Statement of Limited Product Warranty

What this Warranty Covers & Who it Applies to:

The limited warranty provided by BSH Home Appliances (Thermador®) in this Statement of Limited Product Warranty applies only to the Thermador appliance ("Product") sold to you, the first using purchaser, provided that the Product was purchased:

- for your normal, household (non-commercial) use, and has in fact at all times only been used for normal household purposes;
- new at retail (not a display, "as is", or previously returned model), and not for resale, or commercial use; and
- within the United States or Canada, and has at all times remained within the country of original purchase. The warranties stated herein apply only to the first purchaser of the Product and are not transferable.

Thermador reserves the right to request proof of purchase at the time any warranty claim is submitted to confirm that the Product falls within the scope of this limited product warranty.

Please make sure to return your registration card; while not necessary to effectuate warranty coverage, it is the best way for Thermador to notify you in the unlikely event of a safety notice or product recall.

How Long the Warranty Lasts

Thermador warrants that the Product is free from defects in materials and workmanship for a period of seven hundred thirty (730) days (2 years) from the date of purchase. The foregoing timeline begins to run upon the date of purchase, and shall not be stalled, tolled, extended, or suspended, for any reason whatsoever.

This Product is also warranted to be free from **cosmetic** 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 **cosmetic** 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 **cosmetic** warranty specifically excludes any display, floor, "As Is", or "B" stock appliances.

Extended Limited Warranty

BSH also provides these additional limited warranties:

- 5 year limited warranty on electronics: BSH will repair or replace any BSH microprocessor or printed circuit board if it proves to be defective in materials or workmanship (excludes labor charges).
- 5 year limited warranty on dish racks: BSH will replace the upper or lower dish rack (excluding rack components), if the rack proves defective in materials or workmanship (excludes labor charges).
- Lifetime warranty against stainless steel rust through: BSH will repair or replace your dishwasher with the same model or a current model that is substantially equivalent or better in functionality, if the inner liner should rust through (excludes labor charges).
- BSH will repair or replace the stainless steel door if the door should rust through (excludes labor charges).

Repair/Replace as Your Exclusive Remedy

During this warranty period, Thermador or one of its authorized service providers will repair your Product without charge to you (subject to certain limitations stated herein) if your Product proves to have been manufactured with a defect in materials or workmanship. If a reasonable number attempts to repair the Product have been made without success, then Thermador will replace your Product (upgraded models may be available to you, in Thermador's sole discretion, for an additional charge). All removed parts and components shall become the property of Thermador at its sole option. All replaced and/or repaired parts shall assume the identity of the original part for purposes of this warranty and this warranty shall not be extended with respect to such parts. Thermador's sole liability and responsibility hereunder is to repair manufacturer-defective Product only, using a Thermador-authorized service provider during normal business hours. For safety and property damage concerns, Thermador highly recommends that you do not attempt to repair the Product yourself, or use an unauthorized servicer; Thermador will have no responsibility or liability for repairs or work performed by a non-authorized servicer. If you choose to have someone other than an authorized service provider work on your Product, **THIS WARRANTY WILL AUTOMATICALLY BECOME NULL AND VOID**. Authorized service providers are those persons or companies that have been specially trained on Thermador products, and who possess, in Thermador's opinion, a superior reputation for customer service and technical ability (note that they are independent entities and are not agents, partners, affiliates or representatives of Thermador). Notwithstanding the foregoing, Thermador will not incur any liability, or have responsibility, for the Product if it is located in a remote area (more than 100 miles from an authorized service provider) or is reasonably inaccessible, hazardous, threatening, or treacherous locale, surroundings, or environment; in any such event, if you request, Thermador would still pay for labor and parts and ship the parts to the nearest authorized service provider, but you would still be fully liable and responsible for any travel time or other special charges by the service company, assuming they agree to make the service call.

Out of Warranty Product

Thermador is under no obligation, at law or otherwise, to provide you with any concessions, including repairs, pro-rates, or Product replacement, once this warranty has expired.

Warranty Exclusions

The warranty coverage described herein excludes all defects or damage that are not the direct fault of Thermador, including without limitation, one or more of the following:

- Use of the Product in anything other than its normal, customary and intended manner (including without limitation, any form of commercial use, use or storage of an indoor product outdoors, use of the Product in conjunction with air or water-going vessels);
- Any party's willful misconduct, negligence, misuse, abuse, accidents, neglect, improper operation, failure to maintain, improper or negligent installation, tampering, failure to follow operating instructions, mishandling, unauthorized service (including self-performed "fixing" or exploration of the appliance's internal workings);
- Adjustment, alteration or modification of any kind;
- A failure to comply with any applicable state, local, city, or county electrical, plumbing and/or building codes, regulations, or laws, including failure to install the product in strict conformity with local fire and building codes and regulations;
- Ordinary wear and tear, spills of food, liquid, grease accumulations, or other substances that accumulate on, in, or around the Product;
- Any external, elemental and/or environmental forces and factors, including without limitation, rain, wind, sand, floods, fires, mud slides, freezing temperatures, excessive moisture or extended exposure to humidity, lightning, power surges, structural failures surrounding the appliance, and acts of God.

In no event shall Thermador have any liability or responsibility whatsoever for damage to surrounding property, including cabinetry, floors, ceilings, and other structures or objects around the Product. Also excluded from this warranty are Products on which the serial numbers have been altered, defaced, or removed; service visits to teach you how to use the Product, or visits where there is nothing wrong with the Product; correction of installation problems (you are solely responsible for any structure and setting for the Product, including all electrical, plumbing or other connecting facilities, for proper foundation/flooring, and for any alterations including without limitation cabinetry, walls, floors, shelving, etc.); and resetting of 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 BSH, 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. No attempt to alter, modify or amend this warranty shall be effective unless authorized in writing by an officer of BSH.

How to Obtain Warranty Service

To obtain warranty service for your Product, you should contact the nearest Thermador authorized service center.