

V O L V O P E N T A

# **VOLVO PENTA INTERNATIONAL LIMITED WARRANTY STATEMENT**

INDUSTRIAL



# V O L V O P E N T A

## INTRODUCTION

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

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

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

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

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

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

## GENERAL

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

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

## LIMITED WARRANTY PERIODS

The limited Warranty applies solely to Products which are delivered to the customer within three (3) years from the date of shipment from Volvo Penta except for Electric Driveline/batteries where the limited Warranty applies to products which are delivered to the customer within six (6) month from the date of shipment from Volvo Penta.

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

If a Product, is repaired or replaced during the Limited Warranty Period, the remainder of the Warranty Period shall cover the replacement Product or the part or parts used for repair.

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

The Limited Warranty Period is the months or operation hours or MWh, calculated from the date defined above, whichever occurs first, as stated in the tables which follow.

| Engine configurations in industrial use |                                          | Limited Warranty period |                                      |                                 |
|-----------------------------------------|------------------------------------------|-------------------------|--------------------------------------|---------------------------------|
|                                         |                                          | Month                   | Or Operating Hours                   |                                 |
| <b>Internal Combustion Engine</b>       |                                          |                         |                                      |                                 |
| Genset application                      | Primary power                            | 24/36 <sup>4</sup>      | 3000 <sup>1</sup>                    |                                 |
|                                         | Stand by power                           | 24/36 <sup>4</sup>      | 1000                                 |                                 |
| Versatile application                   | Off/On-road or stationery                | 24/36 <sup>4</sup>      | 3000 <sup>1</sup> /4000 <sup>4</sup> |                                 |
|                                         | Power output setting for emergency pumps | 24                      | 1 000                                |                                 |
| <b>Electric Driveline</b>               |                                          | Month                   | Or Operating Hours                   | Energy Throughput               |
| Genset application                      | BESS                                     | 60                      |                                      | 180,360,540MWh etc <sup>5</sup> |
|                                         | - Cube Battery                           | 36/60 <sup>3</sup>      |                                      | 180 MWh <sup>2</sup>            |
| Versatile application                   | Off and On road                          | 36                      | 4 000                                |                                 |
|                                         | - Flatpack battery                       | 36                      | 4 000                                |                                 |
|                                         | Off and On road                          | 60                      |                                      | 180,360,540MWh etc <sup>5</sup> |
|                                         | - Cube Battery                           | 36/60 <sup>3</sup>      |                                      | 180 MWh <sup>2</sup>            |

<sup>1</sup> Unstated hours during first twelve (12) months

<sup>2</sup> Gross throughput per battery. Gross throughput means the total energy charged and discharged through the battery during its lifetime. Will be tracked and reported through the onboard telemetry system or VODIA.

<sup>3</sup> The Limited Warranty Period for the battery is made up of two different periods: a full reimbursement period and a pro rata reimbursement period. The length of the two periods can be determined from the above table. The number which comes first represents the number of months in the full reimbursement period and the second number represents the number of months for the total Limited Warranty Period. For more information about Pro Rata warranty see section **Limited Pro rata warranty for Cube battery**

<sup>4</sup> To be eligible for 36 months of warranty coverage, the product must be classified as a Connected Product, meaning that is connected and share Product Data as defined and further described below. In the specific case of North America, the product must also have been manufactured on, or after January 1, 2025

## **V O L V O   P E N T A**

<sup>5</sup> The total system energy throughput is depending on the number of batteries in the installation, i.e., 180MWh, 360 MWh, 540 MWh etc.

Selected emissions control components on new engines may be warranted by the China IV regulations or Korea Air Environment Preservation Act. Refer to the China Emission Control or Korea Emission Control statement for complete information.

## **CONNECTED PRODUCTS**

**The below is specifically applicable to Volvo Penta connected products, i.e., units equipped with a telematic device recognized by Volvo Penta, such as TGW.**

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

### **Requirements for Connected Products**

- Customer must sign and have a valid Data Management Agreement with Volvo Penta.
- The Product must be registered as a Connected Product and connectivity activated in Product Center. This will be done by an authorized Volvo Penta Dealer, but it is the Customer's responsibility to make sure registration is completed by the authorized Volvo Penta Dealer.
- The Customer keeps the Product continuously connected and actively shares Product Data with Volvo Penta. This means that the Product will share Product Data with Volvo Penta wirelessly over the air or via API. Product Data means any data generated in, by or otherwise relating to the Product. Product Data includes data relating to the Product's performance, usage, service and repair, emergency assistance, surroundings, geographical position, and unique identifiers.
- The Warranty period will be confined to the standard Limited Warranty in the event that the Product is not registered as a Connected Product, is disconnected or if the Customer fails to share data as required by Volvo Penta. A Product is not considered as connected if connectivity is prohibited or voided for whatever reason or the Product or operated in a country where is not available.

## **ELECTRIC DRIVELINES**

### **Components covered, electrical.**

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

### **Exclusions**

Lithium batteries naturally degrade over time. Accordingly, the following is expressly excluded from coverage.

- Gradual loss of batter capacity over time
- Reduced available usage of battery over time
- The battery's end of life
- Decrease in battery capacity
- A decline in the battery's state of health (SOH)
- Normal wear and tear

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

### **Limited Pro Rata Warranty**

The Limited Warranty Period for the battery is made up of two different periods: a full reimbursement period and a pro rata reimbursement period. The length of the two periods is determined in the table "**Engine configurations in industrial use**" above. A Pro rata warranty provides partial coverage, where Volvo Penta contributes to the cost of replacement – while the customer pays the remaining balanced, based on how long the product has been used

The pro-rata reimbursement period is determined by subtracting the first number from the second. So, for a battery with a total Limited Warranty Period of 60 total months, and a 36-months full reimbursement period, the full reimbursement period covers months 1 through 36 and a pro-rata reimbursement period covers months 37 through 60.

