

# HAFELE PHILIPPINES INC. (HPI) – HAFELE HOME APPLIANCES TERMS AND CONDITIONS 2021

#### I. SALES SERVICES

- HPI Appliance Sales consultants shall be responsible for facilitating sales for on-stock merchandise and indent orders. This includes guidance in the selection of products based on the customer's requirements and coordination for its delivery and installation of built-in appliances.
- 2. HPI Appliance Sales will assist their customers or their customer's representatives such as plumbers, electricians, designers or architects where possible with site preparation and installation queries to ensure that the products are installed and function correctly.

### II. TERMS AND METHOD OF PAYMENT

- 1. All sales are final. Therefore, no cancellations will be allowed once an order, whether on-stock or indent, has been processed. Any payment made by the customer for such order shall be forfeited in favor of HPI. In cases of delays on the agreed and promised delivery date caused by HPI, client will have the right to cancel the order and will be reimbursed full amount of their payment. Other reasons aside from delayed delivery, order cancellation is not allowed.
- 2. FULL PAYMENT is required upon placement of ON-STOCK Merchandise and 50% DOWN PAYMENT for INDENT ORDERS. While the 50% BALANCE must be paid via Post Dated Check (PDC/3), via CREDIT CARD with 0% INSTALLMENT (selected bank only) or CASH within 3 MONTHS or upon arrival of the INDENT ITEM/S whichever comes first. The usual lead time for indent orders is between five (5) to six (6) months from date of payment and placement of order/s.
- Accepted methods of payment include cash, company and personal checks drawn from a banking
  institution in the Philippines. Check payments should be made payable to Hafele Philippines Inc.
  Three (3) banking days clearing period for local checks and seven (7) banking days clearing period
  for regional checks will be observed. Credit card payments which are accredited with HPI shall be
  permitted.
- 4. All sales merchandise shall only be delivered upon full payment and clearing of checks. If payments and other conditions herein are not fulfilled, HPI reserves the right to suspend delivery of products.

### III. DELIVERY AND INSTALLATION

- 1. HPI will provide a ONE (1) time delivery and installation for Built-in appliances. Estimated delivery date and installation date must be INIDICATED or DECLARED by the customer upon placement of orders. Schedule of Delivery will take into consideration the HPI zoning. A minimum of 3 working days advice is required for delivery within Metro Manila areas and 5-7 working days for out-of-town delivery with corresponding charges.
- 2. Schedule of Installation will be based on the availability of the Technical Team. A minimum of 3 working days prior advice is required for Metro Manila areas; and 5-7 working days for provincial areas only after the out-of-town installation charges are settled.
- 3. Delivery within Metro Manila is available at no additional cost but other miscellaneous fee/s implemented by the Subdivision / Village shall be shouldered by the client. For out of town projects, the client shall shoulder crating and shipping charges for the merchandise, as well as transportation, board and lodging, and other travel related expenses incurred by the service and installation crew.
- 4. Any changes in the agreed project fit-out that will involve the re-location of units which have already been installed shall require a written request from the customer and will incur corresponding charges.
- HPI will only proceed with the delivery upon full payment and clearing of checks. HPI reserves the
  right to suspend the delivery, dismantle or pull-out the installed products if payments and other
  terms and conditions herein are not met.
- ONLY HAFELE BUILT-IN APPLIANCES are entitled for TECHNICAL INSTALLATION SERVICE.
   Installations of items which are not from HPI shall not be accommodated.



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#### IV. STORAGE FEE

Due to limited HPI Warehouse space; HPI will ONLY ALLOW 3 MONTHS or 90 DAYS STORAGE TIME FOR FREE based on the Invoice Date. Should the delivery does not take place in excess of the given storage time frame of 3 MONTHS or 90 DAYS; a storage fee of Php 70 /cbm per day shall be incurred for all HAFELE Undelivered Products. HPI-Credit and Collections Department will send a Statement of Account for billing beyond the 3 MONTHS or 90 DAYS period.

#### V. SUPPLEMENTARY SERVICES

- Appliance specifications will be submitted as reference for installation. This shall be duly signed and received by the customer, Architect/Interior Designer and/or contractor. Provisions for plumbing, electrical, gas and ducting necessary for the proper installation of the appliances shall be owner supplied.
- One-Time site inspection for ALL Built-in Appliances by a HPI Appliance Technical Team will be conducted to ensure that all appliance specifications and requirements have been met.
- 3. For product installations related to countertops, HPI shall provide cut-out sizes for reference. However, the actual cutting-out and supply of the proper countertop substrate material shall be the responsibility of the customer and/or contractor.

