

OUR TERMS

Welcome to Care by Volvo! These are our terms that apply to our Care by Volvo offering (the “**Terms**”). Please read them carefully before you complete your subscription order – whilst we appreciate this isn’t always the most enjoyable activity, it’s an important part of the order process.

Care by Volvo is a car subscription product. This means, first of all, that we will provide you with a car for your use during your subscription. But there's more – your subscription includes many other services around the car, which are designed to make your life easier. Please note that whenever we say “**car**” in these Terms, we mean the subscription car which you are currently driving, unless we state otherwise, which you may or may not change throughout your subscription in accordance with these Terms.

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. To make it easier we have divided these Terms in four parts: the first part tells you the general subscription terms, followed by more specific rules on the use of your car in the second part. The third part is about the Care by Volvo services included in your subscription. Finally, the last part contains special terms which only apply if you subscribe as a business.

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.

PART 1 – YOUR CARE BY VOLVO SUBSCRIPTION

1. WE ARE CARE BY VOLVO

1.1 We are Care by Volvo Car Germany GmbH, 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 offering and operating your Care by Volvo subscription and services.

1.2 You can contact us through our Customer Care Centre, for example through phone +49 221 82827800 or email carebyvolvo-de@volvocars.com.

2. WHAT WE EXPECT FROM YOU

2.1 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.

2.2 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. HOW YOU SUBSCRIBE

3.1 Subscribing to Care by Volvo is an online process through Volvo Cars’ digital channels.

3.2 To complete your subscription order you will need to fill in all required information in Volvo Cars’ digital channels and confirm that you have read these Terms (which you will do online before you can place your order). Upon the submission of your completed subscription order we will send you an email confirming receipt of your order.

3.3 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 subscription order. We may in our sole discretion choose not to accept your subscription order if, for example, the results of your credit check and ID verification do not meet our minimum requirements. Upon such confirmation and acceptance, the subscription order and these Terms shall become the subscription contract (“**Contract**”). In connection with delivery of the car to you, you and the retailer shall sign a handover protocol (as set out in Section 10.2) which shall thereafter form a part of the Contract. For avoidance of doubt, you don't have a statutory consumer right of withdrawal.

4. **WHAT AND HOW YOU PAY**

4.1 Your monthly subscription fee covers the provision of your car and all other services included in your Care by Volvo subscription. Fuel and other regular consumables (for example AdBlue® and washer fluid) as well as toll or congestion charges are not included.

4.2 In certain events or for certain additional services you may have to pay additional charges these charges are described in Appendix 1. Any charge as per this list will be reduced accordingly if our actual costs/damage in a specific case is lower.

4.3 You will pay your subscription fees and other charges by SEPA Direct Debit. You must provide us with a digital SEPA Direct Debit mandate. Please make sure to renew the mandate if your bank details change. It is important that you ensure, on a monthly basis, that the balance on your bank account covers the subscription amount including possible additional charges payable during your subscription in accordance with Appendix 1 (we will let you know in advance of the payment date if any such charges apply).

4.4 You will pay your subscription fees monthly in advance. During the application process you will make an advance payment by card or GiroPay (“**Prepayment**”). The prepayment is equal to your normal monthly subscription fee. If you pay by GiroPay the prepayment amount will be transferred from your account instantly. If you pay by card, the Prepayment is debited from the account connected to the card details you provided and paid to using those card details, when your application is approved. The first and second monthly payments will be taken on a pro-rated basis depending on when you take delivery of the car. Further information on how the first and second payments are calculated can be found in our FAQ - <http://www.volvocars.com/de/care-by-volvo/faq>. In the event we are unable to take your pre-payment, we reserve the right to terminate your subscription order.

4.5 You will pay the subscription fees monthly in advance on the first banking day of each calendar month, Any additional charges or fines will be settled monthly in arrears (usually together with the subscription fee for the upcoming month). If you take delivery of your car in the last few days of the month, please note that your first and second monthly payments will be taken at a later date as detailed in our FAQ - <http://www.volvocars.com/de/care-by-volvo/faq>.

5. **VOLVO ID**

In order to access your subscription and other connected services through the car you will need a Volvo ID, which you can obtain online unless you already have one. The Volvo ID is administered by the Volvo Car Group, so is not governed by these Terms. It is instead governed by separate terms and conditions which can be found here - <https://www.volvocars.com/de/support/topics/rechtsdokumente/allgemeine-geschäftsbedingungen/volvo-cars-nutzungsbedingungen>.

