

# LIMITED WARRANTY - RESIDENTIAL APPLIANCES - USA

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## **What Does This Warranty Cover?**

Miele Inc., 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"), that this 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.

## **Where Is This Limited Warranty Valid?**

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

## **What Is Required to Request Warranty Service?**

Verification of the purchase date and of the authorized installation shall be required before warranty service is performed.

## **When Does The Limited Warranty Expire?**

### **Residential Miele Products Used Exclusively for Household/Personal Purposes:**

**One (1) Year Limited Warranty** - Any warranty claims for residential Miele Products must be received by Miele within one (1) year from the date of purchase.

#### **Sealed Refrigeration Systems**

An additional Limited Warranty for the Sealed Refrigeration System, which includes all original compressors, condensers, evaporators, driers, the original refrigerant and the original connecting tubing, is extended as follows:

**Five (5) Year Limited Warranty** - If a claim regarding a defect in material or workmanship relating to the Sealed Refrigeration Systems used in Miele Refrigerators, Wine Coolers, and Freezers is received by Miele within five (5) years from the date of purchase, then any warranted failures of the Sealed Refrigeration System shall be repaired at no cost to the Miele Customer. This includes both parts and labor.

**Ten (10) Year Limited Warranty** - If a claim of such a defect is received at any time during the period starting on the first day of the sixth (6<sup>th</sup>) year and ending on the last day of the tenth (10<sup>th</sup>) year after the date of purchase, this Limited Warranty shall cover the replacement of all parts of the Sealed Refrigeration System that are found to be defective, but shall not cover labor.

### **Residential Miele Products Not Used Exclusively For Household Purposes, used commercially or used in mobile or aeronautical applications:**

**Six (6) Month Limited Warranty** – Any warranty claims for Miele Products not used exclusively for household and personal use, used commercially or used in a mobile or aeronautical application must be received by Miele within six (6) months from the date of purchase.

#### **Sealed Refrigeration Systems**

An additional Limited Warranty for the Sealed Refrigeration System, which includes all original compressors, condensers, evaporators, driers, the original refrigerant and the original connecting tubing, is extended for one (1) year from the date of purchase.

### **For RemoteVision® Modules:**

Please refer to Miele's "Limited Warranty – RemoteVision® Module – USA".

### **For CM model countertop Coffee Machines and FashionMaster® ironing systems**

An additional Limited Warranty covering Parts & Labor of one (1) year (2 years total) applies to all CM model (CMxxxx) countertop coffee machines and FashionMaster® ironing systems which are used non-commercially and exclusively for Household/Personal purposes, and have been registered with Miele, Inc.

### **How To Register?**

Miele Products may be registered online at <http://www.mieleusa.com> or by filling out a Limited Warranty Card and mailing it to Miele, Inc., 9 Independence Way, Princeton, N.J. 08540.

### **What If Repair Is Impossible?**

If Miele determines that the warranted repair of any Miele Product is impossible, the Miele Product shall, at Miele's discretion, either be replaced or refunded.

### **What Is Not Covered By This Limited Warranty?**

**This Limited Warranty does not cover:**

- 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.
- Consumable items such as water filter cartridges.
- Vacuum cleaners.
- Miele Products covered by third party "Extended Warranties", which are sold separately by dealers, distributors 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. We are not responsible for the dismantling or reinstallation of fixed infrastructure when removing or returning repaired or replaced product into a custom installation.

### **Exclusion Of Other Warranties**

Any express or implied warranties with respect to the Miele Product are limited in their duration to the term of the Limited Warranty provided herein, including without limitation any warranty of merchantability or fitness for a particular purpose.

### **Limitation Of Liability For Special, Incidental, Consequential Or Punitive Damages**

Miele specifically disclaims any and all liability, whether directly or by way of indemnity, for special, incidental, consequential, punitive or exemplary loss or damage, including as a result of food spoilage or damage to or destruction or loss of clothing

or other textiles, dishes, china, flatware or other items placed in a Miele Product or other consequences of any defect in materials or workmanship (including loss or damage to property, personal injury or death), whether based on breach of contract, tort, strict or product liability, or any other legal theory.

### **Dispute Resolution**

If the Miele Customer is not satisfied with the warranty service, he or she must submit a claim in writing to Miele's Dispute Settlement Representative at Miele, Inc., 9 Independence Way, Princeton, N.J. 08540. The written notice must include the model and serial number of the Miele Product, the Authorized Miele Dealer (or seller) from which the Miele Product was purchased, the Authorized Miele Servicer Provider who performed the warranty service, the purchase date, a detailed description of the problem and the address at which the Miele Customer can be reached. Miele is committed to review each such notice promptly and thoroughly and to respond to the Miele Customer in order to settle such dispute. Any decision is not binding. The Miele Customer is free initiate an action or proceeding; however, under federal law, no such lawsuit may be initiated unless and until the dispute settlement procedures outlined in this Limited Warranty have been exhausted. 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.

### **Special State Laws**

This Limited Warranty gives the Miele Customer specific legal rights. In addition, the Miele Customer may have other rights, which may vary, from state to state.

### **Extended Limited Warranty**

In addition to this Warranty, Miele Residential Customers can purchase an extended limited warranty for their household appliances, subject to the terms set forth on Miele's website. For more information, please visit Miele's website at <http://www.mieleusa.com>.

### **How To Obtain Warranty Service For The Miele Product?**

If during the relevant warranty period the Miele Customer finds the Miele Product to be defective in material or workmanship and the failure is promptly and timely reported to Miele in accordance with this Limited Warranty, an authorized Miele service agent ("Authorized Miele Service Agent") shall be dispatched to determine whether the Miele Product is defective and, if the Miele Product is defective and covered by this Limited Warranty, shall, if possible, repair, or make arrangements for the repair of, the Miele Product at no cost to you. 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.**

To find your nearest service Center for CM5xxx countertop coffee machines, please call 888-277-5120, or visit our website at [www.mieleusa.com](http://www.mieleusa.com). For service for all other products under this Limited Warranty, or for product information, please contact Miele Technical Service at [Techservice@mieleusa.com](mailto:Techservice@mieleusa.com) or by calling 800-999-1360.