

V O L V O P E N T A

# VOLVO PENTA NORTH AMERICA LIMITED WARRANTY STATEMENT

MARINE COMMERCIAL



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## **VOLVO PENTA NORTH AMERICA LIMITED WARRANTY STATEMENT – MARINE COMMERCIAL**

### **INTRODUCTION**

New Volvo Penta marine 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).

On the day the new Product is delivered, the party who sold it, or the Volvo Penta Business Partner, 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 a Volvo Penta Business Partner. For information on how Volvo Penta handles personal data pertaining to the Product registration, please visit [www.volvopenta.com](http://www.volvopenta.com).

To enable Customer to assert its rights in connection with this Warranty, the Volvo Penta Business Partner 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 a Volvo Penta Business Partner 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 under the terms and conditions and with the limitations specified in this Warranty.

This Warranty only applies to products in Marine Commercial use. Marine Commercial use means that the product is used for revenue generation, passenger transport, cargo transport, public sector/ governmental service, rental, or charter *e.g.*, paid crew, paying passenger, including multiple ownership interest or fractional ownership, and other uses which are not for the Customer’s own personal use and recreation.

This Warranty does not apply in countries where Volvo Penta is not represented. Please consult [www.volvopenta.com](http://www.volvopenta.com) for list of countries where Volvo Penta is represented.

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## GEOGRAPHICAL SCOPE

This warranty is valid solely for vessels 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](http://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.

## 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 Volvo Penta Business Partners and the Customer. It is the Customer's responsibility to make sure that the registration in Product Center has been done. This warranty is conditional upon AB Volvo Penta being able to gather and access the Product Data at any time.

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 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*

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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 marine commercial use

Product	Rating	Limited Warranty Period	
		Months	Or hours
(Including Volvo Penta gearboxes and drives)			
D5, D7-D16	1	12	Unlimited
D5, D7-D16 Marine Genset	PP	12	Unlimited
D5, D7-D16	2	12	5000
D4-D6, D8-D13	4	12	1000
D8-D13	3	12	2000

Product	Rating	Products, rating 5, in crafts designed for leisure use, used for charter or rental**		Products Rating 5 any other Commercial use	
		Months	Or hours	Months	Or hours
(Including Volvo Penta reverse gears and drives)					
D1, D2	5	24(+36)	1000	12	500
D3-110	5	24(+36)	1000	12	500
D3 >110,	5	12	500	12	500
D4, D6	5	12	600	12	600
D8, D11, D13	5	12	600	12	600
Gas		6	400	6	400
Parts & Accessories***		12	N/A	12	N/A

Non-Volvo Penta gears and drives are not covered by this Warranty.

For Major Components (as defined below) in Products D1, D2, D3-110, the Limited Warranty Period is extended to the number of months shown in ( ) or number of operating hours indicated above.

\*\* Charter / Rental: Paying passenger/ paid crew, including multiple ownership interest or fractional ownership

\*\*\* Parts & Accessories:

“Parts” refers to all spare parts.

“Accessories” refers to items other than the engine, transmission and engine assembled parts.

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.

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## **MAJOR COMPONENTS** (only valid for D1, D2, D3-110 used for charter or rental)

As outlined, the Limited Warranty Period may be longer for certain components in the Product, such components are herein referred to as “Major Components”. The following components, listed by category, constitute Major Components under this Warranty.

### Engine components

- Cylinder block casting
- Cylinder head casting
- Crankshaft forging
- Camshaft forging
- Flywheel housing
- Timing gear case
- Timing gears and connecting rod forging

### Volvo branded transmission components

- Shaft
- Transmission housing casting

## **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 COUNTER, NOT INSTALLED BY A VOLVO PENTA DEALER**

Twelve (12) months

## **ACCESSORIES AS PART OF ENGINE PACKAGE (installed by OEM/dealer)**

Twenty-four (24) months (or carry the same coverage period as the Product it is attached to if this is different). The Limited Warranty Period’s start date is the same as for the engine configuration, i.e. the time of transfer to the Customer (specified as the delivery date in Product Center). A copy of the registration in Product Center can be printed out.

The Limited Warranty Period for the Complete Product will last from the date of delivery to the first user until the end of the number of months or hours of operation stated in the engine configuration table, whichever occurs first.

## **PARTS & ACCESSORIES, SOLD BY, AND INSTALLED BY A 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. 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 as proof of purchase to qualify for warranty in these cases.

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## WHAT THE 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 LIMITED WARRANTY 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 cracking 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 a Volvo Penta Business Partner
- 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
- 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, etc.

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.

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.

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## 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 a Volvo Penta Business Partner. A list of Volvo Penta Business Partners is available at [www.volvopenta.com](http://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.

## LIMITATIONS 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, cost of docking and cranes) arising under or in connection with this Warranty.

All repairs or replacing under this Warranty must be carried out by a Volvo Penta Business Partner 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 a Volvo Penta Business Partner 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.

## 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.

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## **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 Volvo Penta Business Partner 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 commissioning 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 commissioning 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. 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 Customer from transferring this Warranty to a subsequent purchaser. However, it will be 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 a Volvo Penta Business Partner.

## **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.

## **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, INACTION 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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