RÜKO Select Warranty Terms and Conditions

Customer information for business customers

The warranty provider is RÜKO GmbH Baumaschinen, Daimlerstraße 20, 76316 Malsch, Germany, hereinafter referred to as RÜKO.

These terms apply where RÜKO Select has been expressly agreed for a purchased item. RÜKO Select is offered exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

1 Scope of the Warranty

(1) In addition to statutory and contractual rights relating to defects, RÜKO grants the customer a RÜKO Select warranty covering all essential mechanical, hydraulic and electrical components of the purchased item specified in the purchase agreement, invoice or delivery note, in accordance with these terms.

(2) As a general rule, coverage also includes exhaust gas aftertreatment systems, electronic control units, displays, cameras, assistance systems, telematics, air-conditioning systems, chargers and traction batteries of electric machines.

(3) A warranty claim arises if, during the warranty period, a covered component loses its normal technical function due to a defect in materials, the component or its function, provided no exclusion under Section 4 applies.

(4) The purchased item comprises the machine, construction equipment, attachment and accessories sold with it as expressly identified in the contractual and delivery documents.

2 Commencement and Duration

(1) The warranty begins on the date of the invoice or delivery note. If these dates differ, the earlier date applies.

(2) The warranty ends after six months or upon the accumulation of a further 500 operating hours from the start of the warranty, whichever occurs first.

(3) The operating-hour reading documented at the start of the warranty forms part of the warranty agreement. The customer must provide evidence of the current reading upon RÜKO’s request.

(4) Warranty services, repairs and replacement of components neither extend the warranty period nor cause the warranty to recommence.

3 Warranty Services, Deductible and Liability Limit

(1) In an accepted warranty claim, RÜKO decides the type, scope and location of the necessary measures. In particular, RÜKO may perform the repair itself, supply spare parts or authorize a service provider.

(2) Spare parts are supplied by RÜKO or must be approved by RÜKO in text form before ordering. Necessary parts freight costs are covered only to the extent approved in advance by RÜKO.

(3) Labor hours of an external service provider authorized by RÜKO are covered up to a maximum rate of EUR 90.00 net per actually necessary and documented working hour. Any higher hourly rates are borne by the customer.

(4) The customer bears a deductible of EUR 1,000.00 net for each separate cause of damage. Multiple causes of damage are treated separately. RÜKO covers only accepted warranty costs exceeding the deductible for the respective cause of damage.

(5) Total warranty benefits are limited to the net purchase price stated in the purchase agreement. The special allocation of costs where RÜKO chooses to reverse the transaction under Section 8 remains unaffected.

4 Exclusions

The following are excluded from the warranty:

- Tyres, tracks and undercarriage components;
- Brake and clutch linings;
- Filters, oils and other operating fluids;
- Hoses, belts, starter and low-voltage batteries, and bulbs;
- Normal wear and tear and cosmetic defects;
- Consequential damage, production downtime, loss of profit and the cost of replacement or rental machinery;
- Damage caused by incorrect operation, overloading, use for unintended purposes or failure to carry out maintenance or maintenance carried out improperly;
- Damage caused by external force, accidents, transport, frost or foreign objects;
- Damage associated with modifications, inspections, dismantling or repairs without RÜKO's prior approval.

Seals are not excluded as a general rule. However, no claim exists where there is merely wear consistent with age or use, without any malfunction of a covered component.

5 Customer Obligations

(1) The customer must use the purchased item solely for its intended purpose, within the manufacturer's specified limits and in compliance with operating, maintenance and safety instructions.

(2) Prescribed maintenance must be carried out properly and on time, and evidence provided upon request. The customer must prevent imminent consequential damage by taking the item out of operation immediately.

(3) The warranty is tied to the named customer and to the country of delivery stated in the invoice or delivery note. It is not transferable to third parties and ends upon sale or other transfer of the purchased item. The warranty also ends if the purchased item is permanently moved or exported to another country without RÜKO's prior consent in text form. RÜKO may make its consent conditional on payment of the difference between the original warranty fee and the fee applicable to the new country of delivery. Temporary use in another country for a specific project does not change the country of delivery. Additional travel, transport, freight, customs or other operating costs arising from such use will be covered only if RÜKO has confirmed this in advance in text form.

