

MIELE AUSTRALIA PTY LTD

TERMS AND CONDITIONS OF SALE - ONLINE

EFFECTIVE FROM SEPTEMBER 2021

1. AGREEMENT

1.1 An agreement is made between Miele and the customer for the purchase of the product/s as specified in an order ("agreement") if and when Miele issue an order confirmation to the customer in respect of that order.

1.2 This agreement and these terms relate to Miele's Premium Domestic product/s range and exclude Miele's Professional and Professional for the Home range. For Miele's Professional product range, please refer to the Professional Terms and Conditions of Sale available at www.miele.com.au or by contacting Miele direct.

2. PRICE

2.1 The price payable by the customer to Miele for the product/s is the price specified in the order confirmation.

3. PAYMENT

3.1 Full payment of the price is required at the time of order placement.

3.2 Under this agreement, the payment processing services for goods and/or services purchased on the Website are provided by Miele & Cie. KG, Carl-Miele-Straße 29, 33332 Gütersloh, Germany, on behalf of Miele Australia Pty Ltd.

3.3 Credit card payment/s will be processed via a European Acquirer; these terms are an agreement between the customer and Miele & Cie. KG, Carl-Miele-Straße 29, 33332 Gütersloh. For any other type of purchases, these terms are an agreement between the customer and Miele Australia Pty Ltd and goods and/or services will be delivered by Miele Australia Pty Ltd.

4. CANCELLATION FEE

4.1 If your order is cancelled, all monies received will be returned excluding the applicable cancellation fee.

4.2 A cancellation fee of \$250.00 (AUD) will apply to all cancelled orders.

5. DELIVERY

5.1 Fees and charges may be applicable for the Miele Delivery, details of which will be provided by Miele and agreed with the customer prior to any order being completed.

5.2 Miele will deliver the product/s to the location specified within metropolitan Melbourne, Sydney, Adelaide, Perth, and Brisbane as well as selected regional centres. Miele may at its sole discretion elect to deliver the product/s to a location beyond those selected regions.

5.3 Miele is unable to facilitate the delivery to all locations Australia wide, certain remote zones are non-deliverable zones. Miele will notify you of such prior to completing your order. In such circumstance we ask that you contact a member of our team to discuss your options.

5.4 Prior to the completion of any order, Miele will confirm with you whether a door to door delivery service is possible. For selected regions, Miele may engage a third party provider to facilitate the delivery, such services are strictly ground floor and door-to-door. The delivery provider will not enter the delivery location.

5.5 Miele will deliver the product/s to the location specified in the order. Where no location is specified, Miele will deliver the product/s to the customer's address as set out in the order except where Miele is unable to deliver pursuant to clause 5.3.

5.6 Miele will deliver the Goods in accordance these terms and conditions. The risk of loss of or damage to the product/s passes to the customer upon delivery. Notwithstanding this, Miele will provide the customer with 14 days' notice from delivery to instruct Miele of any damage to the product/s. Within this period, Miele will remedy the damage provided that the product/s have not been installed.

5.7 Subject to clause 5.8, the delivery date will be the date specified in the order or, if no date is specified, such alternative date as the customer and Miele later agrees ("delivery date"). All orders must be settled and delivered within 365 days (12 months) of the order placement date. Orders not settled and delivered within this time frame will be automatically cancelled without further notice to you and Miele may at its sole discretion, charge the applicable cancellation fee in accordance with clause 4.1 and 4.2.

5.8 Miele will use reasonable commercial endeavours to deliver the product/s on or about the delivery date. If Miele is unable to deliver the product/s (by reason of transportation difficulties or otherwise), it will use reasonable commercial endeavours to do so within a reasonable period after the delivery date.

5.9 In the event that the customer is not present to accept delivery at the nominated delivery time, the customer will be liable to pay Miele a fee to have the product/s re-delivered at a new delivery time/date, as arranged by Miele and the customer. This re-delivery fee is payable by the customer prior to Miele re-delivering the product/s at the new nominated delivery time/date.

5.10 If the customer accepts delivery of the product/s and subsequently changes their mind about the product/s (including where the customer orders the incorrect product), Miele may, in its discretion, agree to:

- i. accept return of the relevant product/s from the customer; and
- ii. provide replacement product/s to the customer.

In these circumstances, the customer must pay:

- i. a re-stocking fee of 20% of the price of the product/s returned; and
- ii. any difference between the price of the product/s being returned and the replacement product/s selected.

The customer acknowledges that this re-stocking fee represents the costs incurred by Miele in accepting and re-stocking the returned product/s. Miele will not impose the re-stocking fee where the customer is not at fault (including where the Miele Chartered Agent submits an incorrect order).

