

Unicook Ltd Warranty and Firmware License Terms and Conditions

IMPORTANT NOTICE: THIS IS NOT A SAFETY PRODUCT AND IS NOT INTENDED TO PREVENT ACCIDENTS. YOU EXPLICITLY AGREE AND UNDERSTAND THAT THE PRODUCT AND/OR THE UNICOOK APPLICATION (MOBILE APPLICATION) ARE NOT EMERGENCY ALARM OR RESPONSE SYSTEMS AND WILL NOT NOTIFY, CONTACT OR DISPATCH ANY EMERGENCY AUTHORITIES. ANY AND ALL EMERGENCY SITUATIONS SHOULD BE DIRECTED AT THE RELEVANT EMERGENCY AUTHORITIES.

BY USING THE PRODUCT, YOU EXPLICITLY UNDERSTAND AND AGREE TO THE AFORESAID.

These are the Unicook Ltd Warranty and Firmware License Terms and Conditions ("Terms") between you ("You") and Unicook Ltd ("Unicook"). These Terms give You certain legal rights, in addition to which You may have further legal rights on the basis of the laws applicable in your domicile. Please read these Terms carefully before commencing the use of the Product.

BY USING THE PRODUCT, YOU AGREE TO BE BOUND BY THESE TERMS. YOU MAY NOT USE THE PRODUCT WITHOUT AGREEING TO THE TERMS.

1. Warranty Grant

Unicook grants You a, limited 2-year manufacturer's warranty to the Unicook product delivered to You ("Product") in accordance with these Terms ("Warranty"). **An extended 3-year product warranty is activated on successful registration by completing the webform on our website (excluding any spare parts).** The Warranty applies to the Defects (as defined in Section 4. Preconditions for Warranty Repair) covered by the Warranty, which are notified to Unicook during the Warranty Period. The Warranty to a Product, which has been repaired or replaced on the basis of the Warranty, shall be limited to the original warranty period. Unicook grants a separate warranty for any and all spare parts used in connection with a Warranty repair.

This limited Warranty does not limit a consumer's rights in accordance with the mandatory applicable consumer protection legislation.

2. Warranty Period

The manufacturer's warranty period for the Product shall be twenty-four (24) months. The extended warranty period, if activated, shall be twelve (12) months commencing on the calendar day immediately following the termination of the manufacturer's warranty. The warranty period for spare parts used in connection with a warranty repair shall be three (3) months. Both of the foregoing are each a "Warranty Period", as the context requires.

The Warranty Period of the Product commences on the date of first purchase of the Product. In case the Product has been installed ready to a new apartment, the date of purchase shall be deemed to be the date of first purchase of the apartment.

The Warranty Period for spare parts used in connection with a warranty repair commences on the date You receive the repaired Product.

3. Work Included in the Warranty

Defects falling under the Warranty shall, in Unicook's sole discretion, (a) be repaired; or (b) the Product will be replaced without further expenses to You. The repair or replacement will be made within a reasonable time during normal working hours in a location designated by Unicook.

4. Preconditions for Warranty Repair

The Warranty covers defects attributable to the material or manufacturing of the Product when used in accordance with the relevant user manuals, technical specifications and other guidelines published by Unicook ("Defect") and when:

- The Defect occurs under normal, intended use conditions and can be reproduced in such conditions;
 - The instructions for installation, use and maintenance have been adhered to;
 - In case the Product is installed by You or any non-professional person, You must inspect the Product prior to the installation and without delay inform the seller of the Product about the defects or errors in the Product or its delivery;
 - The Product has been maintained or repaired by using original spare parts and by Unicook authorised suppliers and the Product has not been dismantled or otherwise modified to any extent;
 - The warranty claim is made by You or someone duly authorised by You in writing;
 - You notify Unicook or its representative of the Defect during the Warranty Period. You are responsible for the Product's condition until it has been handed over for repair. You can notify Unicook by contacting the reseller of the Product or by sending an email to: support@unicook.co.uk;
- AND
- You must provide Unicook with a written declaration regarding the purchase date of the Product, order references, an account regarding the Defect and description of the Product's usage conditions.

If Unicook deems that the defects and/or errors with the Product are not covered by the Warranty, Unicook has the right to charge You for all costs incurred in connection with identifying the defects and/or errors with the Product in accordance with Unicook's then-current price list. In such event, Unicook also has the right to charge You for the costs incurred in connection with the repair of the Product, if You request that it be repaired.

5. Unicook Product Specific Terms

This Section applies to the Unicook smart cooking sensor Product. In addition, other terms and conditions in these Terms apply to the Unicook Product.

FOR CLARITY, IN ORDER TO IMPROVE ITS PRODUCTS AND SERVICES AND THE FUNCTIONALITY OF THE APPLICATION, UNICOOK USES THE SENSORS (INCLUDING, AMONG OTHERS, A MICROPHONE) WITHIN THE UNICOOK PRODUCT TO COLLECT GENERAL COOKING RELATED DATA, IN THE PROCESS OF WHICH UNICOOK MAY COLLECT DATA WHICH CAN BE CONSIDERED AS PERSONAL DATA IN CERTAIN COUNTRIES. PLEASE SEE SECTION 6 “PRIVACY POLICY”.

