

WARRANTY TERMS AND CONDITIONS

IN THIS AGREEMENT THERE ARE CERTAIN CLAUSES OF SIMILAR FONT AND COLOUR TO THIS TEXT WHICH CONTAIN PROVISIONS THAT MAY HAVE THE EFFECT OF (I) LIMITING THE RISK OR LIABILITY OF BSH OR OF ANY OTHER PERSON AND/OR (II) MAY CONSTITUTE AN ASSUMPTION OF RISK OR LIABILITY BY YOU AND/OR (III) MAY IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY BSH OR ANY OTHER PERSON FOR ANY CAUSE AND/OR (IV) MAY BE AN ACKNOWLEDGEMENT OF ANY FACT BY YOU. THESE PROVISIONS ARE VERY IMPORTANT AND YOU MUST ENSURE THAT YOU READ THEM CAREFULLY AND THAT YOU UNDERSTAND THEM CLEARLY.

1. DEFINITIONS & INTERPRETATION VW

1.1 Unless such meaning is inconsistent with the context, the following terms shall, throughout this **BSH WARRANTY**, have the meanings respectively ascribed to them, namely:

1.1.1 “**AUTHORIZED SERVICE PERSONNEL**” means the staff authorized by **BSH**, who have been sufficiently trained to repair the **PRODUCT(S)**, and as are appointed and/or accredited as such by **BSH** from time to time;

1.1.2 “**AUTHORISED SERVICE CENTRE**” means the place of repair as appointed and/or approved by **BSH** from time to time;

1.1.3 “**BSH**” means **BSH HOME APPLIANCES (PTY) LTD** (Registration Number: 1985/05742/07);

1.1.4 “**BSH WARRANTY**” means this agreement and any annexures, schedules and/or amendments thereto;

1.1.5 “**COMMENCEMENT DATE**” means the date upon which the **CUSTOMER** purchases the **PRODUCT(S)**;

1.1.6 “**CPA**” means the Consumer Protection Act, 86 of 2008 (as amended);

1.1.7 “**CUSTOMER**” means the person who purchases **BSH’S PRODUCT(S)** from a reseller and/or distributor, who is authorised by **BSH** or any of its related companies to do so;

- 1.1.8 “**EXTENDED WARRANTY PERIOD**” means the defined time period in which certain **PRODUCT(S)** have an extended warranty for purposes of this **BSH WARRANTY**, as set forth in clause 7 below;
- 1.1.9 “**PRODUCT(S)**” means the products of **BSH**, which form part of the subject matter of this **BSH WARRANTY**;
- 1.1.10 “**STANDARD WARRANTY PERIOD**” is the period in which this **BSH WARRANTY** applies, and which differs depending upon the type of **PRODUCT** specified in clause 7 as read with Appendix 1 to 6 hereto.
- 1.2 In this **BSH WARRANTY** unless the context otherwise requires –
- 1.2.1 The singular shall import and include the plural and vice versa;
- 1.2.2 Words indicating natural persons shall import and include juristic persons;
- 1.2.3 Clause headings are for reference only and do not affect interpretation;
- 1.2.4 Where any number of days is prescribed in this **BSH WARRANTY**, they shall be calculated exclusive of the first day and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday. On such day the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.2.5 The rule of construction that this **BSH WARRANTY** shall be interpreted against the party responsible for the drafting or preparation of this **BSH WARRANTY** shall not apply. The same applies to the schedules or annexures.
- 1.3 This **BSH WARRANTY** constitutes the whole agreement between **BSH** and the **CUSTOMER** as to the subject matter hereof and no agreements, representations or warranties between **BSH** and the **CUSTOMER** other than those set out herein are binding on **BSH** and the **CUSTOMER**.
- 1.4 No addition to or variation, consensual cancellation or novation of this **BSH WARRANTY** and no waiver of any right arising from this **BSH WARRANTY** or its breach or termination shall be of any force or effect unless reduced to writing and signed by **BSH** and the **CUSTOMER** or their duly authorised representatives.
- 1.5 This **BSH WARRANTY** shall be governed by the laws of the Republic of South Africa, and accordingly, any dispute concerning the validity, existence, interpretation, rectification, breach or termination or any dispute arising out of this agreement, their avoidance, interpretation, rectification, breach or termination, shall be determined according to the laws of the Republic of South Africa.

