

## OUR ONLINE SALES TERMS & CONDITIONS

### 1. WELCOME TO VOLVO CARS!

- 1.1 These are our terms that apply to online sales of Volvo cars (the “**Terms**”). Please read them carefully before you complete your order – whilst we appreciate this isn’t always the most enjoyable activity, it’s an important part of the order process.
- 1.2 We have kept these Terms as short as possible. Yet, there are a number of things you need to know and agree to before we get started. We have tried to make these Terms easy to understand, but please do not hesitate to contact us if anything is unclear or if you otherwise have some questions.
- 1.3 We are Care by Volvo Car UK Limited, responsible for online sales of Volvo cars in the UK and a part of the Volvo Car Group. Our registered address is at Scandinavia House, Norreys Drive, Maidenhead, SL6 4FL (“we”, “our”, “us”). We are your contractual partner selling you the Volvo car you have configured and/or chosen online (the “Car”).
- 1.4 You can contact us through our Customer Care Centre, preferably by calling us on 0800 0318065 or by email [carebyvolvo-uk@volvocars.com](mailto:carebyvolvo-uk@volvocars.com).

### 2. WHAT WE EXPECT FROM YOU

- 2.1 You confirm that you are an individual above the age of 18 and resident in the UK.
- 2.2 You confirm that all the details you provide to us in your Car order (the “**Order**”) are true and correct.
- 2.3 You confirm that you are not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU or US, and that you will not sell, provide or transfer the Car to any such sanctioned person, or to any person located in Cuba, Iran, North Korea, Syria or the Crimea region of Ukraine. If at any time this turns out not to be true, your Order will be terminated with immediate effect, without any liability to compensate you whatsoever. Furthermore, according to law we may not be able to repay any payments that you may have made to us.

### 3. ORDERING A CAR

- 3.1 The way in which you purchase a Car from us is via an online process through Volvo Cars’ digital channels. To complete your Order, you will need to fill in all required information and pay the stipulated order deposit (the “**Deposit**”) online.
- 3.2 We will have a binding contract – incorporating these Terms – with you once (and not before) we confirm to you by email that we accept your Order (“**Order Confirmation**”). We may in our sole discretion choose not to accept your Order. Once you receive the Order Confirmation, which includes a specification of your car, the Order and these Terms shall become the sales contract (“**Contract**”). Following the Order Confirmation, we will ask you to sign the Contract electronically through Adobe Sign. This will be your document to evidence your purchase (which may be required for financing of your car). Please carefully review the Contract and check that all information, including any potential changes made after you first placed your Order, is correct before you sign it. In connection with the delivery of your Car, you and the Volvo service partner you **chose** when you ordered the Car (“**Service Partner**”) shall also sign a handover protocol (as set out in Section 6.2), which will include the Vehicle Identity Number (VIN) and the registration number of the Car. The handover protocol will thereafter form a part of the Contract.

- 3.3 Following your electronic signing of the Contract, the Deposit will be refunded through the same means as you used when paying the Deposit in the first place. For the avoidance of doubt, there will not be any interest paid on your Deposit.
- 3.4 We reserve the right to, in addition to the Deposit, require security in case you order more than one Car.
- 3.5 Online images of cars are for illustrative purpose only and may slightly vary from your Car (for example with respect to colour and accessories). Likewise, your Car may slightly vary from any images provided in the car specification.
- 3.6 Your Car comes with wheels as stated in your Order Confirmation. Please also note that we work with different high-quality tyre manufacturers and your Car will be equipped with tyres from one of these manufacturers. We have the right to exchange tyres that may have been communicated prior to delivery of your Car with equivalent tyres from the same or another tyre manufacturer.
- 3.7 We reserve the right to slightly change the specification of your Car provided, however, that the change is insignificant.

#### **4. PRICE**

- 4.1 The price for your Car is stated online and confirmed in the Order Confirmation and the Contract (the "**Price**"). The Price includes delivery according to Section 6, Vehicle Excise Duty (if applicable), the first registration fee and registration in accordance with Section 6. It also includes VAT and the services mentioned in these Terms. We are entitled to increase the Price to mirror any new or revised governmental fees, charges or taxes which are decided after you have received the Order Confirmation but takes effect prior to the delivery of the Car.
- 4.2 Since your Car is fully electric, your Car purchase may be eligible for governmental or local subsidies. Since such subsidies are typically dependant on a number of factors (such as your place of residence, the first registration date of your Car and for how long you keep the Car) which varies over time, we cannot guarantee that any subsidies will be paid out to you. However, please read more about subsidies at our FAQ - <https://volvocars.com/uk/v/care-by-volvo/faq/buy> which also includes links to the responsible governmental/local authorities.

