Terms and Conditions of Sale of Accessories and Spare Parts (Online Channel)

Thank you for visiting our Website. For your benefit, we encourage you to read the terms and conditions carefully before using any online services available on this Website. By accessing and using the online services of this Website, you acknowledge and agree that you have read, understood and agree to be bound by these Terms and Conditions.

You should discontinue to use the Website if you do not accept these Terms and Conditions.

This Website is owned and operated by **BSH Home Appliances Pte. Ltd. (UEN:199608497E)** (hereinafter referred to as "**BSH**", "**we**", "**our**" or "**us**"), who is the seller of the Products in this Website.

1. **Definition and General**

1.1 In these Terms and Conditions, the following expressions shall have the following meanings set out below:

(a) "**Customer**" or "**Customers**", **Guest**" or "**Guest**" or "**you**" or "**your**" shall mean you and all other persons who places an Order to purchase the Products on this Website under your Login or checkout as a Guest.

(b) "**Intellectual Property**" shall mean any information, text, graphics, designs, animations, artistic works, literary, inventions, names, images, designs, patents, audio files, video files, present and future copyrights, trademarks, trade names, trade secrets, domain names, emblems, taglines, corporate logos, logos, images, software programmes and/or other intellectual property rights, whether or not registered or registrable by any means.

(c) "**Login**" shall mean the access name selected by a Customer for accessing the Customer's "**MyBosch**" account (via a SingleKey ID) registered with us.

(d) "**MyBosch**" shall mean a free online member account that allows you to register your Products, view purchase history, manage warranty and service, find manuals and usage tips, and receive exclusive offers and discount codes, and newsletters about the Products.

(e) "**Order**" or "**Orders**" shall mean any order placed or submitted by you through this website to purchase the Product, whether under your Login or as a Guest.

(f) "**Product**" or "**Products**" shall mean any and all the accessories, spare parts and cleaning and care products for home appliances offered for sale by us on this Website. For the avoidance of doubt, "Product" or "Products" shall exclude any and all home appliances.

(g) "**Terms and Conditions**" shall mean the terms and conditions contained herein, including any modifications and amendments or additions thereto from time to time.

(h) "**Website**" shall mean Bosch home appliances website at https://www.bosch-home.com.sg/en.

1.2 All the Products sold by us through this Website are sold subject to these Terms and Conditions. By submitting your Order, you acknowledge and agree that you are over the age of eighteen (18) years, and that you have read, understood and agreed to be bound

by the Terms and Conditions, the Privacy Policy, the Legal Notice, the Cookie Policy, and the Terms and Conditions of use, in the form in which they appear at the time your Order is submitted to us for processing.

1.3 The Customer may place his Order via BSH's website at https://www.bosch-home.com.sg/en as a Guest or register as a "MyBosch" member. We strongly recommend you carefully preview and check any proposed Orders before adding them to your shopping cart and proceed with your Order.

Once the Customer has made the Order, the Customer will receive an email acknowledging receipt of the Order by BSH. We strongly recommend you to verify all entries in your Order. For clarification, such acknowledgement of receipt of Order does not constitute confirmation of acceptance of Order and it does not guarantee stock availability. The inclusion of any Products on the Website at a particular time does not guarantee that the Products will be available at all times.

1.4 BSH will make reasonable efforts to fulfil Orders placed by Customers through the Website. However, BSH shall not be liable to any person if BSH decline to accept all or part of an Order for any reason whatsoever, including but not limited to, an unforeseen change to the Products or unavailability of the Products, if applicable. In this case, BSH will proceed to fulfil the remainder of the Order in accordance with these Terms and Conditions.

1.5 No agent, third party service provider or contractor, or representative of BSH is authorized to make any warranties, representations or statements regarding the Products and BSH shall not in any way be bound by any such unauthorized warranties, representations or statements.

1.6 All pictures and images of the Products displayed on the Website are for illustration purposes and are intended to help the Customer recognise the Products only. The actual size, dimensions and colour of the Products may differ from those shown.

