

ONLINE SALES TERMS & CONDITIONS

1. WELCOME TO VOLVO CARS!

- 1.1 These are our terms that apply to online sales of Volvo cars (the “**Terms**”). Please read them carefully before you complete your order – whilst we appreciate this isn’t always the most enjoyable activity, it’s an important part of the order process.
- 1.2 We have kept these Terms as short as possible. Yet, there are a number of things you need to know and agree to before we get started. We have tried to make these Terms easy to understand, but please do not hesitate to contact us if anything is unclear or if you otherwise have some questions.
- 1.3 We are Care by Volvo Car Germany GmbH, responsible for online sales of Volvo cars in Germany and a part of the Volvo Car Group. Our registered address is at Siegburger Straße 229, 50679 Köln (“**we**”, “**our**”, “**us**”). We are your contractual partner selling you the Volvo car you have configured and/or chosen online (the “**Car**”).
- 1.4 You can contact us through our Customer Care Centre, preferably by calling us on +49 221 82827800 or by email carebyvolvo-de@volvocars.com.

2. WHAT WE EXPECT FROM YOU

- 2.1 You confirm that you are an individual above the age of 18 and resident in the European Economic Area. In case you are a business customer, please see Section 17 below for some specific terms that apply to you.
- 2.2 You confirm that all the details you provide to us in your Car order (the “**Order**”) are true and correct.
- 2.3 You confirm that you are not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, United Kingdom or US, and that you will not sell, provide or transfer the Car to any such sanctioned person, or to any person located in (a) a country or territory which is, or whose government is, the subject of comprehensive sanctions, as may be in place or imposed from time to time, including (but not limited to) Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People’s Republic region of Ukraine, the so-called Kherson People’s Republic region of Ukraine, the so-called Luhansk People’s Republic region of Ukraine and the so-called Zaporizhzhia People’s Republic region of Ukraine, (b) Russia or (c) Belarus. If at any time this turns out not to be true, your Order will be terminated with immediate effect, without any liability to compensate you whatsoever. Furthermore, according to law we may not be able to repay any payments that you may have made to us.

3. ORDERING A CAR

- 3.1 The way in which you purchase a Car from us is via an online process through Volvo Cars’ digital channels. To complete your Order, you will need to fill in all required information and pay the stipulated order deposit (the “**Deposit**”) online. Upon the submission of your completed Order we will send you an email confirming receipt of your Order, including the full specification of your Car.
- 3.2 We will have a binding contract – incorporating these Terms – with you once (and not before) we confirm to you by email that we accept your Order (“**Order Confirmation**”). We may in our sole discretion choose not to accept your Order.

Once you receive the Order Confirmation the Order and these Terms shall become the sales contract (“**Contract**”). Following the Order Confirmation, we will ask you to sign the Contract electronically through Adobe Sign. This will be your document to evidence your purchase (which may be required for financing of your car). Please carefully review the Contract and check that all information, including any potential changes made after you first placed your Order, is correct before you sign it. In connection with the delivery of your Car, you and the Volvo service partner you chose when you ordered the Car (“**Service Partner**”) shall also sign a handover protocol (as set out in Section 6.4), which will include the Vehicle Identity Number (VIN) and the registration number of the Car. The handover protocol will thereafter form a part of the Contract.

- 3.3 Following your electronic signing of the Contract (as defined in Section 3.2), the Deposit will be refunded through the same means as you used when paying the Deposit in the first place. For avoidance of doubt, there will not be any interest on your Deposit.
- 3.4 We reserve the right to, in addition to the Deposit, require security in case you order more than one Car.
- 3.5 Online images of cars are for illustrative purpose only and may slightly vary from your Car (for example with respect to colour and accessories). Likewise, your Car may slightly vary from any images provided in the car specification.
- 3.6 Your Car comes with wheels as stated in your Order Confirmation. Please also note that we work with different high-quality tyre manufacturers and your Car will be equipped with tyres from one of these manufacturers. We have the right to exchange tyres that may have been communicated prior to delivery of your Car with equivalent tyres from the same or another tyre manufacturer.