#### **5. PAYMENT**

- 5.1 Approximately two weeks before your Car will be available for pick-up, we will provide you with an invoice stating the Price and the payment due date. Please note that you will be required to make the required payment as stated on the invoice within 10 days from the date of the invoice. You will have to pay the invoice by bank transfer from an account in your name before you pick-up your Car. We will not proceed with the registration process (see Section 6.5) or make the Car available for pick-up until we have received the Price in full. In case you haven't paid the Price in full on the payment due date we reserve the right to cancel the Contract according to applicable law.
- 5.2 Title to your Car passes to you when we have received the payment of the Price in full. We will, however, be fully responsible for the Car until it has been delivered to you in accordance with Section 6.

#### **6. DELIVERY, HANDOVER AND REGISTRATION**

- 6.1 Your Car will be delivered to your chosen Service Partner. The estimated delivery time for your Car (*i.e.* the date you will be able to pick-up your Car from your chosen Service Partner) will be displayed online before you place your Order. We will also send you a

separate e-mail with the estimated delivery time for your Car and you will be able to follow the status of your Order online. Closer to the actual delivery of your Car to the Service Partner, the Service Partner will reach out to you to agree the exact delivery date. Unless otherwise agreed, the pick-up location will be the premises of the Service Partner. Please note that delivery times are dependent on whether we have the car of your choice in stock or whether your Order is for a car that has yet to be built.

6.2 We will hand over the Car to you (for the avoidance of doubt, we will not handover the Car to anybody else) on the agreed delivery date provided that:

- you have fully paid the Price in accordance with Section 5.1;
- you have provided us a utility bill;
- you have shown us your valid driving licence and/or other photographic ID; and
- you have signed the handover protocol document.

6.3 When the requirements set out in Section 6.2 are fulfilled, the Car will be deemed delivered to you (the **"Time of Delivery"**) and the risk of the Car has been legally transferred to you.

6.4 In the event we are unable to agree a delivery date with you within 14 days from the date our Service Partner first tried to contact you for this purpose or you fail to pick up your Car at an agreed delivery date, the risk of the Car may still be transferred to you and you will be required to pay an additional charge of £20 per day.

6.5 We will duly register your Car in the national vehicle register and, if applicable, activate the car insurance included in the Price as set out in Section 12.

## **7. CHANGES AND CANCELLATIONS**

7.1 If you want to change your Order, please contact our Customer Relation Centre before you sign the Contract (please note that changes may have an impact on the delivery time and the price of the Car). Thereafter, it will not be possible to change your Order. In the event you make a change to your Order, your Contract will be updated and will supersede the Order Confirmation.

7.2 If you would like to cancel your Order prior to taking delivery of the Car you need to send a written notification to our Customer Care Centre. If we have not yet refunded the Deposit to you, we will refund the Deposit to you within 14 days from having received such written notification of cancellation.

7.3 You have a legal right to withdraw from the Contract by sending a clear written notice thereof to our Customer Relation Centre within fourteen (14) days from the Time of Delivery of your Car (in accordance with the Consumer Contracts Regulations 2013). You can email the Customer Relation Centre using the email address, [carebyvolvo-uk@volvocars.com](mailto:carebyvolvo-uk@volvocars.com). If you would like to invoke your right to withdraw you may – but you do not have to – use the standard template for exercise of the right of withdrawal as set out in [Appendix 1](#). If you have exercised your right to withdraw and sent us a written notification thereof you shall within fourteen (14) days thereafter return the Car (including all original equipment and any parts and accessories that came with the Car), at your own expense, to the Service Partner. The Car shall be returned free and clear of any charge, claim or encumbrance (which may require an agreement with the Financial Partner, if any).

7.4 Subject to Section 7.5, we will refund the paid Price to you within fourteen (14) days from the date of when we received your notice of withdrawal from the Contract. A refund is however conditional upon you having returned the Car with the V5 log book (and all original

equipment and any parts and accessories that came with the Car) to our Service Partner free and clear of any charge, claim or encumbrance.

- 7.5 Notwithstanding what is stated in Section 7.4, if you have used the Car to a greater extent than necessary in order to ascertain its characteristics and/or functions we reserve the right to deduct an amount equal to the diminished value of the Car please go to our FAQ - <https://volvocars.com/uk/v/care-by-volvo/faq/buy> and read more about what we consider reasonable use of the Car) from the amount to be refunded to you. In case the Car comes back to the Service Partner with any damages we will also deduct an amount equivalent to the costs for fixing these damages. The Service Partner will inspect your Car as soon as possible after you have returned it.
- 7.6 We will refund the paid Price (less any reductions in accordance with Section 7.5) to you through the same means as you used when paying for the Car. We reserve the right to withhold the payment until we have received all reasonably requested information from you to proceed with the payment.
- 7.7 You are responsible for paying any fees (including tickets and fines), applicable taxes and/or charges related to the Car while the Car was in your possession.
- 7.8 Once you have returned your Car, the return process is final and may not be revoked. Please note that a previous cancellation may lead to us not accepting any new orders from you.

