

# TERMS AND CONDITIONS

## MAINTENANCE AND REPAIR SERVICES



These terms and conditions for maintenance and repair services (the "Terms") shall apply to any provision by Husqvarna of the maintenance ("Maintenance") and repair ("Repairs") services listed in Appendix 1 hereto (the "Maintenance and Repair Services").

The Maintenance and Repair Services hereunder only apply to new Husqvarna equipment that the Customer owns or otherwise has legal control over. Such Maintenance and Repair Services are add-on services to the standard warranty policy offered by Husqvarna for each Equipment from time to time. The Husqvarna equipment being listed in the List of Equipment in the Order Confirmation (the "Equipment"), shall be subject to the Maintenance and Repair Services, subject to the conditions of the Terms.

### 1. Maintenance and Repair Services

1.1 In consideration of and subject to the Customer (i) paying Husqvarna the Maintenance and Repair Services fees in accordance with Section 2 below and (ii) otherwise complying with the Terms, Husqvarna shall provide the Maintenance and Repair Services in respect of each respective Equipment in accordance with below terms.

1.2 All Maintenance and Repair Services shall be performed by a specifically assigned Husqvarna authorised reseller ("Reseller") authorised to sell the Equipment.

1.3 The Customer and the Reseller shall mutually in advance agree upon and schedule the time for performing Maintenance of the Equipment.

1.4 Maintenance and Repairs shall be made within ten (10) Business Days (excluding weekends and public holidays "Business days") from the day the Equipment arrives to the Reseller, excluding shipping time for return shipment to Customer (i.e. within such time period the Equipment shall be ready for pick-up at the Resellers place). If such Customer is a company and turns to a Husqvarna PRO Reseller for Maintenance and/or Repairs, the turnaround-time shall be two (2) Business Days from the Equipment arriving to the Reseller, excluding shipping time for return shipment to Customer. If Husqvarna deems it not possible to meet such turnaround-time due to reasons for which Husqvarna is responsible, a loaner equipment having corresponding function as the applicable Equipment being subject to the Maintenance and Repair Services, shall be provided to the Customer by the Reseller free-of-charge.

### 2. Maintenance and Repair Services fee

2.1 In consideration of above Maintenance and Repair Services, the Customer agrees to:

(a) pay Husqvarna Maintenance and Repair Service fees in accordance with what is agreed in the Order Confirmation. Invoices for such fees, itemizing all goods and services billed, shall be issued by Husqvarna to the Customer. The Customer shall pay the invoice within thirty (30) days from the invoicing date. If the Customer shall pay with credit/debit card, the Customer confirms and agrees that (i) the Customer is authorised to use the credit/debit card for the payment; (ii) such card is valid; (iii) such card has sufficient funds (iv) Husqvarna is entitled to charge such card in accordance with what is stipulated in these Terms; and

(b) pay Husqvarna for each repair and/or maintenance made on behalf of Husqvarna by a Reseller, but not covered by the scope of the Maintenance and Repair Services (due to the conditions listed in Section 3 below or otherwise). Prior to performing any such repair or maintenance service outside of the Maintenance and Service undertaking, the Reseller shall obtain the Customer's prior written approval.

2.2 Any late payments shall be subject to late payment interest as provided by local law. If the Customer has not paid the Maintenance and Repair Services fee, in addition to other rights, Husqvarna has the right to suspend the provision of the Maintenance and Repairs Services.

### 3. Conditions for Maintenance and Repair Services

3.1 Husqvarna's maintenance and repair obligations under these Terms are always conditional upon the following conditions being met by the Customer:

- (a) Equipment is newly purchased Husqvarna equipment;
- (b) The Customer has, at all times, used and handled the Equipment according to the Equipment's operator's manual (as issued by Husqvarna from time to time) or other written instructions issued by Husqvarna (as issued from time to time), as determined by Husqvarna (by the Reseller on Husqvarna's behalf) in its reasonable opinion upon inspection of the Equipment;
- (c) The Customer has all times handled the Equipment with care;
- (d) The Equipment has not been subject to any negligent handling and/or maintenance;
- (e) The Equipment has undergone scheduled Equipment maintenance and inspections, as stipulated in the Equipment's operator's manual (as issued by Husqvarna from time to time);
- (f) In the event a repair is required, usage of the Equipment has immediately ceased and the Customer has without undue delay returned the Equipment to the Reseller;
- (g) The Customer has paid all due fees in accordance with Section 2 above;
- (h) In case of robotic mowers, the installation has been performed by an authorised Husqvarna reseller; and

(i) The Equipment has not been subject to, or part of a rental service.

