

VOLVO PENTA

VOLVO PENTA NORTH AMERICA LIMITED WARRANTY STATEMENT

INDUSTRIAL



INTRODUCTION

New Volvo Penta industrial engine configurations, parts and accessories (herein "Product" or "Products") are covered by the Volvo Penta North America Limited Warranty (herein "Warranty") according to the terms conditions and limitations stated herein. Please take the time to read this Warranty Statement and the Service book carefully along with the Operator's Manual which has also been provided with the Product before starting or using it for the first time.

This Warranty is offered by AB Volvo Penta to the owner or end user of a Product (herein "Customer") and is in addition to any rights that Customer may have under applicable mandatory law.

This Warranty will be fulfilled in cooperation with Volvo Penta Business Partners (including Importers, Distributors, Dealers and Workshops, that have been authorized by Volvo Penta), herein "Authorized Volvo Penta Dealer".

On the day the new Product is delivered, the party who sold it, or an authorized Volvo Penta Dealer, will register the Product online in Volvo Penta's Product handling system called Product Center. For convenience, a printed customer copy may be obtained from an authorized Volvo Penta Dealer. For information on how Volvo Penta handles personal data pertaining to the Product registration, please visit www.volvopenta.com.

To enable Customer to assert its rights in connection with this Warranty, the authorized Volvo Penta Dealer will check the warranty validity in Product Center. A copy of the relevant invoice or receipt is valid as warranty certification for replacement parts and accessories.

Contact an authorized Volvo Penta Dealer if an Operator's Manual has not been received or in case of uncertainty whether product registration has been carried out or not.

GENERAL

This is to certify that AB Volvo Penta, (herein after "Volvo Penta") Gothenburg, Sweden, warrants that the Product is free from defects in material and workmanship for the Limited Warranty Period stated below, subject to the conditions and with the limitations specified in this Warranty.

This Warranty does not apply in countries where Volvo Penta is not represented. Please consult www.volvopenta.com for list of countries where Volvo Penta is represented.

GEOGRAPHIC SCOPE

This warranty is valid solely for Volvo Penta products registered and/or normally operated within the United States, Canada, and other selected areas including Bermuda, Puerto Rico, Bahamas, U. S. Virgin Islands, Saipan, and Guam. The warranty (if any) for vessels operated outside these areas is described in the AB Volvo International Warranty statement. Copies of the International Warranty Statement are available at www.volvopenta.com.

Note: Outside the U.S. and Canada, there may be additional charges based on local practices and conditions. These charges may include, but are not limited to; freight, insurance, taxes, import duties, and/or other financial charges, including those levied by local governments and their respective agencies. These charges are not covered by the Volvo Penta Limited Warranty and are the responsibility of the retail purchaser

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LIMITED WARRANTY PERIODS

The Warranty's validity begins at the time the Product is delivered to the first Customer and continues for the period shown in the table below. The delivery date is recorded in Product Center together with all the other relevant Product information and is accessible to both authorized Volvo Penta Dealers and the Customer. It is the Customer's responsibility to make sure that the registration in Product Center has been done.

In case a Product, is replaced or repaired during the Limited Warranty Period or additional coverage period at no cost to the Customer, the replacement Product or the part or parts used for repair receive the remainder of the original Limited Warranty Period for the original Product that was repaired or replaced.

For example, if a Product is registered for warranty in Product Center and is entitled to a 24-month Limited Warranty Period, and a warranty repair is performed after 22 months, any parts used for the repair at that time will receive the remaining 2 months warranty coverage. Removed components that are replaced under warranty by AB Volvo Penta or any authorized Volvo Penta Dealer are the property of AB Volvo Penta.

Products which are not delivered to the customer more than three (3) years from the date of shipment from Volvo Penta do not have coverage under the Limited Warranty

The Limited Warranty Period are the months or operation hours, calculated from the date defined above, whichever occurs first, stated in the tables to follow.

Engine configurations in industrial use

		Limited Warranty period	
		Month	Or Operating Hours
Internal Combustion Engine			
Genset application	Primary power	24	3 000
	Stand by power	24	1 000
Versatile application	Off-road or stationary	24 ¹	3 000
	Power output setting for emergency pumps	24	1 000
Electric Driveline			
Versatile application	Off and On road	36	4 000

¹ minimum of twelve (12) months

Selected emission control components on new engines may be warranted by the U.S. EPA or the State of California. Refer to the U.S. EPA Emission Control Warranty or the California Emission Control Warranty Statements for complete information.

