

VOLVO PENTA

VOLVO PENTA NORTH AMERICA GAS FACTORY PROTECTION

MARINE LEISURE



VOLVO PENTA NORTH AMERICA GAS FACTORY PROTECTION – MARINE LEISURE GASOLINE POWER PACKAGES

INTRODUCTION

Volvo Penta includes a Gas Factory Protection program which commences on the date of expiration of the Volvo Penta North America Warranty and extends the coverage benefits described therein. It applies only (a) to gasoline engines that qualify for and are registered for the Volvo Penta North America Limited Warranty and installed in Model Year 2013 - 2023 recreational boats; (b) to engines that are maintained as prescribed in the Operator's Manual; and (c) to warranted defects described in the limited warranty first arising and reported to Volvo Penta or one of its authorized service dealers during the period of three (3) years or 480 hours, whichever comes first, immediately following the expiration of the Warranty. An extended Gas Factory Protection period with an additional two (2) years coverage is applicable to certain Coastal Series drive packages. The Gas Factory Protection program is transferable to subsequent owners during its term. Submission of the Warranty Registration Form or other suitable, dated proof of purchase is required for registration and to obtain coverage.

Written proof of maintenance according to the prescribed schedule is required for Gas Factory Protection program benefits.

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).

To enable Customer to assert his/her rights in connection with this Warranty, the Volvo Penta Business Partners will check the warranty validity in Product Center.

GEOGRAPHICAL SCOPE

This coverage 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.

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 North America Gas Factory Protection program and are the responsibility of the retail purchaser.

GAS FACTORY PROTECTION PERIOD*

The coverage begins at the time the limited warranty expires and will continue for a period of three (3) years or 480 hours, whichever comes first. Gas Factory Protection for certain Coastal Series drive packages extends the time period two (2) years for a period of five (5) years or 480 hours, whichever comes first. 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 completed.

In case a Product is repaired or replaced during the Gas Factory Protection 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 Gas Factory Protection Period that was replaced or repaired.

** 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 Gas Factory Protection program*

WHAT THE NORTH AMERICA GAS FACTORY PROTECTION COVERS

This Gas Factory Protection program covers defective Products. Under this coverage, a Product is considered defective if it is found, during the Gas Factory Protection Period, to have an inherent defect in material or workmanship that existed in it at the time of shipment from the relevant Volvo Penta facility.

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

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

CLAIMING UNDER THE NORTH AMERICA GAS FACTORY PROTECTION

To claim a remedy under the Gas Factory Protection program, 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. 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 Gas Factory Protection 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 coverage by showing necessary documentation.

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

LIMITATIONS OF LIABILITY

The repair and replacement remedies described under “WHAT THE NORTH AMERICA GAS FACTORY PROTECTION COVERS” above are the sole and exclusive remedies available to the Customer in respect of this coverage. Except as provided for in this coverage, 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 coverage.

All repairs or replacing under this coverage 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 coverage. 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**
- 2. PRODUCT OR PART, WHETHER OR NOT THAT PRODUCT OR PART IS COVERED BY ANY EXPRESS WARRANTY CONTAINED HEREIN;**
- 3. 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;**
- 4. 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.**
- 5. THE REPAIR OR REPLACEMENT OF PARTS OR THE PERFORMANCE OF SERVICE UNDER THIS WARRANTY DOES NOT EXTEND THE LIFE OF THIS WARRANTY BEYOND ITS ORIGINAL EXPIRATION DATE.**

CUSTOMER'S OBLIGATIONS - IMPORTANT

As Volvo Penta does not have any control over the installation of its Product(s) we recommend the Customer to ensure that the 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 coverage.

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 coverage 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 coverage 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 coverage.

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 the North America Gas Factory Protection program 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 covered repairs will be made by an authorized Volvo Penta Dealer at no charge during the coverage 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 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.

