Territory.

8.2. If the original fitment was in:

8.2.1. an Authorised Volvo Workshop:

8.2.1.1. the Fitted Parts Warranty shall apply any Volvo Territory for the first 12 months of the Warranty period only;

8.2.1.2. the Fitted Parts Warranty shall apply in the EEA, United Kingdom and Switzerland and any Fitted Warranty Territory: and

8.2.1.3. Breakdown Assistance shall apply to breakdowns in any Breakdown Assistance Territory;

8.2.2. any other Qualifying Location;

8.2.2.1. the Fitted Parts Warranty shall apply in the EEA, United Kingdom and Switzerland; and

8.2.2.2. Breakdown Assistance shall apply to breakdowns in the EEA, United Kingdom and Switzerland.

9. AMENDMENT

9.1. Volvo may vary or amend these terms and conditions from time to time.

10. GENERAL

10.1. Time for performance of the Customer's obligations shall be of the essence.

10.2. Volvo may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under this agreement.

10.3. The parties to this agreement do not intend that any of its terms will be enforceable by any person not a party to it.

10.4. The formation, existence, construction, performance, validity and all aspects whatsoever of this agreement will be governed by Swedish law with the exclusion of the Swedish law on conflict of laws and with the

exclusion of the UN-CISG-rules, unless and to the extent other law applies mandatory.

- 10.5. The Swedish courts, with the district court of Gothenburg (Göteborgs tingsrätt) as first instance, will have exclusive jurisdiction to settle any dispute which may arise out of, or in connection with this agreement. The parties agree to submit to that jurisdiction.