

MIELE NEW ZEALAND LIMITED
TERMS AND CONDITIONS OF SALE
EFFECTIVE FROM OCTOBER 2011



1. AGREEMENT

1.1 An agreement is made between Miele and the customer for the purchase of the product/s as specified in an order (“**agreement**”) if and when Miele issue an order confirmation to the customer in respect of that order.

1.2 The agreement comprises the order, the order confirmation, these terms and conditions and any additional terms as specified.

2. PRICE

2.1 The price payable by the customer to Miele for the product/s is the price specified in the order confirmation.

3. PAYMENT

3.1 Subject to clause 3.2 and 3.3, 30% of the price is payable as a security payment upon submission of the order by the customer.

3.2 All orders for Miele Display and B-Stock must be paid in full at the time of order placement.

3.3 All orders for products that are placed with a delivery date of three (3) days or less must be paid in full at the time of order placement.

3.4 Full payment of the price or balance is required the earlier of, delivery of the product/s or 180 days from the order placement date. If full payment is not received within 180 days from the order placement date, Miele may cancel the order and charge the applicable cancellation fee in accordance with clause 4.1 and 4.2 of these terms and conditions.

3.5 Subject to provision 3.4, if the agreement relates to two or more products and they are delivered on different dates, that part of the price (or the balance of it) which relates to the product delivered on a particular date is payable on that date and by the time of delivery.

4. CANCELLATION FEE

4.1 If your order is cancelled, all monies received will be returned excluding the applicable cancellation fee.

4.2 A cancellation fee of \$250.00 (AUD) will apply to all cancelled orders.

5. DEFAULT IN PAYMENT

5.1 If the customer fails to make any payment when due, the customer must, without prejudice to any other right or remedy of Miele:

- i. pay interest on the amount outstanding calculated daily at a rate equal to The Reserve Bank of New Zealand's base rate plus 5%;
- ii. reimburse Miele for all reasonable costs and expenses incurred in relation to the outstanding debt and chasing payment of it; and
- iii. upon reasonable notice by Miele, return the product/s to Miele or permit a representative of Miele reasonable access to the location of the product/s to repossess the product/s.

6. DELIVERY

6.1 All orders must be settled and delivered within 12 months of the order placement date. Orders not settled and delivered within this time frame may be cancelled and Miele may charge the applicable cancellation fee in accordance with clause 4.1 and 4.2.

6.2 Subject to clause 6.4, Miele will deliver the product/s to the location specified in the order. Where no location is specified, Miele will deliver the product/s to the customer's address as set out in the order.

6.3 Miele will deliver the Goods in accordance with provision 6 of these terms and conditions. The risk of loss of or damage to the product/s passes to the client upon delivery. Notwithstanding this, Miele will provide the client with 14 days' notice from delivery to instruct Miele of any damage to the product/s. Within this period, Miele will remedy the damage provided that the product/s have not been installed.

6.4 Miele is not required to deliver the product/s in accordance with clause 6.2 if the location to which the product/s are to be delivered is outside metropolitan Auckland, Wellington, Christchurch and Palmerston North. In those circumstances, Miele may notify the customer of the location at which the product/s are available for collection or at its sole discretion elect to deliver the product/s to a location beyond those metropolitan regions.

6.5 Subject to clause 6.6, the delivery date will be the date specified in the order or, if no date is specified, such alternative date as the customer and Miele later agree on (“**delivery date**”).

6.6 Miele will use reasonable commercial endeavours to deliver the product/s on or about the delivery date. If Miele is unable to deliver the product/s (by reason of inventory shortage, transportation difficulties or otherwise), it will use reasonable commercial endeavours to do so within a reasonable period after the delivery date.

6.7 If Miele does not deliver the product/s within 30 days of the delivery date, by reason of a cause within Miele's reasonable control, the customer may give 5 business days notice of termination of this agreement. If the product/s are not delivered in the notice period, this agreement is terminated on expiry of that period.