2. Guest and MyBosch Registered Users

2.1 The Customer may purchase the Products through the Website as a Guest or register as a MyBosch member.

2.2 A Customer who purchases as a Guest (without registering as a MyBosch member) must be a resident of Singapore aged eighteen (18) years old or above at the time of purchase. The Customer must provide accurate and complete information as required by BSH to process the order, including name, valid address, contact number and email address. If any information provided is inaccurate, untrue, incomplete or incorrect, BSH has the absolute right to refuse or cancel the order without any liability whatsoever.

2.3 To register as a MyBosch member, the Customer must be a resident of Singapore aged eighteen (18) years old or above at the time of registration. The Customer agree to complete the registration process in accordance with BSH's requirements, including but not limited to, provide your name, valid address, contact number, email address and nominate a Login name/username, password and enter correct Products information. If the Customer provide any information that is inaccurate, untrue, incomplete or incorrect, BSH has the absolute right to refuse, suspend or terminate the registration of such Customer without any liability whatsoever.

2.4 The Customer will receive an email from BSH as soon as practicable after you create your MyBosch membership account.

2.5 The Customer must create a Login name/username and password (via a SingleKey ID) to access and use MyBosch account. The Customer shall accept responsibility for all activities that occur under the Customer's Login and password. The Customer shall also ensure that the password is kept confidential and secure to prevent any unauthorised use. If the Customer becomes aware of any security breach or any unauthorised access to and use of the MyBosch account or password, the Customer agrees to notify BSH as soon as practicable. BSH shall not be held liable for any damages or losses whatsoever incurred and/or to be incurred if any third party gains unauthorised access to the Customer's MyBosch account.

2.6 BSH reserves the right to suspend or terminate the Customer's MyBosch account without notice for any reason whatsoever, including but not limited to, that the Customer have breached or BSH reasonably suspects that the Customer has breached these Terms and Conditions, or where BSH suspects fraud or unlawful activity. BSH shall not be held liable for any damages and losses whatsoever incurred and to be incurred as a result thereof.

3. Price

3.1 All prices are shown are in Singapore Dollars and include Goods and Service Tax ("**GST**") at the prevailing rate, where applicable. The Customer shall pay the price displayed at checkout, plus any delivery fees, administrative charges, handling charges and/or additional services charges, where applicable before the Customer proceeds to payment.

3.2 BSH will make reasonable efforts to ensure that the prices, details, size of the Products displayed on the Website are correct at the time the information is entered into the system. However, BSH reserves the right to vary and change the price and other details, descriptions or specifications of the Products without notice.

3.3 The price of the Product or promotion price of the Product shall be the price displayed on the Website at the time the Customers places Order. BSH makes reasonable effort to keep the prices accurate, but errors may occasionally occur. If we discover that a Product or promotion price of the Product has been listed at an obvious pricing error, we will notify the Customer as soon as possible by email or phone, and offer the Customer the following options:

(a) confirm the Order at the correct price; or
(b) cancel the Order and receive a full refund.

If the Customer does not respond within three (3) working days, or we are unable to contact the Customer after reasonable attempts, we may cancel the Order without any liability. Where we cancel an Order, or the Customer chooses to cancel the Order, we will refund the full amount paid, including any delivery fees or administrative charges, to the original payment method within thirty (30) days from the date of cancellation.

For the avoidance of doubt, an error is "obvious" where a reasonable Customer would recognize that the price is wrong, for example the price is far below the usual price or the retail price of the Products.

3.4 BSH reserves the right to correct any errors published on the Website at any time without notice.

3.5 All available discount codes for the Products are subject to availability, and each discount code can be used once per Customer. The discount codes have no cash value and cannot be transferred and are not extended after they expire, if applicable.

3.6 BSH reserves the right to limit sales and quantities of the Products, including but not limited to prohibiting sales to resellers. BSH shall also have the right to revise, suspend or discontinue a Product, sale or promotion at any time without prior notice.

