Statement of Limited Warranty

The limited warranty from BSH Home Appliances ("Bosch") in this statement of limited warranty applies only to the Bosch fridge-freezers (the "Product") which you, as first purchaser have bought, if the product: (1) was purchased for normal (not commercial) use in the household and was always and exclusively used for normal household purposes; (2) was purchased as a new appliance at retail (not as a display, "as is" or as a return) and not for resale or for commercial use; and (3) was purchased in the United States or Canada and has never left the country in which it was originally purchased. The warranties listed herein apply only to the first purchaser of the product and are not transferable.

Remember to return your registration card; although it is not required to obtain services within the scope of the warranty, it provides Bosch with the best means of contacting you in the unlikely event of a safety warning or a product recall.

Period of validity of the warranty: Bosch warrants that the product is free from defects in materials and workmanship for a period of three hundred sixty five (365) days from the date of purchase. This period starts on the day of purchase and will not be postponed, stalled, tolled, suspended, extended or replaced for any reason. This Product is also warranted to be free from <u>cosmetic</u> defects in material and workmanship (such as scratches of stainless steel, paint/porcelain blemishes, chip, dents, or other damage to the finish of the Product), for a period of thirty (30) days from the date of purchase or closing date for new construction. This <u>cosmetic</u> warranty excludes slight color variations due to inherent differences in painted and porcelain parts, as well as differences caused by kitchen lighting, product location, or other similar factors. This <u>cosmetic</u> warranty specifically excludes any display, floor, "as is", or "B" stock appliances.

Repair/replacement as exclusive remedy: During this warranty period Bosch or one of its authorized customer service providers will repair your product free of charge (subject to certain restrictions listed herein) if it turns out that your product has a material or production defect. If reasonable attempts to repair the product have been made without success, then, Bosch will replace your product (upgraded models may be made available to you for an additional fee at the sole discretion of Bosch). All removed parts and components are the property of Bosch at its sole discretion. For the purpose of this warranty all replaced and/or repaired parts will receive the identity of the original parts, and this warranty will not be extended with regard to these parts.

Bosch's sole liability and responsibility, based on this warranty, consists of repairing the factory-defective product using a customer service provider authorized by Bosch during normal business hours. For safety and property damage concerns, Bosch strongly recommends that you do not attempt to repair the product yourself or have it repaired by a non-authorized service provider; Bosch is not liable for repairs or work performed by a non-authorized service provider. If you decide to have the product repaired by somebody other than an authorized service provider. THIS WARRANTY WILL BE AUTOMATICALLY VOIDED. Authorized customer service providers are those persons or companies which have been specially trained on Bosch products and which, in the opinion of Bosch, have an excellent reputation concerning their customer service and their technical skills (note: they are independent persons/companies, they are no agents, partners, subsidiary companies or representatives of Bosch). Irrespective of this, Bosch accepts no liability or responsibility for the product if it is in a remote location (more than 100 miles from an authorized service provider) or in an inaccessible, dangerous, threatening or insidious locale, surroundings, or environment; in such a case Bosch would, if you so request, pay for labor and materials as well as for shipment of the materials to the nearest authorized service provider, but you would have all responsibility and liability for the costs for transportation or other extra charges of the service provider if the latter has already agreed to make the service call.

Extension of the limited warranty:

Bosch also offers the following, limited warranties:

2-year limited warranty: Bosch will repair or replace all components which are proven to have a defect in material or workmanship (without labor costs).

■ 5-year limited warranty on electronics: Bosch will repair or replace all microprocessors or PCBs which are proven to have a defect in material or workmanship (without labor costs).

Lifetime warranty against rusting of stainless steel parts: Bosch will repair or replace all components which are proven to have a defect in material or workmanship (without labor costs).

Expired warranty: Bosch is under no obligation, at law or otherwise, to provide you with concessions of any kind after the warranty period has elapsed, this includes repairs, pro-rata charging or product replacement.

Exclusion of warranty: The warranty described herein excludes all defects and damage that are not the direct fault of Bosch; including, but not limited to, one or more of the following: (1) Use of the product in other than the normal, usual and intended way (including inter alia any form of commercial utilization, use or storage of a domestic appliance outdoors, use of the product in conjunction with air or water-going vessels); (2) Any party's willful misconduct, negligence, misuse, carelessness, disregard, improper handling, inadequate maintenance, faulty or neoligent installation, tampering, non-observance of the instructions for use, incorrect operation, work performed by unauthorized service provider (including inhouse repairs or testing the inner workings of the appliance); (3) Adjustments, changes, alterations, or modifications of any type; (4) Nonobservance of electrical, plumbing or building regulations, provisions or laws of the state, country, region, city or district, including installation of the product not in accordance with local fire protection and building codes and regulations; (5) Normal wear, spilled food, liquids, accumulation of grease or other substances which collect on, in or around the product; and (6) External, natural and/or environmental forces and factors, e.g. rain, wind, sand, floods, fires, mudslides, frost, excessively high humidity or prolonged load due to humidity, lightning, power failures, structural failure of the appliance environment, as well as cases of force majeure. In no event shall Bosch have any liability or responsibility whatsoever for damage to surrounding property, including cabinets, cupboards, floors, ceilings and other structures or objects near the product. Also excluded from the warranty are products on which the serial number was changed, disguised or removed; customer service requests to train the customer in the use of the product, or requests when the product is in working order: correction of installation problems (you alone are responsible for all structural conditions and equipment for the product, inter alia for the power connection, the pipe connections and other connections, the proper ground/flooring and for modifications, e.g. installation in furniture, walls, floors, shelves, etc.); resetting of circuit-breakers or fuses.

TO THE EXTENT ALLOWED BY LAW, THIS WARRANTY SETS OUT YOUR EXCLUSIVE REMEDIES WITH RESPECT TO PRODUCT, WHETHER THE CLAIM ARISES IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, OR NEGLIGENCE) OR OTHERWISE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. ANY WARRANTY IMPLIED BY LAW. WHETHER FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OR OTHERWISE, SHALL BE EFFECTIVE ONLY FOR THE PERIOD THAT THIS EXPRESS LIMITED WARRANTY IS EFFECTIVE. IN NO EVENT WILL THE MANUFACTURER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, "BUSINESS LOSS", AND/OR PUNITIVE DAMAGES, LOSSES, OR EXPENSES, INCLUDING WITHOUT LIMITATION TIME AWAY FROM WORK, HOTELS AND/OR RESTAURANT MEALS, REMODELLING EXPENSES IN EXCESS OF DIRECT DAMAGES WHICH ARE DEFINITIVELY CAUSED EXCLUSIVELY BY BOSCH, OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER **RIGHTS, WHICH VARY FROM STATE TO STATE.**

Any attempt to change, modify or extend this warranty requires the prior written consent of an officer of BSH.

Obtaining warranty service: To obtain warranty service for your product, you should contact an authorized Bosch customer service center in your vicinity.

BSH Home Appliances

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