General Terms and Conditions

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1. Scope

These General Terms and Conditions apply, in the version that was valid when the contract was concluded, to all transactions between:

Robert Bosch Smart Home GmbH
Schockenriedstr. 17
70565 Stuttgart-Vaihingen
Germany

(hereinafter referred to as "Bosch") and the Customer that are initiated and processed via the Smart Home online shop. The text of these General Terms and Conditions is stored by Bosch and can be accessed on the website www.bosch-smarthome.com/uk/en/terms-and-conditions in the event of changes.

The Smart Home Customer Service team can be contacted by using the contact form: https://www.bosch-smarthome.com/uk/en/smart-contact-form

Complaints can be submitted via the Smart Home Customer Service team above.

Any General Terms and Conditions of the Customer that deviate from, contradict or supplement these General Terms and Conditions shall not form part of the contract, even if Bosch does not expressly object to them or the Customer refers to them when placing the order. The contractual terms of the Customer shall not apply, even if Bosch accepts payment from Customer while fully aware of such contractual terms. Such contractual terms shall only apply if Bosch has expressly agreed to their validity in writing.

The goods and services offered by Bosch via the online shop are exclusively aimed at consumers. A "Consumer" is any natural person who enters into a legal transaction for purposes that are predominantly outside of their trade, business or profession.

2. Smart Home Online Shop and Customer Account

Bosch operates the Smart Home online shop, through which customers are presented with a range of products and services for intelligent and convenient home control ("Smart Home"). Customers may place orders either as guests or after registering a customer account.

Registration may require the use of an authentication service (e.g. SingleKey ID, Apple ID, Google Account). The respective terms and conditions of such services must be accepted separately during registration.

During registration, customers are required to provide accurate and complete personal information (e.g. name, address, email, phone number) and to keep such information up to date.

By submitting their registration data, customers make an offer to Bosch to conclude a usage agreement based on these General Terms and Conditions. Acceptance of this offer by Bosch is affected via confirmation by email and activation of the customer account.

Bosch reserves the right to verify the customer's identity through appropriate means, such as by sending an activation link to the provided email address or a code via SMS. Until verification is completed, the customer account shall remain locked.

There is no entitlement to registration. Bosch may reject any registration without providing reasons. Each natural person may register only once. Customer accounts are non-transferable.

Customers must handle their login credentials with care and must not share them with third parties or allow access circumventing the login process. The customer is responsible for all activities conducted via their account, unless the customer is not at fault.

Bosch endeavours to ensure uninterrupted access to the Smart Home online shop within the scope of technical and operational feasibility. Temporary disruptions may occur due to maintenance work, further development, or other technical issues. There is no entitlement to uninterrupted access.

Bosch reserves the right to modify, supplement, or discontinue the Smart Home online shop or any of its functions at any time. Customers shall have no claim to continued availability of specific functionalities. Bosch shall take reasonable account of customer interests when implementing such changes.

The usage agreement is concluded for an indefinite period. Bosch may terminate it with one month’s notice to the end of a calendar month. The customer may terminate at any time. Unless a deletion function is provided within the account settings, termination must be made in writing or by email.

Upon termination:

- The customer account shall be deactivated at the time of termination.
- Bosch may delete all associated data after statutory retention periods have expired, but no earlier than 30 calendar days following the effective date of termination.
- The customer must export and secure their data in time before termination or expiry of the deletion period.

3. Use of Online Shop Content

All rights to the Smart Home online shop and its contents lie with Bosch or its licensors and are protected by copyright or other intellectual property rights.

Content may only be accessed and displayed online by the customer for their own non-commercial purposes during the term of the usage agreement. Any reproduction, distribution or publication of content beyond this scope is prohibited without prior written consent from Bosch.

4. Conclusion of contract, delivery reservation, shipping, contact

The ordering of products in the Smart Home online shop is subject to these General Terms and Conditions, unless different terms and conditions are specified when placing the order.

The Smart Home online shop represents a non-binding invitation to the customer to order goods (invitatio ad offerendum). Orders can only be placed in German.

