

Volvo Construction Equipment North America, LLC 24-Hour Part Guarantee

Volvo Construction Equipment North America, LLC ("Volvo CE") hereby extends to its end-use customers ("Buyer"), who currently own or who purchase a Volvo machine ("Product") from Volvo CE or any authorized Volvo CE dealer, the following limited parts availability guarantee ("Guarantee"):

Subject to the terms and conditions set forth herein, Volvo CE guarantees that parts ("Parts") for the Product that are ordered by Buyer will be delivered to Buyer within 24 hours of placement of the order or in the time frame set forth herein; in the event an ordered Part is not delivered in accordance with this Guarantee, Volvo CE will refund or issue a credit for the freight charge to ship that Part to Buyer.

This Guarantee shall commence on June 22, 2023 and shall terminate on December 31, 2023 unless extended by Volvo CE, in its sole discretion.

TERMS AND CONDITIONS

Guarantee Eligibility. This Guarantee only extends to Buyer. Products in a rental fleet are excluded from this Guarantee.

Guarantee Requirements. The following requirements must be met to qualify for a credit/refund pursuant to this Guarantee:

- Order must be a VOR (Class 1 machine down order);
- Product must be less than 10 years old as measured from the manufacturing date of the Product;
- Part must be in stock at a warehouse located in North America at the time of placement of the order of the Part;
- Part must be shipped by air freight at Buyer's expense;
- Order must be placed Monday through Thursday with the exception of public holidays and Volvo CE business holidays in the United States and Canada (each a "Business Day"). An order placed on a Friday will be delivered by the next Business Day. An order placed on a Saturday, Sunday or holiday will be delivered by the second Business Day;
- Order must be placed by 5pm EDT. An order placed after 5pm EDT will be considered placed on the next Business Day;
- Delivery address must be in the continental United States or Alaska. Parts shipped to a delivery address in Hawaii, Puerto Rico or Canada, Parts exceeding 150lbs, or Parts of abnormally large volume or peculiar shape will be delivered within 48 hours of the placement of the order.
- Request for a credit/refund must be submitted to Volvo CE within forty-five (45) days from the date the Part was ordered.

Part Exclusions. This Guarantee expressly excludes: made to order parts; programmable parts; hazardous parts; and any other parts which Volvo CE excludes, in its sole discretion.

Force Majeure. Buyer understands that this Guarantee is subject at all times to forces beyond the reasonable control of Volvo CE. These forces include but are not limited to: actions or inactions of the freight carrier of the Part; acts of God, war, famine, pandemic, strike, labor and/or material shortages, substantial disruptions to supply chains and any other event which is beyond the reasonable control of Volvo CE regardless of whether or not such event(s) is foreseeable. Should any of these forces impact Volvo CE's ability to perform under this Guarantee, Volvo CE shall be entitled, in its sole discretion, to claim force majeure and all performance by Volvo CE under this Guarantee shall be excused without any liability to Buyer of any kind.

LIMITATION OF LIABILITY; DAMAGES; CLASS ACTION WAIVER. Regardless of whether a claim against Volvo CE is based on contract, tort (including negligence and strict liability) or otherwise, Volvo CE's total liability for all losses, damages, costs or expenses of any kind arising from or related to this Guarantee is limited to an amount not exceeding the freight charge to ship the Part to Buyer. Buyer acknowledges that this cap on liability is reasonable and a material inducement to Volvo CE providing this Guarantee to Buyer. To the maximum extent permitted by applicable law, in no event shall Volvo CE be liable for any special, incidental, indirect, punitive or consequential damages whatsoever (including without limitation, loss, damage, cost or expense, directly or indirectly, attributable to a loss of use of a Product, loss or damage to real or personal property, loss or damage to the Product or any part thereof, any bodily injury or death arising from or related to the use or misuse of a Product, lost profits, loss of production, loss of goodwill or any other economic or commercial loss). The parties intend that this prohibition against consequential and similar damages will survive and be effective even if the limitation of remedies herein is found to fail of its essential purpose under section 2-719 of the Uniform Commercial Code. Except where prohibited by law, Buyer waives any right to assert a claim against Volvo CE as a class plaintiff or class representative, join any class action filed against Volvo CE as a class member, or participate as an adverse party in any way in a class action lawsuit against Volvo CE.

Choice of Law. This Guarantee shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

STATUTE OF LIMITATIONS. Any claim or action arising from or related to this Guarantee, whether based on contract, tort (including negligence and strict liability) or otherwise must be filed within one (1) year from the date the Part was ordered or shall forever be barred.

Entire Agreement; No Waiver; Modification of Guarantee. This Guarantee constitutes the entire agreement of Volvo CE and Buyer with respect to the subject matter set forth herein and supersedes any and all previous oral and written statements, representations, inducements, proposals, promises, agreements, contracts, commitments, discussions and understandings between the parties. Each party acknowledges that no oral or written statements, representations, inducements, proposals, promises, agreements, contracts, commitments, discussions or understandings have been made by any party, or anyone acting on behalf of any party which are not contained in this Guarantee. Any failure by Volvo CE to enforce or apply a term, condition, or provision of this Guarantee shall not constitute a waiver of that term, condition or provision or otherwise impair Volvo CE's right to enforce or apply such term, condition or provision in the future. Buyer understands that Volvo CE may extend, terminate, add, delete, change or otherwise modify any or all of this Guarantee at any time, for any reason, and without a duty to provide Buyer notice of any kind.