

3 YEAR EXTENDED WARRANTY TERMS AND CONDITIONS

The conditions below describe the terms and scope of our 3 year extended warranty. They do not affect your statutory rights or the obligations of your retailer under your contract with them.

Please note that purchase of the warranty for the extended warranty period is optional. Also, you are not required to purchase the warranty for the extended warranty period at the same time as the appliance to which it relates. The warranty for the extended warranty period can be purchased within 28 days of your purchase of the relevant appliance.

We provide warranty cover for this appliance subject to the conditions set out below.

INFORMATION ABOUT US

1. This warranty is provided to the customer (you, your) by BSH Home Appliances Limited, trading as Bosch. We are a company incorporated in England and Wales with company number 01844007 and our registered office address is at Grand Union House, Old Wolverton Road, Wolverton, Milton Keynes, MK12 5PT (we, us, our). Our main trading address is Grand Union House, Old Wolverton Road, Wolverton, Milton Keynes, MK12 5PT.

THE CONTRACT BETWEEN YOU AND US

2. After making payment for the extended warranty online or over the phone, you will receive an e-mail or letter from us confirming that we have received your payment. The contract for the extended warranty between you and us (contract) will only be formed when we send you this confirmation.
3. You agree to be bound by the terms and conditions set out herein in respect of the extended warranty you have purchased.
4. By entering this contract, you warrant that you are legally capable of entering into binding contracts and are at least 18 years old.

WEBSITE TERMS AND CONDITIONS OF SUPPLY

5. If you purchased this warranty via our website, you agree to be bound, to the extent applicable, by our website terms and conditions of supply which can be found at: <http://www.bosch-home.co.uk/terms-and-conditions-of-supply>.
6. To the extent there is any conflict between these terms and conditions and the website terms and conditions of supply referred to in condition 5 in respect of the extended warranty, these terms and conditions will take precedence.

DURATION AND PRICE

7. Subject to conditions 10 to 18, we will rectify defects affecting the appliance which are clearly attributable to material and/or manufacturing faults, provided they are reported immediately after being identified, and within 24 months of the date of purchase (standard warranty

- period) and for a further period of 36 months from and including the date after the last day of the standard warranty period (extended warranty period) (together the warranty period).
8. Warranty provision for the standard warranty period will be free of charge.
 9. Warranty provision for the extended warranty period will be subject to payment by you to us in full and cleared funds of £99 within 28 days of your purchase of the appliance.

SCOPE OF THE WARRANTY

10. Service may not be available to all the islands around the UK and Ireland. Please check with your retailer or contact our customer service department. Please see contact details below.
11. Where appliances have been installed on boats: If the electricity is supplied from land (i.e. in the case of house boats) then these warranty conditions apply, however if the electricity on the boat is generated by its engine then these warranty conditions will not apply.
12. The warranty does not extend to:
 - a. Fragile items such as glass or cosmetic parts or consumable items.
 - b. Minor variances from nominal features of no significance to the appliance's value or fitness for purpose.
 - c. Damage caused by the chemical or electrochemical effects of water, and
 - d. Exceptional environmental conditions, inappropriate operating conditions, or the appliance having come into contact with unsuitable materials.
13. This warranty does not apply to loss or damage outside of our reasonable control, such as transport damage for which we are not responsible, improper installation and assembly, improper use, use within a non-domestic environment, poor maintenance or failure to observe operating or assembly instructions.
14. We reserve the right to invalidate this warranty:
 - a. If repairs or other interventions are performed by persons not authorised by us to take such action, or if our appliances are fitted with non-original spare parts, extras or accessories, or
 - b. In the event of physical or verbal abuse towards any member of our staff.
15. We will decide whether rectification of defects will take the form of a repair or the replacement of the appliance. Some appliances that can reasonably be transported or posted may need to be returned or shipped to our customer service centre for repair. We will bear the costs of such transportation. All other appliances will be repaired at your home. A purchase receipt must be presented in each case. Replaced parts pass into our ownership.
16. Where we supply a replacement appliance we reserve the right to charge an appropriate monetary offset in respect of the period of proper and uninterrupted use already enjoyed.
17. Services provided under warranty neither extend the warranty period nor commence a new warranty period. The warranty period for spare parts fitted ends with the expiry of the warranty period of the appliance.
18. These warranty conditions apply to appliances purchased in the United Kingdom and the Republic of Ireland. If appliances shipped to other countries feature the appropriate technical conditions (e.g. voltage, frequency, gas-types etc.) for the climatic and environmental conditions in the country concerned, the terms of the warranty will apply, provided a local customer service network exists. Appliances purchased outside the United Kingdom and the Republic of Ireland are subject to the warranty conditions published by the appropriate local office of that country. These can be obtained via the specialist dealer from whom you bought the appliance, or directly from our local office.

