

## **Bosch Consumer Extended Warranty Programme Terms & Conditions**

The Bosch Home Appliances Consumer Extended Warranty Programme ("CEW") is brought to You by BSH Home Appliances Sdn. Bhd. ("BSH"). CEW is applicable to Bosch home appliance(s) that are purchased new or still have a valid manufacturer's warranty in Malaysia. The term of CEW may be from one (1) to three (3) years starting from the calendar day immediately following the expiry date of the standard manufacturer's warranty. You are required to indicate Your choice of the term of CEW in Your application to Us. You must apply for CEW within six (6) calendar months from the purchase date or delivery date of the eligible Bosch home appliance(s), whichever is later in time, unless waived by Us. You must submit Your application to Us together with the tax invoice and/or delivery note in relation to the eligible Bosch home appliance(s). We may request for additional information (such as national card numbers) in order for us to process your application. In any event, Your refusal to provide such additional information shall constitute a withdrawal by you of your application. CEW is supported by AIG Malaysia Insurance Berhad ("AIG") and provided subject to the terms, conditions and exceptions of the administration agreement ("Agreement") issued by AIG to Us. All endorsements, changes and amendments to the Agreement as agreed between AIG and Us shall be binding without prior notice to You. Once We issue a CEW in response to Your application, We will not allow any cancellations or requests for a refund.

### **I. DEFINITIONS**

In this contract, the following words have the following meanings:

- a. "Product" means any Bosch home appliance purchased new or with valid manufacturer's warranty in Malaysia that is covered under CEW
- b. "You" and "Your" refers to the purchaser of the Product and CEW
- c. "We", "Us" and "Our" refers to BSH Home Appliances Sdn. Bhd.
- d. "Coverage" means coverage for mechanical and electrical defects in the Product
- e. "this Contract" means this CEW Service Contract
- f. Valid Claim means any one-time full replacement or any repair incident of the Product which shall in no event exceed the Recommended Retail Price.
- g. "Recommended Retail Price (RRP)" means the price that the Product is recommended for sale in Malaysia according to the pricing list determined by us at the time you apply for CEW.
- h. "Authorised Distributor" means any store and/or retailer through which We distribute Bosch household appliance products.
- i. "Food Spoilage" means food items that are spoilt due to a faulty refrigerator, only resulting from its electrical or mechanical parts (i.e. restricted to BOSCH brand or make only) covered under the Service Contract, subject to the limitations provided below.
- j. "Repair Facility" means the BSH Repair Center.
- k. "Malicious Damage" means any accidental damage of the Product deliberately caused by any third Party which You were unable to prevent.
- l. "Limit" means the value of the relevant RRP.

### **II. COVERAGE**

#### **A. CEW COVERAGE**

Where We accept Your application for CEW, You will be provided with Coverage subject to Your payment of the specified service fees and subject to these terms and conditions. We have the right and option at Our absolute discretion to either repair or replace Your Product(s) with another of like kind, quality and specifications. Replacement parts are new and original manufacturer's parts that conform to factory specifications and shall be determined at Our sole discretion. Due to technological advances, the replaced product may be of a lower

retail value than the faulty Product. If food items are spoilt due to a faulty refrigerator covered under this Contract, We will reimburse You for such food spoilage up to a total of RM200 per incident, provided that the food spoilage has been verified, and inspected within three (3) working days of the incident by Us or Our authorised repairer; subject further to proper documentation and submission of the documentation to Us. The Coverage will be effective starting from the calendar day immediately following the expiry date of the standard manufacturer's warranty up to the date of expiry of the term of CEW accepted by Us or the termination of this Contract in the manner provided under these terms, whichever is earlier in time. For the avoidance of doubt, Coverage applies only to Product(s) sold and used in Malaysia. The coverage for all repairs and replacements made to your Product shall not exceed the Limit CEW will terminate once the Limit of cover is exhausted or the Product is replaced (whichever is the earlier).

