

# General Conditions of Delivery and Warranty

## New spare parts supplied by Volvo Entreprenørmaskiner A/S

1. This agreement is entered between Volvo Entreprenørmaskiner A/S (Seller) and a commercial enterprise (Buyer). For any other matters reference is made to the General Conditions for Sale and Delivery of Volvo Entreprenørmaskiner A/S, including the factory warranty for the purchase of new Volvo construction equipment (CE) machines.
2. Seller grants a warranty for 24 months or 6,000 hours of operation, whichever comes first, on genuine, new Volvo spare parts purchased from Seller, as individual items or through the repair service, with the following restrictions:
  - The warranty grants Buyer the right to exchange an item for a new item of the same type as the one originally purchased, if the purchased spare part is defective due to a material defect;
  - The spare part warranty only applies if Buyer has paid for the part before the claim reaches Seller: The warranty covers exclusively spare parts and not labour costs, if the parts are fitted by others than authorized Volvo dealers;
  - The Seller shall be in receipt of any claims under the warranty within 24 months after delivery of the part and within 15 workdays after Buyer observed or should have observed the defect;
  - The warranty only applies if Buyer has fitted, stored, used, maintained, modified and/or repaired the spare part correctly in accordance with the instructions and/or recommendations in the product description or the instructions for use. If a modification of a part led to the part (or the machine in which the part was inserted) no longer complying with statutory requirements, certificates or CE certification, including emission requirements, the warranty does not apply;
  - Buyer must be able to present an original invoice stating date of purchase, spare part number and spare part serial number when available for the part in question;
  - The spare part warranty only applies to stocked spare parts; The following wear parts are not covered by the spare parts warranty:
    - Light bulbs
    - Lights
    - Glass
    - Lubricants
    - Fittings and hoses
    - Wiper blades
    - Filters
    - Fuses
    - Bushings
    - Fluids
    - Drive belt
    - Wear parts on bucket, body, undercarriage, asphalt paver
    - Tyres and rubber components
    - Tools and manuals
  - For replaced parts installed in a Volvo CE machine the warranty period follows the remaining warranty period for parts and components for the original Volvo CE machine.
3. For repairs under the warranty, Buyer is granted a 24-month right to give notice of lack of conformity of the craftsmanship of the work if the work has been carried out by Seller and has been

paid in full before Buyer gives his notice to this effect. Any such notices must be made as soon as possible.

For this warranty reference is made to the Volvo Construction Equipment Fabriksgarantibevis and the Volvo Entreprenørmaskiner Forhandlergarantibevis.

4. Return of spare parts against a refund can only be effected by arrangement with Seller and if observing the following conditions:
  - Spare parts must be returned no later than 15 workdays from the due date on the invoice and the spare part shall have been fully paid for;
  - A return fee of 10 per cent will be offset against the credit note;
  - There can have been no attempts to fit or use the part, and the packaging must be intact;
  - The issued return number/case number must be stated with the returned goods. If the return comprises one or more parts beyond what has been agreed, Seller reserves the right to return such parts to Buyer on Buyer's account;
  - Parts must always be returned to Taulov, Denmark, irrespective of the place of hand-over;
  - All returns to Seller are affected on Buyer's account, with the exception of erroneous shipment;
  - Electrical articles will not be accepted for return.
5. Before returning an erroneous shipment, the part must be given a return number/case number of Seller, and the part must reach Seller within 10 workdays after the invoice date.
6. Seller is not liable for shipping damage; notice of the damage must be given to the shipping operator on the very day of delivery.
7. Orders for spare parts not in stock with Seller will usually be placed for delivery between two and three days later; should Buyer wish to place a rush order for the spare parts, this will incur a rush fee.
8. For delivery of spare parts please refer to Seller's website "Spare parts – Delivery".
9. **Sellers retains the title in the sold goods** until the purchase sum, including interests, costs etc., has been settled in full (see the General Conditions for Creating an Account and the General Conditions for Sale and Delivery).