



Volvo Merchandise Corporation

General terms – Volvo Merchandise AB

1. Acceptance of terms

By placing an order for a product from Volvo Merchandise AB (VMC), you are offering to purchase the product subject to the following terms and conditions.

An order can be placed either in the Volvo Merchandise Web Shop, via e-mail, telephone or through other documentation sent to VMC. An offer acceptance can be submitted by paper or by e-mail, or through the Volvo Merchandise Web Shop.

An agreement containing these general terms and conditions will be formed between you as the purchaser (Purchaser) and VMC when the Purchaser's order placed with VMC is confirmed by VMC via e-mail or an equivalent written message.

A purchaser for Volvo merchandise must be a company within AB Volvo's partner network (PARMA). VMC only deals with business-to-business sales.

2. Delivery time

The delivery time for ordered products in stock is normally five (5) working days after VMC's order confirmation, unless otherwise stated in VMC's order confirmation. This delivery time should however be seen as an estimate only and if VMC is not able to comply due to circumstances beyond its control, VMC will not be considered in default and not liable for any damages to the Purchaser.

3. Delivery and freight

The agreed delivery term shall be construed in accordance with INCOTERMS 2000 "CIP - Carriage and Insurance Paid To (named place of destination)" VMC may, without prior notice, deliver up to 10% units less of each ordered product than what has been stated on the order acknowledgement. In such cases VMC will contact the Purchaser to inform of this lower delivery quantity.

If VMC can only deliver less than 90% of the original ordered quantity, VMC will inform the Purchaser via e-mail. Purchaser must inform VMC within 48 hours after receipt of VMC's e-mail whether delivery shall proceed or not, otherwise VMC reserves the right to cancel the particular order row. If the Purchaser does contact VMC within 48 hours, he shall have the right to accept or decline the delivery.

4. Freight costs and other additional costs

All prices listed in the Web Shop are specified excluding freight costs. Customs duties, local taxes and other charges may be added for deliveries to countries outside the EU.

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5. Prices

All prices listed in the Web Shop are specified in EUR and SEK excluding Swedish value-added tax ("VAT"). Deliveries outside Sweden are exempt from VAT if the receiver has stated its VAT number. VMC reserves the right to alter prices and VAT displayed on the Web Shop at any given time without prior notice. For the avoidance of doubt, the price stated in the order shall be the applicable and final price.

6. Payment

Payment shall be made no later than thirty (30) days after VMC's issue of an invoice of the total purchase price. Delayed payments will be subject to penalty interest charges at an annual rate of 10% of the invoiced order value.

7. Warranty

VMC warrants that all products sold and delivered satisfy all customary requirements and norms that can be reasonably expected at the moment of delivery, and for which they are customarily used. The warranty period shall terminate 6 (six) months after delivery, or such shorter period as the nature of the product delivered may determine. If the warranty issued by VMC applies to a product produced by a third party, then the warranty is limited to the terms set by the producer of the product in question.

8. Cancellation and Changes to Orders

The Purchaser may, within ten (10) working days counted from receipt of products by the Purchaser from the forwarder, at its own cost return products to VMC without cause and with no approved claim of the products. In such event, VMC will credit the Purchaser 80% of the original invoiced amount for the product. Any product which the Purchaser returns to VMC for such reimbursement must be in a re-sellable state of quality, i.e. no damages may exist on the product and the product must be in its original packaging. Any additional costs incurred by VMC due to the Purchaser cancelling or changing an existing order will be passed on directly to the Purchaser.



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9. Damaged Products, Claims and Returns

Immediately upon receipt of the product, the Purchaser shall inspect that the products are complete and for any potential defects, and if any are found, to submit a claim in writing to VMC as quickly as possible, however not later than twenty-four (24) hours after the delivery of the products . Non-visible defects shall be reported in writing within five (5) working days upon receipt.

The Purchaser shall e-mail VMC at support.merchandise@volvo.com in order to initiate the claims process. Should the Purchaser fail or omit to submit a claim in accordance with above, or if the Purchaser remains in possession of the product delivered, the right to invoke the claim for a defect shall be considered forfeited and void. If a Product deviates from the specifications provided for in the product information on the Volvo Merchandise Web Shop, or otherwise is considered defective according to applicable legislation, VMC will replace the defective product without extra costs; or, if this is not commercially possible, refund the purchase price to the Purchaser. The Purchaser may not claim any supplementary compensation. In case of a return of a legitimate defective product, the Purchaser must always contact VMC Customer Support at support.merchandise@volvo.com with correct order details for information regarding return of the defect product. To prevent damage, all articles must be packed carefully, preferably in the original packaging.

In case of a return of a non-defective product, the Purchaser must always contact VMC Customer Support at support.merchandise@volvo.com with correct order details for information regarding return of the product. To prevent damage, all articles must be packed carefully, in the original packaging and in a re-sellable state of quality. VMC will refund 80% of the original order value of the product to the Purchaser, when the returned product has been approved for re-sale.

10. Force majeure

Should VMC be prevented to fulfil any of its obligations according to a purchase agreement with the Purchaser or should such fulfilment of any obligation constitute an unreasonable burden for VMC as a result of a labor conflict or other circumstances outside VMC's control, such as fire, war, mobilization or unforeseen military summons of the equivalent extent, requisition, confiscation, currency restrictions, riots and disturbance, shortage by or delays in deliveries from sub suppliers or manufacturers as a result of such circumstances described herein, VMC shall be discharged from all liability.



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11. Personal data

VMC will store and process the Purchaser's personal data to fulfil its obligations towards the Purchaser in accordance with these General Terms. The Purchaser's personal data may also be processed in connection with direct marketing by VMC and our partners or for statistical reasons, which may involve coordination with other records. The Purchaser has the right, at any given time, to request that Volvo does not use the personal data in connection with direct marketing.

12. Misprints

VMC is not liable for errors in printing, information and goods specification. Illustrations shall only be regarded as images and do not depict the actual goods in detail.

13. Intellectual Property

The complete content of VMC's website, including all copyrights and all other rights of intellectual and industrial property relating to the products, are the exclusive legal, intellectual and industrial property of Volvo Merchandise, or of Volvo Merchandise's suppliers. As such, the content is protected by copyright, marketing and trademark-laws. This implies that brand names, company names, product names, information about goods including goods description, weight, illustration, images, graphics, design, layout and other content of these pages may not under any circumstances be downloaded, copied or used without explicit permission in writing from Volvo Merchandise.

VMC guarantees that all product images displayed have not been altered or enhanced in order to misrepresent

the true nature of the product being displayed.

14. Trademarks, logos and design

When a trademark, logo or design is submitted to VMC by the Purchaser it is the Purchaser who warrants the rights of use of the material in VMC's manufacturing of requested products. Trademarks and logos displayed in VMC's Web Shop do not in any way constitute an endorsement on VMC's behalf, but are merely there to illustrate the logo reproduction capabilities of VMC.

15. Retention of title

All products delivered by VMC in the context of this agreement remain the property of VMC, and / or in some case a third party, until the Purchaser has fulfilled all obligations pertaining to the agreement with VMC.

16. Confidentiality

The parties are required to take sufficient measures to guarantee confidentiality with regard to each others confidential data with which they become acquainted in the course of executing the agreement.

17. Disputes and governing law

Any dispute, controversy of claim arising out of, or in connection with, this agreement, or the breach, termination or invalidity thereof, shall be exclusively settled by the courts of Sweden with the District Court of Göteborg as the court of the first instance. Governing law shall be the substantive laws of Sweden.