## **B. EXCLUSIONS FROM COVERAGE**

We will not cover you under for / if:

- Gross negligence of any kind;
- Any defective workmanship, including but not limited to liability arising out of implied warranties of merchantability, implied warranties of fitness, and strict liability;
- Liability to anyone other than Yourself;
- Any acts of fraud, or other dishonest or criminal acts;
- Property & product liability insurance;
- Use of the service in any illicit trade or transportation or in the commission of a felony;
- Products that are still covered by the manufacturer's/dealer's original written warranty, or Our dealer's warranty, repairer's warranty, or any other warranties in effect;
- Any defects that are subject to recall by the manufacturer/dealer;
- Products that have less than twenty four (24) months manufacturer's warranty;
- Non-operating and cosmetic items, paint, or Product finish, accessories used in or with the eligible Product, cables, cords, straps, chargers, add-on options incorporated in a Product for which options are not essential to the basic function of the Product for which this Contract was purchased;
- Normal wear and tear to the exterior and interior of the Product cosmetic parts, leather or synthetic leather;
- All upholstery defects. Under no circumstance shall We or Our representatives be liable for indirect, consequential, or incidental damages (including) damages for lost profits, business interruption, bodily injury, medical, and the like), even if any Party has been advised of the possibility of such damages;
- Software (including operating system and any stored data), defects resulting directly from software installation and or removal, computer virus, virus prevention, and other peripherals;
- Faults in any electrical connection, which is not part of the Product;
- Damage caused by neglect, abuse, misuse, theft, sand, water damage, corrosion, excessive heat, battery leakage, acts of God, commercial usage, power outages or surges, inadequate or improper voltage or current (fluctuation of electrical power, lightning, static electricity), unauthorized modification, improper environment (including lack of proper temperature or humidity);
- Unauthorised modifications made to the Product and/or problems/defects arising from such unauthorised modifications; altered serial numbers; failure to follow manufacturers' instructions on installation, operation or maintenance; repairs performed by non-authorised repairer; any items not affecting the function of the Product; image burn;
- Using the wrong voltage output which caused electrical damage to the Product;
- Costs of removal or reinstallation unless specifically included in this Contract;
- Problems or defects not covered under the original manufacturer's/dealer's original written warranty, or the Insured's dealer warranty, repairer's warranty, or any other warranties in effect, unless otherwise stated;
- Any failure, malfunction, defect, inoperability, breakdown, disruption, or stoppage of the Product or any Product, functions or the functions of any related to, directly or indirectly any design, planning or engineering incompatibility;

- Failure to comply with the manufacturer's recommendations on routine maintenance, inspection, cleaning, lubrication, external adjustments and any other instructions relating to the use and/or upkeep of the Product;
- Repairs necessitated by cosmetic or intentional physical damage (such as chipping, denting, scratching);
- Cracked parts due to omission, gross negligence or default;
- Commercial use (multi-user organizations), public rental or use for profit;
- All battery coverage;
- Food spoilage caused by electric supply cut-off or power trip unrelated to the refrigerator or its parts;
- Food spoilage resulting from Your own negligence while using the refrigerator;
- Malicious Damage of Products;
- Refurbished or display sets;
- Consequential loss of any kind.

### III. LIMITATION OF LIABILITY

- Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limiting to losses incurred due to any delay in rendering service related to this Contract and loss of use during the period that Your Product is at the Repair Facility and/or while awaiting repair.
- Our liability for any Valid Claim shall be limited to:

Category	Limit of Liability
Extended Warranty	Multiple repairs subject always that the total repair costs shall not exceed the Recommended Retail Price.  In the event that a replacement is made or the total claim amount exceeds the Recommended Retail Price in respect of a Product, this Contract will be terminated.
Food Spoilage Protection	We will not be liable for more than RM200 per incident.

- We may, at Our sole discretion, choose to replace the Product instead of repairing it. In the event that We replace the item, the Coverage ends.
- We will repair or replace the Product at Our discretion.
- We will replace Your Product with one of like kind and quality if the Product is not repairable or beyond economical repair. The replaced Product (the damaged unit) shall become Our property. Due to technological advances, the replacement product may be of lower retail value than the original Product. Any such replacement will immediately terminate this Contract and We shall have no further obligations for the remainder of the term of this Contract, if any.

We/Insurer shall not be deemed to provide cover and We/Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us/the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Neither BSH nor AIG will be liable under this Contract if You do not submit the Product to Our Repair Facility for repair before (a) the expiry of this Contract or (b) if a breakdown report has not been submitted within 10 days of breakdown incident. Claims in relation

to Food Spoilage must be made in writing and submitted to Us/Repair Facility or the Insurer within three (3) working days after the date of loss.

#### **IV. FOR REPAIR/ REPLACEMENT**

We will replace your Product(s) with one of like kind, quality and/or specification if the Product is not repairable or beyond economical repair. The replaced Product(s) (i.e. the spoilt unit) shall become Our property. Neither Bosch nor AIG will be liable under this Contract if You do not submit the Product(s) to an authorised repairer for repair before (a) the expiry of this Contract; or (b) if a breakdown report has not been submitted before the expiry of this Contract, within thirty (30) days of the breakdown that is reported.

