

## **RO SERVICE+ CONDITIONS FOR THE 5-YEAR WARRANTY AND COST CAP FOR REPAIRS**

### **1. General**

1. If a new ROTHENBERGER tool, machine or device (hereinafter "Tool") is registered online at [www.rothenberger.com](http://www.rothenberger.com) for RO SERVICE+, ROTHENBERGER Werkzeuge GmbH, Industriestr. 7, D65779 Kelkheim, Germany (hereinafter "We" or "Us"), shall provide warranties in accordance with the following provisions. In addition, we provide an upper limit for repair costs for registered Tools in accordance with the following provisions.
2. Registration for RO SERVICE+ applies exclusively online, and can be performed both by the dealer directly at the time of sale or by the buyer. The General Terms and Conditions only apply if the customer is an entrepreneur (Section 14 of the German Civil Code (§ 14 BGB)), a legal entity under public law or a special fund under public law.
3. RO SERVICE+ only applies to purchases made in a country in which we offer RO SERVICE+ at the time of purchase. Currently these are Belgium, Germany, France, Italy and the Netherlands.
4. The customer shall bear the transport risk for the delivery and return of Tools. This also applies if we bear the shipping costs.
5. German law applies to all services as part of RO SERVICE+ by way of exclusion of the UN Sales Law. These conditions do not affect the statutory warranty claims.
6. Tools filled with acid must be emptied by the customer before transport and packed in accordance with the relevant regulations (e.g. UN3457). The necessary measures must be taken to prevent leakage under normal transport conditions.
7. When sending or returning gases or batteries, all legal and official regulations applicable to the transport of goods must be observed, in particular the regulations for the transport of dangerous goods.
8. There is no entitlement to the delivery of a unused device. We are entitled to provide a replacement device in equivalent condition, but not necessarily new.
9. In the event of a replacement under warranty or repair cost cap, the customer's original device may be disposed of without further separate consent.

### **2. General 5-year warranty via RO SERVICE+**

1. The warranty period is five years and starts with the purchase of the new Tool by the first customer from the dealer. The date on the original purchase receipt is authoritative. The warranty only applies to the customer who registered the Tool and is not transferable to another person.
2. The warranty is conditional on (i) the customer registering the Tool online at the following link [account.rothenberger.com](http://account.rothenberger.com) within four weeks of the date of purchase and (ii) the customer complying with the maintenance cycles and care instructions recommended in the user manual.
3. As part of the warranty, we render repair services free of charge for defects that are attributable to material or manufacturing faults. Wear-and-tear parts (in particular batteries, sliding cables, front glass kit and camera head housing, spirals, filters, carbon brushes and clamping jaws etc.) are excluded from the warranty. A warranty claim must be asserted online via the RO SERVICE+ platform by the dealer or the customer. Tools sent in without this prior step are not covered by the warranty, and we reserve the right to refuse acceptance. The original sales receipt with date of sale must either be uploaded as a scan when registering or claiming, or a copy is to be enclosed with the Tool.
4. Warranty repairs may only be performed by our authorised warranty service stations. Improper applications are excluded from the warranty, such as:
  - Overloading the Tool
  - Use of unauthorised application Tools
  - Use of force
  - Damage caused by external influences or by foreign bodies, e.g. sand or stones

- Damage due to failure to follow the operating instructions, e.g. connection to the wrong mains voltage / type of current or failure to follow the assembly instructions.
- Multi-shift operation and industrial use.

5. Also excluded from the warranty are (i) Tools that have been partially or completely dismantled, (ii) damage caused by attempted repairs and (iii) Tools that have been supplemented or modified. The customer is not authorised to assign his rights under the warranty.

6. All original parts replaced during the rendering of a service, or warranty, shall become our property, while new parts or parts installed in replacement shall become the customer's property. Service or warranty work shall neither extend nor restart the warranty period.

7. Instead of repairing the Tool, we reserve the right to exchange it for an equivalent Tool, a new Tool of the current series, or new components, or offer an individual and fair solution. In the event that the repair or exchange is impossible for us, we shall replace the current value of the product.

8. Transport from the customer to us is free of charge for the customer provided the offered collection service is used. The order via the service platform is required in that respect as well as packaging suitable for transport. Alternatively, the device can be sent in via the dealer. The customer shall bear the transport risk for delivery and return.

### **3. 3-year warranty for all CAS & AMPShare batteries**

1. Contrary to sub-section 2.3 (Warranty exclusion for wear-and-tear parts), we provide a battery warranty of three years for our CAS & AMPShare batteries. This starts with the purchase by the first end user, the date on the original purchase receipt is authoritative. Provision of a battery warranty for individually purchased CAS or AMPShare batteries is conditional on the buyer registering the batteries within four weeks of the date of purchase.
2. If the CAS or AMPShare battery is included with the purchase of a Tool, separate registration of the battery is not necessary to obtain the battery guarantee.

### **4. Cost Cap for repairs**

1. Another advantage of RO SERVICE+ is the upper limit for repair costs. As a customer, you can be sure that a repair will not cost more than the maximum rates that are stated individually for each Tool and are, at all times, up-to-date on the RO SERVICE+ homepage ([www.rothenberger.de/service](http://www.rothenberger.de/service)). This gives you maximum cost security. If the repair cost is less than the upper cost limit, you will only be invoiced for the actual expenditure (including material and working time). If the device submitted does not correspond to the device specified in the service order, we reserve the right to adjust the repair cost limit accordingly.
2. If a repair is impossible or not economical - for example, because a Tool is so badly damaged that a repair would not make economic sense or, in the case of old Tools, a spare part is no longer available, we reserve the right to replace the Tool with an equivalent Tool, a new Tool of the current series or new components instead of a repair, or offer an individual and fair solution. Your satisfaction is our top priority.
3. In the case of partially or completely dismantled Tools, as well as damage caused by repair attempts and Tools that have been supplemented or modified, we reserve the right to exchange the Tool within the repair upper limit for a Tool of equal value, a new Tool of the current series, or new components, or offer an individual and fair solution.

### **5. Data Protection**

We collect and process personal data for the purpose of and in connection with our services, repair orders and in our legitimate interest, Article 6 (1) b) + f) GDPR. Further information on the handling of personal data and the associated rights can be found on our homepage at <https://rothenberger.com/privacy>

## 6. Right to object pursuant to Art. 21 GDPR

You have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning you which is based on point (e) or (f) of Article 6(1) GDPR, including profiling based on those provisions.

The controller shall no longer process the personal data concerning you unless the controller demonstrates compelling legitimate grounds for the processing which override your interests, rights and freedoms or for the establishment, exercise or defence of legal claims.

If your personal data is processed for direct marketing purposes, you have the right to object at any time to the processing of your personal data for the purpose of such advertising; this also applies to profiling insofar as it is associated with such direct marketing.

If you object to processing for direct marketing purposes, your personal data will no longer be processed for these purposes.

Notwithstanding Directive 2002/58/EC, you have the possibility to exercise your right of objection in connection with the use of information society services by means of automated procedures using technical specifications.

Contact details:

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