## **RATIONAL Manufacturer Warranty Declaration**

#### I. Relation to sales contract and national law

- 1. These warranty terms and conditions of Rational AG (RATIONAL) shall apply to the extent that they are not in conflict with the respective national laws governing warranty provisions.
- 2. This manufacturer warranty issued by RATIONAL shall not affect the rights of the buyer of a RATIONAL unit ("end customer") vis-à-vis the seller under the sales contract entered into.

#### II. Registration of the appliances:

RATIONAL recommends to the end customers to register their appliances directly after the installation. Thereby an unobstructed processing of warranty claims can be ensured.

The registration can be executed as follows

- a. via Club RATIONAL (www.club-rational.com) under the section "Service"
- b. via the RATIONAL website (www.rational-online.com) under the section "Service Plus"
- c. via the registration card attached to the operation manual

The registration can also be executed by each RATIONAL partner. In this case end customers shall stipulate this explicitly with their RATIONAL partner.

#### III. Prerequisite of warranty

- 1. A prerequisite of the end customer warranty is that the end customer grants RATIONAL access to, and allows it the use of, the appliance data. This data relates to
  - a. the HACCP data, a safety standard for the cooking process
  - b. the service data, which contains component information and certain usage data
  - c. the log data, which captures the operating status, including operating behaviour. The appliance data does not contain any personalised information about the end customer.
- 2. The end customer shall allow RATIONAL irrevocably to use, without restrictions and free of charge, the appliance data that RATIONAL receives from the end customer's appliance, especially for purposes of product maintenance and product development.
- 3. The end customer is permitted to revoke RATIONAL's access to the appliance data. In this case, the warranty declaration shall cease to be valid and the end customer's claims regarding any appliance defects shall be limited to the contractual and legal warranty claims vis-à-vis the seller. RATIONAL's right to use data already transmitted shall be unaffected by such revocation.

## IV. Warranty performance

- Under the terms and conditions of this warranty declaration, RATIONAL grants the end customer of a RATIONAL product
  - a. A warranty of 2 (two) years for new appliances
  - b. A warranty of 6 (six) months for used appliances originating from RATIONAL USA Stock, Consignment or Demo Units (after authorization release from RATIONAL) Standard 6 (six) month warranty can be increased to a 12 (twelve) month warranty when installed by an authorized RATIONAL trained technician. RATIONAL USA must receive proof of installation and commissioning to validate the warranty extension.

Starting from the date of installation of the appliance at the end customer. The end customer shall furnish proof of the installation date and the type of appliance in the form of a written confirmation or an installation invoice issued by the dealer or sales partner.

2. Should defects that are not excluded from the warranty in accordance with section V occur during this warranty period, RATIONAL shall remedy them free of charge, at its discretion, by repairing the appliance, by replacing defective parts or by exchanging the appliance. Ownership of replaced parts or exchanged appliances shall pass to RATIONAL.

03.20.2017

- 3. This warranty is valid in all countries, and can be claimed for appliances installed in such countries, where authorised RATIONAL partners provide warranty services in accordance with these warranty terms and conditions.
- 4. The performance of warranty services shall not trigger an extension of the warranty period or trigger a new warranty period.
- 5. No warranty services other than those specified above shall be provided.

## V. Warranty provisions

- RATIONAL shall be notified in writing of any defect within 14 days of the defect becoming known to or detectable
  by the end customer. Timely notification shall be determined on the basis of the receipt of the notification at the
  end customer's RATIONAL service partner.
- 2. Warranty services shall only be provided if a copy of the original invoice or receipt issued by the dealer is presented together with the appliance.
- 3. The warranty does not entitle customers to free-of-charge inspections or maintenance of the appliance. Likewise, the warranty claim does not cover wear and tear of the appliance through use by the customer or defects of consumable and wearing parts that are due to normal use or normal wear and tear. Consumable and wearing parts are in particular lamps and seals. Damage to glass and defects caused by the build-up of limescale in the appliance are also excluded.
- 4. Excluded from the warranty is furthermore damage to the appliance caused by
  - a. improper or incorrect use of the appliance for a purpose other than its normal purpose or failure to adhere to the operating and maintenance instructions of RATIONAL; especially insufficient cleaning and care
  - b. faulty installation or use of the appliance in a way that does not conform to the applicable technical or safety requirements in the country in which the appliance is used
  - c. unprofessional or non-compliant repair attempts or work performed by unauthorised third parties
  - d. third-party intervention or force majeure (such as fire or water damage).
  - e. the usage of cleaning and care products, not recommended by RATIONAL
- 5. The warranty entitlement shall expire if replacement or wearing parts other than original RATIONAL parts have been used or the appliance has been repaired or opened by an unauthorised workshop or an unauthorised repair service or by the end customer itself, irrespective of whether the repair has been carried out professionally and properly and whether the defect is due to such action.
- 6. The warranty shall lapse if the RATIONAL installation checklist and the installation manual have not been followed or recommended maintenance and service intervals have not been complied with. The same applies to defects resulting from the usage environment, such as the use of contaminated, corrosive water, poor-quality gas or power with an unsuitable current or voltage. Any damage caused by overvoltage is excluded from the warranty.
- 7. If on examination of the appliance RATIONAL finds that the defect concerned does not entitle the customer to make warranty claims, the end customer shall bear the cost of the examination incurred by RATIONAL.
- 8. RATIONAL does not cover transport costs and risks.

#### VI. Non-transferability

The warranty is issued exclusively to the original end customer of the dealer that has bought the appliances from RATIONAL. It is not transferable.

# VII. Exclusion of damage claims

Poor performance of the warranty shall not entitle the end customer to damage claims, in particular claims for consequential losses. RATIONAL's liability shall in all cases be limited to the cost price of the appliance. Liability due to intent shall be unaffected.

## VIII. Place of jurisdiction, place of performance

The exclusive place of jurisdiction for all legal disputes arising from this warranty declaration for end customers that are merchants, legal persons under public law or special funds under public law as well as the place of performance for all obligations arising from the contractual relationship shall be Landsberg am Lech. This applies even if the end customer does not have a general place of jurisdiction in the Federal Republic of Germany.

## IX. Final provisions

- The assessment of all legal relationships with the end customer is subject to the laws of the Federal Republic of Germany; conflict-of-law rules shall be excluded. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 2. Should a part of this warranty declaration be ineffective or impracticable, this shall have no impact on the validity of the rest of the warranty declaration.

Total Restaurant Supply - https://totalsupply1.com - Toll Free 1-800-944-9304 - Local 507-288-9454 2940 Hwy 14 W, Rochester, MN 55901

RATIONAL USA - Warranty

March 2017



# SelfCookingCenter<sup>®</sup> <u>with</u> CareControl, CombiMaster<sup>®</sup> or CombiMaster®Plus (SG models and newer models) – 24 Month Warranty

In order to obtain the benefit of the 24 month warranty, the customer must register by means of the warranty card in the starter kit or via Club RATIONAL (www.club-rational.com or www.rational-online.com under Service Plus. This applies to SelfCookingCenter<sup>®</sup> with CareControl, CombiMaster<sup>®</sup> or CombiMaster<sup>®</sup> Plus with Index G, H or I at the 5<sup>th</sup> location in the serial number.

# **5 Year Steam Generator Warranty**

All RATIONAL units with index "G", "H" or "I" at the 5<sup>th</sup> 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 limescale in the steam generator. This limitation does not apply to the SelfCookingCenter<sup>®</sup> 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 duiring the warranty period the replacement part will retain the reamaning warranty of the original purchased part.

03.20.2017