#### **V. TERMINATION**

This Contract will terminate if any of the following events occur:

- a. upon expiry of the term of this Contract; or
- b. when You have relocated overseas or are no longer residing in Malaysia (there shall be no refund of any service fee paid if any); or
- c. when You have made a claim for repair for mechanical and/or electrical failure up to the Limit; or
- d. when Your Product(s) have been replaced; or
- e. if your Product(s) have been surrendered to Bosch, whichever is earlier in time.

CEW is not an insurance policy or guarantee. Each contract is a service contract. CEW is neither a guarantee nor a promise relating to the nature of the material, workmanship or performance of Your Product(s) covered by this Contract.

#### **VI. ASSIGNMENT OF CONTRACT**

If You sell or transfer Your Product to another person within the period of this Contract, you must call the CEW Hotline within fourteen (14) days of such sale or transfer to transfer this contract to the new person. You may only transfer this contract if You had purchased the Product with cash or You do not have any outstanding amounts owing on the purchase of the Product(s) or CEW at the date of such transfer.

#### **VII. PERSONAL DATA PROTECTION**

This Contract is subject to terms and conditions set out below. Kindly take a few moments to check that all the particulars, specifically Your personal information printed in this Contract are correct. Failure to notify Us within fourteen (14) days from the date of this Contract will mean that all Your personal information contained herein are complete, true and accurate. Any personal information collected by and retained by Us is for the purpose of fulfilling Our obligations under this Contract as well as to update You on any of our related services. Please refer to Our data protection policy available at our website <https://www.bosch-home.com.my/>. Kindly be informed that in order to fulfill Our obligations under this Contract, We will provide Your personal information to AIG.

You agree and consent that We and AIG may respectively, collect, use and process Your personal information (whether obtained in this application form or in connection therewith) and disclose such information (whether in or outside of Malaysia) to the following:

- a) Our group companies;
- b) Our (or Our group companies') service providers, reinsurers, agents, distributors, business partners;
- c) brokers, legal process participants and their advisors, other financial institutions;
- d) governmental / regulatory authorities, industry associations, courts, other alternative dispute resolution forums, for the purpose stated in in our respective privacy policies which include:
  - Processing, underwriting, administering and managing Your relationship with Us / AIG;
  - Audit, compliance, investigation and inspection purposes and handling regulatory governmental enquiries;
  - Compliance with legal or regulatory obligations, risk management procedures and Our / AIG's internal policies;

- Managing Our / AIG's infrastructure and business operations; and
- Carrying out market research and analysis and satisfaction surveys.

which in turn may be disclosed by Us / AIG to individuals, service providers & organizations associated with Us / AIG or any other selected third parties (within or outside of Malaysia, including reinsurance & claims investigation companies & industry associations) for the purpose of storing and processing this application and providing subsequent service(s) for this purpose, Our / AIG's financial products and services and data matching, surveys and to communicate with You for such purposes and in order to support back-end processing and services associated with this Contract. You understand that You have the right to obtain access to and to request correction of any personal information held by Us and/or AIG concerning yourself. Such request can be made by contacting Us as stated above. By submitting Your personal information, You are indicating Your consent to allow Us and/or AIG or any other selected third parties to keep You posted on any other products, services and upcoming events. If You do not wish to be contacted by Us or AIG, You can opt out anytime by calling or writing to Us or AIG, as the case may be. Please refer to the full version of AIG's Data Privacy Policy found at <https://www.aig.my/privacy-notice>. If You have any questions about the collection, use and disclosure of personal information in relation to this Contract, You may contact the respective data protection officers as follow:

Bosch: [sgr\\_v\\_dpo@bshg.com](mailto:sgr_v_dpo@bshg.com)

AIG: [AIGMYCare@aig.com](mailto:AIGMYCare@aig.com)

#### **VIII. FOR SERVICE IN MALAYSIA, CALL BOSCH CONSUMER EXTENDED WARRANTY HOTLINE 1-800-18-1280**

When a product failure occurs, due to an electrical or mechanical failure, You must call the Bosch Consumer Extended Warranty Hotline at **1-800-18-1280** to report the product failure during office hours. Our Customer Service Representatives will be ready to guide You through the service process. To expedite service, please ensure that You have Your contract details readily available before placing the call. If the product failure is not reported to Us prior to repair, the repair will not be approved and will not be covered under this Contract.

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