4. PRICE

The price for your Car is stated online and confirmed in the Order Confirmation and the Contract (the “**Price**”). The Price includes delivery according to Section 6 (Ge: “Überführungskosten”) and registration in accordance with Section 6. It also includes VAT, if applicable, and the services mentioned in these Terms. We are entitled to increase the Price to mirror any new or revised governmental fees, charges or taxes which are decided and take effect more than four months after you have received the Order Confirmation but takes effect prior to the delivery of the Car.

5. PAYMENT

- 5.1 Approximately one month before your Car will be available for pick-up, we will provide you with an invoice stating the Price and the payment due date. Please note that you will be required to make the required payment as stated on the invoice within 10 days from the date of the invoice. You will have to pay the invoice by bank transfer before you pick-up your Car. We will not proceed with the registration process (see Section 6.7) or make the Car available for pick-up until you have paid the Price in full.
- 5.2 Title to your Car passes to you when we have received the payment of the Price in full. During the period of retention of title, we retain possession of the vehicle registration document. We will, however, be fully responsible for the Car until it has been delivered to you in accordance with Section 6.
- 5.3 If you want to finance your Car through a financial partner you need to make sure that such financial partner agrees with the above payment terms.

6. DELIVERY, HANDOVER AND REGISTRATION

- 6.1 Your Car will be delivered to your chosen Service Partner. The estimated delivery time for your Car (*i.e.* the date you will be able to pick-up your Car from your chosen Service Partner) will be displayed online before you place your Order (non-binding date of delivery). We will also send you a separate e-mail with the estimated delivery time for your Car and you will be able to follow the status of your Order online. Closer to the actual delivery of your Car to the Service Partner, the partner will reach out to you to agree the exact delivery date. Unless otherwise agreed, the pick-up location will be the premises of the Service Partner. Please note that delivery times are dependent on whether we have the car of your choice in stock or whether your Order is for a car that has yet to be built.
- 6.2 You may request us to deliver six weeks after a non-binding delivery date or a non-binding delivery period has been exceeded. This period shall be reduced to 10 days for those vehicles which are already stored on site at our service partner. We shall be in default upon receipt of the request. If you have a claim for compensation for damage caused by delay, this shall be limited to a maximum of 5% of the agreed purchase price in the event of slight negligence.
- 6.3 If, in addition, you wish to withdraw from the contract and/or claim damages in lieu of performance, you must set us a reasonable deadline for delivery after expiry of the relevant period in accordance with Section 6.2. If you assert a claim for damages instead of performance, the claim shall be limited to a maximum of 25% of the agreed purchase price in the event of slight negligence. If you are a legal entity under public law, a special fund under public law or an entrepreneur who is acting in the exercise of his commercial or independent professional activity when concluding the contract, claims for damages in lieu of performance shall be excluded in the event of slight negligence. If delivery is impossible for us by chance while we are in default, the delivery by chance, we are liable with the above agreed limitations of liability. We shall not be liable if the damage would also have occurred in the event of timely delivery.

The limitations of liability and exclusions of liability in this section shall not apply to damage caused by a grossly negligent or intentional breach of our obligations, our legal representatives or our vicarious agents, or in the event of injury to life, limb or health.

Force majeure or operational disruptions occurring at our premises or those of our suppliers which temporarily prevent us, through no fault of our own, from delivering the object of purchase on the agreed date or within the agreed period shall modify the dates and periods specified in Sections 6.2 and 6.3 by the duration of the disruptions to performance caused by these circumstances. If corresponding disruptions lead to a delay in performance of more than four months, you may withdraw from the contract. Other rights of withdrawal shall remain unaffected.

We shall be entitled to withdraw from the contract insofar as we are not supplied by our suppliers, although we have concluded a congruent hedging transaction with them prior to the conclusion of the purchase contract with you and we are not responsible for the non-delivery. As soon as we become aware of the non-availability, we will inform you immediately. Insofar as we exercise our right of withdrawal, we will immediately reimburse you for any consideration already paid.