6.8 If the model of the product/s is discontinued or superseded and not available for delivery on the delivery date, Miele will notify the customer as soon as practicable prior to the delivery date that:

- i. Miele is prepared to instead supply a model of equivalent or superior standard, and specify that model and any addition to the price for the model change; or
- ii. There is no equivalent model available and this agreement is therefore terminated with immediate effect.

6.9 If the customer accepts Miele's offer of an alternative model in accordance with clause 6.8(i), the product/s and the price will be varied as per Miele's offer. If the offer is rejected, this agreement is thereby terminated with immediate effect.

6.10 Miele will deliver the product/s at a time arranged by Miele and the customer (“**delivery time**”). In the event that the customer is not present to accept delivery at the nominated delivery time, the customer will be liable to pay Miele a fee to have the product/s re-delivered at a new delivery time/date, as arranged by Miele and the customer. This re-delivery fee is payable by the customer prior to Miele re-delivering the product/s at the new nominated delivery time/date.

6.11 Subject to clause 9 and applicable consumer protection legislation, if the customer accepts delivery of the product/s (or collects the product/s in accordance with clause 6.4) and subsequently changes their mind about the product/s (including where the customer orders the incorrect product), Miele may, in its discretion, agree to:

- i. accept return of the relevant product/s from the customer; and
- ii. provide replacement product/s to the customer.

In these circumstances, the customer must pay:

- i. a re-stocking fee of 20% of the price of the product/s returned; and
- ii. any difference between the price of the product/s being returned and the replacement product/s selected.

The customer acknowledges that this re-stocking fee represents the costs incurred by Miele in accepting and re-stocking the returned product/s. Miele will not impose the re-stocking fee where the customer is not at fault (including where the Miele Chartered Agent submits an incorrect order).

6.12 If the customer:

- i. fails to accept delivery of the product/s, or
- ii. fails to accept delivery of the product/s by Miele within 30 days of being notified by Miele that they are ready for delivery; or
- iii. fails to collect the product/s in accordance with clause 6.4 within 30 days of being notified by Miele that they are available for collection.

Miele may give the customer 5 business days notice of termination of this agreement. If the customer fails to collect or accept delivery within that notice period, this agreement is terminated on expiry of that period and Miele may charge the applicable cancellation fee in accordance with clause 4.1 and 4.2.

6.13 If Miele is unable to contact the customer after making reasonable attempts to arrange delivery or collection, Miele may give the customer 30 days notice of termination of this agreement. If the customer fails to make arrangements within the notice period, this agreement (including any order) is terminated upon expiry of that period and Miele may charge the applicable cancellation fee in accordance with clause 4.1 and 4.2.

7. PRODUCT INSTALLATION

7.1 Miele may arrange for the installation of Miele washing machines, tumble dryers, dish washers, refrigerators and stacking kits delivered to the customer's premises within metropolitan areas of Auckland, Wellington, Christchurch and Palmerston North, provided that the required services are available and no structural work is required (“**Miele installation**”).

7.2 Fees and charges are applicable for the Miele installation, details of which will be provided by Miele and agreed with the customer prior to any installation.

7.3 Miele recommends that the products be installed in accordance with the Miele installation instructions that accompany each product. If a Miele product is not installed in accordance with the instruction manual, this may affect the Miele warranty offered under clause 9. A Miele installation means that the products will be installed in accordance with the instruction manual. A request to verify or rectify the installation of a Miele product/s installed by a party other than Miele or a Miele Service Agent will incur a service fee.

7.4 Miele is not liable for any loss or damage to product/s which occurs through installation of the product/s by parties other than Miele or a Miele Service Agent.

7.5 A Miele installation ensures you'll receive the benefits listed below:

Performance - We ensure the maximum performance from your appliance by installing it right the first time.

Confidence - Our technicians are qualified and insured. We will install your Miele appliance/s according to all local codes and regulations.

Satisfaction - We guarantee our workmanship for a period of one year. If, during this time, you are not satisfied with any aspect of our workmanship, we will rectify it at no charge.