6 Damage Notification and Documentation

(1) A potential warranty claim must be reported by email to werkstatt@rueko.de within three calendar days of its discovery. Late notification affects the warranty claim only to the extent that it makes it difficult or impossible for RÜKO to inspect the damage, carry out repairs or prevent further damage.

(2) The report must contain at least the serial number, informative photographs, a specific description of the damage, and the name and telephone number of a contact person. The operating-hour reading, fault codes, maintenance records and other documents must be provided upon request.

(3) RÜKO's approval must be obtained before any inspection, dismantling, modification or repair. Work may be carried out only by RÜKO or a service provider authorized by RÜKO. Immediate measures necessary to avert danger remain permissible, but must be fully documented and reported without delay.

(4) If diagnosis reveals no warranty claim, the customer bears all diagnostic costs.

7 Costs Not Covered

Transport of the purchased item to or from the nearest workshop, customs duties and import charges, as well as travel, accommodation, visa, meal and other incidental on-site expenses, are not covered. Coverage in individual cases requires RÜKO's prior confirmation in text form.

8 Reversal of the Transaction at RÜKO's Discretion

(1) RÜKO alone is entitled to choose complete reversal of the purchase agreement instead of repair. The customer cannot demand reversal on the basis of this warranty; statutory and other contractual rights remain unaffected.

(2) If RÜKO chooses reversal, RÜKO refunds the entire purchase price paid, including the warranty fee paid, without deductions for use, additional operating hours or depreciation. RÜKO bears other costs directly necessary for reversal, particularly return transport organized by RÜKO.

(3) The customer must return the purchased item to RÜKO together with all components, documents and accessories sold with it. No replacement machine or replacement equipment is owed.

9 Condition at Handover

At the start of the warranty, the next scheduled service must not be due for at least another 100 operating hours; otherwise RÜKO will carry it out before delivery. Required UVV, TÜV and comparable inspections must remain valid for at least six months after the start of the warranty; otherwise they will be renewed before delivery. The information recorded in the handover report is authoritative.

10 Warranty Fee and Country Classification

(1) RÜKO Select is offered as an option for a separate warranty fee. The fee depends on the country of delivery and is as follows:

Country of delivery	Warranty fee
Germany, Belgium, the Netherlands, Luxembourg, Austria and France	**2.0%**
Other member states of the European Union	**2.5%**
All other countries	**3.0%**

(2) The calculation is based on the net purchase price of the covered purchased item stated in the purchase agreement, excluding the warranty fee, transport and freight costs, taxes, customs duties and other incidental costs. Statutory VAT is payable on the warranty fee insofar as it is due.

(3) The country of delivery stated in the invoice or delivery note is decisive. The agreed warranty fee and the applicable percentage are shown separately in the contractual documents.

(4) If RÜKO consents to permanent relocation to a country with a higher warranty rate, the corresponding difference becomes due. No refund is made for relocation to a country with a lower warranty rate.

(5) RÜKO may exclude certain countries from the RÜKO Select offer, in particular due to legal restrictions, sanctions, security risks or the lack of spare parts and service facilities.

11 Relationship to Rights for Defects and Hire Purchase

(1) The RÜKO Select warranty applies in addition to the customer's statutory and contractual rights in respect of defects. These rights are not restricted by the warranty.

(2) Hire purchase arrangements and their terms are not covered by these warranty conditions and require a separate agreement.

12 Final Provisions

(1) Changes and additions to these warranty conditions must be made in text form. Individual agreements remain unaffected.

(2) German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), insofar as this can be validly agreed.

(3) The place of jurisdiction for all disputes arising from these warranty conditions is RÜKO's registered office, insofar as legally permissible.

(4) If any provision is or becomes invalid, the remaining provisions remain unaffected.