

## Warranty Terms and Conditions of BSH Home Appliances Ltd, New Zealand

This warranty is given by BSH Home Appliances Ltd, of Level 3, Air New Zealand Building, Smales Farm, 74 Taharoto Rd, Takapuna, Auckland 0622 (BSH). **These warranty conditions apply to appliances purchased and operated in New Zealand. If appliances are shipped abroad, the warranty becomes void.**

To make a claim under this warranty you must be able to supply the original proof of purchase, including the date, product code and price. In the first instance, you should call BSH Customer Service New Zealand on 0800 245 702. BSH will create and retain a computer record of your claim.

BSH's appliances come with guarantees that cannot be excluded under the Consumer Guarantees Act 1993. You are entitled to a replacement or refund for a failure of substantial character and for compensation for any reasonably foreseeable loss or damage arising as a result of the appliance's failure. You are also entitled to have the appliance repaired or replaced if the appliance fails to be of acceptable quality and the failure does not amount to a failure of substantial character. In the event of a minor failure, BSH reserves the right to choose to repair or replace the appliance.

The conditions below that describe the requirements and scope of this warranty do not affect the warranty obligations of the seller arising from the purchase agreement with the end customer.

### This warranty is subject to the following conditions:

#### 1. Warranty Period

In accordance with the conditions of this warranty, BSH will correct deficiencies in the appliance free of charge if they are verifiably the result of a material and/or manufacturing defect, are reported to BSH promptly after their discovery and within 24 months after delivery of the appliance to the first user.

#### 2. This warranty does not cover:

- fragile parts such as glass or plastic as well as light bulbs;
- minor deviations from the stipulated quality that are immaterial to the value and suitability for use of the appliance;
- damage caused by chemical and electrochemical effects of water, if the appliance otherwise comes into contact with unsuitable substances and/or generally caused by abnormal environmental conditions;
- damage resulting from inappropriate operating conditions; or
- defects in the appliance caused by transport damage for which BSH is not responsible, incorrect installation and assembly, misuse, non-domestic use, lack of care or non-observance of operating or assembly instructions.

This warranty becomes void if:

- repairs or interventions have been carried out on the appliance by a repairer not authorised by BSH to do so; or
- the appliance has been fitted with spare, supplementary or accessory parts that are not original parts,
- and the repair or intervention by a repairer not authorised by BSH to do so, or the fitting of spare, supplementary or accessory parts that are not original parts, has resulted in a defect.

**3.** BSH will bear any reasonable expenses incurred for approved warranty claims under this warranty and defective components will be repaired or replaced with new components free of charge.

Appliances that can be reasonably transported (e.g. in a passenger car), and for which a claim is made under this warranty, must be delivered or sent to BSH's nearest customer service office or BSH's authorised service centre.

Repairs at the installation site will only be arranged if the site is determined to be reasonably accessible by BSH (e.g. not on a remote island, accessible by standard vehicles, etc.), otherwise, you may be required to make the appliance accessible at your own cost.

Replaced components will become the property of BSH.

**4.** Should BSH refuse the rework, or if the appliance fails more than twice for the same reported and diagnosed fault in any six month period, a replacement appliance of equivalent value will be delivered out of the local appliance portfolio free of charge if requested, subject to the original appliance being forfeited to, and collected by, BSH prior

**5.** A claim under this warranty will not extend or renew the warranty period. The warranty period for spare parts installed ends after 12 months from installation of the part.

**6.** Further or other claims are excluded to the full extent permitted by law, in particular, claims for damages suffered beyond the appliance.

**7.** The following conditions will compromise and in some cases cancel your warranty:

- If you are required to return the appliance to BSH or its authorised service centre, you must ensure it is cleaned, drained and free from debris or residues, securely packed and insured. BSH takes no responsibility for loss or damage of the appliance prior to it being received by BSH or its authorised service centre.
- The appliance is intended for domestic use in the owner's home. Use of the appliance for commercial purposes will limit the warranty to a period of six months after delivery of the appliance to the first user.
- This warranty is not applicable to extended warranty programs offered by third parties.

**8.** BSH, a subsidiary of the BSH Home Appliances Group (BSH Group), will use your personal information for customer service and administration, including warranty claims and to contact you, for product development, surveys and direct marketing. BSH may need to disclose your personal information to BSH's related companies and to third parties outside BSH Group for these and other business purposes, including for warranty registration and claims such as to agents, contractors and service providers (e.g. mailing houses). Some of them are located overseas. BSH will not otherwise disclose your personal information unless it has your consent to do so, or it is otherwise required or authorised by, or under, New Zealand law, or required by a court/tribunal order, to do so.

For more information about how BSH handles your personal information, how to access and/or correct it, how to make a complaint and how BSH handles complaints, please see BSH's privacy policy at [www.neff.co.nz](http://www.neff.co.nz) (follow the 'Privacy' link located in the footer of the website) or telephone BSH Customer Service New Zealand on 0800 245 702. If you wish to access, correct or update your personal information please contact BSH at [privacy.nz@bshg.com](mailto:privacy.nz@bshg.com) or telephone BSH Customer Service New Zealand on 0800 245 702.

Please take note of our additional customer service offer:

Our factory customer service and our service partners continue being available to you after your warranty has expired.

Effective from September 2022