

**FSA**

Volvo Construction Equipment



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# **EW240E MATERIAL HANDLER**

Volvo Excavators 28. t / 57,320 lb 173 hp



### Comfort Drive Control

Control the machine using only the joystick. As an option, you can order the machine without the steering column.

### Volvo boom and arm

For enhanced stability, the boom cylinder dampening minimizes shaking and holds the grapple in place.

### Built for the job

Designed and tested in the toughest conditions, the machine is built with a powerful Volvo D6 engine and load sensing hydraulics.

### Power up, fuel down

Auto idle and optional auto engine shut down turn on automatically to reduce fuel consumption and machine wear.

### Factory-installed auxiliary lines

Unlock machine potential with factory-installed auxiliary circuits to power your grapples.

## CONFIGURED YOUR WAY

Choose from an array of options including one-piece single window, Volvo Smart View and gooseneck arm or sorting/grab arm.

### Smooth control

The specifically designed joystick and soft swing braking system work in harmony, for improved accuracy in simultaneous operations.

### Made in Germany

Designed, made and tested in Germany, the EW240E Material Handler is perfect for use anywhere in the world.

### Versatility

Maximize your machine's productivity with a range of sorting grabs or orange peel grapples.



# Made for material handling

## OPERATORS CHOICE

Integrate your joysticks with some additional functions, giving you the ability to raise the cab and move the outriggers from one control.

### Service made easy

For fast maintenance, greasing points are grouped together and all filters are located behind the engine door.

### Easier machine access/egress

Get in and out of the cab safely thanks to newly added steps on the outriggers.



# Volvo EW240E Material Handler in detail

## Engine

Volvo Construction Equipment is ready to comply with the tough new EU Stage IV and US (EPA) Tier 4 Final legislation for off-road vehicles with the introduction of a cascade of innovations in its new generation engines with Volvo Advanced combustion technology (V-ACT). Volvo machines are equipped with in-line turbo charged diesel engine with high pressure common rail system. The engine features a externally cooled exhaust gas re-circulation (E-EGR), a Diesel Particulate Filter (DPF) and a Selective Catalytic Reduction(SCR) with AdBlue®/Diesel exhaust fluid (DEF).

Engine	Volvo	Volvo D6J
Max. power at	r/min (r/s)	1,800 (30)
Net (ISO9249/SAEJ1349)	kW (hp)	126 (167)
Gross (ISO 14396/SAE J1995)	kW (hp)	129 (173)
Max. torque	Nm (ft lbf)	850 (627)
at engine speed	r/min (r/s)	1,350 (22.5)
No. of cylinders		6
Displacement	l (in³)	5.7 (348)
Bore	mm (in)	98 (3.9)
Stroke	mm (in)	126 (5)

## Electrical system

Voltage	V	24
Batteries	V	2 x 12
Battery capacity	Ah	2 x 140
Alternator	V/Ah	28 / 120

## Swing system

The superstructure is slewed by the means of a axial motor with reduction gear box. Automatic slew holding brake and anti-rebound valve are standard.

Max. slew speed	r/min	8
Max. slew torque	kNm (ft lbf)	54 (39,828)

## Undercarriage

Oscillating	± °	4.5
Twin wheels	type	10-20 or 11-20
Tractive force (net)	kN (lbf)	121 (27,202)
Travel speed, off road	km/h (mi/h)	20 (12.4)
Travel speed, creep	km/h (mi/h)	3.2 (2)
Min. turning radius	m (ft)	8.1 (26.6)
Travel speeds may depend on to local regulations		

## Cab

Refrigerant of the type R134a is used when this machine is equipped with air conditioning. Contains fluorinated greenhouse gas R134a, Global Warming Potential 1.430 t CO2-eq.

## Sound Level

Sound level in cab according to ISO 6396		
LpA	dB(A)	67
External sound level according to ISO 6395 and EU Noise Directive 2000/14/EC		
LwA (standard)	dB(A)	101
LwA (tropical)	dB(A)	102

## Brake system

Service brakes: servo-hydraulically manoeuvred self-adjusting wet multidiscs with two separate brake circuits.  
Parking brake: negative wet disc in gear housing, spring applied and pressure released.  
Digging brake: service brake with mechanical lock system.  
Security system: The 2-circuit travel brakes are supplied with two accumulators in the event of failure in the service brake system.

## Hydraulic system

Closed-centre load sensing hydraulic system with pressure compensated valves. Load independence of movements. Flow sharing feature, combined with a high flow pump (power regulation). The system gives superior manoeuvrability and fast movements, for optimal working result and economy.  
The following working modes are included in the system:  
Parking mode (P): Parking position for optimal safety.  
Travel mode (T): Engine speed is controlled by travel pedal stroke for low fuel consumption and noise.  
Working mode (W): Full working flow with adjustable engine rpm for normal working and best speed utilisation.  
Customer mode (C): Operator can set proper oil flow in accordance with job conditions.  
Power Boost: All digging and lifting forces are increased.

