Warranty Terms

Valid from 1st of April 2022
Version 01/2020

Welbilt Deutschland GmbH (hereinafter referred to as “Convotherm”), a company of the Welbilt Inc. Group, grants the end customer a warranty for appliances / spare parts from the Convotherm 4 / maxx pro product series as well as from the mini product series (hereinafter “Product”) to the conditions specified below. Convotherm guarantees that the Product shall be free of manufacturing and material defects for the warranty period applicable in accordance with Paragraph 1. Within the scope of this warranty, the end customer is the entity for whom the Product is installed for use as intended in accordance with the agreement with Convotherm and / or the respective dealer. The warranty shall apply additionally to the respective contractual or statutory warranty rights of the end customer with respect to the dealer. The contractual or statutory rights of the end customer over and
against the respective dealer shall remain unaffected by this warranty.

Par. 1 Warranty period

1. The warranty period for new appliances is 12 months and begins on the day of the initial installation of the Product for the end customer, however at the latest, six months after outbound delivery from the Convotherm factory (hereinafter “Warranty Period”). A warranty shall only be granted for used appliances if, after necessary inspections / repairs, a fully comprehensive examination of the appliance has been performed in the final inspection of the manufacturing plant.
2. The warranty period for new appliances from the Convotherm 4 / maxx pro and mini product range
can be extended to a total of 24 months (hereinafter “Extended Warranty Period”) if this is noted in the original Convotherm Combi Ovens price list, whereby during the extended warranty period from the 13th up to and including the 24th month, in accordance with Par. 2 1. (a), the warranty shall only extend to the delivery of spare parts.

3. The warranty period for spare parts which must be installed due to defects that have occurred in the Product shall always be 12 months and begins at the point in time of installation of the spare part in the Product in question, at the latest, however, six months after outbound delivery from the Convotherm factory. The warranty period of the Product shall remain unaffected by replaced spare parts. The warranty applies only to the delivery of spare parts.

Par. 2 Warranty Cases and Warranty Performance

1. Convotherm shall provide the warranty service in its own discretion and at its own cost. In accordance with the provisions stated below, the warranty service shall cover the following points:
(a) During the warranty period, only rectification of the defect in the Product or Product part, including delivery of the new spare parts for the Product this entails. Labor and installation costs shall only be reimbursed in the amount of the hourly or flat-rate remuneration rates agreed between Convotherm or a company of the Welbilt Inc. Group and a dealer or third party, if such rates have been agreed.
(b) During the Extended warranty period, only the delivery of new spare parts for the Product. The reimbursement of other costs, in particular labor and installation costs incurred for the removal of product parts for which a claim is made and/or the installation of spare parts supplied under this warranty are not covered by the warranty service during the Extended warranty period and shall be borne by the end customer.

2. The transportation costs for the components to be exchanged or replaced in a warranty case shall be borne by Convotherm.

3. The correct, professional installation of the Product according to the installation manual is a prerequisite for asserting the warranty claim. The warranty starts with the date from the respective installation invoice (service report) from the dealer or service partner. At the latest, however, 6 months after delivery of the product.

4. As soon as the end customer has become aware of a defect, this must be reported in writing to the dealer from whom the Product was purchased within 14 days of discovery in order to assert a warranty claim. The date of receipt of the written notification by the local dealer is decisive. The dealer must then submit the warranty claim to Convotherm within 30 days of the date of repair.

5. The end customer must make the product available to Convotherm or the local dealer as requested to check the defects complained of or provide access to the product.

6. All defects that occur within the warranty period and are proven to be due to manufacturing or material defects will be remedied by Convotherm. Convotherm reserves the right to decide at its own discretion how to remedy the defect (e.g., replacement of defective parts, repair of defective parts or replacement of entire components or products) and to use a third party to remedy the defect determine a suitable location.
7. The end customer is responsible for servicing and maintaining the Product in accordance with the maintenance instructions / recommended by Convotherm, whereby wearing parts may only be replaced with parts approved by Convotherm (original parts).

8. During the extended warranty period, it is the end customer's responsibility to commission the

dealer or an authorized third party to remedy the defect or to provide labor and assembly service for the spare part supplied by Convotherm under the extended warranty at the end customer's own expense and to find out about the nature of the correction or other service to be coordinated with the dealer. A reimbursement of costs by Convotherm is excluded.

9. If Convotherm provides warranty services, this will neither result in an extension nor a beginning of the respective warranty period according to Par. 1 of these warranty conditions.

10. The parts changed or replaced as parts of the Guarantee become the property of Convotherm and must be handed over by the end customer if required. The retention period for such replaced parts is at least 3 months or until the warranty invoice is paid.

Par. 3 Exclusion of a Guarantee Claim

1. Claims from this warranty do not exist:
(a) for damage caused by transportation and/or improper handling.
(b) for damage caused by faulty or improper installation.

(c) if the product exhibits characteristics that indicate repairs, work, or other interventions by third parties not authorized by Convotherm, repairs that are not in accordance with the regulations, operation of the product outside of the specifications determined by Convotherm or improper handling and non-observance of the current instructions for use (BHB user manual) close.
(d) if other than the original Convotherm spare or wearing parts were used or if accessories not authorized by Convotherm were installed, regardless of whether the damage of defects can be traced back to this.
(e) when using cleaning and care products not expressly recommended by Convotherm;
(f) if the combi ovens are operated with unsuitable operating resources, such as water quality, type of gas and/or power connection outside of the specifications determined by Convotherm.
(g) for damage and malfunctions caused by calcification / soiling of the product.
(h) for consumable and wearing parts, in particular bulbs and seals, as well as for damage to fragile parts of the product, in particular damage to glass.
(i) for the natural wear of the product.
(j) if the end customer has not permitted Convotherm or any of its authorized representatives to make mandatory hardware or software upgrades to the product during the warranty period or the Extended warranty period.
(k) if the type of plate has been removed or defaced.
(l) if the purchase price due has not been paid.
(m) in the case of only insignificant deviations from the agreed quality.
(n) if the impairment of usability is only insignificant.
(o) disruptions caused by malfunctions or special requirements of other hardware of software connected to the product, such as network technology.

2. A claim from this warranty only exists if the product has always been operated in accordance with the applicable technical regulations of the country in which the product is located.

Par. 4 Applicable Law and Court of Jurisdiction
This warranty from Convotherm to the end customer is subject to the law of the Federal Republic of Germany (excluding international uniform law, in particular the provisions of the United Nations Convention on Contracts for the International Sale of Goods, CISG). The district of court of Munich I in Munich / Germany has exclusive jurisdictions for all claims arising from this warranty and for all disputes in connection with this Guarantee towards merchants.