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# Terms and Conditions of Gaggenau Maintenance Service (Applicable only for Singapore)

You have expressed intention to engage BSH Home Appliances Pte. Ltd., (also "**we**", "**us**", "**BSH**" and "**our**") for "**Gaggenau Maintenance Service**" (**"Service**") for your Gaggenau Home Appliances. By signing up for this Service, you hereby agree that you have read, understood, and agree to be bound by the following terms and conditions ("**Terms and Conditions"**):

## 1. ELIGIBILITY

The Service applies exclusively to Gaggenau Home Appliances ("**Appliance**") and is subjected to the following eligibility conditions:

(a) You have purchased the Appliance from us or from our authorized dealers/distributors/partners in Singapore; and
(b) You must use and maintain the Appliance in accordance with the Appliance operating manual or instructions and use it for domestic or household purposes only.

For the avoidance of doubt, we may, at our absolute discretion, refuse to provide the Service if we assess, in our opinion, that your Appliances have been misused, modified, tampered with and/or damaged beyond reasonable repair. Our decision shall be final and conclusive.

## 2. GAGGENAU MAINTENANCE SERVICE

2.1 BSH will provide the following Service for your Appliance subject to the following terms and conditions:

| Types of Service | Description of Service | Charges and Conditions | Exclusion |
|---|---|---|---|
| Maintenance Service ("Service") | A one-time maintenance Service for your Appliance.<br><br>The Service will include the following:<br><br>• a detailed checklist of diagnostic tests;<br>• serviceability inspection.<br>• maintenance tips and advice;<br>• repair service recommendations only (excluding repair services charges and spare parts); and<br>• a free cleaning and care product best suited for the appliance | • For 1 – 5 Appliances: S$180* per appliance per session; or<br><br>• For 6 or more Appliances: S$160* per appliance per session<br><br>Each Service includes up to 1 hour per Appliance and will be carried out in accordance with the Appliance's operating manual or instructions.<br><br><u>Note</u>: The above charges may vary depending on the types of Appliances. BSH's evaluation shall be final and conclusive. | Spare parts, repair services, cleaning services, and transportation charges are excluded from this Service, BSH will provide a quotation for these charges separately.<br><br><u>Note:</u> If a fault requiring repair is identified during the Service, you may choose the following options:<br><br>a) If you agree to proceed to repair your Appliance, BSH will make its best reasonable efforts to schedule a follow-up visit. In such cases, a repair fee will apply, while the transportation fee for the follow-up visit will be waived.<br>Maintenance services may also be performed during the same follow-up visit if not completed during the initial inspection Service. Some spare parts are subject to stock availability.<br><br>b) If you disagree with proceeding with the repair of your Appliance, the fee paid by you for this Service shall not be refunded. |
| **BSH reserves the right to change the rate without any notification to you and GST included in accordance with the prevailing rate* | | | |

2.2 The price for the Service rendered by us will be quoted in Singapore Dollars and our tax invoice, quotation, and/or sales order confirmation. You may need to pay for the Service in advance before we proceed with the Service. In the event of a delay in payment, we reserve the right to impose interest at a rate of 10% per annum on any overdue amount.

2.3 Labor and transportation charges may apply even if no Service is rendered.

2.4 The Service may not be applicable to all models of the Appliance. In such cases, we will notify you promptly. We reserve the right to determine your eligibility for the Service based on the specific Appliance model.

## 3. LIABILITY

3.1 We shall not be held liable and indemnify you and/or third party under this Terms and Conditions, for any direct, indirect, consequential, incidental, damages, lost, costs, economic loss, loss of profits, goodwill and all risk and liability for loss, damage or injury to you or your property and any kind of damages or loss whatsoever arising, whether in tort (including negligence and strict product liability), contract, equity relief or any kind whatsoever incurred or suffered or to be incurred or suffered by you and/or any third party arising out of and/or in connection with this Terms and Conditions, whether directly and indirectly.

3.2 We are not responsible for carrying out any structural, utility, electrical and/or plumbing works that are necessary for the proper functioning of your Appliance(s). You will be responsible for arranging and bearing the costs and risks of such works.

3.3 We reserve the right to amend, vary, modify, change, suspend, cancel, extend, remove or delete any terms and conditions of this Service at any time without prior notice. In the event of dispute arising out of the Service, the decision made by us shall be final and binding onto the parties involved in the dispute. We shall not be held liable to compensate and/or indemnify you in any manner whatsoever arises out of and/or in connection with the Service, whether directly and/or indirectly.

**4. PERSONAL DATA**

4.1 By participating in this Service, you hereby agree to provide personal data and/or information to BSH or BSH's appointed service providers or independent contractors for verification, inspection, diagnostic, contact, products delivery and/or other services related to this Service. Furthermore, you understand and agree that BSH may collect, use and/or disclose your personal data and/or information provided for promotional and marketing activities via email, push notification and/or SMS, administration, feedback, surveys, market research, services, delivery & installation of products by BSH or BSH's appointed service providers or independent contractors contracts, maintenance tips for products, individualized services and/or disclose and share your personal data with BSH's related corporations in Singapore and outside Singapore in accordance with the Personal Data Protection Act (2012) ("**PDPA**"), including any amendments thereto. You also agree to be bound by BSH's privacy policy at https://www.gaggenau-asia.com/general/privacy-policy and terms and conditions of warranty of Gaggenau Home Appliances at https://www.gaggenau-asia.com/general/warranty, for more information, please visit website at https://www.gaggenau-asia.com/.

4.2 You may withdraw your consent to provide personal data and/or information at any time by notice in writing to BSH data protection officer(s) at sgr_v_dpo@bshg.com. We will handle and process your personal data in accordance with the PDPA.

**5. GOVERNING LAW**

This Terms and Conditions of this agreement shall be governed by the laws of Singapore, and all parties hereto agree to submit to the exclusive jurisdiction of the Singapore Courts.

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