1.6 This **BSH WARRANTY** is only applicable to products sold / bought and used within the Republic of South Africa. This warranty does not apply to any product that is purchased within South Africa and subsequently exported, transported, or otherwise taken out of the country. Any such removal of the product from South Africa will render the warranty null and void.

2. CONSUMER PROTECTION ACT 68 OF 2008

2.1 If the **CPA** is applicable, the provisions of the **CPA** will be applied and take precedence where they contradict any provision of this **BSH WARRANTY**.

2.2 Nothing in this **BSH WARRANTY** is intended to or must restrict, limit or avoid any rights or obligations, as the case may be, created for either **BSH** or the **CUSTOMER** in terms of the **CPA**.

3. GENERAL

3.1 The **BSH WARRANTY** is confined only to the first purchase of the **PRODUCT(S)** and shall not be transferable to any subsequent purchase thereof.

3.2 It is hereby brought to the attention of the **CUSTOMER** that all **PRODUCT(S)**, which are subject to an **EXTENDED WARRANTY PERIOD** require that such warranty be activated on **BSH'S** online portal. These **PRODUCT(S)** are clearly defined in Appendix 1 to 6, as attached hereto.

3.3 The **BSH WARRANTY** period (both **STANDARD WARRANTY PERIOD** and **EXTENDED WARRANTY PERIOD**) starts from the **COMMENCEMENT DATE**.

3.4 The **BSH WARRANTY** covers only manufacturing defect(s) in material and workmanship that may arise from the normal operation and usage of the **PRODUCT(S)**, as prescribed in the operating manual of each respective **PRODUCT(S)**. The **CUSTOMER** specifically acknowledges that no warranty cover shall exist in instances where the **PRODUCT(S)** is stored, operated and/or utilised out of specification. This shall include (but not be limited to) any type of pest, rodent and/or insect infestation.

3.5 Repairs, installations and removal of the **PRODUCT(S)** shall only be carried out by **AUTHORIZED SERVICE PERSONNEL**, failing which this **BSH WARRANTY** shall be void.

3.6 Repairs and replacements of parts shall be at the discretion of the **AUTHORISED SERVICE PERSONNEL** only. **BSH'S** obligation under this **BSH WARRANTY** shall be limited to repair and providing replacement of defective parts only. It is hereby clarified that after the **STANDARD WARRANTY PERIOD**, visiting charges will be applicable for all visits and the same will be borne by the **CUSTOMER**. In the event that the **PRODUCT(S)** needs to be transported to the **AUTHORISED SERVICE CENTRE** for repair during the **EXTENDED WARRANTY PERIOD**, the transportation charges from and to the place of installation shall be solely borne by the **CUSTOMER**.

3.7 The **CUSTOMER** shall provide a reasonable, sufficient and safe working space to access the **PRODUCT(S)** for the required service. The **CUSTOMER** is liable to move away all blocking objects or move the **PRODUCT(S)** to an appropriate location with electricity / gas/ water supply and drainage for testing of the **PRODUCT(S)**.

3.8 In the event that the repair cannot be completed at the **CUSTOMER'S** premises, the company reserves the right to remove the **PRODUCT(S)** from the **CUSTOMER'S** premises and to take them to its **AUTHORISED SERVICE CENTRE** and **BSH** shall return the same after repair.

3.9 In the event that the **PRODUCT(S)** are installed beyond municipal limits of the jurisdiction of **BSH'S AUTHORISED SERVICE CENTRE**, all expenses incurred in transportation of the **PRODUCT(S)** or parts thereof from and to **BSH'S AUTHORISED SERVICE CENTRE**, as well as expenses incurred on deputing of service personnel/technician towards conveyance and other incidental expenses, will be borne by the **CUSTOMER**.

3.10 Any repairs to the **PRODUCT(S)** and/or the replacement of any spare part, this shall only be warranted for the remaining **WARRANTY PERIOD**.