6. Privacy Policy

PLEASE READ UNICOOK’S PRIVACY POLICY AT unicook.co.uk/privacy/

7. Warranty Disclaimer

YOUR USE OF THE PRODUCT AND/OR THE UNICOOK APPLICATION IS AT YOUR SOLE DISCRETION, RESPONSIBILITY, LIABILITY AND RISK. THE PRODUCT AND/OR THE UNICOOK APPLICATION DO NOT DIMINISH OR REMOVE YOUR RESPONSIBILITY TO FOLLOW APPLICABLE AUTHORITIES’ RULES, REGULATIONS AND ORDERS OR RESPONSIBILITY TO ACT WITH DUE CARE TO AVOID DAMAGE TO PROPERTY AND PERSONS.

EXCEPT FOR AS EXPLICITLY SET OUT IN THESE TERMS, UNICOOK HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RELATION TO THE PRODUCT TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

8. Limitation of Warranty and Liability

The Warranty does not cover:

- Repair of Defects, which are caused by normal wear and tear, failures in installation, use or maintenance, faulty or deficient repair made by others than Unicook or a repair shop authorised by Unicook, use conditions in contradiction with the instructions or choosing by end user of a Product that is not suitable for the use in the premises where the Product is used or is wrong size or capacity;
- Repair of Defects, in case the Product has been dismantled, repaired or modified by others than Unicook’s repair shop or a repair shop authorised by Unicook;
- Repair of a Defect caused by external factors, such as accident, over-heating, fluctuation of electricity or air conditioning, thunder, fire, water, extreme weather conditions, explosion or any other like external cause;
- Batteries;
- Any power control unit or any damage or other liability caused by any power control unit that is not a Unicook product; OR
- Use of the Product in combination with any other product not accepted by Unicook in the user manual or otherwise in written form, or usage in usage environment not accepted by Unicook in the user manual or otherwise in written form.

EVEN IF YOU USE THE PRODUCT, YOU MUST DULY CONSIDER USE OF OTHER EQUIPMENT AND MEASURES TO AVOID DAMAGES, AND YOU WILL BE RESPONSIBLE FOR MAINTAINING IN FORCE THE INSURANCES FOR PROPERTY AND PERSONS. UNICOOK WILL NOT BE LIABLE FOR ANY DAMAGE TO PROPERTY OR PERSONS OR FOR ANY MONETARY OR FINANCIAL DAMAGES CAUSED BY THE FUNCTIONING OR NON-FUNCTIONING OF THE PRODUCT AND/OR THE UNICOOK APPLICATION, WHETHER DIRECT OR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL, TO THE MAXIMUM EXTENT ALLOWED UNDER THE APPLICABLE LAW.

TO THE MAXIMUM EXTENT ALLOWED UNDER THE APPLICABLE LAW:

- THIS LIMITED WARRANTY GOVERNS YOUR SOLE RIGHT TO MAKE CLAIMS TOWARDS UNICOOK BASED ON DEFECTS IN THE PRODUCTS, AND UNICOOK'S LIABILITY FOR THE DEFECTS IN THE PRODUCTS; AND
- UNICOOK'S LIABILITY, INCLUDING ANY REFUNDS AND REMUNERATION, IS LIMITED TO THE PRODUCT'S PURCHASE PRICE.

9 Firmware License

The firmware included and/or embedded in the Product may be used only as integrated in the Products when using the Product for their intended and designed use. The firmware may not be extracted or otherwise separated from the Product, or used separately from the Product or used in connection with the use of other products or as part of other products. The firmware may not be (a) copied or otherwise reproduced (possible reinstallation shall be performed by Unicook or a repair shop authorised by Unicook), (b) modified, disassembled, decompiled or reverse engineered or (c) delivered to third parties other than as part of the Product when assigning the Product's ownership. You are granted only the right to use the firmware in accordance with this provision. Copyright and other intellectual property rights in and to the firmware (and to any and all other software in the Products) are owned solely by Unicook.

10. Governing Law and Dispute Resolution

These Terms shall be construed in accordance with the laws of England and Wales excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.

Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Chartered Institute of Arbitrators, in English language in London, England.

To the maximum extent allowed under applicable law, You explicitly waive your right to participate in any class actions, class arbitrations or other similar grouping of parties.

Notwithstanding the above, Unicook shall be entitled to seek equitable and/or injunctive relief or take legal actions concerning overdue payments in any court of law having jurisdiction over Your or Unicook's domicile. For clarity, this Section does not limit your rights under the applicable law of your domicile.

11. General

If any provision of these Terms is held to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. Other provisions will remain in full force and effect.

All notices regarding these Terms must be made in writing. You may contact Unicook at: support@unicook.co.uk

These Terms constitute the complete and exclusive agreement between You and Unicook with respect to the subject matter hereof and supersedes all prior proposals, understandings, marketing materials and other communications with respect to the subject matter of these Terms.

Excluding Unicook, no one may amend, extend or otherwise modify these Terms.

The headings of the Sections of these Terms are informative in nature and shall not be used in the interpretation thereof.

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