1. During the ordering process, the customer will be informed of the essential characteristics of the product, the prices, the terms of payment and delivery, any terms and notice periods, as well as information on the right of withdrawal and further details (‘product information’).
2. To place an order, the customer adds the desired product to their shopping basket. The customer can make changes or delete the product from the shopping basket at any time. After clicking on the ‘proceed to checkout’-button (or a similar button), the customer can enter their details and select a payment method, for example.
3. The customer can check their entries on the following order overview page. To correct input errors (e.g. in the payment method or data), they can click on ‘BACK’. The order process can be cancelled at any time, e.g. by closing the browser window.
4. By placing an order by clicking on the ‘Place order’ button, the customer makes a binding offer to enter into a contract and is redirected to the corresponding payment page. The customer will receive immediate confirmation of receipt of their order by email, which will also list the order details. The automatic confirmation of receipt does not constitute a binding acceptance of the order, but merely serves to inform the customer that their order has been received. The purchase contract is concluded at Bosch's discretion either by sending an order confirmation or by dispatching the ordered goods to the customer.
5. The contract text (consisting of the product information, the General Terms and Conditions, the product description and the cancellation policy, if applicable) will be sent to the customer on a permanent data carrier (e.g. email). Bosch does not store the contract text; the contract text is then no longer accessible to the customer.

Bosch is entitled to limit the order to a quantity that is customary for a household. The goods will be delivered in accordance with the agreements made with the customer.

If the customer has any questions about their order, they can contact Smart Home Customer Service:

Contact form: https://www.bosch-smarthome.com/de/de/smart-contact-form/

5. Third-Party Partner Services

Bosch may provide Customers with the opportunity to book free or paid services from third-party partners via the Smart Home online shop.

In such cases, Bosch only acts as an intermediary and is not a contractual party to the agreement between the Customer and the partner. The contract regarding the booked service is concluded exclusively between the Customer and the respective partner.

Bosch assumes no responsibility or liability for the execution or performance of such third-party services, even if Bosch facilitates the technical booking process on the partner's behalf.

The partner is solely responsible for the service, including any claims or complaints. Bosch does not guarantee the accuracy or completeness of any information or declarations provided by the partner.

Payment for partner services must be made directly to the respective partner. Cancellation of these services must also be handled according to the terms agreed with the partner.

6. Prices and payment

The price of the product (which includes VAT) is the price indicated on the order pages at the time the Customer places an order. Bosch uses reasonable efforts to ensure the prices shown are correct.

If the rate of VAT changes between the Customer's order date and the date Bosch supplies the product, Bosch will adjust the VAT amount, unless the Customer has already paid the full amount before the change takes effect.

Despite best efforts, some products may be incorrectly priced. Bosch usually checks prices before accepting an order. If the correct price is lower than stated, the lower amount will be charged. If the correct price is higher, Bosch will contact the Customer for confirmation before accepting the order.

If Bosch mistakenly accepts and processes an order where a pricing error is clear and could reasonably have been recognised by the Customer as a mistake, Bosch may cancel the contract, refund any payments, and request the return of delivered goods.

Payment must be made before dispatch. Bosch accepts payment via major methods, including Visa, MasterCard, Maestro, American Express, and Diners Club.

Transactions are processed by Bosch’s payment service provider, Adyen. The invoice amount is charged to the specified account or card. The process typically takes fewer than three days, but may vary.

For credit card payments, the charge is made when the Customer submits the order. Goods are dispatched after Adyen confirms receipt of payment. The Customer must ensure sufficient funds are available and is liable for any fees resulting from failed transactions due to insufficient funds or incorrect payment details.

7. Transfer of risk

The risk of accidental loss or deterioration of the goods passes to the Customer once the goods are delivered to the Customer or to a third party authorised by the Customer to receive the goods.

Delivery is deemed complete even if the Customer is in default of acceptance.

8. Retention of Title

Bosch retains ownership of the delivered goods until full payment of the purchase price has been received.

Until ownership has transferred to the Customer, the Customer is obliged to handle the goods with care. If maintenance or inspection work is required to preserve the condition of the goods, the Customer must perform such work at their own expense and in a timely manner.

