## EMEA KitchenAid Guarantee

All KitchenAid products carry a guarantee of varying length in addition to any statutory consumer rights (the "Guarantee"). In the unlikely event of a breakdown or damage of the product the below sets out how to contact KitchenAid and the terms and conditions of the Guarantee.

## **GUARANTEE TERMS AND CONDITIONS**

KitchenAid Europa Inc., Nijverheidslaan 3, Box 5, 1853 Strombeek-Bever, Belgium ("KitchenAid") grants to purchaser, a Guarantee subject to the following terms. The Guarantee is available for KitchenAid products sold to customers in the countries of the European Economic Area, Switzerland, UK and any other country in Europe, Middle East and Africa where KitchenAid makes available its products for sale, (each country a "Territory") for the Territory in which the product was sold. Guarantee is eligible with a valid proof of purchase. The Guarantee applies in addition to, and does not limit and/or affect, any statutory rights and/or applicable national legislation in the Territory of the customer against the seller of the product. The length of the Guarantee depends on the individual product and will be clearly indicated on the product packaging, in the product leaflets and in the Owner's Manuals/Product Guides (the "Guarantee Period"). The Guarantee Period starts to run on the date of purchase or delivery of the product to the customer (whichever is later). During the Guarantee Period, KitchenAid will cover all costs for service labour, spare parts and return postage costs, within the applicable Territory. Once the Guarantee Period has expired, all costs will be chargeable to the customer.

## MAKING A CLAIM UNDER THE GUARANTEE

If the customer wishes to make a claim under the Guarantee, the customer must contact the country specific KitchenAid service centre or KitchenAid directly, as described in the box leaflet and/or on www.kitchenaid.eu. The KitchenAid service centre will then provide the customer with one of the following services under this Guarantee, at the full discretion of KitchenAid, if a qualifying defect occurs during the Guarantee Period:

i) Repair of the defective product or product part;

ii) Replacement of the defective product or product part.

In case a product is no longer available, KitchenAid is entitled to exchange the product for a product of equal or higher value and similar functionality or a voucher with the same value when purchased. The KitchenAid service centre will notify the customer whether it is necessary to return the defective product or product part. KitchenAid shall also bear the postage costs for returning the defective product or product part if KitchenAid or the country specific KitchenAid service centre requested the return of the defective product or product part. However, the customer shall bear the costs of appropriate packaging for the return of the defective product or product part.

## WHAT'S NOT COVERED UNDER THE GUARANTEE

The Guarantee is subject to the following exclusions where damage or fault of the product occurs as a result of:

- normal wear and tear;
- improper, negligent, or abusive use of the product;
- incorrect assembly or installation of parts or accessories;
- use of the product with non-genuine KitchenAid parts or accessories/attachments;
- failure to follow the instruction for use or recommended product maintenance procedures;
- external influences or use with incorrect electric tension;
- repairs or alterations undertaken by parties other than KitchenAid or one of its authorised agents;
- use of the product for professional and/or commercial purposes rather than normal domestic household use (except for 5KSM7990X, 5KSBC1B0, 5KHBC414);
- incorrect assembly or installation or unauthorised modification of the product;
- failure to promptly notify KitchenAid of any defect.

The provision of guarantee services under the Guarantee does not extend the Guarantee Period or initiate the commencement of a new guarantee period (except if this is provided for by applicable laws in the Territory). The guarantee period for newly installed spare parts ends with the Guarantee Period for the entire product. No rights are given under the Guarantee to a customer acquiring the product second hand. Any other claims by customers, in particular claims for damages, are excluded in accordance with the applicable laws in the Territory. Further information or contact details of the KitchenAid service centre is also on our website: www.kitchenaid.eu.