## **V O L V O   P E N T A**

During the full reimbursement period, Volvo Penta will replace the battery at no cost for the customer. The pro-rata reimbursement period applies after the full reimbursement period expires and continues until the end of the Limited Warranty Period.

The contribution from Volvo Penta will be 60% of the Retail price for the battery during the fourth year and 40% during the fifth year, while the Customer will have to pay the remaining balance up to Retail price.

# VOLVO PENTA

## PARTS & ACCESSORIES

| Type<br>Parts & Accessories <sup>6</sup> |                                          | Sold over counter |                          | Sold and installed by Volvo Penta Dealer |                          |                      |
|------------------------------------------|------------------------------------------|-------------------|--------------------------|------------------------------------------|--------------------------|----------------------|
|                                          |                                          | Months            | or<br>Operating<br>hours | Months                                   | or<br>Operating<br>hours |                      |
| <b>Industrial Combustion Engine</b>      |                                          |                   |                          |                                          |                          |                      |
| Genset application                       | Primary power                            | 12                | n/a                      | 24                                       | 3 000                    |                      |
|                                          | Standby power                            | 12                | n/a                      | 24                                       | 1 000                    |                      |
| Versatile application                    | Off/On-road or stationary                | 12                | n/a                      | 24                                       | 3 000                    |                      |
|                                          | Power output setting for emergency pumps | 12                | n/a                      | 24                                       | 1 000                    |                      |
| <b>Electric Driveline</b>                |                                          | Months            | or<br>Operating<br>hours | Months                                   | or<br>Operating<br>hours | Energy<br>Throughput |
| Genset application                       | BESS <sup>7</sup>                        | 12                | n/a                      | 24                                       |                          | 540 MWh              |
|                                          |                                          |                   |                          |                                          |                          |                      |
| Versatile application                    | Off and On road <sup>8</sup>             | 12                | n/a                      | 24                                       | 3 000                    |                      |
|                                          | Off and On road <sup>7</sup>             | 12                | n/a                      | 24                                       |                          | 540 MWh              |

<sup>6</sup> Parts & Accessories:

“Parts” refers to all Volvo Penta spare parts not used for repair or replacement under this Warranty.

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

<sup>7</sup> Cube battery-based products

<sup>8</sup> Flatpack battery-based products

## PARTS & ACCESSORIES SOLD OVER THE COUNTER

-Twelve (12) months

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

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

Twenty-four (24) months or a maximum of three thousand (3000) hours of operation, whichever occurs first. (Excluding power standby and emergency fire pumps, for which a maximum of one thousand (1000) hours applies. For Cube battery-based products twenty-four (24) months or a maximum of five hundred forty (540) MWh

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

## **WHAT THE INTERNATIONAL LIMITED WARRANTY COVERS**

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

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

## **WHAT THE INTERNATIONAL LIMITED WARRANTY DOES NOT COVER**

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

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

- Abnormal use
- Carelessness, misuse
- Competition use or preparation for competition use
- Over or under loading
- Any attempt, by physical means, programming, or other methods, to extend, reduce or otherwise alter the life of a battery pack
- Insufficient lubrication
- Corrosion as determined by Volvo Penta
- 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
- Low load: The average engine load shall not decrease below 30% for 20% or more of any 24-twenty-four hour period, under varying load conditions. Low load is considered by Volvo Penta to be less than 30% of the average engine load, under varying load conditions
- Incorrect installation or any damage to the products' hardware or software resulting from unauthorized access to the product data or software from any source, including non-Volvo Penta parts or accessories, third party application, viruses, bugs, malware, or any other form of interference or cyber-attack.
- Accidents
- Fuel contamination or use of fuel, oil and/or lubricants not specified in the Operator's Manual
- Improper storage, including but not limited to gummed cooling or fuel systems, dried and cracked belts, hoses, bellows and seals, paint flaking and lifting, seized components, corrosion, and freeze damage
- Neglect or failure to comply with Operator's Manuals, maintenance instructions, installation instructions or any other applicable Volvo Penta instructions.
- Alterations or modifications of the Product, including alterations or modifications of software or electronic devices including override, removal or change to safety shutdown/inducement system parameters or strategy
- Repair work (including installation and/or update of software) having been performed by a workshop other than an authorized Volvo Penta Dealer or unauthorized maintenance or repairs performed by Customer or any third-party maintenance provider
- Breaking of seals
- Usage in violation of law or for an unintended purpose
- The defect having become aggravated due to failure by the driver/operator to take immediate and appropriate action after such time as the defect became known or should have become known to the driver/operator or after activation of the vessel/machine warning indicator system.
- This Warranty does not apply to defects caused by the Product's combination with engines, transmissions, or any other mechanical or electronic products or accessories not sold or approved in writing by Volvo Penta.
- Consequential repairs resulting from interference of the Information Systems or Product Data
- Natural phenomenon, including but not limited to, lightning, thunderbolts, flooding or other force majeure events, including but not limited to war, uprisings, acts of terror, strikes, widespread diseases.

# VOLVO PENTA

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

## CLAIMING UNDER THE INTERNATIONAL LIMITED WARRANTY

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

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

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

## LIMITATION OF LIABILITY

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

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

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

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

# **V O L V O   P E N T A**

## **CUSTOMER'S OBLIGATIONS – IMPORTANT**

Volvo Penta does not have any control over the installation of its Product(s) and therefore recommends that the Customer ensure that an authorized Volvo Penta Dealer checks that the Product(s) is (are) correctly installed.

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

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

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

Operation should be in accordance with the engine application definition.

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

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

## **OTHER INFORMATION**

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

**V O L V O P E N T A**

