

RATIONAL manufacturer warranty statement

I. Relationship to purchase agreement and national law

1. These RATIONAL AG (RATIONAL) warranty conditions shall apply insofar as they do not conflict with the relevant national laws regarding warranty terms.
2. This RATIONAL manufacturer's warranty does not affect the rights the purchaser of a RATIONAL product (customer) has vis-a-vis the seller as a result of the purchase agreement made between the two parties.

II. Appliance registration:

RATIONAL recommends that customers register their appliances with RATIONAL immediately following installation, thereby ensuring that warranty claims can be processed without difficulty.

Customers can complete their registrations in any of the following ways:

- a) in ConnectedCooking (connectedcooking.com) under Service
- b) on the RATIONAL homepage (www.rational-online.com) under Customer Service
- c) or using the registration card included with the Operating Manual.

Registrations can also be made through any RATIONAL partner. Customers wishing to do so should make concrete agreements with their partners to this effect.

III. Warranty prerequisites

1. It is a prerequisite of the customer agreement that the customer provide RATIONAL with access to appliance data, along with permission to use this data. The data in question here includes
 - a) so-called HACCP data, a safety log recorded during the cooking process
 - b) service data, component information and certain usage-related data
 - c) the log data containing operating mode records, including operating behaviour. Device data does not include any personalized information about the customer.
2. The customer irrevocably grants RATIONAL full and free usage of the appliance data that RATIONAL retrieves from the user's appliance, in particular for purposes of product maintenance and development.

3. The customer is permitted to revoke RATIONAL's access to the appliance data. When this occurs, the manufacturer warranty is rendered invalid, and the customer's claims with respect to any potential appliance defects are then limited to those contractual and statutory warranty claims the customer has against the seller. Such a revocation does not affect RATIONAL's right to use data that has already been transmitted.

IV. Warranty performance

1. Under the conditions of this warranty statement, RATIONAL grants customers of a RATIONAL product:

a) a warranty of two (2) years on new appliances and new accessories

b) a warranty of twelve (12) months on used appliances purchased from RATIONAL's stock of demonstration models, training equipment, or similar stocks (unless otherwise explicitly agreed in writing) starting from the date of appliance installation on customer premises. Evidence of the date of installation and the type of appliance are to be provided by the customer in the form of a written confirmation or installation invoice from the dealer or sales partner.

2. Should defects occur within this warranty period that are not excluded from warranty coverage as per Section 5, RATIONAL shall, at its own discretion, remedy these defects free of charge through repairs, replacement of defective parts or replacement of the product. Parts or products replaced become the property of RATIONAL.

3. This warranty is valid in all countries, and can be claimed for appliances located in countries in which authorized RATIONAL partners provide warranty services in accordance with the warranty conditions listed here.

4. The performance of warranty services does not result in the warranty period being extended or restarted.

5. Warranty services other than the ones mentioned above shall not be granted.

V. Warranty terms

1. Defects must be made known to RATIONAL in writing within 14 days after they become recognizable or the customer becomes aware of them. This is calculated based on the date the report is received by the customer's local RATIONAL service partner.

2. Warranty services are provided only if a copy of the vendor's original invoice or cash receipt is presented along with the appliance.

3. This warranty does not entitle the customer to free appliance inspections or maintenance. The warranty also does not cover wear and tear resulting from customer use of the appliance, nor defects in consumables and wearing parts that are to be attributed to normal usage or wear. Consumables and wearing parts include, in particular, lamps and seals. Glass damage is also excluded from the warranty, as are defects arising due to calcification of the appliance.

4. This warranty also does not cover damage occurring to a product as a result of

- a) improper or incorrect usage of the product, using it for purposes other than its intended purpose, or failure to observe the RATIONAL operating and maintenance instructions; in particular, insufficient cleaning and/or maintenance
- b) improper installation or usage of the appliance in a manner that does not comply with the technical or safety requirements applicable in the country where the appliance is being use
- c) repair attempts that are unprofessional, do not comply with instructions, or are made by unauthorized third parties
- d) third-party influence or force majeure (such as fire or water damage)
- e) cleaning and maintenance products other than the ones recommended by RATIONAL.

5. The warranty shall be considered void if replacement or wearing parts other than original RATIONAL parts are installed, or the appliance is repaired or opened by an unauthorized dealer, an unauthorized service provider, or the customers themselves, regardless of whether the repairs are performed professionally and according to instructions, and regardless of whether the defects are the result of these repairs.

6. The warranty shall not apply if the RATIONAL installation checklist and installation manual are not followed, or if recommended maintenance and inspection cycles are not maintained. The same applies to defects attributable to the usage environment, for example from using dirty, corrosive water, poor quality gas, or electricity of incorrect current rating or voltage. All damage due to overvoltage is excluded from the warranty.

7. Should RATIONAL, upon inspection of the appliance, determine that the defect in question does not entitle the customer to warranty claims; the costs of the RATIONAL inspection are to be borne by the customer.

8. RATIONAL assumes no liability for transportation costs or risks.

VI. Non-transferability

The guarantee is provided exclusively to the original customer of the dealer who procured the products from RATIONAL, and is not transferable. Version: Saturday, January 31, 2015

VII. Liability restrictions

In accordance with the above provisions, RATIONAL shall only be liable for the repair or replacement of products.

RATIONAL's liability is excluded unless expressly provided for in this section.

RATIONAL assumes full liability in cases of gross negligence or intent, injury to life, limb or health, fraudulent concealment of a defect, the assumption of a quality guarantee and in accordance with the product liability act.

In cases of ordinary negligence, RATIONAL shall only assume liability for the violation of a material contractual obligation and only up to the amount of damage typical for the contract (purchase price of the product concerned) which is foreseeable at the time of concluding the contract. Material contractual obligations are obligations the fulfilment of which enables the achievement of the objective pursued with the conclusion of the contract and on the fulfilment of which the customer may regularly depend.

The above liability restriction applies to any personal liability of employees, workers, collaborators, representatives and vicarious agents accordingly.

Apart from claims for damages in tort, compensation claims shall expire within one year if the customer is an entrepreneur as defined by Section 14 of the German Civil Code (BGB).

VIII. Place of jurisdiction, place of performance

The exclusive place of jurisdiction for all legal disputes arising out of this warranty statement with customers who are legal persons or special funds under public law, and the place of performance for all obligations arising from this contractual relationship, is Landsberg am Lech. This also applies to customers with no general place of jurisdiction within the Federal Republic of Germany

IX. Final provisions

1. The laws of the Federal Republic of Germany shall apply to all legal relationships with the customer, to the exclusion of conflict of laws provisions. Application of the UN Sales Convention (CISG) is excluded.
2. Should any part of this warranty statement be deemed invalid or unenforceable, it shall have no effect on the validity of the rest of the warranty statement.