

## MIELE AUSTRALIA PTY LTD TERMS AND CONDITIONS OF SERVICE EFFECTIVE FROM September 2019

### 1. AGREEMENT

1.1 An agreement is made between Miele and the customer for the service or repair (collectively referred to as service) of the product and the purchase of the parts incorporated in the product ("agreement") when Miele accepts the product for service.

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

### 2. PRICE

2.1 The price payable by the customer to Miele for the service of the product is the price specified in the invoice.

### 3. PAYMENT

3.1 Full payment of the price is required on completion of service.

3.2 If the agreement relates to two or more products and they are serviced on different dates, the part of the price (or the balance of it) which relates to the product serviced on a particular date is payable on completion of the service of that product.

### 4. DEFAULT IN PAYMENT

4.1 If the customer fails to make any payment to Miele when due (including payment of any charges), 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%;
- ii. reimburse Miele for all reasonable costs and expenses incurred by Miele in relation to the debt and chasing payment of it.

### 5. IN-HOME SERVICE

5.1 For products which are larger or built-in, we will arrange for service to be undertaken on site if those services can be carried out effectively and safely with sufficient access to the product. It is the responsibility of the customer to ensure safe and sufficient access to the product. To the extent permitted by law, Miele will not be responsible for the removal or reinstatement of cabinetry hindering the access to the product or liable for any loss or damage associated with removal or reinstatement of such cabinetry. If services 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.

5.2 Where services are undertaken at our premises or an approved repairer's premises, Miele will notify the customer when the service has been completed and make arrangements for the product to be returned.

### 6. BACK TO BASE

6.1 For products which are brought to our premises for service, typically small transportable items such as vacuum cleaners, Miele will notify the customer on completion of that service and make the product the subject of the service available for collection.

### 7. REMAINDERS

7.1 If the customer:

- i. fails to collect the product within 30 days of being notified that they are available for collection,
- ii. fails to accept delivery of the product (where applicable), or

iii. fails to accept delivery of the product within 30 days of being notified by that they are ready for delivery (where applicable); Miele will 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 deal with the product the subject of the service in accordance with applicable uncollected goods legislation).

7.2 If Miele is unable to contact the customer after making reasonable attempts to arrange collection or delivery of the product, Miele may give the customer 30 days' notice of termination of this agreement. If the customer fails to make arrangements within this notice period, this agreement is terminated upon expiry of that period (and Miele may deal with the product the subject of the service in accordance with applicable uncollected goods legislation).

### 8. OWNERSHIP AND RISK

8.1 The risk of loss or damage to the product the subject of the service rests with Miele for the duration of the service and passes to the customer upon the delivery or collection of the relevant product. The risk of loss or damage to the parts replaced in the product in the course of the service passes to the customer upon the delivery or collection of the relevant product containing the parts.

8.2 The customer remains the owner of the product the subject of the service. Miele remains the owner of the parts until the customer has made payment in full.

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

### 9. SERVICE & SPARE PARTS

9.1 While Miele will use reasonable commercial endeavours to have all necessary spare parts available for the purpose of 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.

9.2 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.

### 10. PRODUCT WARRANTY

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

10.2 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.

10.3 Please refer to the Warranty Booklet which has accompanied the Product for further details relating to the Miele Manufactures Warranty including some very important limitations and exclusions or refer to our Terms and Conditions of Sale available at [www.miele.com.au](http://www.miele.com.au) or call 1300 4 MIELE (1300 464 353) to request a copy.

## 11. SERVICE WARRANTY

11.1 Our goods and services 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.

11.2 Miele warrants that the parts placed in the product in the course of the service will be free from defects in materials and workmanship and that the product will be free from any defect directly caused by or resulting from the service of the product by Miele or a Miele Service Agent for a period of:

- i. 12 months in the case of domestic appliances and vacuum cleaners; and
- ii. 6 months in the case of professional appliances.

11.3 This additional warranty commences from the date of collection or delivery of the relevant product. It is independent of, and does not exclude or limit, any non-excludable statutory warranties and conditions implied by Australian consumer protection legislation. Such legislation implies warranties and conditions as to the merchantability and fitness for purpose of the parts and that the service of the product will be performed with due care and skill.

11.4 The warranty in this clause is independent of, and in addition to, any residual Miele Manufactures warranty.

11.5 We reserve the right to inspect / test the parts for the purpose of determining the extent of any defect and validity of any claim.

11.6 All defective parts replaced by Miele under the warranty will be deemed to be the property of Miele.

11.7 The Miele warranty is not applicable if the part or product subject of the service is rendered faulty by a factor other than a defect in materials and workmanship or a defect caused by the service. Such factors include but are not limited to:

- i. damage through misuse, neglect, accident or ordinary wear and tear;
- ii. use for a purpose for which the product was not sold or designed;
- iii. use or installation (where applicable) which is not in accordance with any specified instructions for use or installation;
- iv. use or operation after a defect has occurred or been discovered;
- v. damage through freight, transportation or handling in transit (other than when Miele is responsible);
- vi. damage through exposure to chemicals, dusts, residues, excessive voltage, heat, atmospheric conditions or other forces or environmental factors howsoever outside Miele's control;
- vii. repair, modification or tampering with by the purchaser or any person other than Miele or an authorised Miele Service Agent;
- viii. use of parts, components or accessories which have not been supplied by or specifically approved by Miele;

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

11.9 To the extent permitted by law, Miele's liability for the service of the product is limited to, at Miele's option:

- i. resupply of the service; or
- ii. payment of the cost of resupply of the service.

## 12. USER GENERATED DATA

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

## 13. HOW TO MAKE A CLAIM

13.1 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 notify Miele who will arrange a service, call 1300 4 MIELE (1300 464 353) e-mail: [service@miele.com.au](mailto:service@miele.com.au).

The technician / engineer issued to facilitate the service will advise you if the works are covered pursuant to our Service Warranty or provide you with a estimate of costs to complete the service.

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

## 14. PRIVACY

14.1 Miele is committed to protecting your privacy. We may ask you to provide us with personal information including your name, address and contact details so that we can assist you with service. If you do not provide this information, we may not be able to assist.

14.2 The information you provide will be collected by or on behalf of Miele and may be disclosed to other companies and third parties that help us deliver our products and services (including Service Partners and Agents) or as required by Law.

14.3 Our Privacy Policy, available at [www.miele.com.au](http://www.miele.com.au) explains how we use, collect and disclose personal information and how you may access and collect this information. It also tells you how you may contact us and complain about a breach of privacy and how we will deal with such a complaint.

14.4 In providing your personal details to us you consent to the collection, use, storage and disclosure of that information as described by the Privacy Policy.

## 15. COMPLAINTS / CUSTOMER CARE

15.1 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 Manager  
Miele Australia Pty Ltd.  
1 Gilbert Park Drive  
Knoxfield VIC 3180

## 16. GOVERNING LAW

16.1 This Agreement is subject to the laws of Victoria and the parties submit to the exclusive jurisdiction of the Courts of the State of Victoria.

## 17. DEFINITIONS

'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 customer for the service or repair.

'Miele' means Miele Australia Pty Ltd. ACN 005 635 398 ABN 96 005 635 398 of 1 Gilbert Park Drive Knoxfield VIC 3180.

'Price' means the price payable by the customer to Miele for the service, as specified in the invoice.

'User generated data' any user created data stored and personalised programs and settings stored in an appliances.

Nothing in this notice is intended to limit or restrict your statutory rights under the ACL.