## **8. OWNER'S MANUAL**

Please note that the Owner's Manual for your Car is accessible here - <https://www.volvocars.com/uk/support> and via the Car's centre stack display. It explains the operation of your Car including applicable settings, features and hardware. You will also obtain a printed summary of your Owner's Manual at the time of delivery.

## **9. YOUR LEGAL RIGHTS**

- 9.1 As a consumer you have legal rights under applicable consumer legislation in the event your Car is deemed to be defective. This Section 9 constitutes a summary of these rights and does not affect your rights as such.
- 9.2 We are responsible for ensuring that the Car conforms with the provisions of the Contract with respect to type, quality and other characteristics in the car specification that we have provided.
- 9.3 If the event that your Car is deemed defective, you may be entitled to demand rectification or replacement of the Car, reduction of the Price and/or termination the Contract. You may also have the right to claim damages, subject to the limitations set out in Section 15.
- 9.4 We are liable to you for any non-conformity of the Car that exists at the Time of Delivery of the Car and that manifests itself within a period of three (3) years from the delivery. Any non-conformity that occurs during the first six (6) months after the Time of Delivery shall be deemed to have existed at the delivery unless proved otherwise.
- 9.5 Any non-conformity should be notified to our Customer Relation Centre in writing within a period of two (2) months from the moment you discovered the non-conformity. If you do not notify us within this period, you may lose your right to make a claim against us for lack of conformity under your Contract.

## **10. VOLVO WARRANTY**

In addition to your legal rights summarised in Section 9 above, your Car comes with the warranties set out here - <https://www.volvocars.com/uk/own/maintenance/volvo-warranty>. The warranty is also described in the warranty manual that comes with the Car.

## **11. CAR SERVICE**

Your Car comes with a service programme covering the first three years of use. A description of the Service Programme included in the Price is available in [Appendix 2](#). Please note that you need to follow the scheduled service plan for your Car to benefit from the Volvo Warranty.

## **12. INSURANCE**

Upon receiving your order confirmation, you will have the possibility to sign up for car insurance from our insurance partner, Lloyd Latchford Group Limited, who are authorised and regulated by the Financial Conduct Authority, FRN 496330. Read more about this offer here - <https://volvocars.com/uk/v/care-by-volvo/faq/buy>.

## **13. ROADSIDE ASSISTANCE**

Your Car comes with our roadside assistance service. A description of the services included in the Price is available here - <https://www.volvocars.com/uk/own/maintenance/volvo-assistance>.

## **14. VOLVO ID**

In order to access or use certain services in relation your Car you or the main driver of the Car will need a Volvo ID, which you can obtain online unless you already have one. The Volvo ID is governed by the General Terms and Conditions for Services - <https://www.volvocars.com/uk/support/topics/legal-documents/terms-and-conditions/volvo-cars-terms-of-services>. Your car also comes with the Volvo Cars app/My Volvo service, which is governed by the same terms and conditions.

## **15. OUR LIABILITY**

- 15.1 We are only liable to you for losses which you suffer as a direct result of our breach of this Contract and which are reasonably foreseeable. We are not liable for any other losses. In particular, we shall not be liable or be deemed to be in breach of this Contract for reason of any delay in performing or any failure to perform, any of our obligations under this Contract, if the delay or failure was due to any cause beyond our reasonable control (e.g. war, natural disasters, pandemics and lock-downs). We always strive to keep delivery times as short as possible, but please note that such circumstances may cause delays compared to the estimated delivery times earlier communicated from us (because the factory building your Car and/or the logistics chain intended to transport your Car to our Service Partner have been negatively affected).
- 15.2 You may have other rights granted by law and this Contract does not affect these.
- 15.3 This Contract does not exclude or limit our liability (if any) for any losses suffered as a result of: (i) death or personal injury caused by our negligence; (ii) fraud; (iii) fraudulent misrepresentation; or (iv) any matter which it would be illegal for us to exclude or attempt to exclude our liability.
- 15.4 Where any valid claim in respect of the Car (which is based on any defect in the quality or condition of the Car or our failure to meet the specification) is notified to us in accordance with section 9.5, we shall be entitled at our sole discretion either to replace or repair the Car

(or the part in question) free of charge or to refund you the Price of the Car (or a proportionate part of the Price), but we shall have no further liability to you.