This warranty is conditional upon AB Volvo Penta being able to gather and access the Product Data at any time.

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The below is specifically applicable for Volvo Penta connected products (including Volvo Penta electric/hybrid drivelines), i.e. units equipped with a telematic device, such as TGW, Easy Connect dongle etc.

Volvo Penta electric/hybrid drivelines and connected products are equipped with one or more systems which may gather and store information about the Volvo Penta product (the "Information Systems"), including but not limited to information relating to the product's condition and performance, and information relating to the operation of the Volvo Penta product (the "Product Data"). The Customer may not interfere with the operation of the Information Systems in any way. Notwithstanding any termination or expiry of this warranty, the Customer acknowledges and agrees that AB Volvo Penta may: (i) access the Information Systems at any time (including remote access); (ii) gather the Product Data; (iii) store the Product Data on Volvo Group systems; (iv) use the Product Data in order to provide services to the Customer, as well as for its own and other reasonable business purposes; and (v) share the Product Data within the Volvo Group and with selected parties. Any consequential repairs resulting from interference of the Information Systems or Product Data will not be covered under the Limited Warranty.

Definitions of components covered, full electrical

- Electrical machine(s) (EM)
- Energy Storage System (ESS)
- Electrical motor drive (EMD)
- Direct Current Converter (DC/DC)
- Junction Box (for traction voltage con. TVJB)
- High Power Control Unit (HPCU)
- Traction Voltage Monitoring Unit (TVMU)
- Powertrain Control Unit (PCU)
- Energy Storage Control Module (ESCM)
- Onboard Charger (OnBC)
- Power cables (Traction Voltage)
- Air Compressor (Traction Voltage)
- Active Cooling Unit (ACU) system

Volvo Penta Limited Warranty expressly excludes coverage for the gradual loss of battery capacity over time and usage, which is inherent to lithium batteries. Additionally, this warranty does not cover instances where the battery reaches its end of life, as determined by its state of health. User shall acknowledge the natural degradation of lithium batteries and that any decrease in capacity resulting from normal wear and tear is not eligible for coverage under the Warranty.

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PARTS & ACCESSORIES

Type	Sold over counter		Sold and installed by Volvo Penta Dealer	
	Months	Or hours	Months	Or hours
Parts & Accessories ²	12	n/a	24	3 000

² Parts & Accessories:

“Parts” refers to all spare parts not used for repair or replacement under this Warranty. “Accessories” refers to items other than the engine, transmission and engine assembled parts.

PARTS & ACCESSORIES SOLD OVER THE COUNTER

-Twelve (12) months

The warranty coverage will begin from the date of sale specified by the invoice/ transaction document. The customer is required to produce an invoice/ receipt from an authorized Volvo Penta Dealer as proof of purchase to qualify for warranty in these cases

**PARTS & ACCESSORIES, SOLD BY, AND INSTALLED BY AN AUTHORIZED VOLVO PENTA DEALER
(Purchased after engine package delivery)**

Twenty-four (24) months or a maximum of three thousand (3000) hours of operation, whichever occurs first. (Excluding power standby and emergency fire pumps, for which a maximum of one thousand (1000) hours applies.

The Twenty-four (24) month Parts warranty will apply and follow the same terms and conditions as the AB Volvo Penta North America Limited Warranty. The warranty coverage will begin from the date of sale specified by the invoice/ transaction document. The customer is required to produce an invoice/ receipt from an authorized Volvo Penta Dealer as proof of purchase to qualify for warranty in these cases.

WHAT THE NORTH AMERICA LIMITED WARRANTY COVERS

This Warranty covers defective Products. Under this Warranty, a Product is considered defective if it is found, during the limited warranty period, to have an inherent defect in material or workmanship that existed in it at the time of shipment from the relevant Volvo Penta facility.

Volvo Penta will either repair or replace defective Products, whichever is decided by Volvo Penta.

WHAT THE NORTH AMERICA WARRANTY LIMITED DOES NOT COVER

This Warranty does not apply to defects that are likely to have been caused by transportation, installation or repairs.