9. Right to cancel

The Customer has the right to cancel their order within fourteen (14) days without giving any reason.

The cancellation period will expire fourteen (14) days after the day:

- the Customer, or a third party other than the carrier and indicated by the Customer, acquires physical possession of the goods, or

- in the case of multiple goods ordered in one order and delivered separately, the day on which the Customer or a third party acquires possession of the last good, or
- in the case of a delivery of goods in multiple parts, the day on which the Customer or a third party acquires possession of the last part.

To exercise the right to cancel, the Customer must notify Bosch of their decision to cancel the contract by submitting a clear statement either:

by mail to:
Robert Bosch Smart Home GmbH
Schockenriedstr. 17
70565 Stuttgart-Vaihingen
Germany

or online via the withdrawal form at:
https://www.bosch-smarthome.com/uk/en/smart-withdrawal-form/

The customer may exercise the right of withdrawal by returning the goods, which shall be deemed a cancellation notice. In that case, Bosch will assume that the Customer wishes to cancel the contract.

To meet the cancellation deadline, it is sufficient for the Customer to send their communication concerning the exercise of the right to cancel before the cancellation period has expired.

Consequences of Cancellation

If the Customer cancels the contract, Bosch will reimburse all payments received from the Customer, including the costs of delivery (except for additional costs arising if the Customer chose a delivery method other than the least expensive standard delivery offered by Bosch), without undue delay and in any event not later than fourteen (14) days from the day Bosch is informed of the Customer's decision to cancel the contract.

Reimbursement will be made using the same means of payment as used for the initial transaction, unless the Customer has expressly agreed otherwise. In no event will the Customer incur any fees as a result of such reimbursement.

Bosch may withhold reimbursement until Bosch has received the goods back or the Customer has supplied evidence of return as per the return process described under the chapter 'Right to cancel'.

The Customer shall send back the goods or hand them over to:

Bosch Thermotechnik GmbH
Ersatzteillogistik – Smart Home
Justus-Kilian-Strasse 1
35457 LollarGermany

without undue delay and in any event not later than fourteen (14) days from the day on which they communicate their cancellation of the contract to Bosch. The deadline is met if the goods are sent back before the period of fourteen days has expired.

Bosch will bear the cost of returning the goods if the return is made via the parcel service provider specified in the returns process as described on the website. Otherwise, the Customer will bear the return shipping costs.

The Customer is only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

10. Installation of Products

Bosch does not offer installation services for products purchased via the Smart Home online shop. Installation and commissioning are the sole responsibility of the Customer.

The Customer is obliged to install and operate the products correctly, in accordance with the operating instructions provided by Bosch.

11. Withdrawal by Bosch

If the Customer is in breach of contract – especially in the event of default in payment – Bosch is entitled, after the unsuccessful expiry of a reasonable grace period, to withdraw from the contract.

Bosch is also entitled to withdraw from the contract without granting a grace period if the Customer has ceased payments or has filed for the opening of insolvency proceedings or similar debt settlement proceedings.

Withdrawal is also possible without setting a deadline if:

1. the Customer's financial situation significantly deteriorates or is likely to deteriorate, jeopardising Bosch's claims for payment;

   or

2. the Customer is demonstrably insolvent or over-indebted.

After declaring withdrawal, the Customer must grant Bosch or its agents immediate access to and return of any goods still under retention of title. After proper prior notification, Bosch may realise the goods to offset outstanding claims against the Customer.

Statutory rights and claims remain unaffected. This includes the Customer's rights as outlined in the chapter 'Liability for defects' and 'Right to cancel'.

12. Liability for defects

Bosch is legally obligated to supply goods that conform with the contract.

Summary of Your Key Consumer Rights:

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website (www.adviceguide.org.uk) or call **03454 04 05 06**.

The Consumer Rights Act 2015 states that goods must be:

- as described,
- fit for purpose, and
- of satisfactory quality.

