

## EMEA KitchenAid Consumer 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, who must be a consumer in accordance with Directive 1999/44/EC (as amended from time to time) or applicable local law (the “**Consumer**”), a Guarantee subject to the following terms.

The Guarantee is available for KitchenAid products sold to Consumers in the countries of the European Economic Area, Switzerland, UK, Norway, Moldova, Montenegro, and/or Turkey (each 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 (the “**Statutory Rights**”) of the Consumer 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 Consumer (whichever is the 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 Consumer.

### MAKING A CLAIM UNDER THE GUARANTEE

If the Consumer wishes to make a claim under the Guarantee, the Consumer must contact the country specific KitchenAid service centre or KitchenAid directly, as described in the box leaflet and/or on [www.kitchenaid.eu](http://www.kitchenaid.eu).

The KitchenAid customer service centre will then provide the Consumer 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
- iii) 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 customer service centre will notify the Consumer whether it is necessary to return the defective product or product part.

- i) The Guarantor shall also bear the postage costs for returning the defective product or product part if the Guarantor or the country specific KitchenAid customer service centre requested the return of the defective product or product part. However, the Consumer 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:

- o normal wear and tear
- o improper, negligent, or abusive use of the product
- o incorrect assembly or installation or parts of accessories
- o use of the product with non-genuine KitchenAid parts or accessories/attachments
- o failure to follow the instruction for use or recommended product maintenance procedures
- o external influences or use with incorrect electric tension
- o repairs or alterations undertaken by parties other than KitchenAid or one of its authorised agents
- o use of the product for professional and/or commercial purposes (excluding 5KSM7990X, 5KSBC1B0, 5KHBC414) rather than normal domestic household use
- o incorrect assembly or installation or unauthorised modification of the product
- o failure to promptly notify KitchenAid of any defect
- o The provision of guarantee services under the Guarantee does not extend the Guarantee Period or initiate the commencement of a new guarantee period (subject applies according to the local legislation). 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 Consumer acquiring the product second hand or for commercial or communal use. Any other claims by Consumers, 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](http://www.kitchenaid.eu)