

## **TERMS AND CONDITIONS OF WARRANTY OF BSH HOME APPLIANCES SDN. BHD., MALAYSIA**

Thank you for purchasing “**Gaggenau**” home appliances and related services. The following terms and conditions of warranty shall apply to all “**Gaggenau**” home appliances (“**Product**”) purchased **on or after 1 January 2025**. By purchasing the Product you agree to be bound by the following Terms and Conditions of Warranty:

### **(A) General Terms and Conditions**

1. You shall be responsible for registering this warranty with our Customer Care Team through our customer service hotline as shown below:

#### **Customer Care Team**

Tel: +603-7950 9336

Monday to Friday: 9:00 am to 6:00 pm

Saturday: 9:00 am to 1:00 pm (closed on Sundays and Public Holidays)

Email: [bshpet.service@bshq.com](mailto:bshpet.service@bshq.com)

2. This warranty shall be applicable for Product purchased and operated in Malaysia only. If the Product is shipped and operated outside Malaysia, the warranty becomes void.
3. To obtain warranty protection, you must provide proof of purchase (e.g. a relevant receipt or tax invoice) and/or a warranty card to our service personnel or technician. In case of a loss of proof of purchase or if the purchase date or the delivery date is not shown on the relevant proof of purchase, we reserve the right to use the manufacturing date (i.e. the serial no.) of the Product as the purchase date.
4. The warranty shall apply only to Product sold by us, **BSH Home Appliances Sdn. Bhd.** or from our authorised dealers/distributors, authorised retailers or authorised e-commerce platforms in Malaysia, where applicable. The warranty service for the Product must be performed by us, our authorised service centre(s) or authorised independent service provider(s) in Malaysia only.
5. The warranty does not apply to Product provided by a developer for any housing development projects.
6. Our service personnel/technician reserves the right to impose additional charges or may refuse to install and/or dismantle the Product in the inaccessible areas, dangerous areas, restricted or hazardous areas or location that contains chemical fumes or problems with connection and external insulation materials not caused by the Product.
7. The Product shall be used for domestic or household purpose only and is warranted against manufacturing defects in materials and workmanship, including its parts. Subject to paragraph 3 above, the warranty period for the Product is 60 months from the date of purchase or delivery of the Product, whichever is later.
8. We reserve absolute discretion to repair the Product using part or parts that are new in performance or reliability, or to replace the Product, if it is not repairable or beyond economical repair, with a product of comparable value. The replacement may be new, reconditioned or refurbished. In such event, we will not refund the difference between the value of replacement and the original Product. Furthermore, at our absolute discretion, we will request for payment if there is a price difference for the replacement model based on the latest recommended retail price. All Product or its components, parts or devices replaced shall become our property.

9. The undertaking and/or completion of repair, service or replacement of the Product or its parts shall in no circumstances extend the warranty period of the Product and it shall thereafter continue to apply only for the remaining warranty period of the Product.
10. We shall not be liable howsoever for any delay and/or failure to undertake and/or complete repair service due to causes beyond our control including the non-availability of any component, parts or devices of the Product.
11. For small domestic appliances which require repair or service, it must be delivered or sent to or collected from our customer service centre at your own costs. For major domestic appliances which require repair or service, we will provide onsite service.
12. Our liability under this warranty is limited to repairing and/or replacing defective Product only. The warranty does not cover any losses or damages whatsoever and howsoever arising, whether directly or indirectly, caused by the Product.
13. You have consented that any personal information provided by you will allow us to use and/or contact you for Product and services, special promotions, individualise services, tips and maintenance care and/or for our customer administration purpose, including but not limited to, registering, managing warranties, customer services, enquiries and/or after sales services. Furthermore, you also acknowledges and agrees that we may disclose your personal information to our related corporations, business partners such as our service providers or independent contractors that we engage to provide services to you in accordance with the Personal Data Protection Act 2010, including any amendments thereto. You may withdraw your consent at any time by notice in writing to our data protection officer(s) at [sgr\\_v\\_dpo@bshg.com](mailto:sgr_v_dpo@bshg.com) and/or [bshpet.service@bshg.com](mailto:bshpet.service@bshg.com).
14. All warranty claims are subject to our absolute discretion with verification by appointed service personnel/technician assigned by our customer care team. If you need any assistance on Product warranty or expiry of warranty, please feel free call our customer care team.
15. This warranty is governed by the laws of Malaysia.