4. REPRESENTATION AND WARRANTIES

4.1 As from the **COMMENCEMENT DATE** hereof, **BSH** warrants that the **PRODUCT(S)** supplied in terms of the agreement shall be of **BSH'S** standard quality and are reasonably suitable for the purposes for which they are generally intended. In the event that defects are discovered in the **PRODUCT(S)** supplied (that were present at the **COMMENCEMENT DATE**), **BSH** shall within its own discretion either remedy the defect or supply defect free replacement **PRODUCT(S)**.

4.2 All **PRODUCT(S)** sold by **BSH** shall not be sold as "fit for any specific purpose" unless so agreed upon in writing.

- 4.3 The **CUSTOMER** bears the burden of proof that such defects were in fact present at the **COMMENCEMENT DATE**. In this regard, the notification requirements referred to in clause 5.1 shall be *prima facie* proof as to whether the **PRODUCT(S)** were defective at the **COMMENCEMENT DATE**.
- 4.4 Should defects be found without the require notification in terms of clause 5.1, the **CUSTOMER** shall bear the burden of proof to show that the defects were caused as a result of use for the designated purpose and that the **PRODUCT(S)** were utilised/operated as per the operating instructions and/or manual.
- 4.5 **BSH** makes no other warranty of any kind, express or implied, including without limitation, any warranty of merchantability, or non-infringement. **BSH** specifically makes no warranties as to any services or as to compliance with laws, regulations, standards and/or conventions including any related to the environment or to the packaging, labelling and/or transport of hazardous **PRODUCT(S)**. No warranty shall apply to shipping damage, damage caused by improper installation, **PRODUCT(S)** that have been modified or altered in any way, damage caused by corrosion, abrasion, or severe temperatures, or **PRODUCT(S)** that have been subjected to improper maintenance, abuse, misuse, abnormal usage, storage, insect, pest and/or rodent damage, or accident.
- 4.6 THE **CUSTOMER** WARRANTS THAT HE/SHE SHALL FULLY COMPLY WITH ALL LABEL DIRECTIONS FOR THE HANDLING, STORAGE, POSSESSION OR USE OF THE **PRODUCT(S)** HEREUNDER AND THE **CUSTOMER** AGREES THAT HE/SHE SHALL INDEMNIFY AND HOLD **BSH** HARMLESS FROM ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) OF PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM ANY NEGLIGENCE, RECKLESSNESS OR WILFUL MISCONDUCT ON THE PART OF THE **CUSTOMER** OR FROM ANY FAILURE OF THE **CUSTOMER** TO COMPLY WITH THE TERMS OF THIS **BSH WARRANTY**.
- 4.7 Specifications, illustrations and the like remain the property of **BSH** and may only be used for the purpose specified in the agreement and must be returned upon the request of **BSH**.
- 4.8 NO LIABILITY FOR DAMAGES WILL BE ATTRIBUTED TO **BSH** RESULTING FROM UNSUITABLE OR IMPROPER USE, IMPROPER ASSEMBLY AND IMPROPER COMMISSIONING OR HANDLING BY THE **CUSTOMER** OR BY THIRD PARTIES, NORMAL WEAR AND TEAR OR PREMATURE EROSION DUE TO THE NATURE OF THE MATERIAL OR THE NATURE OF ITS USE, IMPROPER OR NEGLIGENT HANDLING OR STORAGE, IMPROPER MAINTENANCE,

DEFECTIVE CONSTRUCTION WORKS, UNSUITABLE BUILDING GROUND, EXPOSURE TO THE ELEMENTS, DAMAGE CAUSED BY INSECTS OR SIMILAR PESTS, CHEMICAL, ELECTRO-CHEMICAL OR ELECTRICAL INFLUENCES UNLESS **BSH** IS RESPONSIBLE FOR SUCH INFLUENCES.

4.9 "PRODUCT(S) purchased are only eligible for warranty service and coverage in the country where it is purchased -Not in other countries and regions."