4. Payment

4.1 Payment for the Products ordered through the Website can be made by a valid VISA or MasterCard or PayNow only. To the fullest extent permitted by law, BSH shall not be held liable for any damages and/or losses incurred and to be incurred in connection with any fraudulent or unauthorised use of a payment card or payment method by a third party in any manner whatsoever, whether directly or indirectly.

4.2 All payments must be made in full prior to delivery, including any applicable delivery fees, administrative charges, handling charges and/or additional charges, where applicable. If the payment cannot be processed for any reason whatsoever, the said Order will be rejected and the Customer is advised to contact its card issuer or bank to resolve any problems concerning the use of its credit card or payment method in order to continue with the Order.

5. Delivery

5.1 BSH will supply and deliver the Order you placed in the order confirmation. Subject to stock availability, BSH will use its best reasonable efforts to deliver the Products to the delivery address in Singapore specified by the Customer within three (3) to five (5) working days between Mondays to Fridays only. No delivery services will be available on Saturdays, Sundays and on Public Holidays.

5.2 The Customer's Order will be delivered via a third party dispatch company or delivery service provider appointed by us. BSH cannot guarantee any firm delivery time or dates and shall not be held liable for any delay in its delivery services if the delay is due to causes or circumstances beyond the control of BSH.

5.3 Delivery is strictly limited to addresses within Singapore. BSH do not provide overseas or international shipping. Any Order placed with an overseas or non-serviceable delivery address (for example, a P.O. Box address) may be cancelled at BSH's sole discretion. The Customer is responsible for ensuring that the delivery address provided is valid before placing an Order.

5.4 The Customer must inform BSH, its third party dispatch company or delivery service provider before delivery if the delivery address has any access difficulties, such as walk-up staircases, no lift, narrow entrances or restricted parking. Additional charges may apply for the extra manpower, equipment or time required, and BSH will inform the Customer of the additional charges before delivery. If the Customer fails to disclose such circumstances, BSH may charge additional costs incurred, including any re-delivery fees, and shall not be liable for any delay or failed delivery arising from the non-disclosure.

5.5 Delivery charges will be calculated based on the following Order received:

Order Received	Delivery Charges
All accessories, cleaning and care products, and spare parts Three (3) – five (5) working days (Mondays – Fridays only, excluding Saturdays, Sundays and Public holidays)	For Order below S$150.00 is S$4.90 per delivery per location For Order above S$150.00 – free delivery per delivery per location

5.6 If the Customer wishes to change the delivery address or delivery date, the Customer must contact our Customer Care Hotline at +65 6751 5000 or email us at bshgsgp.service@bshg.com at least forty eight (48) hours before the dispatch of the Customer's Order.

5.7 The Customer will be required to be available in person to accept delivery. A representative may accept delivery on behalf of the Customer, provided always that the said representative must be over eighteen (18) years of age and capable of receiving the delivery. The Customer or its representative may be required to produce a valid tax invoice, receipt and/or identity on delivery or collection of the Products, and all Products delivered shall be signed-off by the Customer or its representative on the delivery orders. BSH reserves the right to withhold delivery of the Products to the Customers or its representative if it has any doubts whatsoever as to the Customer's or its representative's creditworthiness or if insufficient identification or information.

Alternatively, the Customer may contact BSH's Customer Care Hotline at +65 6751 5000 at least forty eight (48) hours before the dispatch of the Customer Oder to request that the Products be delivered and left at the Customer's doorstep or at another safe location selected by the Customer. Where the Customer makes such a request, delivery shall be deemed completed once the Products are left at the selected location, and risk of loss, theft, damage of the Products shall automatically pass to the Customer at that time, whether or not the Customer or its representative is present to receive them. No signature or proof of identity will be required in such a case.