A Miele Installation Includes:

- Unpacking and preparing appliance(s) for installation (inclusive of the removal of protective film).
- Disposal of packaging materials.
- Inspection of appliance(s) for any existing damage or defect.
- Inspection of facilities before starting.
- Installation of Miele stacking kits.
- Connection of the appliance(s) to existing electric, and/or water service (Electrical and water inlet's must be within 1.5m of product).
- Insertion of appliance into cavity / niche.
- Levelling and securing your appliance.

- Testing your appliance to make sure it's performing accurately and provide a functional user demonstration.
- Disposal of existing appliance/s (excluding refrigeration) on request (additional fees / charges apply).

Dishwasher Installation

- Where integrated, fit the fascia and door panel.
- Secure dishwasher to adjacent cabinetry (model types U, I & VI).
- The water valve (tap) must be ¾ inch male thread.
- Provide an inlet/hole for the waterproof inlet connection.
- Fitting of the water proof system (only if access is available).

Laundry Appliances

- Remove the transit bars and level the appliances.
- Provide an inlet/hole for the waterproof inlet connection.
- The water valve (tap) must be ¾ inch male thread.

Refrigeration Installation

- Trim-kit installation (if applicable)
- Connections to mains water (if applicable) – this does not include any plumbing works. Installation can only occur if correct plumbing works have been completed.

A Miele Installation Does Not Include:

- Completion of structural or flooring work including the removal of access doors, securing a plinth, trimming or modifying any cabinetry (excluding to provide an inlet for the water proof system), kick panel or door panel.
- Fitting of reducer valves, nor the completion of any plumbing or electrical works.
- Tampering or modification of any Miele product including the water proof system.

7.6 Prior to the date of Miele installation, the customer must ensure that all required plumbing and electrical works have been completed. Connections to the mains water supply must incorporate a mains stopcock with ¾ inch thread.

7.7 The facilities where the appliance(s) are to be installed should be inspected by the customer prior to installation to ensure that they are free from any defects or obstructions and existing appliances are removed from the niche / cavity.

7.8 The customer must advise Miele prior to the date of installation of any obstructions which may prevent or hinder the installation including, but not limited to:

- Access obstructions;
- Lack of power / distance to power inlet;
- Lack of water / distance to water inlet;
- Other works being completed at the premises;
- Hazardous materials / substances located at the premises; and
- Flooring deficiencies.

8. OWNERSHIP AND RISK

8.1 Miele remains the owner of the product/s until the price is paid in full to Miele and the product/s have been delivered to the customer.

8.2 The customer must not sell or otherwise deal with the product/s until the price is paid in full to Miele. If the customer purports to do so, the customer will be deemed to hold the proceeds of sale or other realisation (or the amount equal to the outstanding) on trust for Miele.

8.3 Notwithstanding clauses 8.1 and 8.2, the risk of loss of or damage to the product/s passes to the customer upon delivery. After delivery, the customer is responsible for storing the product/s prior to any installation and is liable for any loss or damage which occurs during such storage.

9. WARRANTY

9.1 Miele domestic products are subjected to rigorous testing and assessment as to their quality and fitness.

9.2 Our goods come with guarantees that cannot be excluded under the Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other 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 a major failure.

9.3 Warranties and conditions as to the merchantability and fitness for purpose of Miele domestic products are implied under New Zealand consumer protection legislation. The warranty in this clause 9 is independent of, and does not exclude or limit, any non-excludable statutory warranties and conditions implied by such legislation.

9.4 Miele warrants that the product/s will be free from defects in materials and workmanship for a period of 24 months from:

- the date of delivery, or
 - where applicable, settlement of the development (evidentiary documentation required), or
 - where applicable, six months following the practical completion of any development.
- Miele does not make any further representation or warranties as to the merchantability of its domestic product range.

9.5 Miele reserves the right to inspect and test the product/s for the purpose of determining the extent of any defect and the validity of any claim made under this warranty. All defective parts/products replaced by Miele under this warranty will be deemed to be the property of Miele.

