

Miele Appliance Warranty Domestic Appliances

LIMITED WARRANTY FOR DOMESTIC APPLIANCES

SCOPE OF LIMITED WARRANTY

MIELE, INCORPORATED, a Delaware corporation (hereinafter "Miele"), warrants to the original purchaser (the "Miele Customer") of the Miele product (the "Miele Product"), who purchased the appliance from a distributor, dealer, manufacturer's representative, or other seller who has been authorized by Miele ("Authorized Miele Dealer") and who is the end consumer, that the Miele Product, including any of its original accessories, is free of defects in material and workmanship, subject to the terms and conditions set forth herein. This Limited Warranty covers parts and labor, except as set forth in this Limited Warranty.

This Limited Warranty is only applicable in case the Miele Product was purchased and installed in the United States of America ("U.S.") or Puerto Rico and, if the Miele Product is a Miele Marine appliance, in case it was installed on board a vessel before it left the U.S. or Puerto Rico.

WARRANTY PERIOD

The limited warranty runs from the date of purchase of the Miele Product for the respective period of time set forth herein (the "Warranty Period"). Any and all warranty claims must be received by Miele before the end of the respective Warranty Period. No Warranty Period shall be extended, stalled, tolled or suspended for any reason whatsoever.

For Residential Miele Products and select Professional Products (ovens (also incl. microwave ovens or steam ovens), steam ovens (also incl. combi-steam ovens), Dialog ovens, microwave ovens (also incl. ovens), cookers, vacuum sealing and warming drawers, hobs (induction, electric and gas hobs incl. SmartLine and ProLine), cooker hoods, coffee machines (built-in and freestanding), refrigerators, freezers, fridge-freezers, wine units, dishwashers, washing machines, tumble dryers, washer-dryers, ironing appliances, Little Giants and ProfiLine dishwashers) Used Exclusively for Household/Personal Purposes (except Sealed Refrigeration Systems):

Warranty Period:

Two (2) years

Sealed Refrigeration Systems:

Sealed Refrigeration Systems, which include all original compressors, condensers, evaporators, driers, the original refrigerant and the original connecting tubing, as used in Miele Refrigerators, Wine Coolers, and Freezers:

Warranty Period: - Five (5) years, covering both parts and labor

- Additional five (5) years but only covering parts; the Miele Customer must pay for the labor.

NON-APPLICABILITY OF THE LIMITED WARRANTY

This Limited Warranty does not cover or apply to:

Improper installation, e.g., non-compliance with relevant safety standards and written operating and installation instructions.

Non-compliance with Miele's instructions for use and maintenance.

Failure to use genuine Miele spare parts or accessories authorized by Miele.

Damage or defects caused by, or resulting from, repairs, service, conversion or alterations to the Miele Product or any of its parts and accessories which have been performed by service centers or repairmen not authorized by Miele; damage or defects caused by negligence, improper installation, accident, abuse, misuse, power interruptions, power surges, floods, natural disasters, or force majeure; or improper maintenance of the Miele Product or its parts or accessories.

Direct, indirect or consequential damages, losses or other costs and expenses resulting from any spoilage of any items stored in a Miele refrigeration system, including refrigerators, wine coolers and freezers, whether they be food, medicine, or otherwise, or damage to or destruction or loss of clothing or other textiles, dishes, china, flatware or other items placed in a Miele Product.

Ordinary wear and tear.

Defects resulting from fluctuations in power supply conditions which exceed the tolerances stated by the manufacturer.

Discoloration, rust or oxidation of surfaces resulting from exposure to unsuitable environmental conditions including but not limited to (high salt concentrations, high humidity or moisture, exposure to chemicals, direct sunlight).

Consumable items such as water filter cartridges.

Vacuum cleaners (see separate limited warranty).

For Professional Miele Products and equipment (excluding Little Giants and ProfiLine dishwashers) (see separate limited warranty).

Miele Products covered by third-party "Extended Warranties," which are sold separately by Authorized Miele Dealers or other third parties.

Freight or shipping charges for sending an appliance to a Miele Repair Center.

Products installed in cabinetry and other types of built-in applications that are not accessible to the service technician. Miele is not responsible for the dismantling or reinstallation of fixed infrastructure when removing or returning the repaired or replaced product into a custom installation.

REPAIR

In case a Miele Product proves to be defective and provided that this Limited Warranty applies, Miele may repair the defective Miele Product. If Miele determines, in its sole discretion, that the warranted repair of any Miele Product is impossible or commercially impracticable, Miele will, in its sole discretion, either replace the Miele Product or refund the purchase price. DELIVERY OF A REPLACEMENT MIELE PRODUCT DOES NOT RESULT IN A RENEWAL OR EXTENSION OF THE WARRANTY PERIOD.

