

## COMMERCIAL GUARANTEE TERMS FOR BOSCH SMART HOME

### 1. GENERAL AND CONTACT

- 1.1. **What these terms cover and who we are.** Robert Bosch Smart Home GmbH, Schockenriedstraße 17, 70565 Stuttgart, registered in Stuttgart/Germany under company number HRB 754585 (“Bosch Smart Home“, “we“ or “us“) grants to consumers a product guarantee for BOSCH branded Bosch Smart Home products (“Smart Home Product” or “Product“) in accordance with the following terms and conditions. Smart Home Products under the brand of a different manufacturer (e.g. Ledvance) or with a dual brand (e.g. Yale/Bosch) as well as software products that are separately purchased or downloaded, are not covered by the guarantee.
- 1.2. **How to contact us.** You can contact us at the following email address: [service@bosch-smarthome.com](mailto:service@bosch-smarthome.com). Please find further points of contact on the websites for your respective country at [www.bosch-smarthome.com](http://www.bosch-smarthome.com).

### 2. COMMENCEMENT, SCOPE AND DURATION OF THE GUARANTEE

- 2.1 **The defects covered by the guarantee.** We guarantee that the Smart Home Product bought by the consumer is free from faults or defects in material, manufacture and/or construction, subject to the state of the generally accepted technical rules at the time of manufacturing.
- 2.2 **Commencement and duration of the guarantee.** This commercial guarantee shall cover the Product for a duration of 2 years from the date of purchase by the first buyer as shown on the original invoice.

The duration of the commercial guarantee will not be extended or renewed following a repair or replacement under this guarantee. The guarantee for replacement parts shall cease upon expiry of the guarantee for the Product.

- 2.3 **Scope of the guarantee.** This commercial guarantee shall only cover Smart Home Products that have been bought and are operated on or after 01 January 2022 in one of the following countries: Germany, Austria, France, Great Britain, Italy, Netherlands, Luxembourg.

Is your country not listed? We are constantly expanding our services. Therefore, please check under [www.bosch-smarthome.com](http://www.bosch-smarthome.com). Whether a guarantee is offered in your country will be shown on the respective country webpage.

This is a commercial guarantee and these terms do not apply in the event of rights against Bosch Smart Home resulting from the consumer’s legal guarantee (e.g. if the consumer is located in Spain or Portugal).

- 2.4 **No assignment.** The assignment of rights resulting from this guarantee to third parties is excluded.

### 3. NO RESTRICTION OF STATUTORY RIGHTS

Besides your rights resulting from this voluntary manufacturer’s guarantee, you have statutory rights in the event of defects. To exercise these statutory rights is free of charge and those rights are not restricted by this guarantee. Any further statutory or contractual rights (in particular warranty rights) that you may have against the seller of the Product, as well as any further claims against us (e.g. in the event of a product liability case, a legal guarantee (depending on your country) or if you bought the Product directly from us) shall remain unaffected.

### 4. EXCLUSIONS

- 4.1 **Exclusions from the guarantee.** Excluded from this commercial guarantee are:

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- a. Consumables (e.g. adapters) and separately purchased spare parts;
- b. Demonstration devices or second-hand products;
- c. Fragile parts (e.g. glass, luminescence)
- d. Items associated with fair wear and tear (e.g. batteries) as well as defects resulting from fair wear and tear;
- e. Defects caused by the failure to install software updates<sup>1</sup>;
- f. Damage caused by non-compliance with user- or installation instructions, by faulty assembly or installation, misuse, abnormal environmental conditions, inappropriate operating conditions or lack of maintenance or care;
- g. Damages on Smart Home Products caused by excessive or commercial use, or any other use exceeding ordinary domestic use<sup>2</sup>;
- h. Damage caused by faulty storage, transport or external force (impact, shock, drop) unless we are at fault;
- i. Damage caused by the use of accessories, supplements or replacement parts that are neither BOSCH original parts nor specified by us;
- j. Smart Home Products that have been modified (modifications, additions, full or part product disassembly) or if the model-/series number has been tampered with;
- k. Damage caused by force majeure or natural disasters, in particular but not limited to flood, lightning, fire, storm, excessive heat, frost, ice or fluctuations in power supply;
- l. Damages caused by repairs not authorised by ourselves;
- m. Damage resulting from chemical or electrochemical reactions due to humidity or water or if the Product comes into contact with any other harmful substances (e.g. chemicals, cleaning agents);
- n. Minor deviations of the Product from the agreed conditions not relevant for its functional use.

## 5. HOW TO SUBMIT A GUARANTEE CLAIM, OTHER RIGHTS

- 5.1 **Form required and deadline of the claim.** Guarantee claims must be submitted prior to expiry of the guarantee period and within 14 days of the consumer becoming aware of the damage (see section 1.2 for means of contact). Please provide the original invoice to prove the date of purchase (prices should please be redacted).

Guarantee claims made after expiry of the guarantee period are excluded and will not be acknowledged.

**Note:** Please do not return the defective Product unless we ask you to do so. Please note that we will neither bear the cost nor the risk of the transport for Products returned without request.

- 5.2 **How we rectify the guarantee claim.** We will, at our sole discretion, either repair the defective Product free of charge, or provide an equivalent replacement (possibly a subsequent model). Replaced parts shall become our property.

**Repair.** If we offer to repair the Product, our customer service will, in most cases, repair the defect via remote diagnosis and remote service or by delivery of a replacement part. It is normally not necessary to return the defective Product.

**Replacement.** If a replacement is offered, we will request the defective Product to be returned to us within 14 days of receipt of the replacement item (the "Return Period"). For the return, the prepaid postage label we provide via email shall be used; the defective Product must be returned in packaging

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<sup>1</sup> Bosch Smart Home provides regular software updates. In order to keep the Products in good and proper working order, such updates must be performed by the consumer. Please note that we can only provide support for the respective latest software version.

<sup>2</sup> The Bosch Smart Home system is able to link smart devices limited to a privately used single-family house or flat.

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equal or similar to the original packing and be safe for transport. Ideally, the packaging of the replacement item shall be reused.

In the event the consumer fails to return the defective Product within the Return Period, the guarantee claim will be forfeited and an invoice for the replacement item will be issued. In such event, a purchase contract for the replacement item will be deemed concluded under acceptance of our General terms and conditions of the Bosch Smart Home Onlineshop (to be found at <https://www.bosch-smarthome.com> under "Legal" in the respective country version), and the consumer has a statutory right to withdraw from the contract within 14 days from receipt of the invoice.

**No refund of third-party costs.** We do not refund any repair costs of third party service providers unless the service by the third party was authorised by us in advance in writing. Claims for consequential damage or product liability shall only apply to the extent mandatory under applicable law.

### 6. DATA PROTECTION

We collect and process personal data provided by you in connection with this commercial guarantee on the basis of our Privacy Statement that can be found at [www.bosch-smarthome.com](http://www.bosch-smarthome.com).

### 7. Governing Law

This commercial guarantee shall be governed by German law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall not, however, deprive the consumer of the protection afforded to them by the provisions that cannot be derogated from by agreement by virtue of the law of the country in which the consumer has their habitual residence (favourability principle).