

# General Terms and Conditions

Date: 04.11.2016

## § 1 - Scope

- 1) 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 [www.bosch-smarthome.com/uk/en/](http://www.bosch-smarthome.com/uk/en/) website in the event of changes.
- 2) The Smart Home Customer Service team can be contacted:
  - a) by phone on 00800 843 762 78  
(Monday to Friday from 7 a.m. to 8 p.m. (CET) and Saturday from 8 a.m. to 6 p.m. (CET)); or
  - b) by email at [service@bosch-smarthome.com](mailto:service@bosch-smarthome.com)

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

- 3) 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 primarily aimed at consumers. For the purposes of these General Terms and Conditions,

- c) a "Consumer" is any natural person who enters into a legal transaction for purposes that are predominantly outside of their trade, business or profession and
  - d) an "Entrepreneur" is a natural or legal person or a partnership with legal personality who or which, when concluding the contract in question, acts in exercise of their or its trade, business or profession.
- 4) If the Customer is an Entrepreneur, these General Terms and Conditions, the Privacy Statement and any documents expressly referred to in the terms constitute the entire agreement between Bosch and the Customer and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

- 5) If the Customer is an Entrepreneur, the Customer acknowledges that in entering into this contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the terms, or any document expressly referred to in them or the Privacy Statement. Neither Bosch nor the Customer shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these General Terms and Conditions.

## § 2 - Smart Home Online Shop

1. Bosch operates the Smart Home online shop which presents the Customer with a range of products and services for intelligent and convenient home control –referred to as "Smart Home". Goods can be selected from this range of products and services, and the selection can be sent as an order to Bosch. Before an order is sent, the Customer has an additional opportunity to check and correct the data entered in a confirmation window. Orders can only be placed and delivered within the United Kingdom, the Scottish Highlands and Islands, the Isle of Wight and the Isle of Man. Unfortunately, Bosch does not deliver to addresses outside of the United Kingdom, the Scottish Highlands and Islands, the Isle of Wight and the Isle of Man. Orders can only be placed in English.
2. Any images of the goods or the packaging of the goods on the Smart Home online shop are for illustrative purposes only. Although Bosch has made every effort to display the colours accurately, Bosch cannot guarantee that a device's display of the colours accurately reflects the colour of the goods or packaging. A Customer's goods may vary slightly from those images.

## § 3 - Conclusion of contract, delivery reservation, shipping, contact

1. The Smart Home online shop constitutes a non-binding invitation to customers to place orders for goods. The Smart Home online shop is subject to technical and other changes within reasonable limits.
2. By clicking on the "Buy and pay now" button, the Customer submits an electronic order that constitutes a binding offer to enter into a contract. Receipt of the Customer's order will be acknowledged immediately. This acknowledgement of receipt shall not constitute a binding acceptance of the order, but is instead intended only to inform the Customer that their order has been received. At the discretion of Bosch, the contract of sale shall be concluded either by the sending of an order confirmation or by the sending of the goods ordered by the Customer. Bosch reserves the right to combine the acknowledgement of receipt with a declaration of acceptance.
3. Bosch shall be entitled to place reasonable limits on the amount of goods that can be ordered.
4. Bosch will deliver the goods to the Customer within three to six working days (standard delivery) and will bear the costs of standard delivery. Bosch reserves the right to dispatch the goods in a partial delivery.  
Note: A signature is required for all deliveries. An attempted delivery on the delivery date means that Bosch has delivered on time.  
Note: Please note that Bosch reserves the right not to deliver an order if Bosch

believes that the address is not secure, for example, to a communal postal address or PO Box. If this affects an order the Customer places, Bosch will notify the Customer as soon as possible. Bosch does not deliver to BFPO addresses.

5. If the supply of the goods is delayed by an event outside of Bosch's control then Bosch will contact the Customer within seven working days and will take steps to minimise the effect of the delay. Provided Bosch does this, Bosch will not be liable for delays caused by the event, but if there is a risk of substantial delay the Customer may contact the Smart Home customer service to end the contract and receive a refund for any goods that the Customer has paid for but not received.  
The Customer can contact the Smart Home Customer Service team for any queries regarding their order  
(see contact details in section 1(2) of these General Terms and Conditions).
6. If no one is available at the Customer's address to take delivery, Bosch will leave the Customer a note informing the Customer of how to rearrange delivery or collect the products from a local collection point of the parcel service provider .
7. If after a failed delivery to the Customer, the Customer does not re-arrange delivery or collect the goods from the local collection point of the parcel service provider Bosch will contact the Customer for further instructions and may charge the Customer for storage costs and any further delivery costs. If, despite Bosch's reasonable efforts, Bosch is unable to contact the Customer or re-arrange delivery or collection Bosch may end the contract.
8. The Customer has legal rights if Bosch delivers any goods late. If Bosch misses the delivery deadline for any goods then the Customer may treat the contract as at an end straight away if any of the following apply:
  - a. Bosch has refused to deliver the goods;
  - b. Delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - c. The Customer told Bosch before Bosch accepted the order that delivery within the deadline was essential.
9. If the Customer does not wish to treat the contract as at an end straight away, or does not have the right to do so under section 3(8), the Customer can give Bosch a new deadline for delivery, which must be reasonable, and the Customer can treat the contract as at an end if Bosch does not meet the new deadline.