3.2 Husqvarna's Maintenance and Repair Service under these Terms does not include the following:

- (a) Accessories to the Equipment;
- (b) Equipment or parts listed in Appendix 1 as excluded;
- (c) Installation work of robotic mowers;
- (d) Consumables, including but not limited to, fuel, knives, cutting equipment and tires;
- (e) Starter batteries; and
- (f) Defects, maintenance and/or repair arising from (i) use and/or installation of the Equipment in combination with appliances/products for which the Equipment was not intended; and (ii) the Equipment being subject to accidents, abuse, misuse, negligence, tampering, alteration, modification, willful damage or other circumstances that are attributable to the owner or operator.

3.3 The Customer is not entitled to transfer the Maintenance and Repair Services under these Terms to a third party.

#### **4. Term**

4.1 Subject to the conditions of the Terms, the Maintenance and Repair Services shall be provided for the Equipment during the term specified in the Order Confirmation.

#### **5. Early Termination**

5.1 Notwithstanding anything to the contrary in these Terms, Husqvarna may terminate the Maintenance and Repair Services immediately by written notice to Customer upon any of the following events: (i) Customer's material breach of Terms; (ii) Customer being subject to voluntary liquidation or financial reconstruction or bankruptcy filing, a petition for bankruptcy, or if the Customer is otherwise unable to pay its debts; (iii) the Equipment being deemed stolen or non-usable (as determined in Husqvarna's reasonable opinion upon inspection of the Equipment); or (iv) Husqvarna deems that a repair or maintenance in accordance with Section 2.1 b is necessary for the functioning of the Equipment, but the Customer does not agree to such repair or maintenance and/or to bear such cost. The following shall, including but not limited to, always be considered to constitute a material breach of the Terms by the Customer: (i) use of the Equipment does not comply with the Equipment's operator's manual; (ii) establishment of negligent use of the Equipment (as determined in Husqvarna's reasonable opinion upon inspection of the Equipment); and (iii) non-payment by the Customer of any maintenance and repair fees.

#### **6. Force Majeure**

6.1 Husqvarna will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms relating to events outside its reasonable control such as acts of God, fire, flood, severe weather, pandemics, explosions, war (whether declared or not), acts of terrorism, industrial disputes (whether or not involving its employees), or acts of local or central

government or of any other competent authorities, as well as other force majeure events pursuant to applicable law.

#### **7. Liability**

7.1 Husqvarna's total liability under these Terms shall be limited to the price paid by the Customer to Husqvarna for the Maintenance and Repair Service related to the individual product. Husqvarna shall have no liability for indirect, special, incidental, or consequential damages.

7.2 The limitation of liability in Section 7.1 shall not apply in case of fraud, gross negligence or willful misconduct on the part of Husqvarna and Husqvarna does not in any way limit its liability for death or personal injury under mandatory applicable law. Additionally, nothing in these Terms shall in any way exclude the statutory rights for consumers.

7.3 For the avoidance of doubt, Husqvarna assumes no liability for claims caused by (a) non-intended use or handling of the Equipment, (b) use and installation in combination with appliances/products for which the Equipment was not intended, or (c) improper installation.

#### **8. Personal data**

8.1 Personal data is processed in accordance with Husqvarna's External Privacy Notice <https://privacyportal.husqvarnagroup.com/int/privacy-notice/>.

