

**DEPARTMENT OF CONSUMER AFFAIRS
CITY OF NEW YORK**

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NYC DEPARTMENT OF :
CONSUMER AFFAIRS, :

Complainant, : **ASSURANCE OF**
 : **DISCONTINUANCE**
 :
-against- :
 :
BSH HOME APPLIANCES : **Violation No. CL 70602**
CORPORATION, :
 :
Respondent. x

Respondent BSH Home Appliances Corporation (“Bosch” or “Respondent”) consents to this Assurance of Discontinuance (“Assurance”) with the New York City Department of Consumer Affairs (“Department”) to settle the above-captioned notice of violation.

1. Bosch is a Delaware corporation and wholly owned subsidiary of BSH Bosch and Siemens Hausgerate GmbH with a showroom located on 1 Main Street, Brooklyn, New York 11201.
2. Bosch was served with Notice of Violation CL 70602 (“NOV”) which cited Sections 20-700 *et seq.* of the New York City Administrative Code (“the Code” or the “Consumer Protection Law”) and Title 6 of the Rules of the City of New York (“the Rules”). The NOV charged Bosch with violating the Consumer Protection Law and Rules by, *inter alia*, failing to disclose clearly and conspicuously material exclusions, reservations, limitations, modifications, qualifications, or conditions in its advertisements.
3. The parties are entering into this Assurance in order to dispose of the above captioned matter without the necessity of legal proceedings. Bosch is not by

accepting this Assurance admitting to any wrongdoing.

I. DEFINITIONS

4. For purposes of this Assurance, the following definitions shall apply:
 - (a) “Advertisement” shall mean all labels, packaging, promotional materials, statements, visual descriptions, or other representations of any kind disseminated in print, orally, or electronically by or on behalf of Bosch to New York City consumers including, but not limited to, mailings, print advertisements, television advertisements, internet advertisements, and radio advertisements.
 - (b) “Clear and conspicuous” and “clearly and conspicuously” shall mean that the statement, representation, or term is so presented as to be easily readable, readily apparent, and understood by the audience to whom it is addressed. Factors to be considered for this purpose include, but are not limited to, clarity of language, relative type size, font, color contrast, location within an advertisement, and proximity to the statement or representation to which it applies.

II. ADVERTISING

5. Bosch shall comply with all relevant provisions of the Consumer Protection Law and the Rules.
6. Bosch shall have reasonable substantiation for all advertising claims used in any advertisement, including those claims stating comparative or absolute energy efficiency, an environmental benefit, or an environmental performance attribute. Statistics supplied by governmental agencies or their agents or representatives are presumed to be reliable, unless Bosch knows or should reasonably have known that such statistics were outdated or incorrect.
7. Bosch shall not expressly or by implication materially overstate comparative or absolute energy efficiency, an environmental benefit, or an environmental

performance attribute in any advertisement.

8. Bosch shall present clearly and conspicuously in all advertisements, the basis for any comparative or absolute energy efficiency, environmental benefit, or environmental performance attribute of its products. If such a comparative or absolute claim is based upon information provided or disseminated by a governmental agency or body, Bosch need not identify the governmental agency or body if that agency or body has advised Bosch that said agency or body objects to the use of its name in commercial advertising.
9. Bosch shall disclose clearly and conspicuously all material exclusions, reservations, limitations, modifications, qualifications, or conditions made to any advertisement. No advertisement shall include one or more footnotes or statements, that alone or in combination, contradict a principal message of the advertisement.

III. COMPLIANCE

10. Bosch shall submit to the Department a sworn affidavit with supporting documentation attesting to Bosch's compliance with this Assurance within three months from the date of execution of this Assurance.
11. Bosch shall, upon fifteen (15) business days notice from the Department, produce to the Department:
 - (a) All advertisements during the period covered by this Assurance that state comparative or absolute energy efficiency, an environmental benefit, or an environmental performance attribute;
 - (b) All materials relied upon to substantiate the claims in such advertisements; and
 - (c) All materials of which Bosch has knowledge that contradict, qualify, or call into question, any material claim in such advertisements.

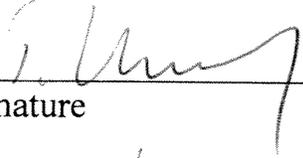
12. Bosch shall comply with the provisions of this Assurance within thirty (30) days of its receipt of notice of the Department's acceptance of this Assurance.

IV. FINES AND OTHER TERMS AND CONDITIONS

13. Bosch acknowledges and agrees that a material violation of any part of this Assurance shall be treated as a separate knowing violation of the Consumer Protection Law pursuant to Section 20-704 of the Code.
14. Bosch shall provide to the Department, within 10 business days of the execution of this Assurance, a bank check, certified check, or money order in the amount of seventy thousand dollars (\$70,000) made payable to the "NYC Department of Consumer Affairs," and delivered to the New York City Department of Consumer Affairs Research and Investigations Division, Attn: Niyati Shah, Esq., 42 Broadway, 8th Floor, New York, New York 10004.
15. This Assurance shall have a term of two (2) years from the date of its execution by the Department, with all of its terms and provisions expiring as of the end of said two (2) year term. Bosch acknowledges that the expiration of this Assurance shall not in any way diminish Bosch's obligation to comply with all applicable New York City laws in its advertising and sales practices directed at New York City consumers.

Agreed to for Respondent
BSH Home Appliances Corporation
by:

THORSTEN ROSENBERG
Chief Financial Officer



Signature

Date: 10/28/08

Accepted for Jonathan Mintz,
Commissioner of Consumer Affairs
for the City of New York by:


Research and Investigation Division


Signature

Date: 11/10/08