COSMETIC DEFECTS

Miele also warrants that a Miele Product is free from cosmetic defects in material and workmanship (such as scratches of stainless steel, paint/porcelain blemishes, chip, dents, or other damage to the finish of the Miele Product) (the "Cosmetic Limited Warranty"). The Warranty Period for the Cosmetic Limited Warranty is sixty (60) days. The Cosmetic Limited Warranty does not cover or apply to slight color variations due to inherent differences in painted and porcelain parts and differences caused by kitchen lighting, product location or other similar factors. The Cosmetic Limited Warranty specifically excludes any B-Stock, obsolete Miele Products and display or floor Miele Products, which are sold "as is" (including with scratches).

REGISTRATION

All Miele Customers are encouraged to register the Miele Products online at <https://www.mieleusa.com/login> or by filling out a Limited Warranty Card and mailing it to MIELE, INCORPORATED, 9 Independence Way, Princeton, NJ, 08540.

LIMITED WARRANTY PROCESS

In case a Miele Customer finds the Miele Product to be defective in material or workmanship during the relevant Warranty Period, such Miele Customer shall promptly contact the Miele Technical Service by sending an email to info@mieleusa.com or by calling 888-996-4353.

An authorized Miele service agent ("Authorized Miele Service Agent") may be dispatched to determine whether the Miele Product is defective and, if the Miele Product is defective and covered by this Limited Warranty, may, if possible and commercially practicable, repair, or make arrangements for the repair of, the Miele Product. Unless otherwise stated in this Limited Warranty, this will include parts and labor. Miele reserves the right to charge for exceptional shipping or transportation costs (e.g., ferries, plane trips or mileage in excess of 50 miles) as appropriate.

Proof of purchase and, if applicable, verification of the installation of the Miele Product by an installer authorized by Miele will be required before any warranty service can be performed.

EXCLUSION OF OTHER WARRANTIES

TO THE EXTENT NOT PROHIBITED BY FEDERAL OR LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY AND TO THE EXTENT NOT PROHIBITED BY FEDERAL OR STATE LAW, MIELE DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WARRANTIES OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, EXCEPT FOR THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR WHICH MIELE LIMITS THE DURATION AND REMEDIES TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL MIELE CUSTOMERS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL MIELE BE LIABLE TO ANY MIELE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR

OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MIELE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MIELE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY EXCEED THE TOTAL AMOUNT PAID BY A MIELE CUSTOMER FOR THE MIELE PRODUCT THAT GAVE RISE TO THE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME MIELE CUSTOMERS.

REMEDIES

THE REMEDIES UNDER THIS LIMITED WARRANTY ARE MIELE CUSTOMERS' SOLE AND EXCLUSIVE REMEDIES AND MIELE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. MIELE CUSTOMERS MAY HAVE OTHER RIGHTS APART FROM THE SPECIFIC LEGAL RIGHTS SET FORTH HEREIN, WHICH VARY FROM STATE TO STATE.

DISPUTES

If a Miele Customer is not satisfied with the warranty service provided, the Miele Customer shall submit a claim in writing to Miele's Dispute Settlement Representative at MIELE, INCORPORATED, 9 Independence Way, Princeton, NJ, 08540. The written notice must include the model and serial number of the Miele Product, the Authorized Miele Dealer from whom the Miele Product was purchased, the Authorized Miele Service Agent who performed the warranty service, the purchase date, a detailed description of the problem and the address and phone number at which the Miele Customer can be reached. Miele will review each such notice promptly and thoroughly and respond to the Miele Customer in order to address the Miele Customer's concern.

Any warranty claims shall be governed by the laws of the State of New Jersey and shall be subject exclusively to the jurisdiction of the courts located in Mercer County, New Jersey. If Miele prevails, Miele shall be entitled to reimbursement of all costs and expenses, including attorney's fees, from the Miele Customer. EACH AND EVERY MIELE CUSTOMER IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY.

EXTENDED LIMITED WARRANTY

In addition to this Limited Warranty, Miele Customers owning Miele residential appliances may be eligible to purchase an extended limited warranty for their household appliances, subject to the terms set forth on Miele's website. For more information, the Miele Customers are kindly requested to visit Miele's website at <http://www.mieleusa.com>.

CHANGES TO THIS LIMITED WARRANTY

Miele may change the terms or availability of this Limited Warranty at any time at Miele's sole discretion without prior notice, but such changes will not apply to any claims made prior to the effective date of such change.

June 2022