



Miele Service Certificate

1. MSC Terms – Wording

Please read the enclosed conditions carefully as they govern your entitlement, application and the facilitation of the Miele Service Certificate (“MSC”). The enclosed conditions should be read in conjunction with the Miele Terms and Conditions of Sale available at www.miele.co.nz or via contacting Miele’s Customer Service team on 0800 464 353.

2. Miele Service Certificate

This MSC has been designed by Miele to provide you with additional features, benefits and protections which are above and beyond those already existing by operation of the consumer guarantees provisions of the New Zealand Consumer Protection Legislation (“CPL”). In purchasing the MSC you are purchasing the rights and benefits that are additional to the rights you have under the CPL.

3. Your rights under the New Zealand Consumer Protection Legislation Our goods and services come with guarantees that cannot be excluded under the New Zealand Consumer Protection Legislation. You are entitled to a replacement or refund for a major failure and 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.

4. Feature and Benefits of the Miele Service Certificate

The additional features, benefits and protections that you are afforded by the MSC include but are not limited to:

Peace of mind – Certainty and the convenience of having the entire repair/replacement process managed on your behalf in respect of certain types of product faults without the need to have to make an assessment as to your rights pursuant to the New Zealand Consumer Protection Legislation;

Wear and tear – coverage for faults / breakdowns resulting from ordinary ‘wear and tear’. If the product breaks down as a result of ordinary wear and tear, we will make sure the product is repaired or replaced.

New for old – where a product is to be replaced, it will be replaced with an equivalent or superior new product.

Cash payment – where a product replacement is not viable, a cash payment equivalent to the purchase price will be made to you.

Installation and Removal - where a product replacement is completed, we will meet all costs associated with removal and environmentally friendly disposal of the defective product as well as installation costs associated with the replacement product.

CareCollection Voucher – \$50 Miele CareCollection voucher with every MSC purchase (not redeemable for cash). Voucher redeemable via Miele’s Online Shop: www.shop.miele.co.nz

Laundry reimbursement – for a washing machine or washer dryer Miele will pay \$150.00 for dry cleaning services where a product is out of service for 5 consecutive days;

Food Spoilage – for a refrigerator or fridge freezer, will pay \$300 for food spoilage caused by any mechanical or electrical fault (including ordinary wear and tear);

Courier / transportation – Miele will pay for all courier or freight to transport the product from a consumer’s residence to a repair centre and back from the repair centre to the consumers residence irrespective of the particular product and its size;

Miele certified repairs – all repairs are completed by suitably approved Miele Service Technicians or Miele Service Partners; and

Miele certified spare-parts – all spare parts required to facilitate a repair are genuine new Miele spare-parts (Miele do not use reconditioned or used components).

5. Miele

This MSC is issued to you by Miele New Zealand Limited IRD 98 463 631 (‘Miele’). Business address: 8 College Hill, Freemans Bay, Auckland 1011. Telephone: 0800 464 353. Email address: MSC@miele.co.nz.

A MSC is not an insurance policy nor is Miele an insurer.

6. MSC Coverage

This MSC period commences on the date of expiry of the Miele manufacturer warranty and is valid for the period detailed on the MSC covering letter.

As well as the benefits listed in section 4, this MSC provides the peace of mind, certainty and convenience of having the whole repair/replacement process managed for you in respect of any Mechanical or Electrical Faults including ordinary wear and tear. If the product breaks down as a result of a Mechanical and Electrical Failure within the term of this MSC and is not a failure of a type excluded under this MSC, we will ensure the product is repaired or replaced in accordance with this MSC without you having to make an assessment as to your rights.

7. Cooling off period

You may cancel this MSC at any stage within the first 30 days of purchase for a full refund less \$50 (commensurate for the Miele CareCollection voucher issued at the time of purchase). The MSC may not be cancelled at any other stage of coverage.

8. Important Exclusions

Without limiting other rights and remedies that may be available to you under law in relation to the goods and services to which this MSC relates the following exclusions are not covered in your plan:

- Cosmetic damage such as dents and scratches which do not affect the ordinary operation of the product;
- Consumables items used within the product such as batteries, filters, dust bags or globes;

- Repair, modification or tampering of the product;
- Damage through misuse (including failure to maintain, service or use with proper care), neglect or accidental damage;
- Damage caused by wilful, negligent or dishonest act or omission, vermin or insects damage;
- Use for a purpose for which the product was not sold or designed and use other than in accordance with the instruction manual;
- Use operation after a defect has occurred or been discovered;
- Damage through exposure to chemicals, dusts, residues, excessive voltage, heat, atmospheric conditions or other forces or environmental factors howsoever outside Miele's control;
- Repairs that have been completed independent of Miele;
- Loss, damage or costs incurred where no fault is identified;
- Normal maintenance costs, cleaning, lubrication or external adjustments; and
- Any claim against you by any third party including for personal injury or damage to property.

