



10 YEAR WARRANTY*

Peace of mind with Miele quality.

*Terms and Conditions of 10 Year Warranty

Miele New Zealand Limited of 8 College Hill, Freemans Bay, Auckland, 1011 (Miele) Telephone: 0800 4 MIELE Email: centre.auckland@miele.co.nz

1. Promotional Period: 1 April 2021 to 30 April 2021.
2. Promotion: During the Promotional Period, Miele is offering a 10 year warranty.
3. ***10 Year warranty inclusions:** New boxed stock of Built-In Beverage Machines, CombiSet Cooktops, Cooktops, Dishwashers, Freezers, Fridges, Fridge/Freezers, Microwave Cookers, Ovens, Rangehoods, Steam Cookers, Warming Drawers, Vacuum Drawers.
4. ***Promotion excludes:** Benchtop Appliances, Dryers, FashionMaster Steam Irons, Washing Machines, Floorcare and Vacuum Cleaners, Freestanding Cookers, Professional and Professional for the Home products (including Proline and Little Giants), Projects/commercial orders (i.e. multi-unit or other developments), Care Collection, B-Stock, run-out models, seconds, accessories, spare parts, ex-display and any service items. Any product not listed in the above inclusions or exclusions shall be deemed excluded from this offer.
5. Purchases must be made within the Promotional Period by paying the full purchase price or by payment of 30% deposit of purchase price.
6. Promotional applies only to purchases from Miele New Zealand Ltd directly or via an authorised Miele Chartered Agent retailer in New Zealand.
7. Promotion is not exchangeable for cash or other goods.
8. Promotion cannot be used in conjunction with the Miele Service Certificate (MSC).
9. Promotion is available for domestic sales only.
10. Promotion is not available to Miele staff, their family or Miele Chartered Agency staff.
11. Subject to stock availability.
12. Miele's standard Terms & Conditions apply at www.miele.co.nz

SUMMARY OF CONSUMER GUARANTEES ACT 1993 (CGA) RIGHTS

1. If you are a consumer under the CGA, you have certain rights in respect of goods that a business sells you. Goods must:
 - be durable for as long as most people would expect that kind of good to last;
 - be fit for their purpose – do all the normal things that people would expect this kind of good to do;
 - be free of minor and major faults; and
 - do what you, the consumer, are told they do including anything written on the box or in advertising material.
2. If a good fails to meet one of the guarantees set out in the CGA, you have the following rights:
 - If the failure is serious you can choose between a refund, a replacement with goods of the same type and similar value, a repair or keeping the goods and the business that sold you the goods will pay you an amount of money to cover the loss of their value.
 - If the failure is not serious, the business that sold you the goods can choose to refund, repair or replace with goods of identical type. If they choose to repair or replace it must be done within a reasonable time or you can ask for a refund.

- If you incur extra costs from the failure, the business that sold you the goods must pay you a reasonable amount for damage caused by any fault or for extra costs caused by the failure of the goods including any costs in returning the goods.
- There is no limit on the number of claims you make.
- If a business that sold you the goods has repaired or replaced them, you have the same rights with that item as you had with the original goods.
- If the business that sold you the goods disagrees about the fault, what caused the fault or what remedy you are entitled to, you can take them to the Disputes Tribunal. There is a cost which you pay the Tribunal for taking such a claim.

COMPARISON OF CGA RIGHTS TO YOUR RIGHTS UNDER THIS WARRANTY

3. In order to access a remedy under the CGA, you are required to show that the goods have failed to comply with one of the CGA's guarantees (for example, the guarantee as to acceptable quality of goods). This Warranty provides you with a more direct route to remedy in the event of a "defect in materials and workmanship."
4. While it is likely that a defect in materials and workmanship would give rise to a remedy under the CGA, this Warranty allows you (subject to the terms of this Warranty) to repair your Product without the need for you to show the Product has failed to meet any particular quality or functionality threshold (i.e. a CGA guarantee). However, you will still need to show that the defect with your Product is not excluded from this Warranty under section 1.6.
5. Faults with your product may arise that do not constitute a defect in materials and workmanship, in such cases, you will not have a remedy under this Warranty, but may do under the CGA.
6. Your rights under the CGA commence at the time you purchase your Product. The CGA does not specify a time limit for your rights to apply. Under the CGA products must last a reasonable amount of time. What is "reasonable" varies. Your rights under this Warranty commence from the date of delivery of the Product and expire 10 years after that date.

MIELE 10 YEAR WARRANTY

1. WARRANTY

- 1.1 Miele domestic products are subjected to rigorous testing and assessment as to their quality and fitness. Our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act 1993.
- 1.2 The warranty in this clause 1 is independent of, and does not exclude or limit, any non-excludable statutory warranties and conditions implied by such legislation.
- 1.3 **Miele warrants that the product/s will be free from defects in materials and workmanship for a period of 10 years from:**
 - i. the date of delivery, or
 - ii. where applicable, settlement of the development (documentation required), or
 - iii. 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.
- 1.4 Miele provides an Anti-Flooding Guarantee (AFG) on all water protections systems to protect your home – over a period of 20 years. You are covered by this guarantee in the event that damage occurs as a result of a faulty water protection system. Miele will assume the costs of all subsequent damage covered under the terms of this AFG within the scope the AFG terms. Please refer to the AFG terms available at www.miele.co.nz or by contacting Miele.
- 1.5 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.
- 1.6 **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:**
 - i. damage through misuse (including failure to maintain, service or use with proper care), neglect, or accident;
 - ii. use for a purpose for which the product was not sold or designed;
 - iii. in the case of household appliances and vacuum cleaners, commercial use;
 - iv. use or installation (where applicable) which is not in accordance with any specified instructions for use or installation;
 - v. use or operation after a defect has occurred or been discovered;
 - vi. damage through freight, transportation or handling in transit (other than when Miele is responsible);
 - vii. 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;
 - viii. repair, modification or tampering with by the purchaser or any person other than Miele or an authorised Miele Service Agent; or
 - ix. 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.
- 1.7 Customer must retain proof of purchase (receipt) in order to be eligible to make a warranty claim under this clause 1.
- 1.8 The Miele warranty provided under this clause is a transferable right.

2. HOW TO MAKE A WARRANTY CLAIM

- 2.1. 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 0800 464 353 (0800 4 MIELE) or e-mail: centre.auckland@miele.co.nz
 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.

3. SERVICE & SPARE PARTS

- 3.1. **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.**
- 3.2. 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.

4. COMPLAINTS / CUSTOMER CARE

- 4.1. **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 Limited
8 College Hill
Freemans Bay
Auckland 1011
New Zealand

5. PRIVACY

- 5.1. 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 2020 (NZ). A copy of the Privacy Charter is available from Miele or www.miele.co.nz
- 5.2. Miele may disclose personal information to its related companies and to organizations which provide services (including delivery services) to Miele or which assist Miele in providing services (including repair / warranty services) to its customers.

6. GOVERNING LAW

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

7. DEFINITIONS

'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 8 College Hill, Freemans Bay, Auckland 1011, New Zealand
'Product/s' means the Miele products purchased with this Warranty.