## **16. OTHER GENERAL THINGS YOU NEED TO KNOW**

- 16.1 Any declarations or notifications you or we make under our Contract – for example, to cancel an order, to change any terms of our Contract, or to terminate our Contract – will only be effective if made by email or otherwise in writing. Oral statements or agreements are not sufficient, unless we have confirmed them by email or otherwise in writing.
- 16.2 We are responsible for the personal data processed in connection with your purchase of the Car. All processing will take place in accordance with applicable legislation concerning the processing of personal data as well as Volvo Cars' Customer Privacy Policy - <https://www.volvocars.com/uk/support/article/privacy-customer-privacy-policy>.
- 16.3 We may transfer our rights and obligations under this Contract to another company within the Volvo Car Group. We will let you know if this happens and make sure that the transfer will not reduce your contractual rights. You may only transfer your Contract (or any rights or obligations under our Contract) to another person if we consent to this in writing.
- 16.4 Any waiver by us or you of any breach of the terms of this Contract by the other shall be in writing and shall not be considered as a waiver of any subsequent breach of the same or of any other provision. Without prejudice to the generality of the foregoing, failure by either us or you to enforce or at any time or for any period any one or more of the conditions shall not be a waiver of them or of the right at any time subsequently to enforce all of them.
- 16.5 If any term of this Contract should be found invalid, you and we agree that the other terms of this Contract will remain valid and unaffected.
- 16.6 This Contract is for the benefit of you and Care by Volvo Car UK Limited, and no term of the Contract will be enforceable by any other person that is not a party to it including any enforcement through the Contracts (Rights of Third Parties) Act 1999.
- 16.7 The laws of England and Wales govern this Contract. In the case of a dispute, you (or we) can bring legal proceedings in the competent English courts only, unless: (i) you live in Scotland, in which case you can bring legal proceedings in respect of the products in either the Scottish or the English courts; or (ii) you live in Northern Ireland, in which case you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **SPECIAL TERMS IF YOU ARE A BUSINESS**

### **17. INTRODUCTION**

The following sections 17-23 of this Contract are only applicable for business customers, by which we mean all corporate entities, partnerships and sole traders unless:

- you are a sole trader or member of a partnership with less than four partners, you are entering into this Contract wholly or predominantly for your business purposes; or
- you are a sole trader or member of a partnership with less than four partners and you are entering into this Contract wholly or predominantly outside your trade, business, craft or profession.

In the event a legal entity has ordered the Car, the term 'you' will refer to that legal entity (or your approved driver where relevant for example section 14) throughout these Terms.

## **18. WHAT WE EXPECT FROM YOU**

The following clause shall replace section 2.3

*If you are a legal entity, to order you must have an official registered office address in the United Kingdom. You confirm that all the details you provide to us in your Car order (the "Order") are true and correct. You confirm that you are not acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, United Kingdom or US, and that you will not sell, provide or transfer the Car to any such sanctioned person, or to any person located in Cuba, Iran, North Korea, Syria or the Crimea region of Ukraine. If at any time this turns out not to be true, your Order will be terminated with immediate effect, without any liability to compensate you whatsoever. Furthermore, according to law we may not be able to repay any payments that you may have made to us.*

## **19. ORDERING A CAR**

Please note that the individual signing the Contract with Adobe Sign in accordance with Section 3 has to be authorised to sign on your behalf or has a duly signed power of attorney from you (if this is not in place, the individual may be personally held accountable). We reserve the right to require such proof of authorisation before proceeding with your Order and may conduct a credit check of you to verify signatory powers.

## **20. DELIVERY, HANDOVER AND REGISTRATION**

The following clause shall replace section 6.2

*When we schedule the exact delivery date, the individual named in the Order (who either must be authorised to sign on your behalf, e.g. as managing director or through a duly signed power of attorney) or another person authorised to sign on behalf of you needs to let us know which person that will pick-up the Car. We will then handover the Car if:*

- *you have fully paid the Price in accordance with Section 5.1;*
- *the person picking up the Car has shown us his or her valid driving licence and, if requested, let us make a copy of it;*
- *the person picking up the Car is entitled to sign on behalf of you or presents (i) a duly signed power of attorney from you and (ii) the passport or national ID-card (or a certified copy thereof) of the individual who has signed the power of attorney on behalf of you; and*
- *the person picking up the Car has signed the handover protocol document.*

## **21. CHANGES AND CANCELLATIONS**

Sections 7.3 to 7.8 and Appendix 1 shall not apply to business customers.

