VOLVO SERVICE AGREEMENT PLUS

This is to certify the validity of a Volvo Service Agreement Plus for the vehicle specified below. The Volvo Service Agreement Plus entitles the owner of the vehicle to have Volvo Genuine Service performed, in accordance with Volvo Cars recommended service intervals, at any authorised Volvo dealer in Malaysia. In addition, the agreement covers Wear and Tear items that is performed in conjunction with the services that are included in the agreement.

All elements of Volvo scheduled servicing are covered. This includes the costs of labour as well as materials such as oils, fluids, software and spare parts included in Volvo Genuine Service. Volvo Service Agreement Plus covers Wear and Tear items such as wiper blades and brake parts. The agreement will continue to be valid for the chosen number of services even if there is a change in ownership. The detailed Terms & Conditions that apply to the service agreement, including limitations, has been supplied to the first owner of the vehicle by the Volvo dealer.

1. Applicability

These general terms and conditions for Volvo Service Agreement are valid for new Volvo cars. The specified conditions only apply to the specific vehicle for which this agreement is made.

2. Term and early termination etc.

a) This agreement is valid for a fixed number of scheduled maintenance services on the vehicle. When these have occurred the agreement is terminated without any prior notice. The agreement is also considered terminated when such services should have occurred, in accordance with the service intervals stated in the owner’s manual and service and warranty handbook of the vehicle and the customer has not delivered the vehicle to a Volvo authorised workshop for Volvo Genuine Service.

b) If the agreement is terminated beforehand the customer has no right to any refund of payments already made.

c) The validity of the agreement is connected to the market in which it is originally sold. Scheduled maintenance service according to this agreement can be involved at optional Volvo Car authorized-service provider within that market.

d) The agreement will continue to be valid for the chosen number of services according to this agreement. The agreement cannot be prolonged or otherwise extended.

e) A termination of the agreement does not free the customer from any obligations that arose before the termination of the agreement.

3. Price and payment

a) Volvo Car Malaysia pricing of this agreement is based on chosen number of services, scheduled maintenance service and total price of this agreement no later than at time of delivery of the vehicle. Volvo Car Malaysia dealer network will act as an agent for Volvo Car Malaysia in this transaction.

b) The price which is stated in the agreement is the total price for the dealer’s services according to this agreement. The agreement cannot be prolonged or otherwise extended.

c) The customer shall pay the agreed price in advance, no later than at time of vehicle delivery.

d) Material or fluids not included in Volvo Genuine Service according to Volvo’s recommendations.

e) If the customer orders scheduled maintenance services according to this agreement and these are carried out after the termination of this agreement the customer shall pay for these services according to the normal price- and payment conditions of the dealer.

4. Fixed number of services

a) The agreement includes a fixed, sequenced number of services. These shall be carried out according to Volvo’s recommendations. Scheduled maintenance service is depending on time and annual mileage and can therefore differ with different time intervals.

5. Dealer obligations

5.1 Extent of the agreement

Assuming the customer has fulfilled his obligations according to the terms and conditions of the agreement the dealer shall, with the limitations given in these terms and conditions, without further costs for the customer, provide and perform:

a) Volvo Genuine Service in accordance with Volvo Car’s recommendations, including wear and tear, functionality- and safety checks as well as actions performed at specified service intervals such as e.g., exchange of spark plugs, oil filter and timing belt. The commitment includes maintenance of the vehicle’s systems of which the customer is required to provide material, such as oils, fluids, software and spare parts included in Volvo Genuine Services.

b) Material or fluids not included in Volvo Genuine Service according to Volvo’s recommendations.

c) The dealer will perform its obligations during its normal business hours and within reasonable time from the time in which the customer has notified a service need and made an appointment by telephone or correspondence with the dealer.

6. Customer obligations

a) Volvo Genuine Service is carried out by Volvo authorised dealers in the country in which the agreement was signed.

b) The customer has the right to choose any authorized dealer within the country for carrying out the Volvo Genuine Service.

c) The dealer will perform its obligations during its normal business hours and within reasonable time from the time in which the customer has notified a service need and made an appointment by telephone or correspondence with the dealer.

7. Transferring the agreement

If the customer sells or otherwise transfers the vehicle to a new owner, the agreement follows the vehicle. Any remaining service occasion in this agreement can be used by the new owner according to herein specified conditions.

8. Disclaimer

This agreement does not include any obligation of the dealer or Volvo Cars to reimburse the customer in any way for costs, loss of income, loss of time or other damage, caused by the customer turning the vehicle over to the dealer or caused by the customer being unable to use the vehicle during the time it has been in the care of the dealer for agreed scheduled maintenance.

However, this does not infer any limitation of the customer’s right to request compensation or other penalties due to faults or delays in the service according to mandatory legal provisions.

9. Applicable Law and Disputes

Regarding disputes concerning the interpretation or application of this agreement, the parties shall seek to resolve these by mutual agreement. Consumers can turn to the municipal consumer, government or seek help to determine the case at the Consumer Complaints Board. The contract is governed by National Law and any disputes arising here will be dealt by the territorial competent National Court.