5. RETURN OF PRODUCTS

5.1 THE PRECONDITIONS OF THE WARRANTY RIGHTS (CLAIMS BASED ON DEFECTS) OF THE **CUSTOMER** IN TERMS OF THIS **BSH WARRANTY** IS THAT THE **CUSTOMER** INSPECTS THE **PRODUCT(S)** UPON RECEIPT WITHOUT UNDUE DELAY AND GIVES WRITTEN NOTICE OF ANY VISIBLE DEFECTS AFTER THE INSPECTION, SPECIFYING THE DEFECT. NOTIFICATION MUST BE GIVEN TO **BSH'S CALL CENTRE** WITHIN A PERIOD OF 3 (THREE) BUSINESS DAYS OF DELIVERY.

5.2 A PRECONDITION OF THE WARRANTY RIGHTS (CLAIMS BASED ON DEFECTS) OF THE **CUSTOMER** IN TERMS OF THIS **BSH WARRANTY** IS THAT THE **CUSTOMER** NOTIFIES **BSH** WITHIN 3 (THREE) DAYS OF THE DISCOVERY OF ANY LATENT (HIDDEN) DEFECTS OF THE **PRODUCT(S)**.

5.3 In the event that the **CUSTOMER** complies with clauses 5.1 and 5.2 above, and **BSH** is satisfied that the **PRODUCT(S)** are defective or do not conform to the specification or other description of the **PRODUCT(S)** on the invoice, then **BSH** shall, at **BSH'S** sole election, replace such **PRODUCT(S)** or repair such defective parts of the **PRODUCT(S)**.

5.4 Except insofar as any statute provides to the contrary the undertakings contained in the preceding paragraphs of this clause are given *in lieu* of and to the exclusion of all conditions, warranties and representations whether express or implied by statute or otherwise as to the quality of the **PRODUCT(S)** or their fitness for any particular purpose or otherwise and **BSH** shall have no liability in respect of the **PRODUCT(S)** save as provided in clause 5.3.

5.5 To enable **BSH** to perform all rework and replace all parts **BSH** deems necessary, the **CUSTOMER**, upon consultation with **BSH**, shall allow enough time and afford sufficient opportunity to **BSH** to remedy the defects. SHOULD THE **CUSTOMER** FAIL TO DO SO, **BSH** SHALL BE RELEASED FROM ANY LIABILITY OR CONSEQUENCES ARISING THERE FROM. Only in urgent cases involving endangering of the operational safety and/or to prevent unreasonably serious damage - in which case the **CUSTOMER** shall notify **BSH** immediately - shall the

CUSTOMER be entitled to either remedy the defect itself or have such defect remedied by third parties and to demand compensation from **BSH** for the expenses incurred.

5.6 SHOULD THERE BE AN ALLEGATION THAT ANY **PRODUCT(S)** ARE UNSAFE, INSUFFICIENT AND/OR DEFECTIVE; **BSH** SHALL NOT BE LIABLE FOR ANY HARM CAUSED WHERE SUCH ALLEGED UNSAFE CHARACTERISTIC, FAILURE, DEFECT OR HAZARD DID NOT EXIST IN THE **PRODUCT(S)** AT THE TIME AT WHICH THEY WERE SUPPLIED TO THE **CUSTOMER** BY **BSH**. THEREFORE IF NO SUCH NOTIFICATION IS RECEIVED IN TERMS OF CLAUSE 5.1 ABOVE, IT WILL BE REGARDED AS *PRIMA FACIE* PROOF THAT NO DEFECTS WERE PRESENT AT THE **COMMENCEMENT DATE** AND THAT THE **PRODUCT(S)** WERE RECEIVED IN GOOD ORDER.

5.7 The **CUSTOMER** may not however return to **BSH** any **PRODUCT(S)** for any reason whatsoever unless:-

5.7.1 The **CUSTOMER** and **BSH** have agreed thereto in writing to such return and to the conditions of such return;

5.7.2 the **PRODUCT(S)** are being returned in accordance with the provisions of clause 5.1 above;

5.7.3 the **PRODUCT(S)** were intended to satisfy a particular purpose communicated to **BSH** prior to the purchase thereof and have been found not to satisfy the purpose for which they were intended, within 7 (Seven) days of delivery and **BSH** has been notified of this within that time period.