## **(B) Exclusion of Warranty**

1. This warranty does not cover the following:
  - (a) damages, defects and/or malfunctions resulting from dust, interference of foreign objects, natural disaster, lightning, fire, flood, water and/or liquid substances, spilled on the Product, chemical and electrochemical effects of water and/or generally caused by weather, humidity and environmental conditions, oxidation, extreme moisture, thermal, exposure to sunlight, improper ventilation, transit damage, drop from height, inoperative/leaking batteries, civil unrest, accidents, rats, ants, other insects and/or acts of God;
  - (b) damages, defects and/or malfunctions due to negligence, misuse, mishandling, non-domestic style use, lack of care, improper electrical supply, improper installation, connections to other incompatible equipment, wrong voltage system, unstable electricity, use of incompatible batteries, improper use contrary to and/or non-observance to cautions, directions, operating or assembly instructions and/or specifications referred to in the operating manual;
  - (c) any loss or damage due to burglary or theft or fire or natural disasters;
  - (d) any spare parts, supplementary or accessory parts that are not original or genuine or that have been modified by any third party not authorised by us;

- (e) ordinary wear and tear (e.g. scuffs, scratches, gouges, rusting, corrosion, erosion, dents, gradual deterioration and etc.) shall not be considered a defect in materials or workmanship of the Product;
- (f) fail to comply or conduct regular maintenance, inspection, cleaning, lubrication, external adjustments and/or any other instructions relating to the use and/or upkeep of the Product in accordance with the operating manual or instructions or attachment sheets, where applicable;
- (g) commercial use (multi-user organisations), public rental, use for profit, communal use for multi-family housing in housing areas, hotel/hostel, restaurants or laundry shop;
- (h) charging gas, gas refill, cleaning, reconditioning and/or lubrication;
- (i) loss of any data, memory input and/or setting during operation and/or in the course of repair or service and you shall ensure all data in your Product has been fully “backed up” before it is handed to our service personnel/technician;
- (j) service call (labour and transport fees where no defect has been found or noted), transportation costs and manpower costs associated with installation, dismantling, re-installation of the Product or demonstration and/or instruction on the usage of Product;
- (k) repairs and warranty service are carried out by any third party not authorised by us;
- (l) perishable and consumables items such as food spoilage, vacuum cleaner belts, vacuum cleaner bags, filters, glass, plastic, light bulbs, care products and accessories;
- (m) external parts and cosmetic parts such as cabinets, frames, knobs, pipes and etc.;
- (n) non-operating and/or cosmetic damage (including to paintwork, color, Product exterior appearance, glass and finish) and/or accessories used in or with the Product, external cables and cords or add-on options incorporated to the Product;
- (o) all batteries (including regular non-chargeable batteries and rechargeable batteries) unless otherwise specified in the warranty card;
- (p) model and serial number on the warranty card do not match with those indicated on the Product;
- (q) warranty card had been tampered, defaced, altered, deleted, crossed out or destroyed (except for online registration);
- (r) for Product on loan during the repair process, shipping charges, damage charges, express service charges, transportation damage, removal, installation or re-installation of the Product are excluded, if applicable;
- (s) the Product is sold “as-is-where is” basic and condition or display Product or as “refurbished” or bearing similar notations;
- (t) missing accessories or materials of the Products unless such claim is made within seven (7) days from the date of purchase or date of delivery, whichever later; and
- (u) direct, indirect, consequential and/or incidental damages of any kind, including without limitation to any economic loss, loss of profits, goodwill and all risk and liability for loss, damage or injury to you, your property and/or to any third parties and their property arising out of the misuse or mishandling of the Product by you.