### Main pump (type low noise axial piston pump)

Max. flow	l/min (gal/min)	375 (99)
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### Brake + steering pump (type low noise gear pump)

Max. flow	l/min (gal/min)	48 (12.7)
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### Servo pump (type low noise gear pump)

Max. flow	l/min (gal/min)	15 (4)
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### Relief valve setting pressure

Implement	MPa (psi)	35 (5,076)
Travel system	MPa (psi)	35 (5,076)
Slew system	MPa (psi)	23 (3,336)
Pilot system	MPa (psi)	3.5 (508)

## Total Machine Weights

With straight boom, with gooseneck arm 5 m / 16.4 ft, with solideal twin tyres 10-20, with grapple 600 l / 0.78 yd³ (1,600 kg / 3,527 lb)

With front and rear outriggers	kg (lb)	26,000 (57,320)
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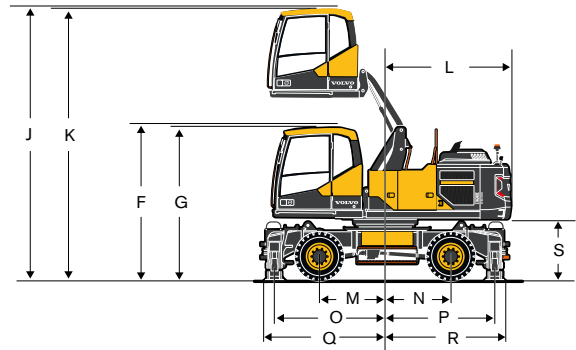
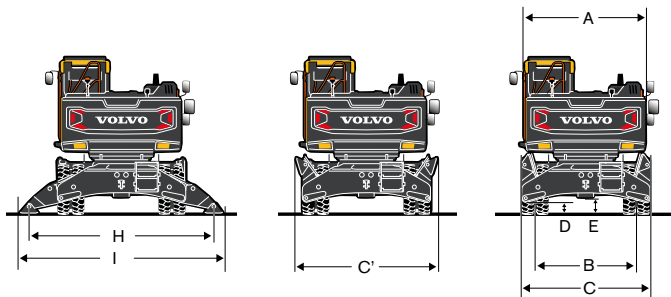
With straight boom, with sorting arm 4 m / 13.1 ft, with solideal twin tyres 10-20, with sorting grap with Quick coupler (1,500 kg / 3,307 kg)

With front and rear outriggers	kg (lb)	25,900 (57,100)
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## Service Refill

Fuel tank	l (gal)	290 (76.6)
DEF/AdBlue® tank	l (gal)	25 (6.6)
Hydraulic system, total	l (gal)	340 (89.8)
Hydraulic tank	l (gal)	170 (44.9)
Engine oil	l (gal)	25 (6.6)
Engine coolant	l (gal)	33 (8.7)
Swing reduction unit	l (gal)	7 (1.85)
Transmission	l (gal)	2.5 (0.66)
<b>Axle differential:</b>		
Front axle	l (gal)	16 (4.23)
Rear axle	l (gal)	20 (5.28)

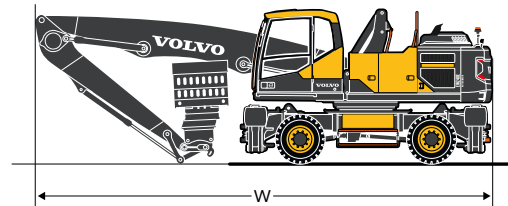
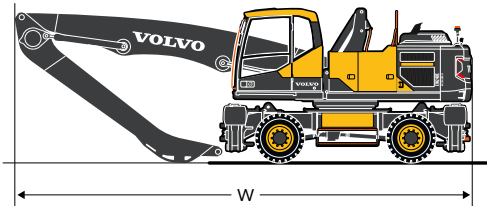
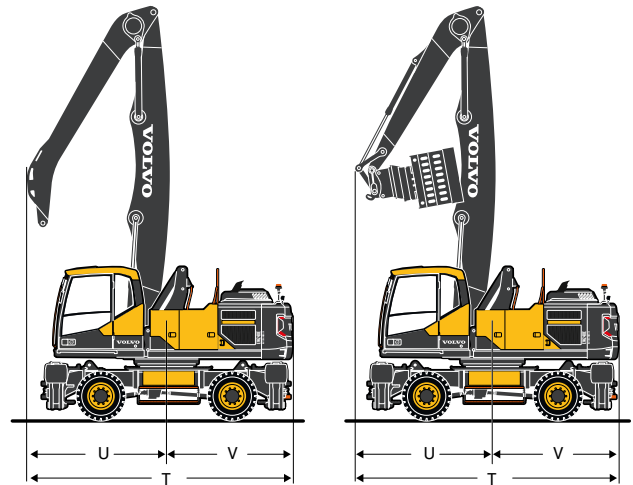
# Specifications