If the Customer does choose to treat the contract as at an end for late delivery under section 3(8) or 3(9), the Customer can cancel the order for any of the goods or reject goods that have been delivered. If the Customer wishes, the Customer can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that Bosch will refund any sums the Customer has paid to Bosch for the cancelled goods and their delivery. If the goods have been delivered to the Customer, the Customer must either post them back to Bosch or (if they are not suitable for posting) allow Bosch to collect them from the Customer.

Bosch will pay the costs of postage or collection. Please call the Smart Home Customer Service team (see contact details in section 1(2) of these General Terms and Conditions) for a return label or to arrange collection.

## § 4 - Right to cancel

1. If the Customer is a Consumer, they shall have the right to cancel their order. The requirements for and legal consequences of cancelling an order shall be derived from the notification below on right to cancel.

### **=== Notification on right to cancel ===**

*Right to cancel:*

*You have the right to cancel this contract within fourteen days without stating a reason.*

*The cancellation deadline shall be fourteen days from the day that you, or a third party designated by you that is not the carrier either:*

- a. *take(s) possession of the goods in the case of a contract of sale; or*
- b. *take(s) possession of the final goods in the case of a contract regarding multiple items that you have ordered as part of a single order and that are to be delivered separately; or*
- c. *take(s) possession of the final partial delivery or the final unit in the case of a contract regarding the delivery of a single item in multiple partial deliveries or units.*

*In order to exercise your right to cancel, you must inform us:*

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

*E-Mail: [service@bosch-smarhome.com](mailto:service@bosch-smarhome.com)*

*Phone: 00800 843 762 78  
(Monday to Friday from 7 a.m. to 8 p.m. (CET) and Saturday from 8 a.m. to 6 p.m. (CET))*

*of your decision to cancel this contract by means of a clear declaration (e.g. a letter sent by post or e-mail). You may use the sample cancellation form provided for this purpose, although this is not mandatory. You can also provide a clear electronic declaration online by, e.g. using the goods return option on our website, [www.bosch-smarhome.com/uk/](http://www.bosch-smarhome.com/uk/). If you use this option, we will immediately send you a confirmation (by e-mail) that we have received your cancellation. If you return the goods to us without a clear declaration, we will assume that you wish to cancel the relevant contract.*

*The cancellation shall be considered to be within the cancellation deadline provided the declaration stating that you wish to exercise your right to cancel is sent before the cancellation deadline has expired.*

### **Consequences of cancellation**

*If you cancel this contract, we shall be obliged to reimburse all payments that we have received from you, including delivery costs (with the exception of additional costs as a result of you selecting a delivery type other than the least expensive standard delivery option that we offer), without delay and within 14 days at the latest from the day on which we receive the declaration stating that you wish to exercise your right to cancel. To reimburse these payments, we will use the same payment method that you used for the original transaction, unless another method has been expressly agreed with you; under no circumstances will you be charged any fee for this reimbursement. We may refuse to reimburse payments until we have received the returned goods or until you have provided proof that you have sent the goods back to us, whichever arrives first. You must return or hand over the goods without delay, at the latest within 14 days from the day you inform us of the cancellation of the contract, to:*

*Bosch Thermotechnik GmbH  
Ersatzteillogistik – Smart Home  
Justus-Kilian-Strasse 1  
35457 Lollar  
Germany*

*The return shall be considered to be within the return deadline as long as the goods are sent before the 14-day deadline expires.*

*We shall bear the costs for returning the goods if you send the goods to:*

*Bosch Thermotechnik GmbH  
Ersatzteillogistik – Smart Home  
Justus-Kilian-Straße 1  
35457 Lollar  
Germany*

*by using the parcel service provider specified by us in the prescribed returns process described on our website.*

*Otherwise, you will bear the immediate costs for returning the goods.*

*You shall compensate for the loss in value of the goods, if any, if this loss in value can be attributed to handling of the goods by you that is not necessary to test their quality, properties and functionality.*

**==== End of the notification on right to cancel ====**

2. The Customer may contact Bosch before returning the goods in order to coordinate the return of the goods; this shall not restrict the right to cancel by returning the goods. In such cases, Bosch shall create a returns form. The Customer shall include this form when returning the goods, which will accelerate the rescission of the order and payment, even beyond the deadlines specified above. In the event that a reversal of the payment transaction by credit card fails, the Customer shall bear any fees charged by the credit card company.