## **22. YOUR LEGAL RIGHTS**

Section 9.1 shall not apply to business customers

## **23. VOLVO CARS CODE OF CONDUCT FOR BUSINESS PARTNERS**

The Volvo Car Group has adopted a Code of Conduct for Business Partners, available at <https://group.volvocars.com/sustainability>. We expect you to be governed by the same or similar principles as those set out in the Code of Conduct for Business Partners.



## Appendix 1 - Model Cancellation Form

(Complete and return this form by post or email only if you wish to withdraw from the contract)

To: Care by Volvo Car UK Limited, Scandinavia House, Norreys Drive, Maidenhead, SL6 4FL,  
or by email: [carebyvolvo-uk@volvocars.com](mailto:carebyvolvo-uk@volvocars.com).

I hereby give notice that I cancel my contract of sale of the Volvo XC40 pure electric with car registration number:

I received the car on this date:

Name of consumer:

Address of consumer:

Signature of consumer(s) (only if this form is notified on paper):

Date:

## **Appendix 2 – Service Programme**

This document describes the products and services that are included in the service maintenance and wear and tear for your car.

### **Volvo Car Genuine Service**

- Maintenance service according to service programme\*
- Air filter replacement
- Tyre sealant replacement
- Windscreen cleaning (sensors)
- Software updates

### **Wear and Tear**

- Wiper blades replacement, once per year
- Brake discs and brake pads replacement, in accordance to specified requirements

### **Specific Conditions**

The Service Programme is applicable for 60,000 miles or 3 years from the date of delivery, whichever comes first.

The Volvo Car Genuine Service may be amended by Volvo Cars, provided any amendment will not impact the application of the Volvo Cars warranty for your vehicle.

Exclusions:

- Volvo cars with special service programmes for taxi, police or other specified purposes of usage are not covered by this Service Programme.
- Any wear & tear items not stated above are excluded.

The inclusion of wear and tear items in the Service Programme does not impact the reference to 'wear and tear' in the Warranty and Service book.

The Service Programme is subject to the General Service Programme Terms and Conditions as set out below.

*\* For more information about the details of the Service Programme contact the Customer Care Centre.*

## **General Service Programme Terms and Conditions**

### **1. Application of Terms**

These General Service Programme Terms and Conditions (Service Terms) are valid for new Volvo cars. The Service Terms are applicable only to the specific car you have purchased and forms part of the contract for sale and purchase of the car.

### **2. Period of Service Programme etc.**

- a) These Service Terms are valid for the limited period set out in the Specific Conditions for the Service Programme. When all required work has been performed or the limited period has ended the Service Programme is terminated. The Service Programme is also considered terminated when services should have occurred in accordance with the service intervals (stated in the owner's manual and service and warranty handbook of the car) and you have not delivered the car to a Volvo authorised repairer for Volvo Car Genuine Service.
- b) The Service Programme is connected to the market in which it is originally sold. Scheduled maintenance service according to the Service Programme can be invoked optionally at any Volvo Car authorised repairer within that market.
- c) Volvo Cars has the right to terminate the Service Programme with immediate effect if the conditions for Volvo Cars' operations in the market change significantly due to circumstances outside of Volvo Cars' control and these circumstances significantly complicate Volvo Cars' ability to perform the Service Programme. The Parties have the right to terminate Service Programme with immediate effect if the other party performs a severe or repeated breach of its obligations under these Service Terms.

### **3. Your obligations**

The service shall be carried out according to Volvo Cars' recommendations. Scheduled maintenance service is depending on time and annual mileage and can occur with different time intervals. For the Service Programme to be valid it is further required that you:

- a) Drive, maintain and manage the car in accordance with the instructions given in the owner's manual of the car as well as its service and warranty handbook.
- b) Conduct routine checks of fluids in the car between recommended service intervals and, if needed, fill up at your own expense.
- c) Deliver, at own expense, the car to a Volvo authorised repairer for service at the service intervals stated in the owner's manual and service and warranty handbook of the car.

### **4. Transferring the Service Programme**

If you sell or otherwise transfer the car to a new owner, the Service Programme follows the car. Any remaining service in the Service Programme can then be used by the new owner according to these Service Terms.

### **5. Disclaimer**

Please note that not all wear and tear components are included in the Service Programme.

This Service Programme does not include any obligation of the authorised repairer or Volvo Cars to reimburse you in any way for costs, loss of income, loss of time or other damage, caused by you turning the car over to the repairer or caused by you being unable to use the car during the time it has been in the care of the repairer for agreed scheduled maintenance.

Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy implied or imposed by any applicable law which cannot be lawfully excluded restricted.

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