5.7.4 the **CUSTOMER** is exercising its right to cool-off in terms of section 16 of the Consumer Protection Act 68 of 2008 as amended.

6. **FORCE MAJEURE**

BSH shall be under no obligation or deemed to be in default for any delay or failure in performance resulting from causes beyond its reasonable control (e.g. strikes, floods, earthquakes etc.), such as events, which may cause or attribute to a delay in servicing due to non-availability of spare parts and / or accessories.

7. TIME PERIOD OF WARRANTY

Freestanding appliances incl. Built-in Coffee machines but excluding: KGV33NL1AZ, KGW33NL1AZ, KGW36NL2AZ	1 st year full warranty (parts and labour)	2 nd -3 rd year functional parts and labour
Freestanding appliances specifically applicable to: KGV33NL1AZ, KGW33NL1AZ, KGW36NL2AZ	1 st year full warranty (parts and labour)	2nd year functional parts and labour
Built-in appliances excluding DHU635HZA and DHU636HQ	1 st year full warranty (parts and labour)	2 nd -5 th year functional parts and labour
Built-in appliances specifically applicable to - DHU635HZA and DHU636HQ	1 st year full warranty (parts and labour)	2 nd -3 rd year functional parts and labour
Small appliances incl. Vacuums but excluding freestanding coffee machines	1 year carry in warranty (parts and labour)*	n/a
Small appliances specifically freestanding coffee machines	2 year carry in warranty (parts and labour)* upon registration	2nd year functional parts, labour charge payable by customer
Selected refrigerators with inverter compressor** (Appendix 2)	10 year warranty on compressor only upon registration	Warranty only covers replacement compressor, labour and additional material usage to be paid by customer
Selected washing machines (Appendix 2)	10 year warranty on motor only upon registration	Warranty only covers replacement motor, labour and additional material usage to be paid by customer
Selected vacuum cleaners and food preparation appliances** (Appendix 2)	10 year warranty on motor only upon registration	Warranty only covers replacement motor, labour and additional material usage to be paid by customer

8. NON-APPLICABILITY OF WARRANTY

- 8.1 The **BSH WARRANTY** does not cover any consequential or resulting liability, damage or loss to property or life arising directly or indirectly as a result of **PRODUCT(S)** failure, breakdown, or accident or usage of the **PRODUCT(S)** not in accordance with the operating manual.
- 8.2 The **BSH WARRANTY** does not apply if the **PRODUCT(S)** has been subjected to improper use such as operated on a trolley other than the one, if any provided by **BSH**, misused, not cared for, abnormal use, exposure to dampness, excessive heat, excessive humidity, pests, and other extreme environmental conditions, corrosion, damage beyond repair, rusting, unauthorised modifications, unauthorised repairs, neglect, accident, alteration, acts of God, spillage of liquid or food particles, faulty electric wiring/ cabling, abnormal voltage/ power supply beyond **PRODUCT(S)** specifications, specifically in instances where the damage/ breakage/ non-functioning of **PRODUCT(S)** is caused by rodents, rats, cockroaches and ants etc.
- 8.3 The **BSH WARRANTY** does not apply if the **PRODUCT(S)** are directly or indirectly effected by power – related issues including but not limited to power surges, load shedding, voltage fluctuations, or electrical outages. It is the responsibility of the **CUSTOMER** to ensure that appropriate protective measures are in place
- 8.4 The **BSH WARRANTY** does not cover consumables, normal wear & tear parts, plastic, glass and/ or rubber parts, non-operational parts and related accessories.
- 8.5 The **BSH WARRANTY** does not include preventive checks, routine maintenance, cleaning, descaling and overhaul.
- 8.6 If the **PRODUCT(S)** is/are used by a commercial establishment or by an individual for a commercial purpose.
- 8.7 If the serial number of the **PRODUCT(S)** is/are removed, altered, made illegible/ tampered with.
- 8.8 If incorrect / non- suitable detergents are used for laundry **PRODUCT(S)** and dishwashers.
- 8.9 If repair work is carried out by persons other than **AUTHORISED SERVICE PERSONNEL**.
- 8.10 Damage to the **PRODUCT(S)** or any part(s) due to transportation, lifting or shifting or

arising out of improper storage of the **PRODUCT(S)** at the **CUSTOMER'S** premises.