9. Repair and Replacements

In most circumstances we will seek to repair your product. If a repair is not possible we will seek to at our discretion replace the product (old for new). If your product is replaced, then the MSC cover will end immediately. However, you will receive the full benefit of the Miele manufacturer's warranty and may elect to purchase a new MSC policy.

10. In-home Service

In the ordinary course of a service or repair we will arrange for the service or repair to be undertaken on site if those services can be carried out effectively and safely. If the service or repair are required to be undertaken at our premises or an approved repairer's premises, the cost to transport the product to those premises and back to your premises are at our cost including installation.

11. Transfer

The rights and obligations pursuant to the MSC reside with the underlying product. Should you elect to transfer ownership of the underlying product than you can transfer your MSC to the new owner of the product at no cost to you by contacting Miele Customer Service team on 0800 464 353. No benefits will be given to anyone else unless it is transferred by contacting us.

12. How to make a Claim

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:

Notify Miele who will arrange at no cost to you a repair or service – call 0800 464 353 or email: MSC@miele.co.nz.

Provide and make available the MSC Covering Letter or a copy of the purchase receipt to show that the MSC applies to the product at the date of the claim.

13. False or exaggerated claims

We may refuse to action a claim under this MSC, or reduce the benefits available to you in respect of the claim, if, in our reasonable opinion, you make any misrepresentation, commit any fraudulent or dishonest act or omission or seek to falsely a claim.

14. User generated data

Please ensure that you have made a copy of any data saved on your product as the service, repair or replacement of your product may result in the loss of any user-generated data. User generated data includes personalised programs and setting stored in an appliances.

15. How to make a Complaint

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
8 College Hill
Freemans Bay
Auckland 1011

16. Privacy

16.1 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.

16.2 Miele collects personal information in order to conduct its business, to provide and market our services and to meet our legal obligations. Miele may use your personal information to directly market our products and services to you. If you do not wish to receive this information, simply let us know by contacting the Miele Customer Service Team on 0800 464 353 and select option 1 or in writing to the Complaints Officer, 8 College Hill, Freemans Bay, Auckland 1011.

The MSC product is offered to you by Miele New Zealand Limited IRD 98 463 631 of 8 College Hill, Freemans Bay, Auckland 1011.

17. Governing Law

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

18. Definitions:

Manufacturer's Warranty means the voluntary or express warranty for parts and labour provided by Miele the manufacturer of the product.

Miele: means Miele New Zealand Limited IRD 98 463 631, 8 College Hill, Freemans Bay, Auckland 1011. Telephone: 0800 464 353.

Product means any **Miele** branded appliance that you purchase that is supported by Miele that is a domestic product, such as a piece of electrical equipment or major appliance, designed, and used by you, for domestic or personal purposes only, as described in the original purchase receipt and/or tax invoice. The MSC is not available for commercial Miele products or for domestic products used in a commercial environment. Any determination regarding what is deemed a commercial environment will be at Miele's sole discretion.

Miele New Zealand Limited IRD 98 463 631 www.miele.co.nz

Product fault or failure means a sudden and unforeseen breakdown of the product arising from a mechanical or electrical fault including any failure arising from wear and tear, but does not include:

- a fault brought to your attention before you purchased the product; or
- faults caused by:
 - negligence, accidental or deliberate misuse or unauthorised alterations;
 - failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
 - external sources, including electrical interference, power surges and voltage fluctuations;
 - infestations of vermin, pests or insects;
 - acts of God or man-made catastrophes; or
 - external water damage, rust or corrosion.

Repair, repairing means to restore a Miele product to sound working order after product fault or failure.

We, us, our refers to Miele or any authorised agent of Miele whose name appears on the service receipt and/or tax invoice for your product and your MSC.

You, your means the person or persons named as the purchaser on the original purchase receipt and/or tax invoice for your product and your MSC.