We reserve the right to make changes to the design or shape, deviations in colour and changes to the scope of delivery on the part of the manufacturer during the delivery period, provided that the changes or deviations are reasonable for you, taking into account our interests. If we or the manufacturer use signs or numbers to

designate the order or the ordered object of purchase, no rights can be derived from this alone.

- 6.4 We will hand over the Car to you (for the avoidance of doubt, we will not handover the Car to anybody else) on the agreed delivery date provided that:
- you have fully paid the Price in accordance with Section 5.1;
 - you have shown us your valid driving licence or other valid ID; and
 - you have signed the handover protocol document.
- 6.5 When the requirements set out in Section 6.4 are fulfilled, the Car will be deemed delivered to you (the “**Time of Delivery**”) and the risk of the Car has been legally transferred to you.
- 6.6 In the event we are unable to agree a delivery date with you within fourteen (14) days from the date our Service Partner first tries to contact you for this purpose or you fail to pick up your Car at an agreed delivery date, the risk of the Car may still be transferred to you and you will be required to pay an additional charge of € 20 per day unless you can demonstrate that the actual storage costs are lower.
- 6.7 Upon delivery of the Car we will duly register your Car with Straßenverkehrsamt, provided that you have proven to us the existence of the legally required insurance coverage of your vehicle. In case you want the Car to be registered in a foreign vehicle register, you are responsible for making the proper arrangements in relation to vehicle registration, taxes and duties. You also need to make sure that the Car is compliant with all local laws and requirements.

7. CHANGES AND CANCELLATIONS

- 7.1 If you want to change your Order, please contact our Customer Care Centre before you sign the Contract (please note that changes may have an impact on the delivery time and the price of the Car). Thereafter, it will not be possible to change your Order. In the event you make a change to your Order, your Contract will be updated and will supersede the Order Confirmation.
- 7.2 If you like to cancel your Order prior to taking delivery of the Car you need to send a written notification to our Customer Care Centre. If we have not yet refunded the Deposit to you we will do so within fourteen (14) days from having received such written notification of cancellation.
- 7.3 You have a legal right to withdraw from the Contract by sending a clear written notice thereof to our Customer Care Centre within fourteen (14) days from the Time of Delivery of your Car. Please see the withdrawal right notice in [Appendix 1](#).
- 7.4 If you purchased your Car through a financial partner, please note that your arrangement with such partner may impact your possibility to utilise the withdrawal right described in this Section 7.

8. OWNER’S MANUAL

Please note that the Owner’s Manual for your Car is accessible here - <https://www.volvocars.com/de/support/manuals/> and via the Car’s centre stack

display. It explains the operation of your Car including applicable settings, features and hardware.

9. YOUR LEGAL RIGHTS

9.1 As a consumer you have legal rights under applicable consumer legislation in the event your Car is deemed to be defective. This Section 9 constitutes a summary of these rights and does not affect your rights as such.

9.2 We are responsible for ensuring that the Car conforms with the provisions of the Contract with respect to type, quality and other characteristics in the car specification that we have provided.

9.3 If the event that your Car is deemed defective, you may be entitled to demand rectification or replacement of the Car, reduction of the Price and/or termination the Contract. You may also have the right to claim damages, subject to the limitations set out in Section 15.

9.4 We are liable to you for any non-conformity of the Car that exists at the Time of Delivery of the Car and that manifests itself within a period of two (2) years from the delivery. Any non-conformity that occurs during the first six (6) months after the Time of Delivery shall be deemed to have existed at the delivery unless proved otherwise.

10. Volvo Warranty

In addition to your legal rights summarised in Section 9 above, your Car comes with the warranties stated in this Section 10. The full description of the warranties and the terms and conditions is further described in the warranty booklet that comes with the Car.

Your Order includes:

(i) For 36 months after the registration date, or until your new Car has been driven 100 000 km – whichever comes first – any component or equipment failure attributable to faulty materials or workmanship during manufacture will be rectified free of charge by an authorised Volvo repairer.