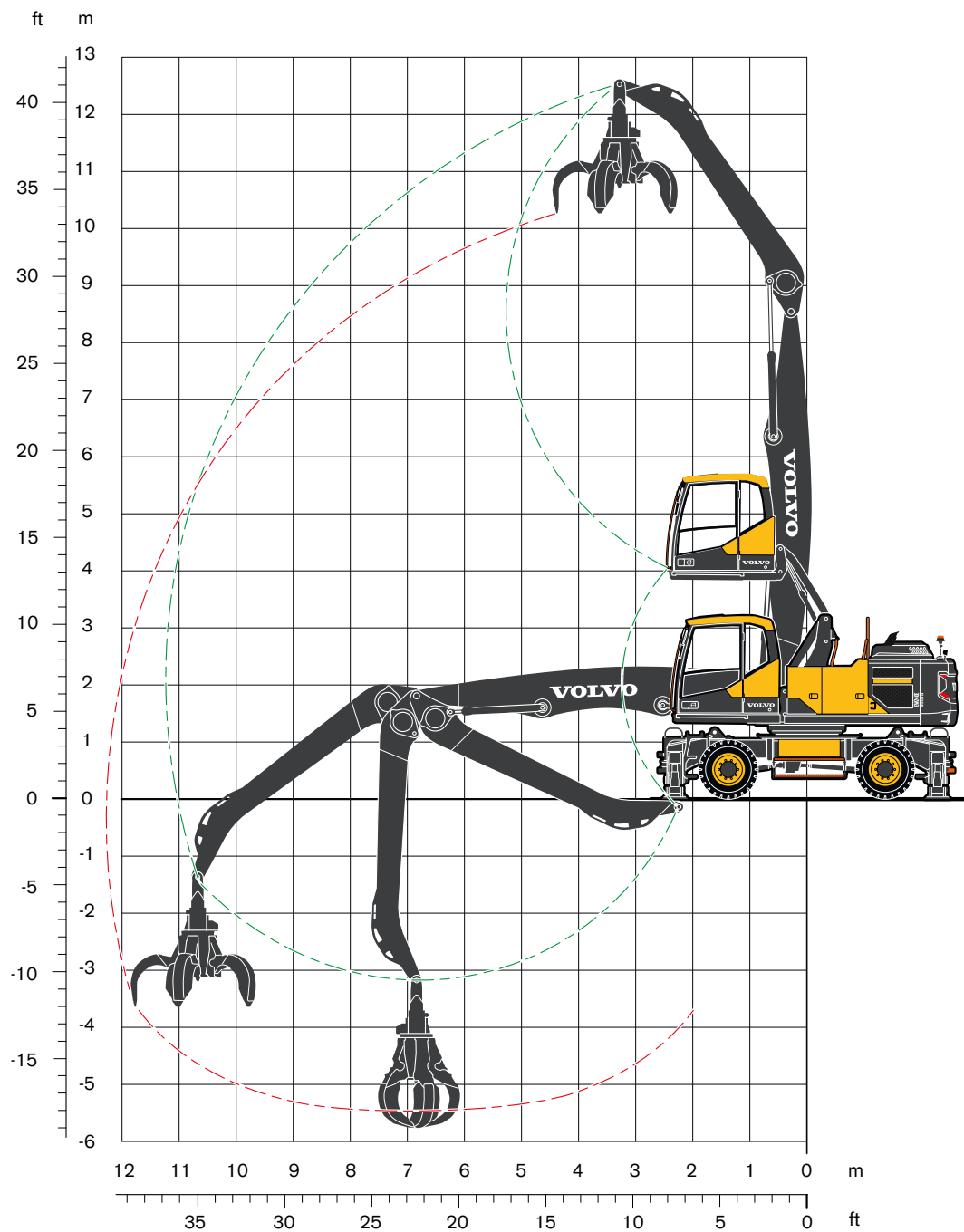
## DIMENSIONS

A	mm	ft in	2,540	8'4"
B	mm	ft in	2,114	6'11"
C	mm	ft in	2,700	8'10"
C'	mm	ft in	2,950	9'8"
D	mm	ft in	250	0'10"
E	mm	ft in	351	1'2"
F (with FOPS)	mm	ft in	3,274	10'9"
G	mm	ft in	3,224	10'7"
H	mm	ft in	3,862	12'8"
I	mm	ft in	4,257	13'12"
J (with FOPS)	mm	ft in	5,773	18'11"
K	mm	ft in	5,723	18'9"
L	mm	ft in	2,624	8'7"
M	mm	ft in	1,375	4'6"
N	mm	ft in	1,375	4'6"
O	mm	ft in	2,310	7'7"
P	mm	ft in	2,290	7'6"
Q	mm	ft in	2,536	8'4"
R	mm	ft in	2,515	8'3"
S	mm	ft in	1,310	4'4"

			Straight boom 6.5 m (21'4")			
			Gooseneck arm 5.0 m (16'5")		Sorting arm 4.0 m (13'1")	
T	mm	ft in	5,434	17'10"	5,481	17'12"
U	mm	ft in	2,810	9'3"	2,857	9'4"
V	mm	ft in	2,624	8'7"	2,624	8'7"
W	mm	ft in	9,527	31'3"	9,526	31'3"