This Warranty does not apply to defects that are likely to have been caused as a result of any of the following:

- Abnormal use
- Carelessness, misuse
- Competition use or preparation for competition use
- Over or under loading
- Insufficient lubrication
- Corrosion as determined by Volvo Penta
- Cavitation
- Normal wear and tear
- Physical damage such as punctures, tears, etc which are not related to a product defect
- Use of parts or chemicals other than genuine Volvo Penta parts
- Lack of, insufficient or incorrect maintenance
- Incorrect installation or parameter setting
- Accidents
- Fuel contamination or use of fuel, oil and/or lubricants not specified in the Operator's Manual
- Improper storage, including but not limited to gummed cooling or fuel systems, dried and cracked belts, hoses, impellers, bellows and seals, paint flaking and lifting, seized components, corrosion, and freeze damage
- Failure to comply with Operator's Manuals, maintenance instructions, installation instructions or any other applicable Volvo Penta instructions
- Alterations or modifications of the Product, including alterations or modifications of software or electronic devices including override, removal or change to safety shutdown/inducement system parameters or strategy
- Repair work (including installation and/or update of software) having been performed by a workshop other than an authorized Volvo Penta Dealer
- Breaking of seals
- Usage in violation of law or for unintended purposes
- The defect having become aggravated due to failure by the driver/operator to take immediate and appropriate action after such time as the defect became known or should have become known to the driver/operator or after activation of the vessel/machine warning indicator system.
- This Warranty does not apply to defects caused by the Product's combination with engines, transmissions, or any other mechanical or electronic product or accessory not sold or approved in writing by Volvo Penta.
- Consequential repairs resulting from interference of the Information Systems or Product Data
- Natural phenomenon, including but not limited to, lightning, thunderbolts, flooding or other force majeure events, including but not limited to war, uprisings, acts of terror, strikes, widespread diseases
- Low load: Volvo Penta state that the average engine load shall not be kept below 30% for no more than 20% of the duration of the day, under varying load conditions. Low load is considered by Volvo Penta to be less than 30% of the average engine load, under varying load conditions

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This Warranty does not apply to any Product: (i) which has been sold, re-sold, exported, re-exported or otherwise handled in violation of any applicable trade sanctions, export control regulations, rules or licenses, including those of the United States of America ("US"), the United Nations ("UN") or the European Union ("EU") or its member states; (ii) used in Military End Use, as defined in applicable EU Common Military List or similar applicable national instrument, in a country subject to a UN, US or EU arms embargo or used in connection with weapons of mass destruction, or; (iii) if the performance of the repair or replacement of the Product or other related services would be prohibited under applicable EU, US or other national trade sanctions law or export control regulations.

CLAIMING UNDER THE NORTH AMERICA LIMITED WARRANTY

To claim a remedy under this Warranty, the Customer of a Product must report any defect in the Product to an authorized Volvo Penta Dealer. A list of authorized Volvo Penta Dealers is available at www.volvopenta.com. Such a report must be made as soon as possible and no later than fourteen (14) days from the date when the Customer first observed the defect or ought to have observed it and consequently in no case later than fourteen (14) days after the expiry of the Limited Warranty Period.

The Customer is recommended to secure evidence of the date when the report was made, for example a copy of a letter. The Customer must establish the eligibility of this Warranty or additional coverage by showing necessary documentation.

This Warranty is conditional upon Volvo Penta being able to gather, access and use data from the Product at any time for warranty purposes.

LIMITATION OF LIABILITY

The repair and replacement remedies described under "WHAT THE NORTH AMERICA LIMITED WARRANTY COVERS" above are the sole and exclusive remedies available to the Customer in respect of this Warranty. Except as provided for in this Warranty, Volvo Penta is not liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct, indirect, incidental or consequential loss, including but not limited to, loss of use, loss of income, loss or disturbance of production, loss of profits, loss of time, loss of property, cost of travelling, cost of transport, extra costs incurred to make the Product accessible arising under or in connection with this Warranty.

All remedies under this Warranty must be carried out by an authorized Volvo Penta Dealer during normal working hours.

Volvo Penta does not authorize anyone to assume any other liability on its behalf in connection with the sales of Products than described in this Warranty. The performance of a remedy or of any other service by an authorized Volvo Penta Dealer does under no circumstances constitute an acceptance or acknowledgement of liability.

