# 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. Device registration:

RATIONAL recommends that customers register their devices 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) on the RATIONAL homepage (rational-online.com) under CustomerCare

b) 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 warranty that the customer provide RATIONAL with access to device 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 behavior. Device data does not include any personalized information about the customer.

2. The customer irrevocably grants RATIONAL full and free usage of the device data that RATIONAL retrieves from the user's device, in particular for purposes of product maintenance and development.

3. The customer is permitted to revoke RATIONAL's access to the device data. When this occurs, the manufacturer warranty is rendered invalid, and the customer’s claims with respect to any potential device

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 devices and new accessories

b) a warranty of twelve (12) months on used devices purchased from RATIONAL's stock of demonstration models, training equipment, or similar stocks (unless otherwise explicitly agreed in writing), starting from the date of device 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 devices 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 device.

3. This warranty does not entitle the customer to free device inspections or maintenance. The warranty also does not cover wear and tear resulting from customer use of the device, 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 excepted from the warranty, as are defects arising due to calcification of the device.

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

a) improper 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 device in a manner that does not comply with the technical or safety requirements applicable in the country where the device is being used

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 device 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 device, 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 vendor who procured the products from RATIONAL, and is not transferable.

## VII. Limitation of liability

Pursuant to the conditions specified above, RATIONAL undertakes only to maintain or replace products.

RATIONAL assumes no liability except to the extent expressly stated in this section.

RATIONAL assumes unrestricted liability in cases of gross negligence or willful intent; injuries to life, health, or the body; malicious concealment of a defect; or provision of a guarantee of quality; or in accordance with the Product Liability Act.

In cases of simple carelessness, RATIONAL assumes liability only in cases involving violation of an essential contractual obligation, and only to the extent of foreseeable damages typically expected for this type of contract at the time of its conclusion (purchase price of the product in question). Essential contractual obligations are those obligations whose fulfillment is essential to achieving the purpose of the contractual agreement, and whose fulfillment the customer may ordinarily expect.

The above limitation of liability applies accordingly to RATIONAL officers, employees, laborers, representatives, and vicarious agents.

With the exception of claims arising from tortious liability, damage claims expire after one year if the customer is a commercial entity as defined in § 14 of the German Civil Code.

## 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 inexecutable, it shall have no effect on the validity of the rest of the warranty statement.

**RATIONAL USA - Warranty**

**August 2020**

**RATIONAL Combi Oven/Steamer**

**Customers can complete their registration in any of the following ways:**

a) on the RATIONAL homepage (rational-online.com) under CustomerCare

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## 5 Year Steam Generator Warranty

All RATIONAL units with index "H", "I" or "J" at the 5th position of the serial number will receive a 5 year steam generator warranty. The warranty start date will coincide with the unit warranty start date and will include the same conditions as outlined in the RATIONAL Manufacturer Warranty Declaration for new equipment.

Steam generators replaced during the 5 year warranty period will retain the remaining warranty of the original steam generator. Steam generators purchased after expiration of the 5 year warranty will receive the standard spare parts warranty in effect at time of purchase.

Steam generators in used units will have the same warranty as the used unit or the remainder of the original steam generator warranty, whichever is greater.

The warranty shall not apply to non-compliance with RATIONAL's installation check list, the installation manual, prescribed maintenance and inspection cycles or where cleaning agents and preservative agents other than those expressly approved by RATIONAL were used. The same applies to defects and damage in connection with use, such as the use of soiled, aggressive water, sub-standard gas or electricity with unsuitable voltage or current. Damage caused by surge is excluded from this warranty.

Likewise, there shall be no warranty claims for damage and malfunctions caused by the build-up of lime-scale in the steam generator. This limitation does not apply to the cooking systems with CareControl functionalities as long as the proper cleaning procedures were conducted (see operational manual for details).

## Spare Parts

Standard 90 day Warranty from the date of sale. [Available through RATIONAL Service Agent] All spare parts installed by an authorized trained RATIONAL USA service agent will receive a 1 year parts warranty. The warranty starts at the time the part is installed. If a part fails during the warranty period the replacement part will retain the remaining warranty of the original purchased part.