9.6 This Miele warranty will not apply if the product/s is rendered faulty by a factor other than a defect in materials and workmanship. Such factors include but are not limited to:

- damage through misuse (including failure to maintain, service or use with proper care), neglect, accident or ordinary wear and tear (including deterioration of parts and accessories and glass breakage);
- use for a purpose for which the product was not sold or designed;
- in the case of household appliances and vacuum cleaners, commercial use;
- use or installation (where applicable) which is not in accordance with any specified instructions for use or installation;
- use or operation after a defect has occurred or been discovered;
- damage through freight, transportation or handling in transit (other than when Miele is responsible);
- damage through exposure to chemicals, dusts, residues, excessive voltage, heat, atmospheric conditions or other forces or environmental factors (including vermin damage) howsoever outside Miele's control;
- repair, modification or tampering with by the purchaser or any person other than Miele or an authorised Miele Service Agent; or
- use of parts, components or accessories which have not been supplied by or specifically approved by Miele (including use of a dust bag other than genuine high performance Miele dust bag).

This warranty does not apply to consumables such as batteries, filters or globes.

9.7 Customer must retain proof of purchase (receipt) in order to be eligible to make a warranty claim under this clause 9.

9.8 The Miele warranty provided under this clause is a transferable right.

10. HOW TO MAKE A WARRANTY CLAIM

10.1 Conduct a basic check of the product i.e. to establish if it is appropriately connected. It is also a good idea to check the Miele user manual. If the problem persists follow our simple claims process:

1. Notify Miele who will arrange at no cost to you a warranty repair or service, call (06) 350 1350 or e-mail: service.nz@miele.com.au.
2. Provide and make available the warranty card or a copy of the purchase receipt to show that the warranty applies to the product at the date of the claim.

Please note that Miele may engage other persons or parties to assist it in fulfilling its obligations. We always try to complete repairs in the shortest amount of time possible.

11. SERVICE & SPARE PARTS

11.1 While Miele will use reasonable commercial endeavours to have all necessary spare parts available for the purpose of repair or service, Miele is not liable for delays due to sourcing of unusual parts which are required, or due to circumstances beyond the control of Miele.

11.2 Miele has a policy of assuring the availability of spare parts and service for all Miele products for a period of not less than five (5) years following the cessation of production of the applicable product. After this period, availability of spare parts and service will depend upon the particular Miele product. Please contact Miele for more details in relation to availability of spare parts and service.

12. COMPLAINTS / CUSTOMER CARE

12.1 We take our customer service seriously and want to hear about any problems that you may have had or the level of service you have been provided.

To notify us of these issues, please collect all the relevant information on your query and direct it to:

The Complaints Officer
Miele New Zealand Ltd.
Unit L, 10-20 Sylvia Park Rd
Mt Wellington Auckland 1060
Or e-mail: contact@miele.com.au

13. PRIVACY

13.1 Miele will collect and deal with the customer's personal information (including name, address, telephone contact or personal details) only in accordance with Miele's Privacy Charter and the Privacy Act 1993 (NZ). A copy of the Privacy Charter is available from Miele or www.miele.co.nz.

13.2 Miele may disclose personal information to its related companies and to organisations which provide services (including delivery services) to Miele or which assist Miele in providing services (including repair / warranty services) to its customers.

14. GOVERNING LAW

14.1 This agreement is subject to the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.

15. DEFINITIONS

'Additional terms' means any other terms and conditions as recorded in any order confirmation or project or commercial quotation issued by Miele.

'Agreement' means the agreement entered into pursuant to clause 1.1.

'Customer' means the person or entity whose name and address appears on the order as the purchaser of the product/s.

'Miele' means Miele New Zealand Limited. IRD 98 463 631 of Unit L, 10-20 Sylvia Park Road Mt Wellington 1060 Auckland New Zealand

'Order' means the order provided by the customer to Miele for the purchase of the product/s and includes an order by way of acceptance of a tender, quotation or offer made by Miele.

'Order confirmation' means the written confirmation of the order by Miele.

'Price' means the price payable by the customer to Miele for the product/s as specified in the order confirmation.

'Product/s' means the Miele products referred to in the order.

'Security payment' means the amount paid by the customer to Miele with the order.