

Robert Bosch (Australia) Pty Ltd “Bosch Australia Manufacturing Solutions”

Voluntary Repair or Replacement Warranty

Applicable for purchases of “Bosch Australia Manufacturing Solutions” equipment after April 2022

All Bosch equipment is carefully checked, tested and subject to the stringent quality controls of Bosch Quality Assurance.

(A reference to “Bosch” in this Voluntary Repair or Replacement Warranty is a reference to Robert Bosch (Australia) Pty Ltd, unless from the particular context it is obvious that it is being used as a trade mark or brand name.)

Warranty

Bosch warrants, at its option, to repair or exchange equipment sold by its “Bosch Australia Manufacturing Solutions” division (**Equipment**) if such pieces of Equipment are faulty or defective in manufacture or materials during the warranty period specified below.

This warranty for the Equipment is provided for the benefit of those who purchase the Equipment direct from Bosch (**Customer**) in Australia and New Zealand.

Repair or replacement under this warranty does not extend to repair or replacement, or any cost of replacement, of consumables or accessories incorporated into or supplied with the Equipment (for example, bulbs, brakes, rubber pads, hoses, belts, filters, batteries etc).

This warranty only covers repair or replacement of the defective Equipment. It does not cover:

- any costs incurred by the Customer in normal or scheduled maintenance of the Equipment; or
- subject to any law to the contrary, any damage to property, personal injury, direct or indirect loss, consequential losses or other expenses arising from breach of this warranty. Any Customer concerned with this exclusion should consider the “Notes” regarding Australian and New Zealand law below.

Warranty Period and Coverage

The warranty period that will apply under this voluntary warranty in respect of the Equipment is 1 year.

The warranty period commences on the handover date of the Equipment (site acceptance testing) by Bosch or where such date cannot be determined, the warranty period will commence two (2) weeks after delivery of the Equipment to the Customer.

Warranty Conditions

This voluntary warranty is subject to the following conditions:

- The Equipment must have been installed and correctly commissioned either by Bosch, or an installer authorised by Bosch (as advised by Bosch to the Customer). Claims for failures due to incorrect installation or commissioning are not covered under this voluntary warranty and may be rejected by Bosch.
- Where Equipment or part thereof is replaced or repaired under this voluntary warranty, the balance of the original voluntary warranty will apply. The replacement Equipment or product does not carry a new voluntary warranty.
- The Equipment must have its original nameplate intact.
- The warranty is not transferable and is only offered to the original Customer.
- The warranty does not extend to any Equipment that has been completely or partially disassembled.
- These warranty terms cannot be amended except in writing by an authorised officer of Bosch.
- The warranty only applies to Equipment purchased from Bosch.
- Any warranty claim under this voluntary warranty must meet the requirements set out below in the “How to Make a Warranty Claim” section.

Warranty Exclusions

This warranty will not apply to a defect or fault to the extent to which it arises:

- due to storage, handling or installation of the Equipment otherwise than in accordance with instructions provided for the Equipment by Bosch or without reasonable care;
- due to operation, use or maintenance of the Equipment otherwise than in accordance with instructions provided for the Equipment by Bosch or without reasonable care;

- due to damage (accidental or otherwise) or use of the Equipment for a purpose or in environmental conditions for which the Equipment was not designed or sold, or use of the Equipment outside the specified or normal operating ranges for such Equipment;
- as a result of changes which occur in the condition or operational qualities of the Equipment due to climate or other environmental influence, foreign material contamination or water entry or as a result of exposure to excessive heat or solvents or damage as result of an Act of God including but not limited to storms, fires, floods and lightning strikes;
- from normal wear and tear or when replacement or repair of parts would be part of normal maintenance or service of the Equipment (for example, bulbs, brakes, rubber pads, hoses, belts, filters, batteries etc) or where the damage is only to surface coating, varnish or enamel;
- as a result of repairs, alterations or modifications to the Equipment which have been performed by a third party;
- from the use of any spare parts not manufactured, sold or approved by Bosch in connection with the repair or replacement of the Equipment;
- as a result of any other defective or malfunctioning parts in the production line in which the Equipment has been installed (if applicable); or
- as a result of free issue equipment provided by or on behalf of the Customer and which is incorporated into the Equipment.

This voluntary warranty does not apply to damage caused by continued use of Equipment after it is known, or would have been known with regular servicing, it is defective.