# Specifications



## ORANGE PEEL GRAPPLE/POLY GRAB

With poly grapple on gooseneck arm				
Width (closed)	mm	ft in	1,520	4'12"
Opening width	mm	ft in	2,130	6'12"
Height (closed)	mm	ft in	1,980	6'6"
Volume	l	gal	600	158

## Recommended attachments

### ORANGE PEEL GRAPPLE/POLY GRAB

Lifting capacity at maximum reach with support down according ISO 10567: 3,400 kg (7,500 lb)

Grapple suspension, weight: 120 kg (265 lb)

Volume		Weight (grapple only)		Max. load capacity		Weight including H-Suspension		Maximum material density	
l	gal	kg	lb	kg	lb	kg	lb	t/m³	lb/yd³
450	119	980	2,161	7,000	15,432	1,100	2,425	5.0	8,427
600*	158*	1,580*	3,483*	7,000*	15,432*	1,700*	3,748*	2.8*	4,720*
800	211	1,580	3,483	7,000	15,432	1,700	3,748	2.1	3,540

Note: The sizes and weights marked with an asterisk (\*) are recommended.

## LIFTING CAPACITY EW240E MATERIAL HANDLER

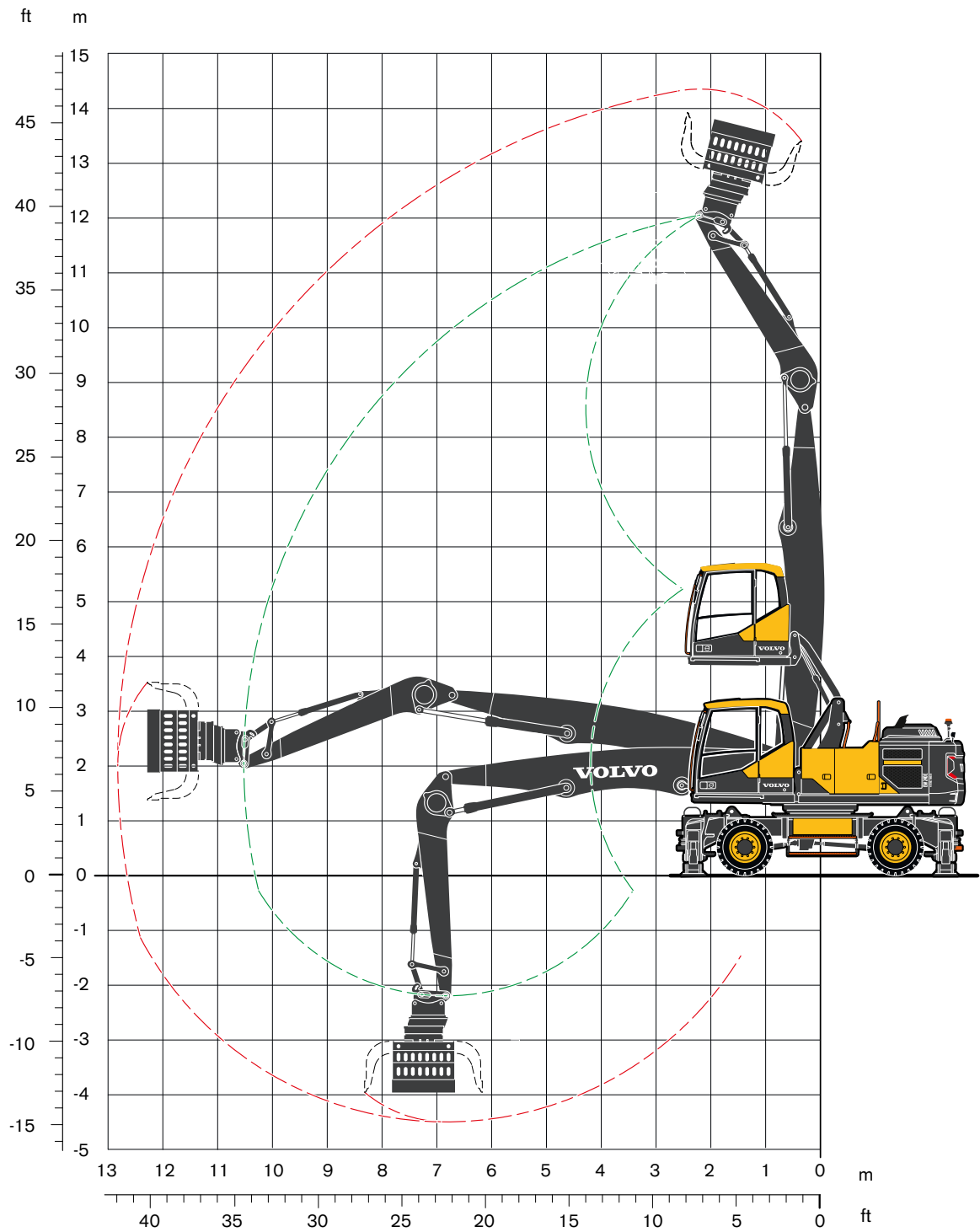
At the arm end without grapple. For lifting capacity including grapple, simply subtract actual weight of this part from the following values.