During the expected lifespan of the product, customers are entitled to the following:

- Up to 30 days: if your item is faulty, you can get a refund.
- Up to six months: if the item cannot be repaired or replaced, you're entitled to a full refund in most cases.
- Up to six years: if the item does not last a reasonable length of time, you may be entitled to a partial refund.

If a Customer wishes to exercise their legal rights to reject goods, they must return the goods to Bosch as described under the chapter 'Right to cancel' or (if not suitable for posting) allow Bosch to collect them. Bosch will bear the costs for postage or collection.

To arrange a return, please use the contact form:
https://www.bosch-smarthome.com/uk/en/smart-contact-form

13. Limitation of liability

Bosch is liable for loss or damage suffered by the Customer that is a foreseeable result of Bosch breaching the contract or failing to use reasonable care and skill.

Loss or damage is foreseeable if either it is obvious that it will happen, or if at the time the contract was made, Bosch and the Customer knew it might happen.

Bosch does not exclude or limit liability where it would be unlawful to do so. This includes liability for:

- death or personal injury caused by negligence,
- fraud or fraudulent misrepresentation,
- breach of the Customer's legal rights in relation to the goods,
- and defective products under the Consumer Protection Act 1987.

Bosch is not liable for business losses. The products are only supplied for domestic and private use. If the Customer uses the products for any commercial, business or resale purpose, Bosch will have no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. Storage of data, data protection

Bosch processes and stores all personal data provided by the Customer in accordance with applicable data protection laws.

Processing the contract requires the use of personal data. This data is only passed on to third parties involved in fulfilling the contract and only for that purpose. The data will be deleted as soon as it is no longer needed for billing purposes.

Any further use of personal data requires the Customer's explicit consent. Details about the collected data and its use can be found in the Privacy Statement at:
https://www.bosch-smarthome.com/uk/en/privacy-statement/

The Customer may grant Bosch access to order and delivery information and technical data of their Smart Home system to enable support. Consent for this may be given through the contact form or during online support processes. Customers are informed beforehand and may grant or deny access at any time, and revoke consent at any time.

Customers have the right to obtain information about their stored personal data. They also have the right to withdraw their consent to data storage with future effect. Requests should be submitted via the contact form: https://www.bosch-smarthome.com/uk/en/smart-contact-form/

15. Information on dispute resolution with consumer arbitration boards

Bosch does not participate in dispute resolution proceedings with consumer arbitration boards.

16. Changes to the Terms and Conditions

Bosch is entitled to amend or supplement these General Terms and Conditions, including any applicable contractual terms, at any time with future effect if this is necessary due to changes in the law or functional or technical developments to the Smart Home online shop.

17. Identity of the provider

The provider of the Smart Home online shop is

Robert Bosch Smart Home GmbH
Schockenriedstr. 17
70565 Stuttgart-Vaihingen
Germany

Contact form: https://www.bosch-smarthome.com/de/de/smart-contact-form/

Complaints can be made at the above address.

18. Final provisions

If any provision of these Terms and Conditions or any other agreement related to the contractual relationship is or becomes invalid, the validity of the remaining provisions shall not be affected. The parties will strive to replace the invalid provision with one that most closely reflects the original intent and economic purpose.

These Terms and Conditions are governed by the laws of England and Wales. If the Customer resides in England or Wales, legal actions concerning these Terms and Conditions shall be brought before the competent courts of England and Wales.

If the Customer resides in Scotland or Northern Ireland, they may bring legal proceedings either in the respective regional courts or in the courts of England and Wales.

Bosch does not participate in dispute resolution proceedings before a consumer arbitration board and is not obliged to do so.

Sample cancellation form

If you wish to cancel the contract, please fill out this form and send it back to us.

To:

Robert Bosch Smart Home GmbH
Schockenriedstr. 17
70565 Stuttgart-Vaihingen
Germany

or by

withdrawal form: https://www.bosch-smarthome.com/uk/en/smart-withdrawal-form/

I/we (*) hereby cancel the contract that I/we (*) have concluded concerning the following goods:

- Ordered on (*)/received on (*):
- Your name:
- Your address:
- Your e-mail address:
- Your signature (only for notification on paper):

- Date:

_____

(*) Delete as applicable