

Warranty conditions (hereinafter referred to as “the Conditions”) for the M-iClean H automatic hood system

from MEIKO Maschinenbau GmbH & Co. KG, 77652 Offenburg



§ 1 Scope

(1) MEIKO extends its warranty to a total of 60 months for material defects on all the following electrical and mechanical components of the automatic hood drive of the

MEIKO M-iClean H:

- * BEVEL GEAR FOR MOTOR
- * SPROCKET WHEEL
- * PLATE SPROCKET
- * ROLLER CHAIN
- * TENSION SPRING
- * HOOD GUIDE RAIL
- * THREAD ROD
- * CARTRIDGE
- * BALL BEARING
- * ECCENTRIC DISK

(2) The extended warranty period starts on the invoice date and comes into effect upon submission of the commissioning certificate.

(3) The customer must present the invoice to obtain warranty services.

(4) The extended warranty is provided in addition to the warranty rights arising from the sales contract.

§ 2 Scope of warranty services provided by MEIKO; definition of “warranty”

(1) Warranty according to these conditions is defined as follows (“warranty”):

With regard to the components cited in § 1 (1), MEIKO shall rectify a material defect within the meaning of § 434 BGB (section 434 of the German Civil Code; see https://www.gesetze-im-internet.de/englisch_bgb/englisch_bgb.html#p1549) if the product was defective at the time of passing of the risk to the buyer. The provisions of § 363 BGB (*Burden of proof in the case of acceptance as performance of contract*) shall apply in this context. For the avoidance of doubt, it is further specified that “warranty” according to these Conditions does not mean that a guarantee according to § 443 BGB is granted and, in particular, it is specified that the rights granted under these Conditions are not triggered by the presumption of a material defect at the time of passing of the risk to the buyer.

(2) During the term of the extended warranty, MEIKO shall rectify material and manufacturing defects at no charge through its technical customer support team or a MEIKO-authorized service partner. These defects shall only be covered by the warranty if they are reported to MEIKO as soon as they are discovered and within the extended warranty period.

(3) In the case of repairs that are not eligible for warranty coverage, the repair costs and any other services provided (e.g. the cost of travel and analysis) shall be invoiced to the customer in line with standard rates.

(4) Services provided under the extended warranty shall not prolong the total extended warranty period of 5 years and do not therefore initiate any new extended warranty period.

§ 3 Exclusions and limitations to extended warranty coverage

The scope of services provided under the extended warranty does **not** cover damage caused by improper handling, lack of care, or failure to follow the operating or assembly instructions, nor does it cover damage resulting from intervention, modifications, repairs or any other similar procedures performed by non-authorized third parties.

§ 4 Transferability

In the event of the sale or disposal of the machine, the specific extended warranty can be transferred to the new owner with the remaining term and scope of coverage applicable in each case. The previous owner shall inform the new owner of this fact. The new owner shall then send the required information (name, address, serial number) to MEIKO Maschinenbau GmbH & Co. KG by email (service-hotline@meiko.de).

§ 5 Liability

Any further or additional claims under the extended warranty are hereby excluded, in particular compensation for loss or damage that may be caused to anything other than the machine itself.

§ 6 Choice of Law and Jurisdiction

German Law shall apply to these Conditions. Place of Jurisdiction is the City of Offenburg, Germany.

§ 7 Making a claim

To make a claim under the warranty, please get in touch with your contract partner and provide all the information required to process the claim.