With heavy counterweight. Unit: ● 1 000 kg / ■ 1 000 lb

Notes: 1. Working pressure = 35 MPa (5,080 psi) . 2. The above values are in compliance with ISO standard 10 567. They do not exceed 87 % of hydraulic lifting capacity or 75 % of tipping load, with the machine on firm, level ground. 3. Load capacities marked with an asterisk (\*) are limited by machine's hydraulic lifting capacity rather than tipping load.

	Lifting point		Reach from machine centre (u = support up/d = support down)																	
			3.0 m, 10 ft				4.5 m, 15ft				6.0 m, 20 ft									
			Across UC		Along UC		Across UC		Along UC		Across UC		Along UC							
			u	d	u	d	u	d	u	d	u	d	u	d						
Straight boom 6.5 m (21'4") Gooseneck arm 5.0 m (16'5") Front and rear outriggers	12.0 m	●	-	-	-	-	6.8*	6.8*	6.8*	6.8*	-	-	-	-						
	40 ft	■	-	-	-	-	15.0*	15.0*	15.0*	15.0*	-	-	-	-						
	10.5 m	●	-	-	-	-	-	-	-	-	5.0	6.3*	6.3*	6.3*						
	35 ft	■	-	-	-	-	-	-	-	-	11.0	13.9*	13.9*	13.9*						
	9.0 m	●	-	-	-	-	-	-	-	-	5.1	6.0	6.0	6.0						
	30 ft	■	-	-	-	-	-	-	-	-	11.2	13.2	13.2	13.2						
	7.5 m	●	-	-	-	-	-	-	-	-	5.0	6.1	6.1	6.1						
	25 ft	■	-	-	-	-	-	-	-	-	11.0	13.4	13.4	13.4						
	6.0 m	●	-	-	-	-	-	-	-	-	4.9	6.4	6.4	6.4						
	20 ft	■	-	-	-	-	-	-	-	-	10.8	14.1	14.1	14.1						
	4.5 m	●	-	-	-	-	7.2	8.7	8.7	8.7	4.6	7.0	6.2	7.0						
	15 ft	■	-	-	-	-	15.9	19.2	19.2	19.2	10.1	15.4	13.7	15.4						
	3.0 m	●	-	-	-	-	6.4	10.1	9.0	10.1	4.3	7.7	5.9	7.7						
	10 ft	■	-	-	-	-	14.1	22.3	19.8	22.3	9.5	17.0	13.0	17.0						
	1.5 m	●	-	-	-	-	5.8	11.3	8.3	11.3	3.9	8.2	5.5	8.2						
	5 ft	■	-	-	-	-	12.8	24.9	18.3	24.9	8.6	18.1	12.1	18.1						
	0.0 m	●	3.4	3.4	3.4	3.4	5.3	10.4	7.8	10.4	3.7	8.2	5.2	8.3						
	0 ft	■	7.5	7.5	7.5	7.5	11.7	22.9	17.2	22.9	8.2	18.1	11.5	18.3						
	-1.5 m	●	-	-	-	-	5.1	9.1	7.6	9.1	3.5	7.9	5.1	7.9						
	-5 ft	■	-	-	-	-	11.2	20.1	16.8	20.1	7.7	17.4	11.2	17.4						
	-3.0 m	●	-	-	-	-	-	-	-	-	3.5	6.8	5.0	6.8						
	-10 ft	■	-	-	-	-	-	-	-	-	7.7	15.0	11.0	15.0						
				7.5 m, 25 ft				9.0 m, 30 ft				10.5 m, 35 ft				Max.				
				Across UC		Along UC		Across UC		Along UC		Across UC		Along UC		Across UC		Along UC		Max.
		m		u	d	u	d	u	d	u	d	u	d	u	d	u	d	u	d	m
		12.0 m	●	-	-	-	-	-	-	-	-	-	-	-	-	6.4*	6.4*	6.4*	6.4*	4.7
		40 ft	■	-	-	-	-	-	-	-	-	-	-	-	-	14.1*	14.1*	14.1*	14.1*	10.4
		10.5 m	●	-	-	-	-	-	-	-	-	-	-	-	-	3.7	5.2*	4.9	5.2*	7.2
	35 ft	■	-	-	-	-	-	-	-	-	-	-	-	-	8.2	11.5*	10.8	11.5*	15.9	
	9.0 m	●	3.5	5.5	4.7	5.5	-	-	-	-	-	-	-	-	2.7	4.7	3.6	4.7	8.7	
	30 ft	■	7.7	12.1	10.4	12.1	-	-	-	-	-	-	-	-	6.0	10.4	7.9	10.4	19.2	
	7.5 m	●	3.5	5.5	4.7	5.5	2.6	5.0	3.4	5.0	-	-	-	-	2.2	4.4	3.0	4.5	9.8	
	25 ft	■	7.7	12.1	10.4	12.1	5.7	11.0	7.5	11.0	-	-	-	-	4.9	9.7	6.6	9.9	21.6	
	6.0 m	●	3.4	5.6	4.6	5.6	2.5	5.0	3.4	5.0	-	-	-	-	1.9	3.9	2.6	4.4	10.5	
	20 ft	■	7.5	12.3	10.1	12.3	5.5	11.0	7.5	11.0	-	-	-	-	4.2	8.6	5.7	9.7	23.1	
	4.5 m	●	3.3	5.9	4.4	5.9	2.4	4.9	3.3	5.2	1.9	3.8	2.6	4.5	1.7	3.6	2.4	4.3	10.9	
	15 ft	■	7.3	13.0	9.7	13.0	5.3	10.8	7.3	11.5	4.2	8.4	5.7	9.9	3.7	7.9	5.3	9.5	24.0	
	3.0 m	●	3.1	6.3	4.2	6.3	2.3	4.8	3.2	5.3	1.8	3.8	2.5	4.5	1.6	3.4	2.3	4.2	11.2	
	10 ft	■	6.8	13.9	9.3	13.9	5.1	10.6	7.1	11.7	4.0	8.4	5.5	9.9	3.5	7.5	5.1	9.3	24.7	
	1.5 m	●	2.9	6.1	4.0	6.5	2.2	4.7	3.1	5.4	1.8	3.7	2.5	4.4	1.6	3.4	2.3	4.0	11.2	
	5 ft	■	6.4	13.4	8.8	14.3	4.9	10.4	6.8	11.9	4.0	8.2	5.5	9.7	3.5	7.5	5.1	8.8	24.7	
	0.0 m	●	2.7	5.9	3.9	6.5	2.1	4.6	3.0	5.2	1.7	3.7	2.4	4.2	1.6	3.4	2.3	3.8	11.0	
	0 ft	■	6.0	13.0	8.6	14.3	4.6	10.1	6.6	11.5	3.7	8.2	5.3	9.3	3.5	7.5	5.1	8.4	24.3	
	-1.5 m	●	2.6	5.8	3.8	6.1	2.1	4.5	3.0	4.9	-	-	-	-	1.7	3.6	2.4	3.6	10.5	
	-5 ft	■	5.7	12.8	8.4	13.4	4.6	9.9	6.6	10.8	-	-	-	-	3.7	7.9	5.3	7.9	23.1	
	-3.0 m	●	2.6	5.3	3.7	5.3	-	-	-	-	-	-	-	-	2.5	5.0	3.5	5.0	7.8	
	-10 ft	■	5.7	11.7	8.2	11.7	-	-	-	-	-	-	-	-	5.5	11.0	7.7	11.0	17.2	