YOUR CANCELLATION AND TERMINATION RIGHTS

Full refund: Cancellation within 45 days of purchase of the extended warranty

19. You may cancel the warranty for the extended warranty period by providing notice to us within 45 days of the date on which the warranty for the extended warranty period is purchased. Upon receipt of valid notice under this condition, we will provide a full refund of the price paid for the extended warranty period provided that no claim has been made during the extended warranty period.

Pro rata refund: Cancellation at any time

20. You may also cancel the warranty for the extended warranty period by providing notice to us at any time after the expiration of the 45 day period referred to in condition 19 above, regardless of whether a valid claim has been made during the extended warranty period. Upon receipt of valid notice under this condition, we will provide a pro rata refund of the price paid for the unexpired period of the extended warranty period. Please note that a refund will only be provided in respect of unexpired full months.
21. You can provide notice under this contract by either emailing us at: extendedwarranty.gb@bosch-home.com or by calling us on 0344 892 8979. If you cancel the contract under condition 19, your communication must be sent to us before the end of the 45 day period referred to above.
22. Cancellation of the contract for the extended warranty period does not affect the standard warranty period.

LIMITATION OF LIABILITY

23. Subject to condition 25, if we fail to comply with these terms and conditions, we shall only be liable to you for the price paid for the extended warranty and, subject to condition 25, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.
24. Subject to condition 25, other claims in respect of compensation for indirect or consequential loss under this contract are, to the fullest extent permitted by law, excluded.
25. Nothing in this agreement excludes or limits our liability for:
 - a. Death or personal injury caused by our negligence.
 - b. Fraud or fraudulent misrepresentation.
 - c. Defective products under the Consumer Protection Act 1987, or
 - d. Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

GENERAL

Transfer of rights and obligations

26. The contract between you and us is binding on you and us and on our respective successors and assignees.
27. You may not transfer, assign, charge, or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent.
28. We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of our rights or obligations arising under it, at any time during the term of this contract.

Events outside our control

29. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by events outside our reasonable control (force majeure event).
30. A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - a. Strikes, lock-outs or other industrial action.
 - b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - e. Impossibility of the use of public or private telecommunications networks, and
 - f. The acts, decrees, legislation, regulations or restrictions of any government.
31. Our performance under this contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under this contract may be performed despite the force majeure event.

Waiver

32. If we fail, at any time during the term of this contract, to insist upon strict performance of any of your obligations under this contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
33. A waiver by us of any default will not constitute a waiver of any subsequent default.
34. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you.
35. Severability: If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement

36. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of this contract.
37. We each acknowledge that, in entering into this contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
38. Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.
39. We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of this contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.
40. Variation to these terms and conditions: We may vary these terms and conditions from time to time provided that such changes do not materially affect the nature and quality of the warranty provided hereunder. Any such changes will be notified to you as soon as is reasonably practicable.
41. Governing law and jurisdiction: Any dispute or claim arising out of or in connection with this contract, its subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Bosch Customer Service
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