6. **YOUR SUBSCRIPTION**

6.1 Your subscription will start on the date of the delivery of your first car.

- 6.2 Unless you have signed up for a subscription with a fixed term (as stated in your order confirmation), you may terminate your subscription whenever you want, provided you notify us at least three months in advance. Likewise we may terminate your subscription with three months prior notice. For the avoidance of doubt, your subscription will continue during the three months' termination notice period and you will be required to pay the subscription fee and any other applicable additional charges listed in Appendix 1 during this period. You are not able to give notice of termination until you have taken delivery of your car.
- 6.3 In case you have signed up for a subscription with a fixed term (as stated in your order confirmation), your subscription will last until the end of such term. If you would like to terminate your subscription beforehand you are responsible to pay an exit fee in accordance with Appendix 1 (based on the remaining time of your agreed term) in addition to any outstanding amounts related to your subscription.
- 6.4 You don't have a statutory consumer right of withdrawal. However, you may cancel your subscription order without any charges for up to fourteen (14) days, starting from when we have a binding contract in accordance with section 3.3. In this case, we will return the Prepayment (see section 4.4) to you. In case you cancel your subscription order after the fourteen (14) days have passed, we have the right to keep the full Prepayment.
- 6.5 We have the right to withdraw from the Contract before you have taken delivery of your car, if
- i. we have become aware, that since we confirmed your subscription order your creditworthiness has deteriorated in a way, that your fulfilment of the contractual duties under your subscription is at risk.
 - ii. we are not supplied by our upstream supplier, although we have concluded a congruent covering transaction with this supplier for the supply of your vehicle prior to the conclusion of your subscription and we are not responsible for the non-delivery. As soon as we become aware of the unavailability, we will inform you immediately.
- If we withdraw from the Contract, we will refund any payments already made by you under your subscription.
- 6.6 If you materially breach the terms of the Contract, for example the insurance conditions as set out in section 14 or act illegally in a way that we cannot reasonably be expected to continue the provision of our services to you we may terminate this Contract with immediate effect and claim any damages, loss or expenses. This may be the case, for example, if you fail to pay us despite our warnings (we reserve the right to refer unpaid invoice(s) to our business partner if payment has not been received within 30 days of our payment being due) or if you materially violate the do's and don'ts regarding the use of the car in section 12. If we breach these Terms you may have a termination right, and also a right to claim compensation, both according to statutory law.
- 6.7 If this Contract ends in accordance with section 6.6 you shall, without delay, return your car to us. In case you don't, we may – ourselves or through one of our business partners – immediately take back the car. Also you will be required to pay any outstanding payments and (i) in the event your subscription doesn't have a fixed term, an amount corresponding to three months' subscription fees or (ii) in the event you have signed up for a contract with a fixed term, a percentage of the remaining subscription fees as if you had terminated the Contract yourself according to section 6.3. You may also be required to compensate us for any losses that we have suffered due to the cancellation of your Contract, such as costs related to repossession of the car and debt collection.
- 6.8 It is your responsibility to keep the contact details we hold on you up to date. Please contact our Customer Care Centre, using the contact details in section 1.2, if you change your residential address, phone number or email address. If you want to change your preferred Volvo retailer, you will need to contact the Customer Care Centre. Please be aware that if

you change dealers and your tyres need to be transferred to the new dealer, you will be charged a transportation fee (see Appendix 1).

