

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 “**Gaggenau**” home appliances (“**Product**”):-

General Terms and Conditions

1. You shall be responsible to register this warranty with our customer service centre/contact centre or at our website at <https://www.gaggenau-asia.com/>, where applicable.
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 have to produce proof of purchase (e.g. relevant receipt/tax invoice) and/or warranty card to our service personnel/technician. In case of loss of proof of purchase or purchased date is not show on the relevant proof of purchase, we reserve right to use manufacturing date (i.e. the serial no.) of the Product as purchased date.
4. The warranty shall apply to Product sold by BSH Home Appliances Sdn. Bhd. or from our authorised dealers/distributors only and the warranty service must be performed by us, our authorised service centre(s) or independent service provider(s) in Malaysia only.
5. Our service personnel/technician reserves the right to 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.
6. The Product shall be used for domestic or household only and warranted against manufacturing defects in material and workmanship including its parts for the warranty period stated below commencing from the date of purchase of the Product:-
 - (a) Twenty-four (24) months from the date of purchase of the Product; and
 - (b) Sixty (60) months from the date of purchase for compressors of sealed refrigerating system.
7. We reserve absolute discretion to repair the Product using part or parts which are new in performance or reliability or replace the Product which is not repairable or beyond economical repair with a comparable value and it should be either new or reconditioned. In such event, we will not refund the difference between the value of replacement and the Product. Further, at our absolute discretion, we will request for payment should there be a price difference for replacement model base on the latest recommended retail price. All Product or its components, parts or devices replaced become our property.
8. The undertaking and/or completion of repair, service or replacement of 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 period warranty period of the Product.
9. 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.
10. 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.

11. You have consented that any personal information provided by you will allow us to use and/or contact you for Products 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. Further, you also acknowledges and agrees that we may disclose your personal information to our business partners such as our service providers or independent contractors that we engage to provide services to you. You may withdraw your consent at any time by notice in writing to our data protection officers at sgr_v_dpo@bshg.com and/or bshpet.service@bshg.com.
12. All warranty claims are subject to our absolute discretion with verification from appointed service personnel/technician assigned by our customer service centre/contact centre. If you need any assistance on Product warranty or expiry of warranty, please feel free call our customer service/contact centre at Tel: +603 7950 9336, Monday to Friday: 8.30 a.m. to 5.30 p.m. and/or contact us via email bshpet.service@bshg.com.

Exclusion of Warranty

1. This warranty does not cover the following:-
 - (a) damage, defects and/or malfunctions resulting from dust, interference of foreign objects, natural disaster, lightning, fire, flood, water and/or liquid substances, spilled on 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, accident, rat, ant, other insects and/or act of God;
 - (b) damage, 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;
 - (d) any spare, supplementary or accessory parts that are not original or genuine parts or has changed by any third party who are 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 (diagnostic/service fee where no defect has been found or noted), transportation costs and 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 who are not authorised by us to do so;
- (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; and
- (s) direct, indirect, consequential and/or incidental damages of any kind including without limitation to any economic loss, profits, goodwill and all risk and liability for loss, damage or injury to you and your property and/or to any third parties and their property arising out of the misuse or mishandling of the Product by you.