5.8 If the Customer is not available to receive the delivery, we will notify the Customer via email. An attempt will be made to contact the Customer for a second delivery. If the Customer is still not reachable on the second attempt, or if delivery is delayed due to the Customer's undue delay or unreasonable refusal to accept delivery for any reason whatsoever within seven (7) days from the date of the second notification, the Order will be deemed void and has no further effect, and the Customer shall bear all relevant costs incurred by BSH (including but not limited to the delivery cost and administrative charges).

5.9 The Customer or its representative shall inspect the Products at the time of delivery and note any visible damage, missing items or discrepancies on the delivery order before signing. Any claim for damaged, missing or incorrect Products must be reported to BSH writing within three (3) days of delivery, with supporting photographs or videos, where applicable. BSH shall not be held liable for any damage to any of the Products on delivery unless BSH is notified within the stipulated time herein.

5.10 We deliver Products to the point of delivery only and do not provide installation.

6. Cancellation of Order

6.1 All cancellation Orders are subject to BSH's verification and approval. BSH will conduct an evaluation for cancellation within seven (7) working days from the date BSH receives the Customer's submission.

For the avoidance of doubt, all pre-ordered Products are items that are not in stock locally and are order specifically from our overseas supplier upon your confirmation. As these pre-order Product are placed directly with our overseas suppliers, we are unable to accept cancellations or provide refunds after the order has been placed by you. These products are indicated with a "yellow" indicator in our Website, and the delivery date is estimated between two (2) to three (3) weeks.

6.2 The Customer may request cancellation by written notice (including email), but a request does not cancel the Order unless and until we approve it in writing. For the avoidance of doubt, no cancellation is allowed for display sets and clearance item(s) or if the Order(s) have been dispatched from the warehouse or are in transit.

6.3 The Customer must provide valid proof of purchase, for example a valid tax invoice and/or receipt, when making a cancellation request.

6.4 The Customer will receive an email confirmation on the status of the cancellation request, or BSH's service ambassador will advise the Customer if the request is made in person at Bosch Customer Service Centre.

6.5 All approved cancellation Orders are subject to an administrative fee of S$15.00 or 5% of the value of each cancelled item, whichever is higher. This administrative fee must be paid by the Customer upfront before the cancellation is processed by BSH.

6.6 If the Customer cancellation is approved by BSH, BSH will process the refund to the original payment method within thirty (30) days from the date of approval.

6.7 BSH reserves the right to reject any cancellation that it deem unfit or unreasonable. The above terms and conditions are subject to change without prior notice.

7. Return of Order

7.1 Subject to the conditions set out below, the Customer may return the Products to BSH within seven (7) working days from the date of delivery of the Products. The Customer shall meet the following requirements for a return:

(a) the Product(s) is defective or the Customer received the wrong Product(s) which is different from the Order is delivered;
(b) the Customer must provide, a valid proof of purchase, i.e. a valid tax invoice and/or receipt;
(c) the Product(s) must be in original, new condition and unused, and the packaging must be unopened with the packing seal intact;
(d) the Product(s) must not have been installed or had any data inputted; and
(e) the Products and packaging are not damaged.

7.2 The Customer may contact BSH's Customer Care Hotline at +65 6751 5000, email bshsgp.service@bshg.com or visit Bosch Customer Service Centre to initiate a return request.

7.3 All returned Product(s) are subject to BSH's verification and prior approval. BSH will conduct an evaluation for return within seven (7) working days from the date BSH receives the Customer's submission. The Customer must satisfy the requirements under paragraph 7.1 above for the return to be accepted.

7.4 The Customer will receive an email confirmation on the status of the return request, or BSH's service ambassador will advise the Customer if the request is made in person at Bosch Customer Service Centre.

7.5 All approved returns are subject to an administrative fee of S$15.00 or 5% of the value of each returned Product, whichever is higher. This administrative fee must be paid upfront by the Customer before the return is processed by BSH.

7.6 If the Customer's return is approved by BSH, BSH will process the refund to the original payment method within thirty (30) days from the date of approval.

