

BSH TERMS AND CONDITIONS (Service Visit)

BSH Home Appliances Corporation (“BSH”) appreciates your interest in our home appliance products. **USING BSH’S WEBSITE TO ARRANGE A SERVICE VISIT OR TO ORDER A PART(S) ASSOCIATED WITH THE SERVICE VISIT SHALL CONSTITUTE YOUR ACCEPTANCE TO BE BOUND BY THESE TERM AND CONDITIONS (“T&C”).**

LIMITED WARRANTY

BSH warrants that its services and/or installation of any ordered parts will be free from defect in workmanship and materials for a period of one (1) year from the date of service and/or installation of any ordered parts, subject to the following limitations:

THIS LIMITED WARRANTY DOES NOT EXTEND TO YOUR STANDARD PRODUCT WARRANTY IN ANY WAY. ALL STANDARD RESTRICTIONS, INCLUDING BUT NOT LIMITED TO CUSTOMER ABUSE, CUSTOMER MISUSE, CUSTOMER NEGLIGENCE, AND THIRD PARTY NEGLIGENCE OR DAMAGE APPLY. BSH MAKES NO OTHER WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, STATUTORY OR OTHERWISE, WITH REGARD TO ANY SERVICE(S) PROVIDED OR ANY PART(S) PURCHASED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO STATEMENT, CONDUCT OR DESCRIPTION BY BSH OR ITS REPRESENTATIONS, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY, SHALL CONSTITUTE A WARRANTY.

WARRANTY DISCLAIMER:

ANY AND ALL WARRANTIES ASSOCIATED WITH YOUR PRODUCT SHALL AUTOMATICALLY BECOME NULL AND VOID IF:

- i. You perform, or attempt to perform, repair or technical work on your Thermador appliance;
- ii. You replace, or attempt to replace, a product part on your Thermador appliance;
- iii. You perform, or attempt to perform, any other work on your Thermador appliance; and/or
- iv. Someone other than an authorized BSH service provider performs any type of work, repair, or parts replacement on your product.

BSH recommends that you review your product warranty carefully before use.

REPAIR PROCESS:

Once you schedule a service visit for your Thermador product, the information you have provided will be reviewed by BSH’s technical department. On the first service visit, the BSH servicer may arrive with part(s) to attempt to complete the servicing of your product. If your product is out of warranty, or if BSH determines that the problem with your product is not related to a defect in material or workmanship (including but not limited to, improper installation, customer misuse or abuse, ordinary wear and tear, environmental factors such as floods, wind, fire, freezing temperatures, lighting, power surges, spilled foods, liquids, or accumulations of grease, etc.) you agree to pay BSH for the service visit and for any parts used during the service visit.

WARNING! – SAFETY CONCERNS

In no event should you perform repair or technical work, replace parts, or perform any other work on your THERMADOR appliance. Thermador appliances are sophisticated products that require extensive technical training and expertise to safely and effectively work on them. Internal components may be sharp, cause shock, or may otherwise be potentially hazardous or pose danger to persons who lack appropriate technical knowledge. BSH strongly recommends against attempting to repair or to perform work on the product yourself, or using a non-authorized service provider.

ASSUMPTION OF RISK

YOU HEREBY AGREE TO ASSUME ALL RISK AND LIABILITY ARISING FROM OR RELATED TO THE PRODUCT IF: (i) YOU PERFORM REPAIR OR TECHNICAL WORK; (ii) YOU REPLACE A PRODUCT PART; (iii) YOU OTHERWISE PERFORM WORK ON YOUR THERMADOR APPLIANCE; OR (iv) ANYONE OTHER THAN AN AUTHORIZED SERVICE PROVIDER WORKS ON YOUR APPLIANCE. IN ADDITION, YOU AGREE THAT BSH SHALL HAVE NO LIABILITY TO THE EXTENT ANY DAMAGE, LOSS, OR CLAIM ARISES FROM OR IS RELATED TO THE ABOVE CONDITIONS.

DISCLAIMER OF LIABILITY

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATION OF BSH IN RESPECT OF ANY CLAIMS FOR THE BREACH OF THIS LIMITED WARRANTY, SHALL BE, BSH'S REPAIR OF THE DEFECTIVE SERVICE, INSTALLATION, OR PRODUCT PART, AS APPLICABLE.

IN NO EVENT WHATSOEVER SHALL BSH BE LIABLE TO YOU, YOUR FAMILY, YOUR AGENTS OR REPRESENTATIVES, OR TO ANY OTHER THIRD PARTY FOR ANY DAMAGES, INCLUDING SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT, NOR FOR ANY "ACT OF GOD", WHETHER FORESEEABLE OR NOT, NOR SHALL BSH BE LIABLE FOR ANY ACTS OR OMISSIONS OF ANY THIRD PARTIES, INCLUDING WITHOUT LIMITATION, THOSE OF AN INSTALLER, DEALER, OR INDEPENDENT SERVICER.

CLAIMS:

Every claim under this warranty shall be void unless it is made in writing and received by BSH within ten (10) days of the date the defect was discovered, and in any event, within one (1) year of the date of service and/or installation of any ordered parts.

No claim under this limited warranty will be valid unless accompanied by: (1) proof of purchase or invoice with the date thereof; and (2) BSH is given a reasonable opportunity to inspect the alleged defect.

GENERAL:

This limited warranty may only be modified or altered in a writing by BSH. In the event that any provision of this limited warranty is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions of this limited warranty shall remain in full force and effect.

This limited warranty shall be governed by the laws of the State of California without giving effect to its conflict of law principles, including without limitation, its validity, interpretation, construction, performance, enforcement, and any other matters arising out of or in relation hereto. Any and all disputes arising out of or relating to this limited warranty shall be subject to the exclusive jurisdiction of the state or federal courts located in Orange County, California, or, at BSH's sole election, to binding arbitration before a single arbitrator pursuant to the American Arbitration Association's Commercial Dispute Resolution Procedures, with such arbitration to take place in Orange County, CA.

BSH reserves the right to revise this Limited Warranty and Limitation of Liability without notice at any time.