

60 Day Satisfaction Guarantee Terms and Conditions

Please read these terms and conditions ("Terms and Conditions") carefully. These Terms and Conditions will govern the 60-day satisfaction guarantee ("Satisfaction Guarantee") which is limited to original Multiquick 9, Multiquick 7 or MultiQuick 5 Series Braun Hand Blenders purchased by a consumer ("Consumer") from any retailer in the Republic of South Africa. This Satisfaction Guarantee is not a product warranty, and it does not cover any indirect or consequential damages. Please refer to this website for the original Multiquick 9, MultiQuick 7 or Multiquick 5 Series Braun Hand Blenders' product warranty and all other applicable terms and conditions: https://www.braunhousehold.com/en-za.

- De'Longhi South Africa (Proprietary) Limited, Registration number: 1988/000890/07 ("De'Longhi") is the official distributor for Braun products in South Africa.
- 2. **Satisfaction Guarantee:** De'Longhi guarantees to the Consumer, subject to these terms and conditions that, in the event that the Consumer has purchased an original **Multiquick 9**, **Multiquick 7 or MultiQuick 5** ("**Hand Blender**") from any retailer in the Republic of South Africa, and the Consumer is not completely satisfied with their purchase of the Hand Blender, then the Consumer will be entitled to, subject to compliance with these Terms and Conditions, return the Hand Blender within a period of 60 (sixty) days from the date of purchase to De'Longhi for a full refund of the purchase price, provided that the Consumer has -
 - 2.1 Within 30 (thirty) days of the purchase of the Hand Blender registered such Hand Blender with Braun by following its normal product registration process at https://www.braunhousehold.com/en-za/product-registration; and
 - 2.2 retained the original proof of purchase and/or receipt, indicating the date and place of purchase, in respect of the Hand Blender as proof or purchase,
- 3. In order to return the Hand Blender and benefit from this Satisfaction Guarantee, you are required to -
 - 3.1 have complied with the terms set out in clause 0 above;
 - 3.2 contact De'Longhi at service.za@delonghigroup.com to register the return, and
 - 3.3 within 60 (sixty) days of the purchase of the Hand Blender, return the Hand Blender in a good and working condition, in the original packaging and with all original parts and accessories, fair wear and tear excepted, to De'Longhi and/or its nominated service centre(s) at the address indicated by De'Longhi to the Consumer, at the Consumer's own cost and expense.
- 4. The refund referred to in these Terms and Conditions will (i) only be processed once the Hand Blender has been received by De'Longhi, and De'Longhi has satisfied itself that the participant has complied with clauses 0 and 3 hereof, and (ii) be processed within 3 weeks of being approved by De'Longhi.
- 5. If De'Longhi does not approve the refund in accordance with these Terms and Conditions, the Consumer shall be liable for the collection of the Hand Blender from De'Longhi at the Consumer's cost.
- 6. To the extent permitted by applicable law:
 - 6.1 De'Longhi excludes all warranties (express or implied), representations and liabilities regarding this Satisfaction Guarantee (other than for death or personal injury caused by its negligence and/or fraud).
 - 6.2 De'Longhi shall not be liable under this Satisfaction Guarantee for any direct, indirect, special, incidental, consequential or punitive damages or loss of any kind as a result of any act or failure by the Consumer that is contrary to the Hand Blender's manufacturer' instructions, the provisions contained in the Hand Blender's instruction manual, and/or that will render the Hand Blender's product warranty null and void.
- 7. Any information regarding the Satisfaction Guarantee that is published on authorised advertising material will also form part of these Terms and Conditions, however, in the event of a conflict between such information and these Terms and Conditions, these Terms and Conditions will prevail.
- 8. These Terms and Conditions may be amended by De'Longhi at any time, in its sole and absolute discretion, and such amendments shall be deemed to have taken effect from the date of publication of the revised terms and conditions on the Braun website at https://www.braunhousehold.com/en-za. It is the Consumer's responsibility to ensure that it remains up to date with these Terms and Conditions.
- 9. De'Longhi may verify a Consumer's personal details and may reject any claim not made in compliance with these Terms and Conditions. Failure by De'Longhi to enforce any of its rights, or any latitude granted under these Terms and Conditions does not constitute a waiver of those rights.
- 10. If this Satisfaction Guarantee is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of De'Longhi, including but not limited to technical difficulties or fraud, De'Longhi reserves the right, to the fullest extent permitted by law: (a) reject any Consumer; or (b) to modify, suspend, terminate or cancel the Satisfaction Guarantee as appropriate.

De'Longhi South Africa (Pty) Ltd

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Directors: M Riad (foreign), S Biella (foreign), T Olszewski (foreign)



- 11. De'Longhi South Africa (Pty) Ltd reserves the right to cancel, suspend or terminate this Satisfaction Guarantee, without notice at any time with effect from the date of publication of such cancellation, suspension or termination on Braun's website at https://www.braunhousehold.com/en-za. Braun shall not be liable for any loss, damage or expense suffered or incurred by any consumer and/or third party arising from such cancellation, suspension or termination. The Consumer expressly waives any right or claim which he/she may have against De'Longhi South Africa (Pty) Ltd as a result of such cancellation, suspension or termination, and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against De'Longhi South Africa (Pty) Ltd. However, in the event where a Consumer has purchased a Hand Blender prior to such cancellation, suspension or termination, the Consumer will still be able to benefit from the Satisfaction Guarantee subject to these Terms and Conditions,
- 12. Any dispute or claim arising out of or in connection with the Satisfaction Guarantee hall be governed by and construed in accordance with the laws of South Africa.
- 13. If any provision of these Terms and Conditions is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall nevertheless remain legal, valid, and enforceable, provided the severance does not alter the nature of the Satisfaction Guarantee.