

1. MIELE EXCLUSIVE CARE

1.1 Miele Exclusive Care ("MEC") is a boutique Miele appliance Service and Maintenance offer. MEC affords the purchaser one professional diagnostic maintenance and performance assessment of their Miele appliance(s) completed by qualified Miele Technicians.

1.2 The professional maintenance and performance assessment of your Miele appliance provides peace of mind and the following benefits:

- Performance** - We ensure the optimum performance from your appliance.
- Confidence** - Our technicians are qualified, trained and insured.
- Satisfaction** - We guarantee our workmanship (refer Miele Terms and Conditions of Service)

1.3 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 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.

2. VALIDITY

2.1 MEC applies exclusively to Miele's premium range of domestic appliances operating in a domestic environment irrespective of the date of purchase.

2.2 Availability of MEC is dependent on the correct installation and operation of the appliance in accordance with the installation and operating instructions that accompany each product.

2.3 MEC is available for up to three (3) Miele major domestic appliances located in a single dwelling.

3. PRICE

3.1 The price payable by the customer to Miele for MEC is the price specified in the purchase receipt.

3.2 The price provides for the professional diagnostic maintenance and performance assessment to be completed for up to three (3) Miele major domestic appliances located in a single dwelling. Additional appliances located in that dwelling may be incorporated, additional fees and charges may apply. Miele will advise you of these additional fees and charges prior to the commencement of any works or at the time of order placement.

4. PAYMENT

4.1 Full payment of the price is required the earlier of, the date of completion or the date of order placement.

5. CANCELLATION FEE

5.1 If your order is cancelled, all monies received will be withheld.

6. MEC DEFAULT

6.1 In the event that the customer is not present or available on the agreed date for the works to be completed, all monies received will be withheld.

7. DEFAULT IN PAYMENT

- 7.1 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 Australia's base rate plus 5%; and
 - ii. reimburse Miele for all reasonable costs and expenses incurred in relation to the outstanding debt and chasing payment of it.

8. EXCLUSIONS

- 8.1 MEC does not include:
- a. Repair or Service of your Miele appliance(s) where a defect is evident at the time of execution of the MEC visit;
 - b. Coverage for damage through misuse (including failure to maintain, service or use with proper care), neglect, accident or ordinary wear and tear;
 - c. Miele's Professional appliance range or a Miele domestic appliance(s) where it is operating in a commercial environment, inclusive of where the appliance is being used for a purpose for which the product was not sold or designed;
 - d. repair, modification or tampering of the appliance and/or of the purchasers property; and
 - e. Any structural, electrical or plumbing works.

9. IN-HOME SERVICE

9.1 All MEC works will be undertaken on site if those services can be carried out effectively and safely.

10. HOW TO MAKE A SERVICE / 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:

- a. Notify Miele who will arrange a warranty repair or service, call 1300 4 MIELE (1300 464 353) or e-mail: service@miele.com.au
- b. Provide and make available the warranty card or a copy of the purchase receipt.

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. COMPLAINTS / CUSTOMER CARE

11.1 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 Australia Pty. Ltd.
1 Gilbert Park Drive
Knoxfield VIC 3180
Or e-mail: contact@miele.com.au

12. PRIVACY

12.1 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 1988 (Cth). A copy of the Privacy Charter is available from Miele or www.miele.com.au.

12.2 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 Miele Customer Service Team on 1300 464 353 or in writing to the Privacy Officer, PO Box 381 Ferntree Gully VIC 3156.

12.3 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.

The MEC product is offered to you by Miele Australia Pty Ltd. ACN 005 635 398 ABN 96 005 635 398 of 1 Gilbert Park Drive Knoxfield VIC 3180.