7.7 No return is allowed for display sets and clearance items. Once the Products have been installed, they may not be returned or exchanged, except where the Products are defective or the wrong Products were delivered.

7.8 BSH will not provide a refund or exchange or accept a return, where the Customer has simply changed their mind or the Product did not meet the Customer's expectations.

7.9 BSH reserves the right to reject any return that it deems unfit or unreasonable.

7.10 There is no warranty for spare parts, accessories and cleaning and care products.

7.11 The above terms and conditions are subject to change without prior notice.

8. Intellectual Property

8.1 All right, title, benefit and interest in all Intellectual Property in the concepts, systems, written, images, graphic and other material relating to this online Website, and in all text, design, graphics, photographs, images, diagrams, forms and other materials published on this Website shall at all times remain the exclusive property of BSH and or BSH group of companies.

8.2 By accessing this Website, you expressly acknowledge and agree that no permission or license to use any Intellectual Property is granted to you by BSH, whether directly or indirectly, expressly or by implication. You shall not infringe the Intellectual Property and proprietary rights of BSH, BSH group of companies or its related companies. Without BSH's prior written consent, you shall not copy, reproduce, republish, re-advertise, upload, download, post, transmit, distribute, disseminate, store in any retrieval system, modify, alter, amend, publicly display or otherwise deal with this Website, its content or any part of the Intellectual Property, in any manner whatsoever and for any purpose, whether directly or indirectly. BSH and/or BSH group of Companies will take all necessary steps to enforce its rights against any unauthorised use.

9. Content of the Website

9.1 We make reasonable efforts to ensure that the information provided on this Website is correct and up to date. However, the information may contain errors, mistakes, omission or inaccuracies and we reserve the right to correct them at any time. To the extent permitted by law, we disclaim all express and/or implied warranties, and make no representation as to the accuracy and/or completeness of any information on this Website.

We accept no responsibility or liability for the content of this Website or for anything posted on or linked to it in any manner whatsoever, whether directly or indirectly

9.2 The materials and information on this Website are provided for information purposes only and do not constitute a solicitation or offer. We may modify, delete or replace them at any time, at its sole discretion and without notice.

10. External Links

10.1 This Website may contain links to other websites and pages that are not owned, maintained or controlled by BSH. It may also contain information or materials posted by third party advertisers or sponsors, where applicable. If you follow any of these links, you leave this Website, and/or you access the other website or page at your own risk. BSH disclaims all responsibility and liability for such websites, pages, information and materials.

11. Title and Risk

11.1 All risk in the Products shall pass to the Customer upon delivery to the Customer's delivery address. BSH shall retain title to the Products until BSH has received full payment for the Products.

12. Disclaimer and Indemnity

12.1 By accessing and using this Website, the Customer acknowledges and accepts that the use of the Website is at the Customer's own risk. To the fullest extent permitted by law, We make no guarantee, representation and/or warranty, whether expressly and/or implied, that the Products and/or services made available on the Website are of good title, correspond with description, merchantable, of satisfactory fitness or quality for any general or particular purpose. We shall not be responsible for providing any technical assistance and/or support and/or backup facility or unavailability of the Products. To the fullest extent permitted by law, we, our affiliates, directors, officers, employees, agents shall not be liable to the Customer or any third party for any loss or damage, personal injury or property damage of any kind (including direct, indirect, incidental, special or consequential loss, and any loss of profit, revenue, business, goodwill or data) arising out of or in connection with the Customer's access to or use of, or inability to access or use, the Website, the Products or any services made available on the Website, whether in contract, law of equity, tort of negligence or otherwise.