## § 5 - Prices and payment

1. The price of the product (which includes VAT) will be the price indicated on the order pages when the Customer places an order. Bosch uses its best efforts to ensure that the price of product advised to the Customer is correct. However please see section 5(3) for what happens if Bosch discovers an error in the price of the product the Customer orders.
2. If the rate of VAT changes between the Customer's order date and the date Bosch supplies the product, Bosch will adjust the rate of VAT that the Customer pays, unless the Customer has already paid for the product in full before the change in the rate of VAT takes effect.
3. It is always possible that, despite Bosch's best efforts, some of the products Bosch sells may be incorrectly priced. Bosch will normally check prices before accepting a Customer's order so that, where the product's correct price at the Customer's order date is less than Bosch's stated price at the Customer's order date, Bosch will charge the lower amount. If the product's correct price at the Customer's order date is higher than the price stated, Bosch will contact the Customer for the Customer's instructions before Bosch accepts the Customer's order. If Bosch accept and process the Customer's order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Customer as a mispricing, Bosch may end the contract, refund to the Customer any sums the Customer has paid and require the return of any goods provided to the Customer.
4. Bosch accepts payment via major payment methods, including [Visa, MasterCard, Maestro, American Express and Diners Club]. The Customer must pay for the products before Bosch dispatches them. Bosch will not charge a Customer's credit card or debit card until the products are dispatched to the Customer.
5. Transactions will be carried out via Bosch's payment service provider, Adyen. The amount due will be debited to the specified account or credit card directly by Adyen. The payment process normally takes fewer than three days, but can take somewhat longer in a few cases.
6. For payments via credit card, the invoice amount will be charged to the Customer's credit card when the order is sent by the Customer. The goods will be dispatched once it has been determined and verified that payment has been received by the Adyen accounting system for electronic payment methods. The Customer shall ensure that the specified account has sufficient funds to cover the payment. The Customer shall, if necessary, bear any costs arising from a reversal of the payment transaction due to

insufficient funds in the account or due to incorrect bank account details supplied by the Customer.

## § 6 - Transfer of risk

1. Insofar as the Customer is a Consumer, the risk of any accidental loss or deterioration of the purchased goods shall be transferred to the Customer when the goods are handed over to the Customer. Insofar as the Customer is an Entrepreneur, the risk of any accidental loss or accidental deterioration of the purchased goods shall be transferred to the Customer when the goods are handed over to the logistics partner commissioned by Bosch.
2. The goods are considered to have been handed over even if the Customer delays the acceptance process.

## § 7 - Liability for defects

**Subsections (1) and (2) only apply if the Customer is a Consumer.**

1. Bosch is under a legal duty to supply goods that are in conformity with this contract. See the box below for a summary of a Consumers key legal rights in relation to goods. Nothing in these terms will affect a Consumers legal rights.

**==== Summary of your key consumer legal rights ====**

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

*The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:*

- *up to 30 days: if your item is faulty, then you can get a refund;*
  - *up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases; and*
  - *up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.*
2. If a Customer wishes to exercise its legal rights to reject goods the Customer must post the goods back to Bosch or (if the goods are not suitable for posting) allow Bosch to collect them from the Customer. Bosch will pay the costs of postage or collection. Please contact the Smart Home Customer Service team (see contact details in section 1(2) of these General Terms and Conditions) for a return label or to arrange collection.

**Subsections (3) to (7) (inclusive) only apply if the Customer is an Entrepreneur.**

3. Bosch warrants that on delivery and for a period of 12 months from the date of delivery (the “warranty period”), the goods shall:
  - a. conform in all material respects with their description;
  - b. be free from material defects in material and workmanship; and
  - c. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

For the avoidance of doubt, Bosch specifically excludes any implied or express warranty representation or condition of the goods’ fitness for a particular purpose.

4. Subject to section 7(5) and 7(6), if:
  - a. the Customer gives notice in writing (in such manner as Bosch instructs) to Bosch during the warranty period that some or all of the goods do not comply with the warranty set out in section 7(3); and
  - b. Bosch is given a reasonable opportunity of examining such goods; and
  - c. the Customer (if asked to do so by Bosch) returns such goods (in such manner as Bosch instructs) to Bosch’s place of business at the Customer’s cost,

Bosch shall, at its option, repair or replace the defective goods, or refund the price of the defective goods in full or in part, and, in any event, Bosch’s liability shall not exceed the amount paid by the Customer for the goods.