Failure to service Equipment in accordance with Bosch's recommendations for Equipment may result in a warranty claim under this voluntary warranty being rejected by Bosch. Instruction manuals or other documents provided by Bosch in relation to the Equipment contain specific recommendations for servicing and safety checks to be carried out on Equipment.

How to Make a Warranty Claim

If Equipment fails within the warranty period, the Customer must stop using the Equipment and store the Equipment in accordance with Bosch's instructions until the Equipment is made available for assessment or returned. Where it is not practicable to stop using the Equipment, Bosch will advise as to the required course of action.

To make a warranty claim under this voluntary warranty, call Bosch on 1300 652 471 or email Bosch at bams.service@au.bosch.com. Please be ready to provide the model and serial number, build date, date of handover and/or delivery and a full description of the problem.

The Equipment must be assessed by or returned to Bosch (as advised by Bosch) for assessment before the end of the warranty period (see Deadlines for Submitting Warranty Claims below).

The Customer must provide proof of purchase and/or other such evidence reasonably requested by Bosch to substantiate its claim.

Costs of Submitting a Warranty Claim

For invalid claims under this voluntary warranty, Bosch will not be liable for the end user's costs in making the warranty claim, including transport or return freight (if any).

In respect of valid claims under this voluntary warranty, the end user will not be charged for costs associated with making a warranty claim including warranty processing costs (including assessment by Bosch) and the cost of replacement parts or freight. Reimbursement for necessary and reasonably incurred costs or expenses in making valid warranty claims under this manufacturer's warranty may be sought from Bosch. To make a claim for reimbursement for costs incurred in submitting a warranty claim, please phone Bosch on 1300 652 471 or email at bams.service@au.bosch.com. Documentary evidence in support of such a claim will be required.

Deadlines for Submitting Warranty Claims

Bosch aims to rectify genuine quality problems as a priority. This is generally achieved by investigating why defective Equipment has failed and by introducing immediate corrective action measures to prevent re-occurring warranty failures. It is therefore critical that all warranty claims are promptly submitted to Bosch as soon as the Equipment fails, and in any event, before the end of the warranty period.

Equipment Liability and Equipment Safety

Bosch should be informed immediately about any potential product safety concerns both within and outside the warranty period. Bosch is well aware of its product liability and product safety obligations and responsibilities. It is our

aim to ensure appropriate product safety standards are met in order to avoid injury, loss and damage caused by defects in any Equipment.

Privacy

Bosch may be required to seek personal information from a Customer who seeks to make a claim under this warranty.

Such personal information may be used by Bosch for the purpose of processing such warranty claims and also for the provision of customer support and further information about Bosch's Equipment and services (**Purpose**).

If a Customer does not wish to provide Bosch with personal information, Bosch may be unable to process the Customer's warranty claim or to provide the Customer with additional customer support, services and information.

Bosch is committed to protecting the privacy of personal information and will act in compliance with applicable privacy laws, including the National Privacy Principles under the Australian *Privacy Act 1988* (Cth) (as amended) and New Zealand's Information Privacy Principles described in the *Privacy Act 1993* (NZ).

Bosch takes security measures in order to protect any personal information collected in the warranty claim process against manipulation, loss, destruction, access by unauthorized persons or unauthorized disclosure.

Bosch will not disclose any personal information to third parties other than for the Purpose or except as required by law.

A Customer has the right to access the personal information Bosch holds about them. The Customer can request to see, change or modify the personal information held about them, or withdraw consent for its usage, by contacting Bosch at the Bosch Contact Details below.

Bosch Contact Details

This warranty is offered by Robert Bosch (Australia) Pty Ltd of 1555 Centre Rd, Clayton VIC 3168. Please call Robert Bosch (Australia) Pty Ltd on 1300 652 471 or email at bams.service@au.bosch.com if you have any queries in relation to this warranty.

Note: Australian Consumer Law

This warranty is provided in addition to other rights and remedies held by a consumer at law. 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.

Note: New Zealand Law

If you have purchased your product in New Zealand, you should be aware that:

This warranty is supplemental to any other rights and remedies you have under the Consumer Guarantees Act 1993 NZ, unless your purchase is made for commercial purposes, in which case Bosch excludes all consumer guarantees implied in the Consumer Guarantees Act 1993 NZ in respect of your product.