7. OTHER GENERAL THINGS YOU NEED TO KNOW

- 7.1 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.
- 7.2 We are responsible for the personal data processed in connection with your subscription. All processing will take place in accordance with applicable legislation concerning the processing of personal data as well as our Information Notice – [Privacy Notice for Care by Volvo Subscription | Volvo Cars](#).
- 7.3 We may change the terms of this Contract as well as your monthly subscription fee as follows:
- at any time if the changes are essentially to your advantage. This may be the case, for example, if we add further service offers to your Care by Volvo subscription – you may then choose to use such new services subject to certain terms which we will add in Part 3 below. We will tell you in advance if this happens.
 - In case of a change of the terms of this Contract that is necessary to make the terms of this Contract compliant with a change in the applicable law, due to a final and legally binding court decision or in case of a legally binding authority order. In such case we will inform you about the necessary changes to this at least three months in advance of the date from which the changes shall apply to this Contract. If you do not tell us otherwise by that date, we will assume that you accept the changes (but do not worry, we will remind you of this when we inform you about the intended changes). If you do not accept the changes, you may terminate this Contract as of the effective date of the changes. You will receive a refund of any subscription fees paid in relation to the period after the date you returned your car to us; and
 - in all other cases (including in case of an increase of your monthly subscription fee), we will ask for your consent. We will inform you at least three months in advance of the date from which the changes shall apply to this Contract. If you do not consent within the three months' notice period, we can terminate this contract with immediate effect.
- 7.4 We have the right to at our sole discretion to transfer the Contract, or parts thereof, or any of our rights or 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.
- 7.5 German law governs our Contract; the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 7.6 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.
- 7.7 If we do not give the standard of service you expect, or if you think we have made a mistake please let us know so we can investigate, put matters right and take steps to prevent it happening again.

- 7.8 We shall not be liable or be deemed to be in breach of the Contract for reason of any delay in performing or any failure to perform, any of the obligations under this Contract, if the delay or failure was due to any cause beyond our reasonable control (e.g. war, natural disasters, pandemics and lock-downs). We always strive to keep delivery times as short as possible, but please note that such circumstances may cause delays compared to the estimated delivery times earlier communicated from us (because the factory building your car and/or the logistics chain intended to transport your car to the Volvo retailer have been negatively affected). In case we are unable to provide you with your car or, as the case may be, with a replacement car due to the aforementioned reasons, you are eligible for a refund corresponding to the number of days that your car/replacement car has not been made available to you.

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.

PART 2 – OUR PROVISION AND YOUR USE OF YOUR CAR

This part of the Contract is about your subscription car, that is the car you have selected in your initial subscription order or the car you chose when you have switched your car as described in section 9.

8. YOUR CAR

- 8.1 When you subscribe to Care by Volvo, you may either configure your new car or choose a pre-built car. In the event you configure your new car, the configured car will be specified in your accepted subscription order. There may be circumstances outside our control (such as a shortage of certain car parts/components, model year shifts) which may require us to change your accepted vehicle configuration. Images of cars on our website are for illustrative purpose only and may slightly vary from the actual car (for example with respect to colour and accessories).
- 8.2 You may use the car as further described below. Whenever we say ‘*your car*’ what we mean is the car you will at that time be holding during your subscription (which is owned by us). Also, we don't offer the option to purchase the car at the end of your subscription.
- 8.3 We remain the owner and registered keeper of the car. We will take care of vehicle registration, vehicle tax, mandatory motor vehicle liability insurance and fully comprehensive insurance. You don't have to worry, this is all being taken care of.
- 8.4 Your subscription comes with an annual base mileage allowance (which will be proportionally adjusted depending on how long you keep your car). You may request a change of your mileage allowance if you foresee that you will not end up at the agreed mileage level (we may also contact you to offer a change in your mileage allowance). A change will trigger an adjustment of the subscription fee. Please contact the Customer Care Centre in the event you want to change your mileage allowance or if you have any other question in relation to the mileage allowance. If you have exceeded your agreed aggregate mileage when you return the car to us, you will be required to pay an additional charge as described in Appendix 1. We may also check the mileage during your subscription. There will be no reimbursement for reduced kilometres. Billing to the day of return will take place based on the calendar days of full return month (28/30/31days). Further information on mileage changes can be found in our FAQ <https://www.volvocars.com/de/care-by-volvo/faq/>

9. SWITCH OF CAR

- 9.1 You may, upon request, switch your car. Depending on the availability of the car you would like to switch to, the switch may take three months or more to achieve. Your subscription fee will be adjusted to match the car you are switching to. In connection to switch, you need to make a new prepayment. A switch will only be binding once (and not before) you have

made the prepayment, sign the Agreement and we confirm it by email. It is only possible to request a switch if at least three months have passed from when you received your current subscription car. For the avoidance of doubt, you will keep your current subscription car until you receive the new car that you have switched to and your subscription fee will only change once you have received your new car.