(ii) This also applies to any paintwork defects and surface rust attributable to faulty materials or workmanship during manufacture. The 3 years vehicle warranty follows the Car and is described in the warranty booklet that comes with the Car.

(iii) The warranty for the battery is 8 years or 160,000 km, whichever occurs first, provided that the car and battery are maintained and used in accordance with Volvo Cars' recommendations.

The battery fitted to your Car, like all lithium batteries, will experience gradual capacity loss with time and use. Loss of battery capacity due to or resulting from normal gradual capacity loss is not covered under the battery warranty.

(iv) For twelve years from the date that the Car is delivered to the first owner, rust perforation through any sheet metal body panel attributable to faulty materials or workmanship during manufacture will be rectified free of charge by an authorised Volvo repairer. Perforation means a hole that penetrates through the bodywork, caused by corrosion from the inside or underside of the vehicle as a result of faulty manufacture or materials. Please note that bodywork does not include road wheels

and attachments such as bright trim, bumpers, mouldings, brackets and hinges or the exhaust system.

Please note that you need to follow the scheduled service plan for your Car to benefit from the Volvo Warranty.

11. CAR SERVICE (ONLY APPLICABLE FOR VOLVO XC40 ELECTRIC AND C40)

Your Car comes with a service programme covering the first three years of use. A description of the service programme included in the Price is available in [Appendix 2](#).

12. ROADSIDE ASSISTANCE

Your Car comes with our roadside assistance service. A description of the services included in the Price is available here - <https://www.volvocars.com/de/Zubehoer-und-Services/Services/Volvo-Assistance>.

13. DIGITAL SERVICE PACKAGE

13.1 Your Car comes with a time limited digital service package which is further described in your car specification. The initial subscription term for the digital services is set out in your car specification and is included in the purchase price for your Car. The digital services are governed by separate Volvo Cars Terms of Services that you can find here - <https://www.volvocars.com/de/legal/terms/terms-services> and in the Volvo Cars app. Please note that to activate and get access to some digital services that are being provided by a third-party service provider (that is not an entity within Volvo Car Group) you will have to separately accept the terms and conditions of such third party.

13.2 After the initial subscription period has ended, you will be offered to prolong or renew the digital services in your Car as a separate subscription, for which you will need to pay ongoing subscription fees, if you wish to continue using them. If you choose not to prolong or renew the digital services they will be turned off. This may also affect the functionality of other car applications and third party services and applications. You will however still be able to use the smartphone integration in the Car, FM radio and connect your mobile phone via Bluetooth. Other services will continue to run, if you do not renew the digital services, such as software updates, connected safety features, emergency call, breakdown call services etc.

13.3 Your digital services package comes with internet access services to enable you to fully enjoy the use of your Car. Please note that we apply a fair data usage policy (that you can find in the owners-manual of your Car) in terms of data consumption. We reserve the right to suspend or limit your access to or use of such internet access services if your data usage is very high and disproportionate in relation to other users. This may affect the performance of the digital services. The legitimate use of the internet access services for this purpose will not breach our fair usage policy, however, you must not use the internet access services in an excessive or unreasonable manner.

14. VOLVO ID

In order to access or use certain services in relation your Car you will need a Volvo ID, which you can obtain online unless you already have one. The Volvo ID is governed by the General Terms and Conditions for Services - <https://www.volvocars.com/de/legal/terms/terms-services>. Your car also comes with the Volvo Cars app, which is governed by the same terms and condition.