# Specifications



SORTING GRAB				
With sorting grab on sorting arm				
Opening width	mm	ft in	2,140	7'0"
Height, max	mm	ft in	1,615	5'4"
Height, min	mm	ft in	1,410	4'8"
Volume	l	gal	800	211



# Equipment

## STANDARD EQUIPMENT

### Engine

Turbocharged, 6 cylinder Volvo diesel engine with water cooling, direct injection and charged air cooler that meets EU Step IV/Tier 4f emission requirements

Intake air pre-heater

ECO mode

Fuel filter and water separator

Fuel filler pump: 50 l/min (13.2 gal/min) with automatic shut-off

Aluminium core radiator

### Electric / Electronic control system

Contronics-computerized monitoring and diagnostic system

Travel alarm

Adjustable automatic idling system

Adjustable monitor

Safety stop / start function and master electrical disconnect switch

2 frame mounted LED travel lights

Joystick Controlled Support (blade / outrigger function on LH joystick)

Alternator, 140 A

Batteries, 2 x 12 V / 140 Ah

Start motor, 24 V / 5.5 kW

CareTrack via GSM or satellite

Rear view camera

Side view camera right hand side

### Superstructure

Reinforced upper frame and modified position of boom and boom cylinders - tailor-made for material handling application

LED rear lights

Service walkway with anti-slip grating

Centralised lubricating point for slew bearing

### Undercarriage

Longer, wider, stiffer undercarriage for higher rigidity and durability in handling applications

Reinforced outriggers with enlarged outrigger pads

2.75 m (9 ft) wide axles

3-speed power transmission plus creep speed up to 20 km/h (12.4 mi/h)

Oscillating front axle  $\pm 6^\circ$

Dual circuit travel brakes

Extended axle lock (EAL)

Steps on outrigger (front and rear) for easier access

### Hydraulic system

Boom float function

Pressure relief system (servo accumulator)

Proportional controlled viscous-clutch cooling fan

Hose rupture valve for boom

Long life hydraulic oil ISO VG46

Boom dampening system

Soft swing function

Arm in limitation function

Pilot control pattern change valve

### Cab and interior

Volvo hydraulic elevated Care Cab with fixed roof hatch

Heater & air-conditioner, automatic

Hydraulic dampening cab mounts

Adjustable operator seat and joystick control console

Adjustable steering column

Hydraulic safety lock lever

L8 multifunction control joystick, with 5 roller switches

Cab, all-weather sound suppressed, includes:

Cup holder

Door locks

Safety glass, light tinted

Floor mat

Horn

Large storage area

Pull-up type front window

Removable lower windshield

3 inch retractable high visibility seat belt

Windshield wiper with washer and intermittent feature

Sun shield, front, roof & rear

Master ignition key

Lower wiper

### Digging equipment

Centralised lubrication point

## OPTIONAL EQUIPMENT

### Engine

Diesel coolant heater with digital timer

Block heater, 240 V

Water separator with heater

Dust net

Reversible fan

Air inlet turbo pre-cleaning system

Micro- mesh and sealing for engine compartment

Tropical cooling

Automatic engine shutdown

Waste package

### Electric / Electronic control system

Remote controlled welcome light

Joystick steering (Comfort Drive Control)

24 channel electric centre passage

Luxury LED work lights package (11) - includes:

a) remote controlled welcome lights

b) boom-mounted (2)

c) rear cab (1) and counterweight mounted (1)

d) cab front (4)

e) arm mounted (2)

f) LED light for side camera

Cruise control

Anti-theft system

Tiltrotator attachment preparation

Rotating beacon on cab and counterweight

### Undercarriage

Twin tires 10.00 - 20 / 11.00 - 20

Stone protection rings

4 outriggers + cleaning blade at front

Standard toolbox or Drawer type toolbox at either side

Travel speed : 20 km/h (12.4 mi/h)

### Hydraulic system

Hydraulic oil, biodegradable ISO VG32

Hydraulic oil, biodegradable ISO VG46

Hydraulic long life oil ISO VG32

Hydraulic long life oil ISO VG68

Hydraulic equipment for attachments : peel grapple and sorting grab

Height limitation function

Flow and pressure control

### Cab and interior

Falling object guard (FOG)

Cab mounted falling object protective structures (FOPS)

Rain shield, front

Sunlight protection, roof hatch (steel)

Safety net for front window

One-piece polycarbonate window

Anti-vandalism kit

Radio with CD player and MP3 input

Ashtray

Lighter

Fabric seat, with heater

Fabric seat, with heater and air suspension

Luxury operator seat

### Digging equipment

Boom 6.5 m (21'4") in straight boom

Gooseneck arm 5.0 m (16'5")

Sorting arm 4.0 m (13'1")

Arm hoses protection

### Service

Wheel chocks

Tool kit, daily maintenance

### Attachments

Sorting grab

Orange peel grapple

Sales Code	Description
EW240EMH	Volvo EW240EMH Excavator
XW10311	Linkage w/ lifting eye
XW20129	Solideal Magnum 10.00-20/7.5
XW20310	Stone protect.rings T/wheels
XW20655	Outrigger front & rear
XW20810	Tool box left hand side (including steps)
XW20815	Tool box.UC Right hand side
XW20816	Extra step on outrigger front and rear
XW20911	Axles 9`0" (2.75m)
XW21013	Axle locking plate 45mm
XW30113	Engine NA (MY 2019)
XW30710	20 km/h (12.4 mph) Equipment
XW40112	Hydraulic Elevating Cab, 16`6" (5m)
XW40212	Seat, air suspension with heater
XW40419	8 multifunction joystick for tilt /rotator attachment, CDC, Elevating Cab
XW40425	Blade/Outrigger functions on LH Joystick
XW40714	Radio MP3&USB&Bluetooth
XW41114	Dust net for radiator and oil cooler
XW50116	Travel alarm w/ 10 sec delay
XW50126	Standard travel lights, LED
XW50128	Additional camera on right hand
XW50154	6 Halogen Lights
XW50213	Electrical center passage, 18 channels
XW50418	CareTrack, GSM/Satellite
XW60116	Hydraulic long life oil ISO VG46
XW60249	MH X1 with Flow Control
XW60411	X1 flow & pressure control
XW60860	X3 Control
XW60912	Boom float hydraulics
XW60919	Soft swing function
XW60920	Arm in Limitation MH
XW60930	Boom Dampening MH
XW70322	Manual, English
XW70344	Manual, safety
XW80115	Counterweight standard (9,920 lbs)
XW80342	Frame Lifetime Warranty
XW8297918	No bucket w/ pins
XW10131	MH Boom 21`3" (6.5m), includes Sorting Grapple Arm 13`1" (4m) and Piping for X1 & X3
NMX14636	HOSES PROTECTION ON GN ARM



**Volvo Construction Equipment North America**  
**Warranty – Disclaimers – Limitations**  
**Limited Warranty for Governmental / Municipalities**

Volvo Construction Equipment North America (“Volvo CE”) hereby extends to its authorized dealers (“Dealer”) and the Dealer’s Governmental / Municipalities customers (“Customer”, and both Dealer and Customer are referred to herein as a “Buyer”), who purchase a new Volvo construction equipment machine (“Machine”) or new Volvo part (“Part”, both of which are referred to herein as a “Product”) from Volvo, the following limited warranty:

Subject to the exceptions and limitations set forth below, Volvo CE or Dealer will repair or replace any part of a new Machine or new Part which proves to be defective in material or workmanship during the following periods (the “Warranty Period”):

