

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

PARTS WARRANTY -TERMS AND CONDITIONS

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(APPLICABLE TO GENUINE VOLVO PARTS PURCHASED FROM AN
AUTHORISED VOLVO WORKSHOP IN AUSTRALIA)

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 Australia;

"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;

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"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;

"Exclusions and Limitations" the exclusions and limitations listed in Condition 5;

"Fitted Parts Warranty" the warranty detailed in Condition 4;

"Fitted Warranty Territory" means Australia;

"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 GOTEBORG, 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 or 500,000km from the Start Date in respect of the Fitted Parts Warranty whichever occurs first;

"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 Australia.

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 Genuine Volvo 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.

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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 and returned to the Customer 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. the Warranty Replacement Part will benefit from:

4.3.4.1. 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; or if the Conditions set out in Condition 4.1 are not met

4.3.4.2. 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; or if the Conditions set out in Condition 3.1 are not met either

4.3.4.3. no further warranty;

4.3.5. 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, 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 by the Customer in accordance with Volvo recommendations;
 - 5.1.4. neglect, accident, improper use, fitting or adjustment other than where undertaken by an Authorised Volvo Workshop;
 - 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 which is not covered by this Warranty or is outside of its Warranty Period.
- 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). For the avoidance of doubt, this limitation on the warranty of such components does not in any way limit the rights of the Customer under the Australian Consumer Law. Coverage of such components will be governed by the Australian Consumer Law;
 - 5.2.2. the part has broken anti-tamper seals.
- 5.3. The benefits provided by the Parts Warranty listed in Condition 3.2 and the Fitted Parts Warranty listed in Condition 4.3 are the sole and exclusive benefits provided under this Warranty. For the avoidance of doubt the following losses are expressly excluded from both the Parts Warranty and the Fitted Parts Warranty:
- 5.3.1. 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 indirect, incidental or consequential loss or damage the customer or any third parties may incur as a result of a defect covered by the warranty;
 - 5.3.2. costs related to the disassembly and/or reassembly of equipment, superstructures or other installations installed by someone other than Volvo.

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:

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- 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 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 in any Volvo Territory for the first 12 months of the Warranty period only;

8.2.1.2. the Fitted Parts Warranty shall apply in any Fitted Warranty Territory; and

8.2.2. any other Qualifying Location;

8.2.2.1. the Fitted Parts Warranty shall apply in the Fitted Warranty Territory; and

9. AMENDMENT

9.1. Volvo may vary or amend these terms and conditions from time to time by publishing a new version at <https://www.volvotrucks.com.au/en-au/services/parts-accessories/parts.html>

10. GENERAL

10.1. Volvo may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under this agreement given that Volvo provide the Customer with a minimum of 30 days' notice.

This Agreement will be construed and interpreted in accordance with the laws of Queensland and the parties submit to the exclusive jurisdiction of the Queensland courts and Commonwealth courts exercising jurisdiction in Queensland.

10.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Rules of the Australian Centre for International Commercial Arbitration, unless one of the parties objects. If one of the parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved by arbitration in accordance with the Rules of the Australian Centre for International Arbitration. The mediation and/or arbitration proceeding will be held in English. The place of arbitration will be Brisbane, Queensland. However,

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Volvo shall be entitled at its discretion to have recourse to litigation on matters of industrial property rights, such as patents, trademarks and industrial secrets.