

General terms – Volvo Merchandise Web Shop

1. Acceptance of terms

By placing an order for a product on Volvo Merchandise Web Shop, you are offering to purchase the product subject to the following terms and conditions. An agreement containing these general terms and conditions will be formed between you as the purchaser (Purchaser) and Volvo Merchandise NA (VMC) when the Purchaser's order is placed on the Volvo Merchandise Web Shop and is confirmed by VMC via e-mail or equivalent written message. A purchaser must be 18 years old or have parental approval to be eligible to enter an agreement with VMC for the purpose of purchasing a product from the Volvo Merchandise Web Shop. By registering on www.volvobrandshop.com you and/or the entity you represent agrees to receive promotional emails from VMC for merchandise products and special events through out the calendar year.

2. Delivery time

The delivery time for ordered products in stock is normally one week after VMC's order confirmation, unless otherwise stated in VMC's order confirmation.

3. Delivery and freight

All deliveries within North America will be via FedEx unless otherwise requested by Purchaser at the time of order fulfillment. The goods shall be considered delivered when the goods have been handed over to the Purchaser or when the goods are at the Purchaser's disposal at a location specified by Volvo Merchandise or Forwarder.

4. Freight costs and other additional costs

Freight costs are listed in the Web Shop and are always additional. Customs duties, local taxes and other charges may be additional for deliveries to countries outside the United States. Please note that our preferred shipper is FedEx however if Purchaser prefers his own carrier we will accommodate as needed at sole discretion of VMC.

5. Prices

All prices listed on the Web Shop are specified in USD excluding United States Federal and or Local taxes where applicable. Note that all B2B transactions will be tax exempt and may require Purchaser to supply Fed Tax ID for processing. Deliveries outside United States are exempt from all taxes as prescribed by Federal law. VMC reserves the right to alter prices displayed on the Web Shop at any given time without prior notice.

6. Payment (Purchaser)

Consumers: Payment for products ordered by private persons considered consumers shall be made by means of a [VISA, MasterCard or American Express] credit card. Upon VMC's receipt of the Consumers order, VMC makes a preauthorization check of the Purchaser's payment card to ensure that there are sufficient funds to cover the purchase. The Consumers credit card will be charged when transaction is completed at the point of sale.

Dealers: Payment for products ordered by a person representing a dealership will have the option of either having transaction billed to a Purchase Order (P.O.) or a credit card depending on the total value of merchandise ordered. *(Note that orders totaling less than \$250.00 will be require credit card transaction).* Payments for orders billed to a P.O. shall be made no later than thirty days after VMC's issue of an invoice of the total purchase price. Delayed payments will be subject to penalty interest charge of 10% of the total value of the order in question.

Corporate: BA's will have the opportunity to utilize our internal system (EBD) to process transactions. BA's will also have the option of having transactions billed directly to its cost center via VBS and our SAP processing.

7. Message of claims

The Purchaser shall within 3 business days after receipt of goods submit in writing to VMC any defects which are discovered. Should the Purchaser fail or omit to submit a claim in accordance with the above, the right to invoke the claim for a defect is forfeited.

8. Return policy

If the Merchandise is defective or deviates from the specifications provided on the Volvo Merchandise Web Shop, VMC will replace it in a timely manner. Freight charges for replacement goods will free of charge. In the event of a defective Product, always contact VMC Customer Support at support.merchandise@volvo.com and we will guide you through the process and supply you with a return authorization number. To prevent damage, please pack the articles carefully in the original packaging to prevent a restocking fee of 15%. You may return unused items within 15 business days of delivery for a full refund. VMC will pay the return shipping costs if the return is a result of a shipping error. Items should be returned in their original product packaging to prevent a restocking fee as described above. Please contact customer service & support at 800-477-7170 for further clarification of our return policy. Please note after the prescribed 15 business days we will not be able to accept any returns and or credits.

Dealers (Special Note): If merchandise was purchased for the purpose of resale within your parts department please contact customer service & support after the allotted 90days for resale to have credit issued to your account for unsold merchandise. The unsold products must be returned for a full credit to be issued; this credit can only be used for new merchandise offering and must be used within 30 days after it is issuance. All returned merchandise must be shipped back in its original packaging to prevent a restocking fee of 15%.

9. Damaged goods

Immediately upon receipt of the Product the Purchaser shall check that the Product is complete and has not suffered any damage or is defective. Any goods damaged during shipment shall be reported to the Forwarder in most cases FedEx. External damage shall be reported on receipt. Concealed damages shall be reported within 3 business days upon receipt. Failure to report defects as specified above forfeits Purchasers return rights as prescribed in section 8 Return Policy. The Purchaser shall e-mail a copy of the claim submitted to the Forwarder in most cases FedEx to Volvo Merchandise: support.merchandise@volvo.com.

10. Force majeure

Should VMC be prevented to fulfill any of its obligations according to a purchase agreement with the Purchaser or should such fulfillment 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 action 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.

11. Personal data

Volvo Merchandise NA, Swedish Corp. Reg. No. 556744-9151, with address 7900 National Service Rd., DR1-58, Greensboro, NC 27409, phone: 800-477-7170, email: support.merchandise@volvo.com for the processing of personal data which the Purchaser submits to VMC. VMC will store and process the Purchaser's personal data to fulfill 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 VMC not use the personal and or legal entity data in connection with direct marketing by requesting that they be removed from email subscription list.

12. Misprints

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

13. Copyright

The complete content of VMC's website is the legal property of Volvo Merchandise, or of Volvo Merchandise's suppliers. As such, the content is protected by copyright, marketing and trade mark 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 the explicit permission in writing from Volvo Merchandise.

14. 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 United States with the district court of Greensboro, NC as the court of the first instance. Governing law shall be the substantive laws of the United States