9.2 Care by Volvo reserves the right to carry out further credit checks in the event you request a switch. If we receive a negative credit check result or there is otherwise a reasonable cause, Care by Volvo shall be entitled to reject your request for a switch.

9.3 This section 9 is not applicable in case you have signed up for a subscription with a fixed term (as stated in your order confirmation).

10. DELIVERY AND HANDOVER

10.1 You will get an estimated delivery date for any car that you have ordered in relation to your subscription. We will then, closer to the actual delivery, agree the exact delivery date with you and confirm the pick-up location. If we are repeatedly unable to reach you to schedule the exact delivery date we will unilaterally set such a date and inform you thereof through e-mail.

10.2 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:

- we have timely received the fee for your first subscription month as a prepayment (if this is the first car you receive from us);
- you have provided the signed SEPA Direct Debit mandate to us (if this is the first car you receive from us);
- you have shown us your valid driving licence and, potentially, let us make a copy of it; and
- you have signed the handover protocol document.

10.3 In the event we were unable to agree delivery date with you within 14 days from the date our retailer first tries to contact you for this purpose or you fail to pick up your car at an agreed delivery date, you may be subject to additional charges per day as specified in Appendix 1

10.4 If you haven't picked up the car within 14 days after the agreed delivery date we may terminate our Contract and keep your prepayment. The same applies if you haven't picked up the car within 30 days from the date our retailer first tried to contact you to agree a delivery date.

11. Who May Drive

11.1 Anyone who holds a valid driving licence which is accepted in Germany may drive the car. However, you will be responsible for ensuring that all drivers comply with the terms of this Contract. The car may also be used for legally allowed practise driving, provided that such driving takes place in a non-commercial setting.

11.2 Under the circumstances that you are not lawfully allowed to drive for any reason, for example if your driving licence is suspended, revoked or has expired, you must not drive the car and must notify us immediately.

11.3 Please make sure all drivers of the car are eligible to do so and are aware of and adhere to the terms of this Contract, especially the do's and don'ts set out in section 12. You will be

responsible for the actions of any driver you allow to drive your car as if they were your own actions.

12. DO'S AND DON'TS

12.1 You should:

- make sure to comply with all applicable traffic and driving laws when using the car;
- familiarise yourself with and adhere to the car manufacturer's operating manuals, instructions and recommendations;
- always handle the car with care and consideration and take all reasonable precautions against theft and damage;
- in the event of any kind of accident or damage, report this without delay to our insurance partner either via phone, e-mail or online. Their contact details can be found here - <https://www.volvocars.com/de/care-by-volvo/faq/> along with the necessary claim forms;
- in the event of an accident, theft, break-in attempt or damage to the car due to fire or animal collision also contact and consult the police without delay and make sure that all relevant information and documentation is collected and secured;
- in the event of a breakdown, please press the On Call button in your car to connect directly with a Volvo service representative; and
- contact us without delay in the event you discover any other damage or defects with the car or if you have any concerns as to its roadworthiness.

12.2 You should not:

- Use the car for any illegal purposes or any purposes or any matter which would invalidate the insurance or would not be covered by the insurance (please see the Insurance Terms referred to in section 14);
- drive the car off-road or on any roads that are not designed for a car;
- use the car for motor racing, driving school exercises, driving safety training, car rental, car sharing services or transportation services (whether of passengers or goods);
- drive the car if you are not fit to do so, in particular due to the influence of alcohol, other drugs or pharmaceuticals, or due to illness. You must in any case adhere to applicable legal limits (keep in mind that the insurance compensation in case of accident might be reduced if the driver is acting with intent or negligence);
- smoke or vape – or let anybody smoke or vape – in the car;
- use the car to store or transport any highly flammable, toxic, or other dangerous substances;
- take the car outside of: the European Union or Iceland, Liechtenstein, Norway, the United Kingdom and Switzerland;
- sell, rent or dispose of the car or any of its parts, or give anyone any legal rights over the car; or

- make modifications or repairs to the car, or instruct others to do so, without our consent.

13. IF THE CAR IS DEFECTIVE

If the car has a defect as a result of which your use of the car is materially impaired, you will have warranty rights in accordance with the statutory rules governing rental contracts. Primarily, we will repair or – at our choice – replace the defective car to remedy the defect. If you nevertheless suffer a material impairment of your use, you may have the following rights in accordance with the statutory rules:

- reduction of the subscription fee;
- claim for damages; and
- right to remedy the defect yourself and claim reimbursement of expenses.