15. OUR LIABILITY

- 15.1 We shall be liable without limitation for intent and gross negligence.
- 15.2 For damages due to slight negligence, our liability shall only exist in the event of a breach of material contractual obligations (cardinal obligations), as such contractual obligations, the fulfilment of which are necessary to achieve the purpose of the contract and which this contract specifically intends to impose on us as seller according to its content and purpose or the fulfilment of which enables the proper execution of the contract in the first place and on the compliance with which you as buyer may regularly rely and trust. In these cases, our liability is limited to the typical damage foreseeable at the time of conclusion of the contract.
- 15.3 The personal liability of the legal representatives, vicarious agents and employees of the seller for damages caused by ordinary negligence is excluded.
- 15.4 This Contract does not exclude or limit our liability (if any) for any losses suffered as a result of: (i) death or personal injury caused by our negligence; (ii) fraud; (iii) fraudulent misrepresentation; (iv) any matter which it would be illegal for us to exclude or attempt to exclude our liability or (v) in case the limitation would be contrary to provisions of the German Product Liability Act (Produkthaftungsgesetz).
- 15.5 If you as the buyer are a consumer within the meaning of Section 13 of the German Civil Code (BGB) and the subject matter of the contract also includes the provision of digital content or goods with digital products or digital services (digital products), whereby the new vehicle can also fulfil its function without these digital products, the statutory provisions of Sections 327 et seq. BGB shall apply to this digital content or digital services.

16. OTHER GENERAL THINGS YOU NEED TO KNOW

- 16.1 Any declarations or notifications you or we make under our Contract – for example, to cancel an order, to change any terms of our Contract, or to terminate our Contract – will only be effective if made by email or otherwise in writing. Oral statements or agreements are not sufficient, unless we have confirmed them by email or otherwise in writing.
- 16.2 We are responsible for the personal data processed in connection with your purchase of the Car. All processing will take place in accordance with applicable legislation concerning the processing of personal data as well as our Privacy Notice for Online Sales.
- 16.3 We may transfer our rights and obligations under this Contract to another company within the Volvo Car Group. We will let you know if this happens and make sure that the transfer will not reduce your contractual rights. You may only transfer your Contract (or any rights or obligations under our Contract) to another person if we consent to this in writing.
- 16.4 Any waiver by us or you of any breach of the terms of this Contract by the other shall be in writing and shall not be considered as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either us or you to enforce or at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.
- 16.5 If any term of this Contract should be found invalid, you and we agree that the other terms of this Contract will remain valid and unaffected.

- 16.6 German law governs our Contract; the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 16.7 In the case of a dispute you (or we) can bring legal proceedings in the competent German courts. We will not participate in any alternative dispute resolution proceedings before a consumer arbitration board as per the Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*), but you can access the Online Dispute Resolution (ODR) Platform - <https://ec.europa.eu/consumers/odr> provided by the European Commission.

17. SPECIAL TERMS IF YOU PURCHASE THE CAR AS A BUSINESS

17.1 Introduction

The terms of this Contract are applicable also for business customers (legal entities or individuals acting in a commercial or independent professional capacity). However, in case a legal entity has ordered a Car, 'you' will, mutatis mutandis, apply to that company. The following sections set out in this Section 17 shall only apply to our Contract if you are a business customer. If this is not the case – just ignore this part.

17.2 What We Expect From You

Section 2.1 is replaced by the following section:

You are a legal entity with an official address registered in the European Economic Area.

17.3 Ordering of the Car

Please note that the individual signing the Contract with Adobe Sign according to Section 3.2 has to be authorised to sign on behalf of you or has a duly signed power of attorney from you (in case he or she isn't, the individual may be held accountable him-/herself). We reserve the right to require such proof of authorisation before proceeding with your Order and may conduct a credit check of you (*i.e.* the company in case "you" refers to a legal entity) to verify signatory powers.

17.4 Delivery and Handover

The following clause shall replace Section 6.4:

When we schedule the exact delivery date, the individual who has ordered the Car on behalf of you (who must be authorised to sign on your behalf, *e.g.* as managing director or through a duly signed power of attorney) or another person authorised to sign on behalf of you needs to let us know which person that will pick-up the car. We will then handover the car if:

- the person picking up the car has shown us his or her valid driving licence and, if requested, let us make a copy of it;
- the person picking up the car is authorised to sign on behalf of you or presents (i) a duly signed power of attorney from you and (ii) the passport or national ID-card (or a certified copy thereof) of the individual who has signed the power of attorney on behalf of you; and
- you have signed the handover confirmation document.