12.2 To the fullest extent permitted by law, we make no guarantee, representation and/or warranty, whether expressly and/or implied, in relation to the Website, its operation and contents and materials contained and/ or referred to in any part of the same. The Website and its contents and materials are provided on an "as-is" and "as available" basis. We make no guarantee, representation and/or warranty, expressly and/or implied, in respect of any accuracy, quality, reliability, completeness, timeliness, merchantability, fitness for a general and particular purpose, non-infringement and title. To the fullest extent permitted by law, we shall not be liable for any loss or damage arising from the Customer's reliance on any content, information or materials on the Website, including any inaccuracy, error, omission, or lack of completeness, reliability or timeliness. The Customer is responsible for independently verifying any information before relying on it. Links to third-party websites, where provided, are for convenience only, and we are not responsible for the content, availability or practices of those websites.

12.3 We make no guarantee, representation and/or warranty, whether expressly and/or implied that the contents and materials available through the Website or functions associated therewith shall be uninterrupted, error-free, that defects shall be rectified or that the

Website and the server are and will be free from all bugs, viruses, trojan horses, cyber-attack and/or other harmful code or communications which may be transmitted to or through the Website by any third party. To the fullest extent permitted by law, we shall not be liable for any loss or damage arising from any interruption, delay, suspension, downtime, error, defect, bug, virus, trojan horse, cyber-attack or other harmful code or communication affecting the Website, the server, or the Customer's device, software or data. The Customer is responsible for maintaining up-to-date security software and for backing up their own data.

12.4 To the fullest extent permitted by law, our total aggregate liability whether in contract, tort of negligence or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the Products or services, or any other breach of our obligations hereunder shall not in any event exceed an amount equivalent to the price paid by the Customer for the Products or services.

12.5 You shall indemnify and keep BSH, its affiliates, directors, officers, employees, agents harmless and indemnified at all times, against all actions, claims, demands, liabilities, losses, damages, costs and expenses (including legal fees on a full indemnity basis) arising directly or indirectly out of or in connection with your breach of these Terms or your use of this Website, including any claim brought by any third party.

13. Force Majeure

13.1 BSH shall not be held liable for any delay or failure in the performance of any of its obligations which is prevented by reason of "force majeure", which shall include any event or circumstances beyond its reasonable control, decree or restraints of any Government, illegality, Acts of God, strikes, war, riot, civil commotion, cyber-attacks, fire, sabotage, trade war, perils of the sea or embargo, delay in transit, flood, typhoon, military action or civil unrest, epidemics (which may include but not be limited to SARS or SARS'-like or Covid-19 pandemic-like events), haze, other natural disasters or adverse weather conditions, shortage or unavailability of Products or raw materials, interruption caused by or attributable to acts or omissions of third parties beyond the control of BSH, or acts of government in a sovereign or government policy and rulings.

14. Right to Variation and Modification

14.1 We reserve the right to vary the Terms and Conditions from time to time. Further, we also reserve the right to modify the contents and materials contained on the Website and/or cancel an Order at any time, including but not limited to revisions, amendments, and alteration of prices, withdrawals and/or discontinuation of any Product and/or service at any time and at our absolute discretion.

14.2 The Customer shall review the Terms and Conditions prior to submitting any Order. If we vary or modify the Terms and Conditions, the Customer's continued access to or use of the Website after the said variation or modification shall be deemed to constitute an affirmative acknowledgment by the Customer of the said variation or modification, and agreement to abide by the same.

15. Governing Law and Jurisdiction

The Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore without giving effect to any principles of conflict of law. The Customer hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

16. **Miscellaneous**

16.1 The headings in these Terms and Conditions are inserted for convenience only and shall be ignored in construing these Terms and Conditions.

16.2 If there is any conflict, contradiction or inconsistency between these Terms and Conditions and any other relevant terms and conditions, notices, policies or documents, the most stringent provision, in our sole opinion, shall apply.

16.3 No failure or delay by BSH in exercising any right or remedy under these Terms and Conditions will operate as a waiver of that right or remedy, nor will any single or partial exercise of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

16.4 A person who is not a party to any Order shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of that Order.

16.5 If any provision or any part of any provision of these Terms and Conditions is illegal, void prohibited or unenforceable, it shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof. Any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other provision contained herein.