14. INSURANCE AND YOUR LIABILITY

14.1 For all subscription cars Care by Volvo has acquired fully comprehensive insurance and the car comes with the following insurance cover as further specified in the Insurance Terms:

- Third Party Liability insurance, motor vehicle liability with at least the mandatory coverage as per applicable statutory law (*i.e.* damage to others or property of others, such as houses, cars, belongings or animals, including vehicle environmental damage liability), currently maximum sum per event of 100 MEUR for property damages and financial losses and 15 MEUR for bodily damage per injured person; and
- fully comprehensive (“Vollkaskoversicherung”) and partial comprehensive (“Teilkaskoversicherung”) casco insurance (motor own damage, collision, theft, fire, glass, natural disasters etcetera) with a deductible amount (your own risk in case of causing a damage) as specified in Appendix 1.

Further information on the insurance conditions can be found in the Insurance Terms (available [here](https://www.volvocars.com/images/v/-/media/applications/cbvglobalselect/de/pdfs/allgemeine-bedingungen-fr-die-kfz.pdf) - <https://www.volvocars.com/images/v/-/media/applications/cbvglobalselect/de/pdfs/allgemeine-bedingungen-fr-die-kfz.pdf>), where you can also see to what extent the existing insurance covers your and other drivers' liability. A summary of the Insurance Terms can be found here: <https://www.volvocars.com/images/v/-/media/applications/cbvglobalselect/de/pdfs/informationsblatt-zur-care-by-volvo-kfz-versicherung.pdf>. In particular the insurance does not cover any damages incurred through wilful acts and excessive wear and tear such as but not limited to; burn holes from cigarettes, tears in seats, scratches on the dashboard as well as damage to the rims (e.g. when parking). Also any damages to tyres are not included by the insurance. Please also be aware that in the case of a total loss, your subscription terminates automatically. We will notify you if a damaged car is considered to be a total loss.

14.2 You are liable under general statutory liability rules. You are not liable to us for damage to the car or other damages arising from your or other drivers' use of the car to the extent that the damage is settled under the existing insurance (but you may have to pay the applicable deductible). You will be responsible to us for the actions of any driver you allow to drive, as if it were your own actions.

14.3 You are responsible for the consequences if you or any driver you allow to drive violate(s) applicable traffic or driving laws (for avoidance of doubt also including laws regarding driving under influence of alcohol or other drugs) with the car. In particular, you will pay all traffic tickets, fines or congestion charges. If tickets, fines or charges are addressed to us,

we may (i) pay them on your behalf and reclaim the money from you and/or (ii) disclose your identity to the issuer thereof in which case you have to reply in time to any request that you may receive from them. If we get involved in administrative or criminal proceedings you will also pay to us charges as set out in Appendix 1. You will further indemnify us if we incur additional costs as a result of the violation.

15. INSPECTION, SUBSTITUTION AND RETURN OF THE CAR

- 15.1 We may at any time request to inspect the car in which case you will grant us reasonable access to the car. We may substitute your present car at any time with another car if the service takes longer than 4 hours. The availability of substitute car models at the dealer or rental company may vary and equivalent cannot be promised. We will let you know at least 30 days in advance if we have to substitute your car.
- 15.2 When it comes to returning your car (whether in the case of switch, substitution or at the end of your subscription), we will agree with you in advance the exact date, time, and location of the scheduled return. You (the subscription holder) must return the car or arrange a Power of Attorney if someone else returns the car. We will perform a third-party inspection; if you would like to join the third-party inspection when returning your vehicle, we recommend agreeing on the return date with the dealer 10 days in advance.
- 15.3 Please make sure that the car is ready to be returned on the agreed date. In particular, make sure that:
- all personal belongings are removed from the car (we don't assume any liability for the loss of property that is left in the car);
 - any insurance claims have been submitted;
 - any damage to the car has been reported and such damages has been repaired at a Care by Volvo Partner authorised workshop;
 - the car and all accessories, keys and vehicle documents are returned, as further described in the Vehicle Return Guidelines which you can find here - <https://www.volvocars.com/de/care-by-volvo/faq/>; and
 - the car is in clean condition with any stickers, decals and foliation properly removed.
- 15.4 In the event you do not comply with the return standard as set out in section 3, we reserve the right to reject the return of your car. You may be liable for necessary repair and maintenance costs to bring the car to a standard acceptable in accordance with the Vehicle Return Guidelines. Additional charges may apply as described in Appendix 1, for example if returnable items have been lost or your car has been rejected on return.
- 15.5 In the event the contract is terminated and your fail to return the car to us we have the right to immediately repossess the car. In such situation we reserve the right to remotely connect with the car to immobilize the car from further use and/or to collect the GPS-location of the car in order to enable us, or our authorised partners, to repossess the car, as and when, permitted by law. You are liable to compensate us for any costs incurred in connection with a forced repossession of the car.
- 15.6 Your obligations under this Contract will continue to apply until the car is returned to us. You will pay to us charges for delayed return as described in Appendix 1, unless we caused the delay.