Volvo Penta reserves the right to make any changes to products manufactured and/or sold at any time without prior notice and without incurring any liability or obligation to make the same or similar changes to Products previously manufactured and/or sold.

V O L V O P E N T A

LIMITATION AND DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS TO THE EXTENT PERMITTED BY APPLICABLE LAWS:

1. VOLVO PENTA DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY AS TO ANY PRODUCT OR PART, WHETHER OR NOT THAT PRODUCT OR PART IS COVERED BY ANY EXPRESS WARRANTY CONTAINED HEREIN;
2. VOLVO PENTA DOES NOT MAKE ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF;
3. IN THOSE JURISDICTIONS WHERE IMPLIED WARRANTIES MAY NOT BE DISCLAIMED, ANY IMPLIED WARRANTY IS LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTIES DESCRIBED IN THIS WARRANTY STATEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
4. THE REPAIR OR REPLACEMENT OF PARTS OR THE PERFORMANCE OF SERVICE UNDER THIS WARRANTY DOES NOT EXTEND THE LIFE OF THIS WARRANTY BEYOND ITS ORIGINAL EXPIRATION DATE.

CUSTOMER'S OBLIGATIONS – IMPORTANT

As Volvo Penta does not have any control over the installation of its Product(s) we recommend the Customer to ensure that the authorized Volvo Penta Dealer checks and ensures that the Product(s) is (are) correctly installed.

The party who sold the Product is responsible for ensuring that a full free-of-charge product inspection has been carried out according to Volvo Penta instructions (refer to the Service Book) and is registered in Product Center, it is the Customers' responsibility to make sure this has been done.

A performance of a product inspection is a condition for the validity of this Warranty.

The Customer is liable for the operation, maintenance and care of Volvo Penta Products in accordance with the instructions and requirements stated in the Operator's Manual during and after the Limited Warranty Period.

Operation should be in accordance with the engine application definition.

Records should be kept of all maintenance services performed including engine oil and filter changes. This record of proper maintenance is required for the purpose of determining warranty coverage on repairs and it is the responsibility of the Customer to transfer such documents to the subsequent Customer. Nothing in this Warranty Statement shall prevent the Customer from transferring this Warranty to a subsequent purchaser. However, it will be the Customer's responsibility to ensure that all of the necessary documentation is provided to the new Customer to enable the new Customer to benefit from this Warranty.

All warranty services relating to the Products have to be performed by an authorized Volvo Penta Dealer.

OTHER INFORMATION

Volvo Penta reserves the right to change or improve the design of any Volvo Penta product without assuming any obligation to modify any Volvo Penta product previously manufactured.

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REMEDIES AND EXCLUSION OF CERTAIN DAMAGES

Any part of the Volvo Penta engine or power package that is covered by this warranty and that is found in the reasonable judgment of Volvo Penta to be defective in materials or workmanship will be repaired or replaced at Volvo Penta's option. If a problem occurs, the owner must present the product to an authorized Volvo Penta Dealer in a timely manner.

All warranty repairs will be made by an authorized Volvo Penta Dealer at no charge during the warranty period and within a reasonable period of time during the dealer's normal business hours. Parts replacement will be made using genuine new or remanufactured Volvo Penta parts.

Volvo Penta's responsibility in respect to warranty claims is limited to making the required repairs or replacements. All parts will be shipped via standard ground methods. Engines or parts provided under this warranty assume the identity of the engine or part being replaced and are entitled to the remaining warranty coverage only.

THE REPAIR AND REPLACEMENT REMEDIES DESCRIBED IN THIS WARRANTY STATEMENT ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDY. IN NO EVENT SHALL VOLVO PENTA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THE TERMS, LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS LIMITED WARRANTY, AS WELL AS THOSE DOCUMENTS PREPARED IN CONJUNCTION WITH THE SALE OF VOLVO PENTA PRODUCTS, MAY NOT BE MODIFIED, ALTERED, OR WAIVED BY ANY ACTION, IN ACTION OR REPRESENTATIONS, WHETHER ORAL OR IN WRITING, EXCEPT UPON THE EXPRESSED, WRITTEN AUTHORITY OF A MANAGEMENT LEVEL EMPLOYEE OF VOLVO PENTA.

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