

# 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 years for Consumers or one year for Professionals. Husqvarna's Standard Warranty Conditions are available in full at Husqvarna UK, Preston Road, Newton Aycliffe DL5 6UP

### 2. Husqvarna Extended Warranty - terms and conditions

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

### 3. Definitions

For the purpose of these Extended Warranty 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 authorised by Husqvarna.

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

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

"Extended Warranty 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 the Extended Warranty.

"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 Error! Reference source not found. (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 Extended Warranty

By purchasing the Husqvarna Extended Warranty 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 Extended Warranty Conditions.

The Extended Warranty warrants 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 this Extended Warranty free of charge subject to (i) these Extended Warranty Conditions, (ii) Purchaser's fulfillment of the requirements set out in these Extended Warranty Conditions; and (iii) the limitations and exclusions set out in the Standard Warranty Conditions.

The Extended Warranty can be bought from, as offered from time to time, Husqvarna or an authorised Husqvarna Reseller, by a Consumer or Professional who purchases a new Husqvarna Product for which the Extended Warranty is offered.

### 5. Warranty Period

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

**Extended Warranty Period**

| Type of Husqvarna Product | Consumer | Professional   |
|---------------------------|----------|----------------|
| Husqvarna Automower®      | 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 the avoidance of doubt; all limitations in Standard Warranty Conditions such as, but not limited to, exclusions of consumables from warranty shall apply to this Extended Warranty.

### 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 Extended Warranty Conditions. Husqvarna's warranty undertakings are also conditional upon Purchaser's fulfillment of its obligations under these Extended Warranty Conditions and the Standard Warranty Conditions.

In addition to what is otherwise stated in these Extended Warranty 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 Extended Warranty shall be void.

a) The Purchaser shall purchase the Extended Warranty 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 Extended Warranty Period, the Purchaser must comply with and operate the Husqvarna Product in accordance with what is stipulated in the 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 authorised service provider for the applicable Husqvarna product within the UK, EEA or Switzerland.

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

e) The Husqvarna Product must have a proven service history.

f) For Husqvarna Automower®: Installation must be performed by an authorised Husqvarna dealer.

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

## **7. Warranty claim**

Warranty claims during the Extended Warranty Period shall be made to the Reseller from whom the Husqvarna Product was purchased or at a Husqvarna authorised service provider for the applicable Husqvarna product within the UK, 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 Extended Warranty 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 the Extended Warranty**

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

## **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 Husqvarna UK, Preston Road, Newton Aycliffe DL5 6UP

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