PART 3 – YOUR OTHER CARE BY VOLVO SERVICES

Part 3 sets out additional services which are part of your Care by Volvo subscription in Germany. For avoidance of doubt, please note that these services are not available outside

of Germany except for Digital Services (section 16), the roadside assistance service (section 22) and the sim card for infotainment services (section 23).

16. **DIGITAL SERVICES**

During the term of the Contract, your subscription fee will also include the digital service package which is further described in your car specification. The digital services are governed by separate Volvo Cars Terms of Services that you can find here - [Volvo Cars Terms of Services | Volvo Cars](#) 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.

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.

17. **REPLACEMENT CAR**

17.1 We will provide you with a replacement car when your subscription car is being worked on for more than 4 hours at one of our authorised workshops. This only applies to workshop visits which have been approved by us in advance or if we ask you to book your car into the workshop (please let us know in advance if you require a replacement car).

The availability of substitute car models at the dealer or rental company may vary, we will try to provide you with a courtesy car that is close to the model of your subscription, but an equivalent cannot be promised. You may use the replacement car in the same manner as your subscription car unless you have been informed of something else. Please note that your maximum insurance deductible for a replacement car may be different and that you may have to provide a credit card deposit as security while using the replacement car. Also, you will need to meet all the insurance company's eligibility requirements to get the replacement car. Please be aware the insurance terms may differ. We therefore recommend you to read the insurance conditions applicable to the respective replacement vehicle.

18. **SCHEDULED MAINTENANCE AND MANDATORY INSPECTIONS**

18.1 We take care of scheduled maintenance and legally mandatory roadworthy inspections. Scheduled maintenance is conducted as per the recommendations of Volvo Cars as the car manufacturer. Mandatory inspections will take place as per applicable law. You will make the car available; accordingly, the same applies if Volvo Cars as the car manufacturer initiates a recall or service campaign. Recall or service campaigns need to be performed maximum 14 days after notification.

18.2 We will tell you in advance when scheduled maintenance and mandatory inspections become due. It is your responsibility to contact your dealer if you receive any messages from us, in the car or via Volvo Cars app indicating that there is a need for maintenance or inspection. If you fail to contact the dealer to book your car in for a scheduled maintenance service or inspection within one month or 1,500 kilometres (whichever occurs first), you have to pay an extra fee in accordance with Appendix 1. Failing to comply with section 18.1 and 18.2 will be considered a material breach of contract.

19. **WHEELS AND TYRES**

- 19.1 Your car comes with wheels as stated in your Order Confirmation. Depending on your Car model, your vehicle might come with all-season tyres, which in that case it will be stated in your Order Confirmation. For avoidance of doubt please note that the size of winter tyres and rims might differ from the summer wheels displayed online. 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.
- 19.2 Your subscription includes replacement of tyres as necessary to maintain roadworthiness against normal wear and tear (excessive wear and tear of tyres caused by irresponsible driving is not covered). We inspect the roadworthiness of tyres at each regular workshop visit for scheduled maintenance and replace or repair any tyres as necessary. In between the scheduled workshop visits, you remain responsible for regularly checking your tyres are roadworthy and complying with any legal requirements on tread depth. If you believe that there is a need for tyre replacement, please contact your preferred dealer.
- 19.3 If you have ordered more than one set of wheels our tyre service also includes seasonal shifting of wheels two times per year, including storage and cleaning of the wheels. You will make the car available accordingly. We will tell you in advance when the wheels should be changed. This is usually in April and October. If you need your tyres changed before a certain date, we recommend making an appointment with your dealer 6 – 8 weeks in advance.

