

VOLVO PENTA

VOLVO PENTA
PROFESSIONAL PLATFORM
LIMITED WARRANTY STATEMENT

INTRODUCTION

New Volvo Penta Professional Platform configurations, and their related parts and accessories (herein “Product” or “Products”) are covered by this Volvo Penta International Limited Warranty (herein “Limited 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”). It is in addition to any rights the Customer may have under applicable mandatory law. This Limited Warranty will be fulfilled in cooperation with Volvo Penta Business Partners (including Importers, Distributors, Dealers and Workshops, that have been authorized by Volvo Penta), herein called “Authorized Volvo Penta Dealer”. A list of Authorized Volvo Penta Dealers is available at www.volvopenta.com.

On the day a new Product is delivered, the party who sold it, or the Volvo Penta Authorized Dealer, shall 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 Authorized Dealer. For information on how Volvo Penta handles personal data pertaining to the Product registration, please visit www.volvopenta.com. It is your responsibility as the Customer to ensure registration has been done.

To enable Customer to assert his/her rights in connection with this Limited Warranty, the Volvo Penta Authorized 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 Authorized Dealer 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 Limited Warranty does not apply in countries where Volvo Penta is not represented. Please consult www.volvopenta.com for list of countries where Volvo Penta is represented.

In order for this Limited Warranty to apply, the Product must be registered for warranty in Product Center. It is Customer’s responsibility to ensure that the Limited Warranty has been registered for the Product. This can be done at an Authorized Volvo Penta Dealer.

The Professional Platform Limited Warranty only applies for the defects as described in herein and must be reported to an Authorized Volvo Penta Dealer within the warranty period. The Limited Warranty is transferable to subsequent owners during the warranty period.

The Limited Warranty is conditional upon the following conditions:

- **Service and Maintenance:** The Product must be serviced and maintained according to the guidelines specified in the Operator’s Manual. Service and maintenance must be performed by Authorized Volvo Penta Dealer (unless self-service is approved and documented by Volvo Penta). Documented proof of maintenance as described in the Operator’s Manual is required for the Limited Warranty to apply.
- **Yearly/hourly inspection:** Customer must bring the Product to an Authorized Volvo Penta Dealer for an inspection every 12 months or every 500 hours, whichever occurs first, and follow the recommendations provided by the Authorized Dealer during such inspection. The cost of the inspection and recommended actions shall be borne by the Customer. Proof of the inspection shall be documented in Product Center by the Authorized Dealer. It is Customer’s responsibility to ensure that documentation of the yearly inspection has been done.
- **Genuine parts:** The Customer may only use Volvo Penta genuine spare parts.

VOLVO PENTA

If any of the aforementioned conditions are not met, the Limited Warranty will be void. The Customer must ensure compliance with all the above requirements to maintain the validity of the Limited Warranty. Failure to comply will result in the forfeiture of all warranty rights.

In addition to the conditions outlined above, in order for the Limited Warranty to apply, the Product must be classified as a Connected Product meaning that it is connected and share Product Data as defined and further described below. If the Product is not a Connected Product, the warranty period will be reduced as further described below.

PROFESSIONAL PLATFORM LIMITED WARRANTY PERIOD

The Limited Warranty period starts upon the delivery date of the Product to the Customer and will be valid for a period of sixty (60) months or until the Volvo Penta professional Platform Product has reached 2000 to 8000 operating hours (depending on rating, see below), whichever occurs first, as stated in the table below.

The delivery date is recorded in Product Center together with all the other relevant Product information and is accessible to the Authorized Volvo Penta Dealer. It is the Customer's responsibility to make sure that the registration in Product Center has been done. Once registered in Product Center, Customer can see the Limited Warranty Period by registering the Product in Volvo Penta's end user interface Volvo Penta Connect.

In case a Product is replaced or repaired during the Limited Warranty period at no cost to the Customer, the replacement Product or the part or parts used for repair receive the remainder of the original Limited Warranty Period for the original Product that was repaired or replaced. For example, if a Product is registered for warranty in Product Center and is entitled to a 24-month Limited Warranty Period, and a warranty repair is performed after 22 months, any parts used for the repair at that time will receive the remaining 2 months warranty coverage. Removed components that are replaced under warranty by AB Volvo Penta or any Volvo Penta Dealer are the property of AB Volvo Penta.

The Professional Platform Limited Warranty is valid for the number of months or operation hours, calculated from the date defined above, whichever occurs first, as stated in the tables to follow.

Product (Including Volvo Penta transmissions and drives)		Professional Platform Limited Warranty ¹	
	Rating	Months	Or hours
D13	2	60	8 000
D13	3	60	5 000
D13	4	60	3 000
D13	5	60	2 000

¹ Customer needs to comply with the requirements of this Limited Warranty as described in this warranty statement in order for the Limited Warranty to apply.

