

Conditions of the 10 Year Bosch EcoSilence Drive® Motor Warranty against Defects

This section sets out the *Conditions* of the 10 year motor warranty against defects, which is offered on Bosch washing machine models that feature the EcoSilence Drive®, including eligibility, the scope of this warranty against defects (**including exclusions**) and your obligations to register your appliance online to be eligible for the protection of this ten year motor warranty against defects.

Application of the warranty

- 1. This warranty against defects for Bosch motors in washing machine models that feature the EcoSilence Drive® is separate to our standard Bosch appliance warranty. This Warranty against defects is provided in addition to other rights and remedies that you may have at law.
- 2. This warranty is, subject to these Conditions, for a period of ten years beginning with the delivery of the appliance to you, the first end-user, provided that you, the first end-user, register the appliance within three months of the delivery date in accordance with these Conditions (*Warranty Term*).
- 3. This warranty against defects is applicable to new Bosch washing machine models that:
 - (a) feature the EcoSilence Drive®;
 - (b) are purchased from 18 August 2014;
 - (c) are purchased from participating authorised Bosch resellers in Australia; and
 - $\hbox{(d)} \quad \hbox{are used for personal, domestic use only (i.e.\ no\ business\ or\ commercial\ use),}$
 - and excludes Ineligible Products as defined in Condition 4 (*Eligible Products*).
- 4. *Ineligible Products* means any dryer, single washer/dryer models (i.e. appliances that both wash and dry), trade seconds, scratch and dent stock or used stock.

Your obligations

- 5. To obtain the ten year motor warranty against defects you must register the appliance online at **www.bosch-home.com.au**. Registration is only possible if you, the first end-user of the appliance, agree to the provision, storage and use by us of the information requested to be entered as part of the registration process. A confirmation of registration will be provided and must be kept by you in order to claim under the warranty in the future.
- 6. The confirmation of registration referred to in Condition 5 and the original sales receipt showing the purchase / delivery details for the appliance will be accepted as verification of the warranty and original ownership of the appliance (*Verification Documents*).

Exclusions and limitations

- 7. This warranty applies to the EcoSilence Drive® motor only, **excludes the inverter** and will not apply if an EcoSilence Drive® motor fault is caused by:
 - (a) any defect or damage which is a result of repair, alteration or modification carried out without the written permission of BSH;
 - (b) the use of parts not manufactured, sold or approved by BSH are used in any replacement or repair;
 - (c) the appliance is operated on an electrical, gas or water supply which differs from the ratings specified on the rating plate and instructions for installation and use of the appliance;
 - (d) the appliance is damaged as a direct result of incorrect installation or being used for a purpose for which it not designed, sold or otherwise not in accordance with any instructions for installation and use;
 - (e) if changes occur in the condition or operational qualities of the appliance due to incorrect storage, mounting, climate or any other influence outside the control of BSH;
 - (f) the appliance is damaged as a result of operating the appliance incorrectly or when it was known to be defective;
 - (g) when parts requiring replacement due to normal wear and tear including the replacement of the following parts: lenses, globes, glassware, fuses, filters, door seals, bags and similar parts were not replaced;
 - (h) when the clearing of blockages in pumps and hoses did not take place;
 - (i) when damage is caused directly or indirectly by utility supply problems, lack of user care, electrical storm damage or incorrect power supply;
 - (j) when the cause of a defect or damage is due to operator error.

Total liability

- 8. Subject to these Conditions, in particular this Condition 8 and Condition 15 below, if the EcoSilence Drive® motor of an Eligible Product fails during the Warranty Term:
 - (a) we will at our sole discretion repair or replace the EcoSilence Drive® motor only with the same or an equivalent model at no charge for the motor only at its place of installation and any replaced components will become our property; and
 - (b) we will not bear the costs of transport of the appliance for service or the service agent's costs to replace the EcoSilence Drive® motor, including travelling costs to and from your home or any other costs outside the cost of the motor. If you live outside the service area of BSH or one of its service agents, you may be required (at your expense) to return the product to the authorised service provider and collect it.

How to claim

- 9. Registration in accordance with Condition 5 above must have been completed as required prior to you claiming under the warranty or having the warranty honoured by us.
- 10. To file a claim, you, the first end-user, must contact BSH by telephone on 1300 369 744 or by post to After Sales Service, BSH Home Appliances Pty Ltd, Locked Bag 66, Clayton South, Victoria 3169, within the Warranty Term. The Verification Documents referred to in Condition 6 above and the appliance identification details requested must be provided or presented to us or our authorised service provider as requested.
- 11. BSH will organise for the product to be assessed to determine if the fault or problem is covered by this warranty. BSH will advise you by telephone, email or in writing whether the fault is covered by this warranty.

Other terms and conditions applying to the warranty against defects

- 12. Any work performed under this warranty will not extend or renew the warranty period. The warranty period under this warranty for installed replacement parts ends with the original 10 year warranty period.
- 13. Subject to Condition 15 below and to the extent permitted by law, further or other claims (in particular claims for damages suffered beyond the appliance itself) are excluded.
- 14. These Conditions do not affect any warranty obligations of the seller arising from the purchase agreement with the end customer.

Statutory guarantees

- 15. The benefits to the consumer given by the warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. The benefits offered by this warranty are in addition to your rights and remedies under Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to major failure. In the event of a minor failure, the Company reserves the right to choose to repair or replace the appliance.
- 16. BSH, a subsidiary of the BSH Home Appliances Group, will use your personal information for customer service and administration, including warranty claims and to contact you, for product development, surveys and direct marketing. We may need to disclose your personal information to our related companies and to third parties outside BSH for these and other business purposes, including for warranty registration and claims such as to agents, contractors and service providers (e.g. mailing houses). Some of them are located overseas. We will not otherwise disclose your personal information unless you have consented or we are otherwise required or authorised by or under an Australian law or a court/ tribunal order to do so. By providing us with the personal information in the Warranty Registration section you will be assisting us to provide you with customer and administration support or services, including in relation to any warranty claim you may have.
- 17. We may direct market to you via email, SMS, mail or telephone. If you do not wish to receive direct marketing communications from us in the future you may opt-out at any time by (in the case of electronic communications) clicking the "unsubscribe" button, or contacting us at bshau-disec@bshg.com, telephoning 03 8551 1100, or by writing to us at 1555 Centre Road, Clayton, Victoria, Australia 3168 to the attention of the Privacy Officer.
- 18. For more information about how BSH handles your personal information, how to access and correct it, how to make a complaint and how we handle complaints, see our privacy policy at www.bosch-home.com.au (follow the 'Privacy' link located in the footer of the website) or telephone 03 8551 1100. If you wish to access, correct or update your personal information please contact us at bshau-disec@bshg.com or telephone 03 8551 1100.
- 19. A term (or part or parts thereof) of these Conditions will not apply where the term is unenforceable under the law of the relevant jurisdiction under which any legal action is legitimately taken, however such terms (or part or parts thereof) are severable and do not invalidate the remaining terms.
- 20. These Conditions will be governed by and construed in accordance with the laws in force in Victoria, Australia.

This warranty is given by: BSH Home Appliances Pty Ltd

Locked Bag 66, Clayton South, Victoria 3169

Phone: 1300 369 744

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