20. **WEAR AND TEAR NEEDS**

- 20.1 Your subscription covers regular wear and tear needs for all car parts, provided that the wear and tear is not due to improper use.
- 20.2 We check for the above-mentioned wear and tear needs at each regular workshop visit for scheduled maintenance and take care of the necessary maintenance. The authorised workshop will determine wear and tear in accordance with the Vehicle Return Guidelines - [Vehicle Return Guidelines | Volvo Cars](#). However, you remain responsible for regular checking in between scheduled workshop visits for any wear and tear needs that may affect the roadworthiness of the car. If you believe that there is a need for wear and tear maintenance, please contact the Customer Care Centre, using the contact details in section 1.2.

21. **CAR CARE**

Our car care service includes:

- standard exterior cleaning of the car (machine wash or similar) only included in conjunction with original service appointments (scheduled maintenance) which has been approved by us in advance; and
- standard interior cleaning of the car (vacuuming seats and floor, wiping the dashboard and centre console) only included in conjunction with original service appointments (scheduled maintenance) which has been approved by us in advance. Please be aware that a car wash is not included for wheel shift and legal inspection appointments.

22. **ROADSIDE ASSISTANCE**

Your subscription includes our roadside assistance service. Further details can be found here - <https://www.volvocars.com/de/Zubehoer-und-Services/Services/Volvo-Assistance>. Our roadside assistance service includes:

- 24-hours roadside assistance;
- towing to your nearest Volvo retailer (in case of a breakdown);
- lockout assistance;
- trip interruption expense benefits; and
- jump-starting, winching (to remove your car from mud, sand, snow or ditch), changing a flat (if a spare tire is available) or emergency fuel delivery or, for electric cars, towing to the nearest charging station or Volvo retailer.

23. **SIM CARD FOR INFOTAINMENT SERVICES**

Your subscription car may have a particular SIM card for infotainment services. If so, that service is brought to you by our telecommunication service partner and you have to agree to their terms and conditions in order to use the service. Your monthly allowance of infotainment data is set to cover most customers' need and we reserve the right to suspend your use of this service if your use involves very high volumes of data – please contact the Customer Care Centre for details. You may not use the SIM card elsewhere than in your subscription car.

PART 4 – SPECIAL TERMS IF YOU SUBSCRIBE AS A BUSINESS

These Terms are applicable also for business customers (legal entities or individuals acting in a commercial or independent professional capacity). In case a legal entity is signed up for Care by Volvo, 'you' will, mutatis mutandis, apply to that company. The following sections 24-31 only apply to our Contract if you are a business customer. If this is not the case – just ignore this part.

24. **OUR GENERAL LIABILITY**

24.1 If something goes wrong under our Contract and you suffer any damage that is attributable to us, we will be liable to you as follows:

- In all cases of intent and in cases of gross negligence by our legal representatives or executives, our liability will be determined under statutory liability rules and not further limited.
- In all cases of ordinary negligence, and in cases of gross negligence by our employees or vicarious agents [*Erfüllungsgehilfe*] who are not our legal representatives or executives, we are liable only for damage arising from the breach of material contractual obligations (these are obligations the very performance of which facilitates the proper performance of our contract and which qualify as contractual obligations that you do expect and should routinely expect to be discharged); in that case, however, liability will be limited to the typical, foreseeable damage. The foregoing limitations do not apply to our liability for losses arising from death, bodily injury or the impairment to health.

24.2 Your damage claims will be time-barred two years after the date on which the claim arose and you knew of the circumstances underlying the claim. Whether you had this knowledge or not, your damage claims will be time-barred three years after the date on which the claim arose.

24.3 The limitations set out in this section 24 also apply to the liability of our legal representatives, executives, employees and vicarious agents.