CONNECTED PRODUCTS

The below is specifically applicable for Volvo Penta Connected Products, i.e. units equipped with a telematic device, such as Telematic Gateway (TGW), Easy Connect, etc.

Volvo Penta Products are equipped with one or more systems (herein "Information Systems") which may gather and store information about the Volvo Penta Product, 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 Limited Warranty, the Customer acknowledges and agrees that 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)

VOLVO PENTA

share the Product Data within the Volvo Group and with selected third 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

The Limited Warranty is valid under the condition that the Product is a Connected Product during the entire warranty period. The following is required in order for the Product to be a Connected Product:

- 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 upon delivery of the Product to Customer. This will be done by an Authorized Dealer, but it is the Customer's responsibility to make sure registration is completed by the Authorized 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. Product Data means any data generated in, by, or otherwise relating to the Product. Product Data include data relating to the Product's performance, usage, service and repair, emergency assistance, surroundings, geographical position, and unique identifiers.

The warranty period will be reduced if 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 a Connected Product if connectivity is prohibited or voided for whatever reason, or the Product is operated in a country where connectivity is not available.

If the Product is not a Connected Product, the warranty period will be limited to the number of months or operation hours, calculated from the date defined above, whichever occurs first, as stated in the table below.

Product (Including Volvo Penta transmissions and drives)		Professional Platform Limited Warranty ¹	
	Rating	Months	Or hours
D13	2	36	5000
D13	3	36	3000
D13	4	36	1800
D13	5	36	1200

PARTS & ACCESSORIES

Parts & Accessories "Parts" refers to all spare parts not used for repair or replacement under this Warranty. "Accessories" refers to items other than the engine, transmission and engine assembled parts.

PARTS & ACCESSORIES, SOLD OVER COUNTER, NOT INSTALLED BY A VOLVO PENTA DEALER

Twelve (12) months

ACCESSORIES AS PART OF ENGINE PACKAGE

(installed by OEM/dealer)

Carry the same coverage period as the Product it is attached to. The Limited Warranty Period start date is the same as for the engine configuration, i.e., the time of transfer to the Customer (specified as the delivery date in Product Center). A copy of the registration in Product Center can be printed out.

PARTS & ACCESSORIES, SOLD BY, AND INSTALLED BY A VOLVO PENTA DEALER

(Purchased after engine package delivery)

V O L V O P E N T A

Twenty-four (24) months or a maximum of three thousand (3000) hours of operation, whichever occurs first. The twenty four (24) month Parts warranty will apply and follow the same terms and conditions as the Volvo Penta 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 as proof of purchase to qualify for warranty in these cases.

WHAT THE PROFESSIONAL PLATFORM LIMITED WARRANTY COVERS

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

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

WHAT THE PROFESSIONAL PLATFORM LIMITED WARRANTY DOES NOT COVER

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

This Limited 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 cracked 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 an authorized Volvo Penta Dealer
- 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.
- This Limited Warranty 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.
- 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.

V O L V O P E N T A

- Failure to comply with any Volvo Penta or Authorized Volvo Penta Dealer recommended repairs, corrections or adjustments, at any time during the Limited Warranty period.

This Warranty 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 limited 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"), the United Kingdom ("UK") 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, UK or EU or its member states 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, or its member states, US, UK or other national trade sanctions law or export control regulations.

CLAIMING UNDER THE PROFESSIONAL PLATFORM LIMITED WARRANTY

To claim a remedy under this Limited Warranty, the Customer of a Product 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. 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 Professional Platform Limited Warranty Period.

The Customer is recommended to secure evidence of the date when the report was made, for example a copy of a repair order or letter from an Authorized Volvo Penta Dealer. The Customer must establish the eligibility of this Limited Warranty by showing necessary documentation.

This Limited 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 PROFESSIONAL PLATFORM LIMITED WARRANTY COVERS" above are the sole and exclusive remedies available to the Customer in respect of this Limited Warranty. Except as provided for in this Limited 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 traveling, 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 Limited Warranty must be carried out by an Authorized Volvo Penta Dealer. This also applies abroad.

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 Limited 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.

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 Authorized Volvo Penta Dealer checks and ensures that the Product(s) is (are) correctly installed.

V O L V O P E N T A

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 and is registered in Product Center; it's the Customer's responsibility to make sure this has been done.

A performance of a product inspection is a condition for the validity of this Limited 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 Professional Platform Limited Warranty Period.

Operation should be in accordance with the Product application definition.

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 Limited Warranty shall prevent the Customer from transferring this Limited Warranty to a subsequent purchaser, however, it will be the 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 Warranty, including registering the change of ownership in Product Center.

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



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