

VOLVO
Volvo Construction Equipment North America, LLC
Tier 4i - Extended Limited Warranty

Volvo Construction Equipment North America, LLC ("Volvo CE") hereby extends to its authorized dealers ("Dealer") and the Dealer's end-use customers ("Customer", and both Dealer and Customer are referred to herein as "Buyer"), who own a Volvo CE machine with a Tier 4i engine ("Product") the following limited warranty.

Subject to the exceptions, disclaimers and limitations set forth below, Volvo CE will pay all of the costs to replace the Product's Tier 4i parts (the "Parts") that fail as a result of a manufacturing defect. **This Limited Warranty does not obligate Volvo CE to pay for or reimburse Buyer for any labor or other costs other than those identified on the Parts & Service Information WTY15/001 issued on January 28, 2015**

The "Warranty Period" will begin immediately on the date of Product delivery to the first end user (the "Start Date") and end on the earlier of (i) the Product has (10,000) hours of operation, as determined by Volvo CE in its sole discretion, or (ii) the eight (8) year anniversary of the Start Date. The foregoing limited warranty shall include only the costs to replace the worn Part provided that the replacement was performed by a Dealer. For any claims covered under the Product's standard manufacturer warranty, please refer to the Product's warranty certificate.

The foregoing warranty does not cover: (i) any Product found to have been damaged by misuse, abuse, unauthorized modifications, accident, other casualty or a failure to maintain or use the warranted Product in accordance with the applicable manuals or instructions (Buyer is required to use only original equipment manufacturer filters during the Warranty Period); (ii) the labor costs to replace the Parts before or after the expiration of the Warranty Period; (iii) overtime labor premiums; (iv) costs and expenses associated with the transportation of Dealer's service personnel to and from the location of the warranted Product; (v) any parts, components, attachments or accessories for which Buyer receives a separate warranty by the manufacturer or producer thereof (in specified cases said warranty may be administered by Volvo CE); or (vi) any Product parts not listed above.

**DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF
REMEDIES**

THE FOREGOING WARRANTY TO BUYER IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE IS NO

IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES AVAILABLE TO BUYER ARE LIMITED TO MAKING A CLAIM UNDER THE FOREGOING WARRANTY AND ARE EXCLUSIVE AND EXPRESSLY LIMITED TO OBTAINING THE PARTS AND LABOR IN ACCORDANCE WITH THE TERMS OF SAID WARRANTY.

LIMITATIONS OF LIABILITY AND DAMAGES

Regardless of whether a claim against Volvo CE or Dealer is based on the foregoing warranty or is an action in contract, tort (negligence or strict liability) or otherwise, their respective liability for losses, damages or expenses of any kind arising from the design, manufacture, repair or sale of the Products is limited, unless otherwise prohibited by law, to an amount not exceeding the cost performing the obligations contained in the foregoing warranty, and in no event shall their respective or joint liability exceed the value of the Product or part thereof giving rise to such liability.

CONSEQUENTIAL AND SIMILAR DAMAGES NOT RECOVERABLE

Except for performing the obligations of the foregoing warranty in accordance with its terms, Volvo CE and Dealer shall have no liability for loss, damage, or expense, directly or indirectly, attributable to a loss of use of a Product, loss or damage to property other than the Product, 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, or any other economic or commercial loss, including, without limitation, lost profits or special or consequential damages (except liability for any type of consequential damages which by law may not be disclaimed). The parties intend that this prohibition against consequential and similar damages will survive and be effective even if the limitation of remedies in the foregoing sections is found to fail of its essential purpose under section 2-719 of the Uniform Commercial Code.

ALLOCATION OF RISK

The foregoing warranty disclaimers, limitations of liability and limitation of remedies are bargained allocations of risks among (i) the Customer who purchased the Product; (ii) the Dealer who sold the Product, and (iii) Volvo CE, which is a third party beneficiary of the contract of sale between the Customer and the Dealer. The Buyer of the Product accepts the foregoing warranty and the other bargained for allocations of risk as part of the agreed price for the purchase of the Product to which the foregoing warranty

applies. Volvo CE is prepared to offer different warranties and other allocations of risk for other prices. However, any such change in the warranty or the allocation of risks must be confirmed in writing by Volvo CE.

Statute of limitations

Any action by a Buyer of a Product for breach of contract, for breach of warranty arising under, or for a cause of action arising out of the sale of a Product, whether based on contract, tort (negligence or strict liability) or otherwise, shall be commenced within one (1) year after the cause of action has accrued. Any such cause of action shall be deemed to have accrued at the earlier of (i) the discovery of the defect or breach, or (ii) the expiration of the applicable Warranty Period.