5.11 If the customer:

- i. fails to accept delivery of the product/s, or
- ii. fails to accept delivery of the product/s by Miele within 30 days of being notified by Miele that they are ready for delivery;

Miele may give the customer 5 business days notice of termination of this agreement. If the customer fails to accept delivery within that notice period, this agreement is terminated on expiry of that period and Miele may charge the applicable cancellation fee in accordance with clause 4.1 and 4.2.

5.12 If Miele is unable to contact the customer after making reasonable attempts to arrange delivery, Miele may give the customer 30 days notice of termination of this agreement. If the customer fails to make arrangements within the notice period, this agreement (including any order) is terminated upon expiry of that period and Miele may charge the applicable cancellation fee in accordance with clause 4.1 and 4.2.

6. PRODUCT INSTALLATION

6.1 Miele recommends that the products be installed in accordance with the Miele installation instructions that accompany each product. If a Miele product is not installed in accordance with the instruction manual, this may affect the Miele warranty offered under clause 8.

7. OWNERSHIP AND RISK

7.1 Miele remains the owner of the product/s until the price is paid in full to Miele and the product/s have been delivered to the customer.

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

7.3 Notwithstanding clauses 7.1 and 7.2, the risk of loss of or damage to the product/s passes to the customer upon delivery. After delivery, the customer is responsible for storing the product/s prior to any installation and is liable for any loss or damage which occurs during such storage.

8. WARRANTY

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

8.2 Warranties and conditions as to the merchantability and fitness for purpose of Miele domestic products are implied under Australian consumer protection legislation. The warranty in this clause 8 is independent of, and does not exclude or limit, any non-excludable statutory warranties and conditions implied by such legislation.

8.3 Miele warrants that the product/s will be free from defects in materials and workmanship for a period of 24 months from:

- i. the date of delivery, or
 - ii. where applicable, settlement of the development (documentation required), or
 - iii. where applicable, six months following the practical completion of any development.
- Miele does not make any further representation or warranties as to the merchantability of its domestic product range.

8.4 Miele provides an Anti-Flooding Guarantee (AFG) on all water protection systems to protect your home – over a period of 20 years. You are covered by this guarantee in the event that damage occurs as a result of a faulty water protection system. Miele will assume the costs of all subsequent damage covered under the terms of this AFG within the scope of the AFG terms. Please refer to the AFG terms available at www.miele.com.au or by contacting Miele.

8.5 Miele reserves the right to inspect and test the product/s for the purpose of determining the extent of any defect and the validity of any claim made under this warranty. All defective parts/products replaced by Miele under this warranty will be deemed to be the property of Miele.

- 8.6 This Miele warranty will not apply if the product/s is rendered faulty by a factor other than a defect in materials and workmanship. Such factors include but are not limited to:
- damage through misuse (including failure to maintain, service or use with proper care), neglect, or accident;
 - use for a purpose for which the product was not sold or designed;
 - in the case of household appliances and vacuum cleaners, commercial use;
 - use or installation (where applicable) which is not in accordance with any specified instructions for use or installation;
 - use or operation after a defect has occurred or been discovered;
 - damage through freight, transportation or handling in transit (other than when Miele is responsible);
 - damage through exposure to chemicals, dusts, residues, excessive voltage, heat, atmospheric conditions or other forces or environmental factors (including vermin damage) howsoever outside Miele's control;
 - repair, modification or tampering with by the purchaser or any person other than Miele or an authorised Miele Service Agent; or
 - use of parts, components or accessories which have not been supplied by or specifically approved by Miele (including use of a dust bag other than genuine high performance Miele dust bag).

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

- 8.7 Customer must retain proof of purchase (receipt) in order to be eligible to make a warranty claim under this clause 8.

- 8.8 The Miele warranty provided under this clause is a transferable right.

9. HOW TO MAKE A WARRANTY CLAIM

9.1 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:

1. Notify Miele who will arrange at no cost to you a warranty repair or service, call 1300 4 MIELE (1300 464 353) or e-mail: service@miele.com.au
2. Provide and make available the warranty card or a copy of the purchase receipt to show that the warranty applies to the product at the date of the claim.

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.

10. SERVICE & SPARE PARTS

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

10.2 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.

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

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 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.

13. GOVERNING LAW

13.1 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.

14. DEFINITIONS

'Customer' means the person or entity whose name and address appears on the order as the purchaser of the product/s.

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

'Order' means the order provided by the customer to Miele for the purchase of the product/s and includes an order by way of acceptance of a tender, quotation or offer made by Miele.

'Order confirmation' means the written confirmation of the order by Miele.

'Product/s' means the Miele products referred to in the order.