5. Bosch shall not be liable for the goods’ failure to comply with the warranty set out in section 7(3) if:
  - a. the Customer or any other party makes any further use of such goods after giving notice in accordance with section 7(4); or
  - b. the defect arises because the Customer or any other party failed to follow Bosch's oral or written instructions as to the storage, use and maintenance of the goods or (if there are none) good trade practice; or
  - c. the Customer or any other party alters or repairs such goods without the written consent of Bosch; or
  - d. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or is an error that Bosch is unable to reproduce having carried out further tests.
6. Except as provided in this section 7, Bosch shall have no liability to the Customer in respect of a goods’ failure to comply with the warranty set out in section 7(3).



7. These General Terms and Conditions shall apply to any repaired or replacement goods supplied by Bosch; save that any such repaired or replacement goods shall only be warranted for the residual unexpired warranty period, if any.

## § 8 - Limitation of liability

### **Subsections (1) to (3) (inclusive) only apply if the Customer is a Consumer.**

If Bosch fails to comply with these terms, Bosch is responsible for loss or damage that a Consumer suffers that is a foreseeable result of Bosch breaking this 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 Consumer knew it might happen, for example, if the Consumer discussed it with Bosch during the sales process.

- 1) Bosch does not exclude or limit in any way its liability to a Consumer where it would be unlawful to do so. This includes any liability for death or personal injury caused by Bosch's negligence or the negligence of Bosch's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of a Consumer's legal rights in relation to the goods as summarised at section 8(1); and for defective products under the Consumer Protection Act 1987.
- 2) Bosch is not liable for business losses. If the Customer is an Entrepreneur, the provisions in subsections (4) to (9) (inclusive) apply.

### **Subsections (4) to (9) (inclusive) only apply if the Customer is an Entrepreneur.**

- 3) Nothing in these terms limits or excludes Bosch's liability for:
  - a) death or personal injury caused by our negligence;
  - b) fraud or fraudulent misrepresentation;
  - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - d) defective products under the Consumer Protection Act 1987; or v. any matter in respect of which it would be unlawful for Bosch to exclude or restrict liability.
- 4) Subject to section 8(4), Bosch will under no circumstances whatever be liable for any:
  - a) loss of profits (whether direct or indirect) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms;
  - b) indirect or consequential loss whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms; or
  - c) ex gratia or other compensatory payments made to a third party by the Customer or the Customer's behalf, arising under or in connection with these terms.

- 5) Subject to section 8(4) and 8(5), Bosch's total liability to the Entrepreneur in respect of all other losses (including indemnified losses) arising under or in connection with these terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price paid for the goods.
- 6) Except as expressly stated in these terms, Bosch does not give any representation, warranties or undertakings in relation to the goods. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, Bosch will not be responsible for ensuring that the goods are suitable for the Customer's purposes.

## § 9 - Storage of data, data protection

- 1) Bosch shall record, process and store all personal data provided by the Customer exclusively in accordance with the provisions of applicable data protection laws.
- 2) Processing a contract concluded with a Customer requires the use of personal data of that Customer. This data shall be passed on to third parties only if those third parties are involved in processing the contract and only for the purposes of processing the contract. This data shall be deleted as soon as it is no longer necessary for billing purposes.
- 3) Any use of personal data beyond that outlined above shall require the express consent of the Customer. The details of the data that is recorded and the specific use of that data shall be derived from the Data Privacy Statement.
- 4) The Customer may enable Bosch, and particularly customer hotline staff, to gain access to their system and the customer data available within their system, i.e. order and delivery details and technical system data of the heating control system. The Customer can give their consent to this via the customer hotline or the online shop. If access is necessary for handling support incidents, the customer hotline employee shall inform the Customer of this in advance. The Customer shall in all cases have the option to allow or refuse access prior to access taking place, and shall be able to permanently revoke assigned access at any time.
- 5) The Customer shall have the right to obtain information regarding the personal data that relates to them which we have stored. The Customer shall have the right to revoke their consent to the storage of their data with future effect by contacting Bosch using the contact information for the Supplier provided under Supplier Information.

## § 10 - Final provisions

- 1) If one or more of the provisions of these Terms and Conditions and any further agreements affected is or becomes invalid, this shall not affect the validity of the remaining provisions hereof. The contracting parties shall then endeavour to replace the invalid provision with a provision with an economic effect that is as close as possible to that of the invalid provision.
- 2) If the Customer is a Consumer, these terms are governed by English law and the Customer can bring legal proceedings in respect of the goods in the English courts. If the Customer lives in

Scotland the Customer can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If the Customer lives in Northern Ireland the Customer can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 3) If the Customer is an Entrepreneur, the contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Bosch and the Customer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

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

## 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

**E-Mail:** [service@bosch-smarthome.com](mailto:service@bosch-smarthome.com)

- 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:

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(\*) Delete as applicable.