#### **9. Consumer rights**

9.1 Nothing in these Terms shall in any way exclude statutory rights a consumer may have.

9.2 Consumer protection law may give the Customer the right to withdraw from the acceptance of these Terms during a certain timeframe. Such timeframe is fourteen (14) days from acceptance or as otherwise provided by mandatory applicable law. To exercise the right of withdrawal, the Customer shall inform Husqvarna of its decision to withdraw by notifying Husqvarna in writing no later than the 14th day. The Customer may use the form available at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). If the Customer has made any payments, these will promptly, at the latest within fourteen (14) days from receipt of notice of withdrawal, be repaid by Husqvarna. If a Reseller or Husqvarna has performed any Maintenance and Repair Service of the Equipment, Husqvarna may deduct the value of such services from any reimbursement or refund made to the Customer.

9.3 As a consumer, the Customer may have certain rights if the Maintenance and Repair Service is not delivered in accordance with the Terms. Those rights are not affected by the limitations in these Terms. If the Customer wants to exercise its consumer rights, the Customer shall contact Husqvarna via the contact information provided in Section 10.

## 10. Contact information

10.1 The Customer may contact Husqvarna via email [consumer.support@husqvarna.co.uk](mailto:consumer.support@husqvarna.co.uk) or phone 0344 225 1540. The Customer may find Resellers at [www.husqvarna.com/uk/](http://www.husqvarna.com/uk/). Husqvarna's visiting address is Husqvarna UK, Preston Road, Newton Aycliffe DL5 6UP.

## 11. Miscellaneous

11.1 Husqvarna may subcontract and/or transfer its rights and obligations under these Terms without the Customer's prior written approval, however any such transfer shall not affect neither the Customers' nor Husqvarna's rights and obligations under these Terms.

11.2 These Terms together with the appendices and the Order Confirmation constitute the entire agreement between the Customer and Husqvarna relating to the Maintenance and Repair Services and supersedes all prior oral or written communications with respect to the subject matter hereof. If any provision in these Terms is held to be void, invalid or unenforceable or illegal, the other provisions shall continue in full force and effect.

## APPENDIX 1

### MAINTENANCE SERVICES AND DURATION

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#### Maintenance and Repair Services

The following maintenance and repair services are included in the scope of the Maintenance and Repair Service undertaking:

(i) Yearly inspection of the Equipment, or if more frequent inspections are provided for in the Equipment's Commercial Maintenance Plan (as issued by Husqvarna from time to time), in accordance with such stipulated frequency. Husqvarna may at any time during the contract period change maintenance intervals for the Maintenance and Repair Services to reflect best practice routines;

(ii) Scheduled maintenance, as stipulated in the Equipment's Commercial Maintenance Plan (as issued by Husqvarna from time to time). Husqvarna may at any time during the contract period change maintenance intervals to reflect best practice routines;

## 12. Governing law and Arbitration

12.1 The Maintenance and Repair Services and these Terms shall be governed and construed in accordance with the substantive laws of the country in which the Husqvarna party hereto is incorporated. It is explicitly agreed that the United Nations Convention on the International Sale of Goods shall not apply to the transactions contemplated hereby. Notwithstanding the above, if the Customer is a consumer, these Terms are governed by the laws of the jurisdiction where the Customer are a resident, without regard to its conflict of law principles.

12.2 Any dispute arising out of or in connection with the Maintenance and Repair Services or these Terms shall be finally settled without recourse to the courts according to the arbitration rules of the International Chamber of Commerce. The proceedings shall be conducted in the English language in the city where the Husqvarna party hereto is located. Notwithstanding the above, if the Customer is a consumer, any dispute arising out of or in connection with the Maintenance and Repair Service or these Terms shall be finally settled by the courts of the jurisdiction where the consumer is a resident. Disputes may also be referred to [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

(iii) Emergency repairs in case of unexpected breakdown of the Equipment (subject to the Terms (including but not limited to its Section 3));

The maintenance and repair services listed in (i)–(ii) above shall include labor and the provision of certain service parts and wear and tear parts as specified in the Commercial Maintenance Plan. The following parts are not included (the list is non-exhaustive) in the Maintenance and Repair Service undertaking. (a) fuel, (b) knives and other cutting equipment including but not limited to knives and blades to robotic mowers, brushcutters, lawnmowers, (c) tires and (d) starter batteries.