### VI. WARRANTY AND AFTER-SALES SERVICE

- Hafele Philippines, Inc. ("HPI") will be liable to replace or repair parts which we deem to be faulty or defective free of charge within two-years whereby the decision of our technician under all circumstances will be final, and that the appliances has been manipulated and used according to operation manual.
- This Warranty does not cover the following consumable, wearable and/or non-functional parts and/or accessories:
  - Light-bulb, fluorescent lamp, battery, filters, oil-cup, door seal for refrigerator/freezer and etc.
  - b. Handle and knob, glass shelf, wire shelf, tray, turntable, refrigerator and freezer accessories, power cord and power plug and etc.
  - c. External body, panel and cover, varnish and enamel, decorative materials, nonfunctional spare parts and accessories and etc.
  - d. Cleaning, reconditioning and lubrication and etc.
  - e. Defects and damage due to sunray, temperature, humidity or other natural calamities (e.g. color deterioration, rusting, water condensation etc.).
- 3. This Warranty will be null and void immediately if:
  - The Appliances have been damaged due to any negligence, misuse, improper installation, non-genuine HAFELE parts or accessories or accident.
  - The Appliances have been tampered with or subjected to repair or modification by any other person not authorized by HPI.
  - c. The damage of the Appliances related to improper electricity/gas supply, water supply/drainage or exhaust pipes connected to the Appliances.
  - d. The Customer does not use the Appliances according to the instruction and operation manual from HPI or the manufacturer of the Appliances and resulting damage to the Appliances (e.g. cleaning of filters, clear all objects from clothes before putting in the washing machine, keeping the venting channel opened or etc.).
  - e. The Appliances are used commercially or located at a commercial premise.
  - f. The Serial number of the appliances has been altered, effaced and/or removed.
  - g. Any circumstance beyond the control of HPI or the Customer including Acts of God.
- 4. This Warranty does not apply to the Appliances located on boat, vehicle or moving objects.
- The Customer shall provide a reasonable, sufficient and safe working space to access the Appliances for service. The Customer is liable to move away all blocking objects or move the Appliances to an appropriate location with electrical/gas supply, water supply/drainage for testing the Appliances. HPI reserves the right not to provide any service if the working space is limited, nonsufficient, and unsafe or should there be a risk to create damage or any kind due to the working space (e.g. The Appliances located at roof-top, above ceiling tile or located at an unsafe height or blocked by other objects).
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#### VII. WARRANTY AND AFTER-SALES SERVICE

- 6. Appliances Warranty does not include damages as a result of extra ordinary electrical surges, as the case may be during thunderstorms and power restoration after power outages. It is best that the main power switches are turn off immediately after power outages and/or during thunderstorms. Appropriate AVR and/or Surge Protectors may be installed for best appliance protection. For best Result in operation, please consider the load allowance of your kitchen area in relation to the total load of all appliances intended for use. Under loading may cause malfunctioning of equipment when used altogether simultaneously.
- 7. In case the Appliances should be returned to the workshop of HPI for inspection and repair from out of town areas, the Customer will be liable for the transportation cost of the Appliances to and from the workshop of HPI.
- 8. HPI shall not be liable for the procurement of replacement appliances in the event the appliances, after being serviced by HPI, are not fully restored to their proper working condition. HPI shall not be held liable to restore the appliances to their proper working condition should there be unavailable parts from the factory and/or non-replaceable parts, or the appliances are non-repairable or any other circumstances whatsoever beyond the control of HPI.
- 9. HPI shall not be liable for any cost, expense, injury, direct or indirect or consequential loss, damage or liability whatsoever arising directly or indirectly from on in connection with any defect in the Appliances before or after being serviced by its technician.
- 10. The Customer shall bear the risk and be responsible for all loss and damage (including consequential loss, damage or loss of profit) Arising directly or indirectly from or in connection with the service, deliver, or use of the Appliances.
- 11. The maximum liability of HPI under this Warranty shall be limited to the replacement value of the relevant Appliance.
- 12. Please keep and present Warranty Card together with the purchase invoice to HPI Technician when service is rendered.
- 13. HPI reserves the right to amend the Terms and Conditions within this Warranty without notice.

CONFORME:	DATE:	
I hereby certify that I have read and		
understood the above Terms and Conditions.		
(Signature over Printed Name)	(Date of Signed)	

HÄFELE PHILIPPINES, INC.

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\*UPDATED AS OF JANUARY 2019 (REF32619); AMMENDED PRIOR TO MEMORANDUM - Info No. 14/001 / 06.01.2014 / HPI2020-NLV