25. CHANGING THE TERMS OF THIS CONTRACT

The following clause shall replace section 7.3

25.1 We may change the terms of this Contract as well as your monthly subscription fee as follows:

- at any time if the changes are essentially to your advantage. This may be the case, for example, if we add further service offers to your Care by Volvo subscription – you may then choose to use such new services subject to certain terms which we will add in Part 3 below. We will tell you in advance if this happens; and
- in case of a change of the terms of this Contract that is necessary to make the terms of this Contract compliant with a change in the applicable law, due to a final and legally binding court decision or in case of a legally binding authority order and in case of changes to the Contract that are not (i) relating to the subscription fee, (ii) our main obligation under this Contract, (iii) leading to an imbalance in the relation of either parties' contractual obligations, by informing you at least three months in advance of the date from which the changes shall apply to this Contract. If you do not tell us otherwise by that date we will assume that you accept the changes (but do not worry, we will remind you of this when we inform you about the intended changes). If you do not accept the changes, you may terminate this Contract as of the effective date of the changes. You will receive a refund of any subscription fees paid in relation to the period after the date you returned your car to us.

25.2 in all other cases (including in case of an increase of your monthly subscription fee), we will ask for your consent. we will inform you at least three months in advance of the date from which the changes shall apply to this contract. if you do not consent within the three months' notice period, we can terminate this contract with immediate effect.

If the car is defective the following clause shall replace section 13:

25.3 If your car has a defect as a result of which your use of the car is materially impaired, we will repair or – at our choice – replace the defective car to remedy the defect. If you nevertheless suffer a material impairment of your use, you may claim damages, subject to section 24.

25.4 You don't have other warranty rights, in particular there will be no reduction of the subscription fee and you may not remedy the defect yourself.

26. DELIVERY AND HANDOVER

The following clause shall replace section 10.2:

When we schedule the exact delivery date, the individual named in the subscription order (who either must be entitled to sign on behalf of you or has a duly signed power of attorney from you) needs to let us know which person that will pick-up the car. We will then handover the car if:

- we have timely received the fee for your first subscription month as a prepayment (if this is the first car you receive from us);
- you have provided the signed SEPA Direct Debit mandate to us (if this is the first car you receive from us);
- the person picking up the car have shown us his or her valid driving licence and, potentially, let us make a copy of it;

- the person picking up the car is entitled 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.

27. **USE OF THE CAR**

Irrespective of what is stated in section 12.2 you may, within the course of your ordinary business activities and in accordance with applicable law, use your car for transportation of goods and passengers. For further information on how you can use your car for commercial purposes can be found in our FAQs <https://www.volvocars.com/de/care-by-volvo/faq/>

28. **RETURN OF THE CAR**

The following sentence is added to section 15.3: “You also need to let us know beforehand which individual that will return the car and make sure that he/she is entitled to sign a handover confirmation document on behalf of you.”

29. **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.

30. **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.

31. **LEGAL DISPUTES**

The following clause shall replace section 7.6 above:

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

Appendix 1 – List of Charges (including VAT)

1. Delayed pick-up	Occurrence	Cost (€)
1.1 Car not picked up at the agreed delivery date	Per day	25€
1.2 Failed attempt to pick-up and deliver car to/from workshop ("no show")	Per attempt	100€
2. Return of Car		
2.1 Late return	Per day Once	30€ 150€
2.2 Returned car not cleaned	One time	Actual cleaning cost + 150€
2.3 Return car not at responsible dealer	Once	150€
3. Condition of Car		
3.1 Car not serviced in accordance with section 18.2	Per event	500€
4 Transfer of tyres in case of dealer change	Once	500€
5. Payment		
5.1 Late payment	Per late payment	15€
6. Fines		
6.1 Administrative handling of a fine and fees (such as a parking, speeding ticket and toll fees)	Per fine	30€
7. Over-mileage		
7.1 Over-mileage	per km	0,18€
8. Fixed subscriptions (as per section 6.3)		
8.1 Early termination in case of subscription with fixed terms	One time	40 % of remaining monthly fees during the agreed subscription term
9. Other charges		
9.1 Loss of car registration certificate	Every loss	150€
9.2 Loss of car key	Every reorder	450€
9.3 Loss of handbook	Every loss	40€
9.4 Loss of other parts than mentioned above (for example charging cable, emergency triangle, etc.)	Each lost item	Cost of part (RRP)
9.6 Maximum subscription car deductible	Per damage event	1000€*
9.7 Maximum replacement car deductible	Per damage event	1,000€

* In the case of glass damage (if there are no other damages to the vehicle), no excess will be charged if the repair costs are less than 150€