17.5 Changes and Cancellations

Sections 7.2-7.4 don't apply to business customers who therefore do not have any right to withdraw from a Contract after it has been signed pursuant to Section 3.2. Neither do these sections apply in case the Contract is entered into by a consumer and subsequently transferred to a Financial Partner pursuant to Section 5.3. You have however the right to cancel your Order within five (5) working days from the time the contract has been sent to you for signing.

17.6 If You and We Have Claims Against Each Other

You may only set-off payments or exercise a right of retention if we don't contest your counterclaim or if your counterclaim was finally declared enforceable by a court.

17.7 Volvo Cars Code of Conduct For Business Partners

The Volvo Car Group has adopted a Code of Conduct for Business Partners, available at <https://group.volvocars.com/sustainability>. We expect you to be governed by the same or similar principles as those set out in the Code of Conduct for Business Partners.

17.8 Legal Disputes

The following clause shall replace section 16.7 above:

In the case of a dispute you can bring legal proceedings exclusively in the courts of Köln. However, we may bring legal proceedings in the courts of Köln as well as at the place where your business is located.

Anhang 1 – Widerrufsbelehrung

Widerrufsrecht

Sie haben das Recht, binnen vierzehn (14) Tagen ohne Angabe von Gründen diesen Vertrag zu widerrufen.

Die Widerrufsfrist beträgt vierzehn (14) Tage ab dem Tag, an dem Sie oder ein von Ihnen benannter Dritter, der nicht der Beförderer ist, die Waren in Besitz genommen haben bzw. hat.

Um Ihr Widerrufsrecht auszuüben, müssen Sie uns, der Care by Volvo Car Germany GmbH, Siegburger Straße 229, 50679 Köln, Telefon: +49 221 82827800, E-Mail: carebyvolvo-de@volvocars.com mittels einer eindeutigen Erklärung (z.B. ein mit der Post versandter Brief oder E-Mail) über Ihren Entschluss, diesen Vertrag zu widerrufen, informieren. Sie können dafür das beigefügte Muster-Widerrufsformular verwenden, das jedoch nicht vorgeschrieben ist. Zur Wahrung der Widerrufsfrist reicht es aus, dass Sie die Mitteilung über die Ausübung des Widerrufsrechts vor Ablauf der Widerrufsfrist absenden.

Folgen des Widerrufs

Wenn Sie diesen Vertrag widerrufen, werden wir Ihnen alle Zahlungen, die wir von Ihnen erhalten haben, einschließlich der Lieferkosten (mit Ausnahme der zusätzlichen Kosten, die sich daraus ergeben, dass Sie eine andere Art der Lieferung als die von uns angebotene, günstigste Standardlieferung gewählt haben), unverzüglich und spätestens binnen vierzehn (14) Tagen ab dem Tag zurückzahlen, an dem die Mitteilung über Ihren Widerruf dieses Vertrages bei uns eingegangen ist. Für diese Rückzahlung verwenden wir dasselbe Zahlungsmittel, das Sie bei der ursprünglichen Transaktion eingesetzt haben, es sei denn, mit Ihnen wurde ausdrücklich etwas anderes vereinbart; in keinem Fall werden Ihnen wegen dieser Rückzahlung Entgelte berechnet. Wir können die Rückzahlung verweigern, bis wir die Waren wieder zurückerhalten haben oder bis Sie den Nachweis erbracht haben, dass Sie die Waren zurückgesandt haben, je nachdem, welches der frühere Zeitpunkt ist.

Sie haben die Waren unverzüglich und in jedem Fall spätestens binnen vierzehn (14) Tagen ab dem Tag, an dem Sie uns über den Widerruf dieses Vertrages unterrichten, an den ausliefernden Händler zurückzusenden oder zu übergeben. Die Frist ist gewahrt, wenn Sie die Waren vor Ablauf der Frist von vierzehn (14) Tagen absenden.

Sie tragen die unmittelbaren Kosten der Rücksendung der Waren. Die Kosten werden derzeit auf höchstens etwa EUR 800,00 geschätzt.

