

# TERMS AND CONDITIONS

## HUSQVARNA CARE™ WARRANTY PLUS



### 1. Husqvarna Standard Warranty

When purchasing a Husqvarna Product the Purchaser will get access to Husqvarna's Standard Warranty ("Standard Warranty"), providing a manufacturer's warranty of [two (2) years] for Consumers or [one (1) year] for Professionals. Husqvarna's Standard Warranty Conditions are available in full at [\[ONLINE ADDRESS\]](#).

### 2. Husqvarna Care™ Warranty Plus - terms and conditions

These terms and conditions ("Warranty Plus Conditions"), shall regulate the rights and obligations between Husqvarna and the Purchaser related to the purchase of Warranty Plus applicable to a specified Husqvarna Product.

### 3. Definitions

For the purpose of these Warranty Plus Conditions the below listed definitions shall have the following meaning:

"Consumer" means any natural person who purchases a product for private use and ownership.

"Reseller" means a reseller authorized by Husqvarna.

"Warranty Plus" means the extended warranty as defined in Section 4 (Scope of Warranty Plus) which Husqvarna grants to the Purchaser in accordance with the terms and conditions in this document.

"Warranty Plus Conditions" means these terms and conditions including the documents incorporated herein by reference.

"Warranty Plus Period" means the time period as stated in Section 5 (Warranty Period).

"Husqvarna Product" means the relevant Husqvarna product which the Purchaser has bought together with Warranty Plus.

"Professional" means non-Consumers.

"Purchaser" means a Consumer or a Professional who purchases a Husqvarna Product.

"Standard Warranty" means the standard warranty as defined in Section 1 (Husqvarna Standard Warranty).

"Standard Warranty Conditions" means the terms and conditions applicable to the Standard Warranty as referred to in Section 1 (Husqvarna Standard Warranty).

### 4. Scope of Warranty Plus

By purchasing Warranty Plus together with a Husqvarna Product, the applicable Husqvarna Product is warranted in accordance with the terms of the Standard Warranty for an extended period of time (as stated in Section 5 Warranty Period), subject to the terms and conditions set forth in these Warranty Plus Conditions.

Warranty Plus means that Husqvarna, for the time period stated in Section 5 (Warranty Period), will repair or replace, at its discretion, a defective Husqvarna product or part of Husqvarna product covered by Warranty Plus free of charge subject to (i) these Warranty

Plus Conditions, (ii) Purchaser's fulfillment of the requirements set out in these Warranty Plus Conditions; and (iii) the limitations and exclusions set out in the Standard Warranty Conditions.

Warranty Plus can be bought from, as offered from time to time, Husqvarna or an authorized Husqvarna Reseller, [by a Consumer or Professional] who purchases a new Husqvarna Product for which Warranty Plus is offered.

### 5. Warranty Period

By purchasing Warranty Plus, the applicable Husqvarna Product is warranted for the time period stated in this Section 5 (Warranty period). The warranty period for Warranty Plus commences when the Standard Warranty period ends. The Warranty Plus period for the Husqvarna Product subject to these Warranty Plus Conditions are listed in the table below.

#### Extended Warranty Period

Type of Husqvarna Product	Consumer	Professional
Husqvarna Automower®	3 years	2 years
BLi Batteries	3 years	2 years
Petrol Chainsaws	1 year	1 year
Petrol Lawn Mower	1 year	Not applicable

In addition, the following limitations shall apply:

a) for BLi Batteries: Only the BLi Batteries as such are subject to Warranty Plus. The product into which the battery is incorporated is not subject to Warranty Plus.

b) For the avoidance of doubt; all limitations in Standard Warranty Conditions such as, but not limited to, exclusions of consumables from warranty shall apply to Warranty Plus.

### 6. Warranty requirements and limitations

Husqvarna's warranty undertaking is subject to, and shall only comprise what as stated in the Standard Warranty Conditions and these Warranty Plus Conditions. Husqvarna's warranty undertakings are also conditional upon Purchaser's fulfillment of its obligations under these Warranty Plus Conditions and the Standard Warranty Conditions.

In addition to what is otherwise stated in these Warranty Plus Conditions and the Standard Warranty Conditions, the following requirements shall be fulfilled by the Purchaser and shall constitute a prerequisite for the Purchaser to be entitled to make any warranty claims. If the Purchaser has not fulfilled these requirements, the Warranty Plus shall be void.

a) The Purchaser shall purchase Warranty Plus for the applicable Husqvarna Product within one (1) year from the purchase of the new Husqvarna Product;

b) From the date of purchase, i.e. including both the warranty

period of the Standard Warranty and the Warranty Plus Period, the Purchaser must comply with and operate the Husqvarna Product in accordance with what is stipulated in the Husqvarna Product's operator's manual;

c) The Purchaser shall service the Husqvarna Product annually starting from the date of purchase. Such service shall be performed by a Husqvarna authorized service provider for the applicable Husqvarna product within the EEA or Switzerland;

d) The Husqvarna Product shall be registered in Husqvarna Product registration system prior to the date of purchase of Warranty Plus;

e) The Husqvarna Product must have a proven service history; and

f) In case of robotic mowers, installation shall have been performed by an authorized Husqvarna Reseller.

If the Purchaser has not fulfilled the requirements in this Section 6 (Warranty requirements and limitations) Warranty Plus shall be void. For the avoidance of doubt, the Purchaser is not entitled to a refund of the price paid for Warranty Plus.

## **7. Warranty claim**

Warranty claims during the Warranty Plus Period shall be made to the Reseller from whom the Husqvarna Product was purchased or at a Husqvarna authorized service provider for the applicable

Husqvarna product within the EEA or Switzerland.

Such notification has to be made within reasonable time after the discovery of the defect.

Husqvarna's liability is limited to repair or replacement of the applicable Husqvarna Product. What is stated in these Warranty Plus Conditions shall constitute the sole and exclusive remedy for warranty claims. The Purchaser shall not be entitled to any other remedies or damages. For the avoidance of doubt, Husqvarna shall not be responsible for any kind of direct or indirect damages.

## **8. Price and means of payment of Warranty Plus**

The Purchaser agrees to timely pay for Warranty Plus according to applicable pricelist. Warranty Plus shall only be valid if the Purchaser has paid for the Warranty Plus.

## **9. Personal data**

In conjunction with the registration of the warranted Husqvarna Product, Husqvarna Group will process the Purchaser's personal data. Husqvarna Group's processing of personal data will be handled in accordance with the Husqvarna Privacy Policy available at [\[ONLINE ADDRESS\]](#).

These Warranty Plus Conditions do not in any way affect the rights given to the Purchaser by applicable mandatory law.