



Miele Service Certificate

1. MSC125 Terms – Wording

Please read the enclosed conditions carefully as they govern your entitlement, application and the facilitation of the Miele Service Certificate (“MSC125”). The enclosed conditions should be read in conjunction with the Miele Terms and Conditions of Sale available at www.miele.com.au or via contacting Miele’s Customer Service team on 1300 464 353.

2. Miele Service Certificate

This MSC125 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 Australian Consumer Law (“ACL”). In purchasing the MSC125 you are purchasing the rights and benefits that are additional to the rights you have under the ACL.

3. Your rights under the Australian Consumer Law

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other foreseeable loss or damage from a failure in the goods or service.

4. Feature and Benefits of the Miele Service Certificate

The additional features, benefits and protections that you are afforded by the MSC125 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 ACL;

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 MSC125 purchase (not redeemable for cash). Voucher redeemable via Miele’s Online Shop: www.mieleshop.com.au

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 MSC125 is issued to you by Miele Australia Pty Ltd ABN 96 005 635 398 (‘Miele’). Business address: Level 4, 141 Camberwell Road, Hawthorn East, Victoria, 3123. Telephone number: 1300 464 353. Email address: misc@miele.com.au

A MSC125 is not an insurance policy nor is Miele an insurer.

6. MSC125 Coverage

This MSC125 period commences on the date of expiry of the Miele Manufacturer Warranty and is valid for the period detailed on the MSC125 covering letter. As well as the benefits listed in section 4, this MSC125 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 MSC125 and is not a failure of a type excluded under this MSC125, we will ensure the product is repaired or replaced in accordance with this MSC125 without you having to make an assessment as to your rights.

7. Cooling off period

You may cancel this MSC125 at any stage within the first 30 days of purchase for a full refund less \$50 (commensurate for the Miele Care Collection voucher issued at the time of purchase). The MSC125 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 MSC125 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 or 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).

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If your product is replaced at any time under a MSC125 during year 3, year 4 or year 5 (i.e. post Manufacturer's Warranty), your cover shall continue for a period of the remainder of the MSC125 period. In the event of a subsequent product replacement, or if your product fails from year 6 onwards, your cover will end immediately. However, you will receive the full benefit of the Miele Manufacturer's Warranty and may elect to purchase a MSC5 or MSC10 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 MSC125 reside with the underlying product. Should you elect to transfer ownership of the underlying product than you can transfer your MSC125 to the new owner of the product at no cost to you by contacting Miele Customer Service team on 1300 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 1300 464 353 or e-mail: msc@miele.com.au

Provide and make available the MSC125 Covering Letter or a copy of the purchase receipt to show that the MSC125 applies to the product at the date of the claim.

13. False or exaggerated claims

We may refuse to action a claim under this MSC125, 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 settings 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 Australia Pty. Ltd.
Level 4, 141 Camberwell Road
Hawthorn East, VIC, 3123

16. Privacy

Miele will collect and deal with the personal information (including name, address, telephone contact or personal details) only in accordance with Miele's Privacy Policy, the Privacy Act 1988 (Cth) and Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth). A copy of the Privacy Policy is available from Miele or www.miele.com.au or via contacting Miele Customer Service team on 1300 464 353. 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.

17. Governing Law

This agreement is subject to the laws of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of that State.

18. Definitions:

Manufacturer's Warranty means the two (2) year voluntary or express warranty for parts and labour provided by Miele.

Miele: means Miele Australia Pty Limited (ABN 96 005 635 398), Level 4, 141 Camberwell Road, Hawthorn East, Victoria 3123, telephone 1300 734 687.

MSC125 means 101 months coverage, in addition to your 2 year manufacturer's warranty.

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 MSC125 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.

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:

- i. a fault brought to your attention before you purchased the product; or ii. faults caused by:
 - a. negligence, accidental or deliberate misuse or unauthorised alterations;
 - a. failure to follow the manufacturer's instructions for usage, installation, operation or maintenance;
 - b. external sources, including electrical interference, power surges and voltage fluctuations;
 - c. infestations of vermin, pests or insects;
 - d. acts of God or man-made catastrophes; or
 - e. 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 MSC125.

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 MSC125.

Miele Australia Pty. Ltd. ACN 005 635 398 ABN 96 005 635 398 www.miele.com.au

Head Office Level 4, 141 Camberwell Road, Hawthorn East, Victoria 3123. Telephone: 1300 4 MIELE (1300 464 353).

Miele Experience Centre Westfield Doncaster 619 Doncaster Road, Doncaster VIC 3108. **Miele Experience Centre South Melbourne** 206-210 Coventry Street, South Melbourne VIC 3205. **Miele Experience Centre Sydney** 298 Victoria Avenue, Chatswood NSW 2067. **Miele Experience Centre Bondi** Shop 5001, Westfield Bondi Junction, 500 Oxford St, Bondi Junction NSW 2022. **Miele Experience Centre and Office Adelaide** 83-85 Sir Donald Bradman Drive, Hilton SA 5033. **Miele Experience Centre and Office Perth** 205-207 Stirling Highway, Claremont WA 6010. **Miele Experience Centre Karrinyup** Shop SP1236, Level One, Karrinyup Shopping Centre, 200 Karrinyup Rd, Karrinyup WA 6018. **Miele Experience Centre Newstead** Tenancy 4C/63 Skyring Terrace, Newstead QLD 4006. **Miele Experience Centre Gold Coast** 131 Ferry Road, Southport QLD 4215.