

Miele Extended Warranty Terms and Conditions

1. Validity

- 1.1 The contract is only valid after receipt of the contract fee. Contract fee will be charged on item basis.
- 1.2 The contract is non-transferable.

2. Services

- 2.1 During the contract period, Miele agrees to bear all repair or spare parts replacement costs in respect of defects in material or workmanship.
- 2.2 Should a machine be beyond economic repair, Miele reserves the right to reimburse customers the current value of their appliances, in lieu of repair, or provide customers with a new appliance of equal value as to which Miele's decision shall be final.
- 2.3 Spare parts replaced during appliance repair become the property of Miele.

3. Duration

- 3.1 During the contract period, the warranty extension contract includes complimentary technical assistance by phone, cost of call out, labour and spare parts.
- 3.2 If Miele replaces the appliance or reimburses its current value, this contract becomes invalid. Contract fee will not be refunded.

4. Exclusions

- 4.1 Miele will not bear costs for repairs where appliance break down is due to the following:
 - Non-compliance with safety regulations and warnings given in the operating instructions
 - Faults caused by the user through operating errors or lack of care
 - Inappropriate and/or commercial use
 - Damage by the owner or third parties or external causes
 - Incorrect installation
 - Faulty repairs by the owner or third parties other than Miele
 - Parts subject to wear and tear
 - Glass breakage and defective light bulbs
 - Visual blemishes such as marks and dents
 - Use of non-Miele accessories and spare parts
 - Damage to accessories.
- 4.2 Miele will only bear repair costs carried out by Miele's own service staff or authorised service partners. If, during a service visit, none of the faults can be found for which Miele is responsible according to this contract, customers will be invoiced with call-out charges in accordance with prevailing rates.

5. Disclaimer

- 5.1 Miele disclaims any and all other express or implied warranties with respect to the appliance. If any other warranties are imposed by law, then they shall be limited in duration to the term of this Contract.
- 5.2 Miele specifically disclaims any and all liabilities, whether directly or by way of indemnity, for consequential damages, whether based on breach of contract, tort, strict or appliances liability, or any other legal theory.
- 5.3 Miele's liability to any person for damages arising from any defect in the appliance shall be limited to the "Standard Purchase Price", which shall mean the lower of (i) the purchase price paid by the original purchaser and (ii) Miele's standard list purchase price for the market in which the original purchase was made.
- 5.4 Miele shall be entitled to elect in its sole discretion to pay a refund of the Standard Purchase Price, and such payment shall fully discharge all of Miele's liabilities to any person (whether for repair, replacement or monetary compensation) relating to the appliance.

6. Customer care

- 6.1 Customers are asked to call only Miele customer care for technical advice on solving problems and, if necessary, to arrange a suitable time for a service visit. Miele customer care service can be contacted Monday – Saturday between 9:00 a.m. and 5:30 p.m. on the following service number 2610-1025.
- 6.2 Customers are obliged to produce the contract issued in their name for the appliance to be repaired.

7. Use of personal data

- 7.1 Miele takes a conscientious approach to personal data protection. Customer's personal data, including name, contact details, demographic data, products and services portfolio information, will only be used for the purpose for which they are provided. Miele may use such data with a view for offering products, services, membership and events promotional information to customers through direct mail, email, SMS and phone call as well as for marketing research and survey use. The data may also be shared with authorized business partners appointed by Miele who assist in providing information, services, membership programme and events, conducting marketing researches and surveys, collecting and processing data, under the strict control of Miele. The data will not be transferred to or sold to any independent third parties for direct marketing purpose or commercial use. Customers can contact Miele customer care service at 2610-1025 to enquire, agree, object or cease to use the personal data at any time.

Miele 續保服務證書條款及細則

1. 有效期

- 1.1 在收到合約費用後，合約方會生效。合約費用將以每項產品計算。
- 1.2 合約不得轉讓。

2. 服務

- 2.1 在合約期內，Miele 同意就材料或技術上欠妥之處，承擔一切維修或零件更換費用。
- 2.2 如維修任何電器超出經濟原則，Miele 則保留權利，向客戶償付該電器的現值以代替維修，或向客戶提供等價的全新電器，惟 Miele 的決定為最終決定。
- 2.3 在維修電器時被更換的零件均屬 Miele 的財產。

3. 期限

- 3.1 在所選購之保養期間該續保合約包括免費電話技術支援、上門檢查、維修及零件費用。
- 3.2 如 Miele 更換電器或償付其現值，本合約即屬無效。合約費用將不能退回。

4. 除外情況

- 4.1 如電器因以下原因出現故障，Miele 將不會承擔相關維修費用：
 - 不遵照操作說明書內所列的安全守則及警告
 - 使用者因操作錯誤或不謹慎而導致故障
 - 不適當使用電器及/或以電器作商業用途
 - 擁有人或第三方或外在成因所造成的損毀
 - 錯誤安裝
 - 由擁有人或 Miele 以外的第三方進行維修而失敗
 - 零件出現耗用磨損
 - 玻璃破損或燈泡缺損
 - 出現肉眼可見的瑕疵，如污點及凹痕
 - 使用非 Miele 的配件及零件
 - 配件出現損毀
- 4.2 Miele 僅會就由 Miele 的服務人員或獲授權服務夥伴進行的維修而承擔維修費用。在服務探訪期間，如未能找到此合約規定 Miele 須予負責的故障，則會按現行收費向客戶開出發票，以收取出勤服務費用。

5. 卸責聲明

- 5.1 Miele 卸棄有關電器的任何及所有其他明示或隱含的保證。如法律上隱含任何其他保證，該等保證僅限於此合約的限期。
- 5.2 Miele 明確卸棄相應而生的損毀賠償方面的任何及所有法律責任（不論是直接或以彌償方式作出的），無論是基於違反合約、侵權行為、嚴格法律責任、電器法律責任或任何其他法律理論亦然。
- 5.3 Miele 因電器出現任何欠妥之處而對任何人士承擔損毀賠償方面的法律責任，須限於「標準購買價格」，亦即是指以下兩項的較高者：(i) 原購買者所支付的購買價格，及 (ii) 在原先購入時 Miele 在市面的標準購買訂價。
- 5.4 Miele 有權按其獨有酌情決定權，選擇按「標準購買價格」退還款項，而該筆款項將完全免除 Miele 就電器而對任何人士承擔的法律責任（不論是有關維修、更換或金錢賠償的）。

6. 客戶服務

- 6.1 客戶僅應就獲取技術性意見以解決疑難，以及（如需要）安排進行服務探訪的適當時間，而致電 Miele 的客戶服務部。客戶可在星期一至星期六上午 9:00 至下午 5:30 致電 2610-1025，聯絡 Miele 的客戶服務部。
- 6.2 客戶有責任就須予進行維修的電器，出示以其名義簽發的合約。

7. 個人資料的使用

- 7.1 Miele 以嚴謹的方式保障客戶個人資料。客戶的個人資料，包括姓名、聯絡資料、統計資料、產品及服務組合資料，僅會為用作提供此等資料之目的。Miele 會藉此資料以郵寄、電郵、手機短訊或電話提供產品、服務、會籍及活動之推廣資訊，並作市場調查及問卷之用。客戶的資料可能需要被交予 Miele 所聘用的授權合作夥伴，在 Miele 嚴格監管下協助提供資訊、服務、會籍及活動、市場調查及問卷、收集及處理資料。客戶的資料將不會被交予或出售給任何獨立第三者作直接營銷或商業用途。客戶可致電 2610-1025 聯絡 Miele 客戶服務部，隨時查詢、同意、反對或停止使用本人的資料。