Sie müssen für einen etwaigen Wertverlust der Waren nur aufkommen, wenn dieser Wertverlust auf einen zur Prüfung der Beschaffenheit, der Eigenschaften und der Funktionsweise der Waren nicht notwendigen Umgang mit ihnen zurückzuführen ist.

Stand: November 2022

Appendix 2 – Service Programme (ONLY APPLICABLE FOR VOLVO XC40 ELECTRIC AND C40)

This document describes the products and services that are included in the service maintenance and wear and tear for your car.

Volvo Car Genuine Service

- Maintenance service according to service programme*
- Air filter replacement
- Tyre sealant replacement
- Windscreen cleaning (sensors)
- Software updates

Wear and Tear

- Wiper blades replacement, once per year
- Brake discs and brake pads replacement, in accordance to specified requirements

Conditions

The Service Programme is applicable for 100,000km or 3 years from the date of delivery, whichever comes first.

The Volvo Car Genuine Service may be amended by Volvo Cars, provided any amendment will not impact the application of the Volvo Cars warranty for your vehicle.

Exclusions:

- Volvo cars with special service programmes for taxi, police or other specified purposes of usage are not covered by this Service Programme.
- Any wear & tear items not stated above are excluded.

The inclusion of wear and tear items in the Service Programme does not impact the reference to 'wear and tear' in the Warranty and Service book.

The Service Programme is subject to the Service Programme Terms and Conditions as set out below.

** For more information about the details of the Service Programme contact the Customer Care Centre.*

Service Programme Terms and Conditions (ONLY APPLICABLE FOR VOLVO XC40 ELECTRIC AND C40)

1. Application of Terms

These terms and conditions for the Volvo Cars Service Programme (Service Terms) are valid for new Volvo cars. The Service Terms are applicable only to the specific vehicle you have purchased and forms part of the contract for sale and purchase of the vehicle.

2. Period of Service Programme

- a) The Service Programme is valid for a limited period set out in the Service Programme for maintenance services including when necessary certain wear and tear components of the vehicle. Not all wear and tear components are always included. When all required work has been performed or the limited period has ended the Service Programme is terminated. The Service Programme is also considered terminated when services should have occurred in accordance with the service intervals (stated in the owner's manual and service and warranty handbook of the vehicle) and you have not delivered the vehicle to a Volvo authorized workshop for Volvo Car Genuine Service.
- b) The Service Programme is connected to the market in which it is originally sold. Scheduled maintenance service according to the Service Programme can be invoked optionally at any Volvo Car authorized workshop within that market.
- c) Volvo Cars has the right to terminate the Service Programme with immediate effect if the conditions for Volvo Car's operations in the market change significantly due to circumstances outside of Volvo Car's control and these circumstances significantly complicate Volvo Car's ability to perform the Service Programme. The Parties have the right to terminate the Service Programme with immediate effect if the other party commits a severe or repeated breach of its obligations under these Service Terms.

3. Your obligations

The service shall be carried out according to Volvo Car's recommendations. Scheduled maintenance service is depending on time and annual mileage and can occur with different time intervals. For the Service Programme to be valid it is further required that you:

- a) Drive, maintain and manage the vehicle in accordance with the instructions given in the owner's manual of the vehicle as well as its service and warranty handbook.
- b) Conduct routine checks of fluids in the vehicle between recommended service intervals and, if needed, fill up at your own expense.
- c) Deliver, at own expense, the vehicle to a Volvo authorized workshop for service at the service intervals stated in the owner's manual and service and warranty handbook of the vehicle.

4. Transferring the Service Programme

If you sell or otherwise transfer the vehicle to a new owner, the Service Programme follows the vehicle. Any remaining service in the Service Programme can then be used by the new owner according to these Service Terms.

5. Disclaimer

This Service Programme does not include any obligation of the workshop or Volvo Cars to reimburse you in any way for costs, loss of income, loss of time or other damage, caused by you turning the vehicle over to the workshop or caused by you being unable to use the vehicle during the time it has been in the care of the workshop for agreed scheduled maintenance.

Nothing in these Terms excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot be lawfully excluded restricted.

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