- Volvo wheel loaders: 12 months/2500 hours, whichever first occurs
- Volvo articulated haulers: 12 months/2500 hours, whichever first occurs
- Volvo hydraulic excavators: 12 months/2500 hours, whichever first occurs
- Volvo motor graders: 12 months/2500 hours, whichever first occurs
- Volvo compactors: 12 months/1500 hours, whichever first occurs  
24 months unlimited hours on DD90 and larger compactors
- Volvo pavers: 12 months/1500 hours, whichever first occurs  
24 months unlimited hours on 6000 / 7000 series pavers
- Volvo milling: 12 months/1500 hours, whichever first occurs
- Volvo compact wheel loaders (up to 100 net hp.): 12 months/unlimited hours
- Volvo skid steer loaders: 12 months/unlimited hours; Lifetime arm for one-sided
- Volvo compact hydraulic excavators (less than 11 metric tons): 12 months/unlimited hours
- Volvo backhoe loaders: 12 months/unlimited hours
- Volvo engines: 12 months/2500 hours, whichever first occurs
- Volvo parts: 6 months/1500 hours, whichever first occurs
- Volvo remanufactured components: 12 months/2500 hours, whichever first occurs
- Volvo Attachments: 12 months

The Warranty Period commences immediately following the delivery of said Product to the Buyer who first puts said Product into use. The foregoing limited warranty shall include the labor cost to accomplish the repair or replacement of the defective part provided that the repair or replacement was performed by a Dealer.

The foregoing warranty does not cover: (i) any Product found to have been damaged by abuse, accident, other casualty or a failure to maintain or use the warranted Product in accordance with the applicable manuals or instructions (Buyer is required to use only original equipment manufacturer filters during the Warranty Period); (ii) the labor costs to repair or replace defective Parts after the expiration of the Warranty Period of the Machine in which such Part is located; (iii) overtime labor premiums; (iv) costs and expenses associated with the transportation of Dealer’s service personnel to and from the location of the warranted Product; (v) any parts, components, attachments or accessories for which Buyer receives a separate warranty by the manufacturer or producer thereof (in specified cases said warranty may be administered by Volvo CE); (vi) maintenance items or ground engaging parts that have achieved their normal service life.

**DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF REMEDIES**

THE FOREGOING WARRANTY TO BUYER IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES AVAILABLE TO BUYER ARE LIMITED TO MAKING A CLAIM UNDER THE FOREGOING WARRANTY AND ARE EXCLUSIVE AND EXPRESSLY LIMITED TO OBTAINING THE PARTS AND LABOR IN ACCORDANCE WITH THE TERMS OF SAID WARRANTY.

# **Warranty – Disclaimers – Limitations**

## **LIMITATIONS OF LIABILITY AND DAMAGES**

Regardless of whether a claim against Volvo CE or Dealer is based on the foregoing warranty or is an action in contract, tort (negligence or strict liability) or otherwise, their respective liability for losses, damages or expenses of any kind arising from the design, manufacture, repair or sale of the Products is limited, unless otherwise prohibited by law, to an amount not exceeding the cost performing the obligations contained in the foregoing warranty, and in no event shall their respective or joint liability exceed the value of the Product or part thereof giving rise to such liability.

## **CONSEQUENTIAL AND SIMILAR DAMAGES NOT RECOVERABLE**

Except for performing the obligations of the foregoing warranty in accordance with its terms, Volvo CE and Dealer shall have no liability for loss, damage, or expense, directly or indirectly, attributable to a loss of use of a Product, loss or damage to property other than the Product, loss or damage to the Product or any part thereof or any other economic or commercial loss, including, without limitation, lost profits or special or consequential damages (except liability for any type of consequential damages which by law may not be disclaimed). The parties intend that this prohibition against consequential and similar damages will survive and be effective even if the limitation of remedies in the foregoing sections is found to fail of its essential purpose under section 2-719 of the Uniform Commercial Code.

## **ALLOCATION OF RISK**

The foregoing warranty disclaimers, limitations of liability and limitation of remedies are bargained allocations of risks among (i) the Customer who purchased the Product; (ii) the Dealer who sold the Product, and (iii) Volvo CE, which is a third party beneficiary of the contract of sale between the Customer and the Dealer. The Buyer of the Product accepts the foregoing warranty and the other bargained for allocations of risk as part of the agreed price for the purchase of the Product to which the foregoing warranty applies. Volvo CE is prepared to offer different warranties and other allocations of risk for other prices. However, any such change in the warranty or the allocation of risks must be confirmed in writing by Volvo CE.

## **STATUTE OF LIMITATIONS**

Any action by a Buyer of a Product for breach of contract, for breach of warranty arising under, or for a cause of action arising out of the sale of a Product, whether based on contract, tort (negligence or strict liability) or otherwise, shall be commenced within one (1) year after the cause of action has accrued. Any such cause of action shall be deemed to have accrued at the earlier of (i) the discovery of the defect or breach, or (ii) the expiration of the applicable Warranty Period.