For more information related to **BSH WARRANTY** you can contact **BSH - Monday - Friday - 8:00 am to 5:00 pm** on our (toll - free) phone number – **08600 267 24**.

APPENDIX 1

ONLINE REGISTRATION OF PRODUCTS – EXTENDED WARRANTY PERIOD

BSH requires **CUSTOMERS** to register **PRODUCTS** on its online portal in order to activate the **EXTENDED WARRANTY PERIOD** and provide a proof of purchase when claiming the extended warranty.

In order to qualify for the **EXTENDED WARRANTY PERIOD OVER BSH** washing machine motors, **CUSTOMERS** are required to register their product, strictly within 8 (Eight) weeks of purchase thereof on <https://www.siemens-home.bsh-group.com/za> or <https://www.bosch-home.com/za>

In order to qualify for the **EXTENDED WARRANTY PERIOD OVER BSH** fridges on the compressor motor, **CUSTOMERS** are required to register their product, strictly within 8 (Eight) weeks of purchase thereof on <https://www.siemens-home.bsh-group.com/za> or <https://www.bosch-home.com/za>

In order to qualify for the **EXTENDED WARRANTY PERIOD OVER BSH** food preparation on the motor, **CUSTOMERS** are required to register their product, strictly within 8 (Eight) weeks of purchase thereof on <https://www.siemens-home.bsh-group.com/za> or <https://www.bosch-home.com/za>

In order to qualify for the **EXTENDED WARRANTY PERIOD OVER BSH** vacuum cleaners on the motor, **CUSTOMERS** are required to register their product, strictly within 8 (Eight) weeks of purchase thereof on <https://www.siemens-home.bsh-group.com/za> or <https://www.bosch-home.com/za>

BSH EXTENDED WARRANTY - QUALIFYING PRODUCTS

Washing machines	Refrigeration	Vacuum Cleaners	Food Prep
WAJ20170ZA	KGN36NL30Z	BGBS2LB1	MSM6M623
WAJ2017SZA	KGN36XI33Z	BGBS2BU1T	MUM9B34S27
WAN24166ZA	KGN55VI20Z	BGLS4POW2	MMB6141B
WAJ20180ZA	KGN56VI30Z	BGBS4PET1	MMB6174S
WAN28200ZA	KGN56XI30Z	BGLS482200	MMB6386M
WAN2821XZA	KGN56HI3M8	BGL38WBU3H	
WAN282X1ZA	KGN56LB30U	BGS412234A	
WAJ2018SZA	KGN56LB31U	BGS21WPOW	
WGA144XVZA	KGN56LW30U	BGS41ZOORU	
WGA1440XZA	KGN56LW31U	BCS611P4A	
WAT28S4SZA	KGN76AI30Z	BCS711PET	
WGA244AXZA	KGN76CI30U		
WGA254XVZA	KGN86AI30Z		
WGA2540XZA	KGN86CI30Z		
WAL28PHVZA	KGN86HI306		
WAL28PHSZA	KSV29NW31Z		
WM10J18SZA	GSN29VW31Z		
WM14U288ZA	KSV33NW31Z		
WG44A1XVZA	GSN33VW31Z		
WG44A10XZA	KSV33NI31Z		
WG44A2AXZA	GSN33VI31Z		
WG54A2XVZA	KSW36VI31Z		
WG54A20XZA	GSN36VI31Z		
WA14LQHVZA	KDD86AI304		
WA14LPHSZA	KFN96VPEA		
WM16XKH0ZA	KG36N7IEP		
WG56B2A0ZA	KG56NAX30U		
WG56B2A0ZA	KG56NCX30Z		
	KG56NHI306		
	KS36VVIEP		
	GS36NVIFV		
	GS36NFIEV		
	KS36VAXEP		
	GS36NAXEP		
	KF96RSBEA		
	KF96NAXEA		
	KG55NVIE0N		