

# Warranty conditions for Video products

**Bosch Building Technologies** 

North America

Bosch Security Systems (d/b/a Bosch Building Technologies) ("Bosch Building Technologies") provides a product warranty. The product warranty covers the material and workmanship of the products. Warranty terms and conditions are laid down in section A and B below.

### A: PRODUCT WARRANTY CONDITIONS FOR VIDEO PRODUCTS

Bosch Building Technologies provides a warranty to the final customer (consumer) under the conditions stated herein for a period of up to five years from the date of delivery (invoice date) that the products are free from defects in material and workmanship. For moving parts (for example belt, slip ring, motor) the warranty is three years. As of November 2021, Bosch increased its standard warranty period for all of our fixed optical cameras and for the fixed parts of our moving cameras from three to five years. The warranty extension to five years is not applicable for products purchased before this date. Thermal cameras, accessories and recording devices have a warranty period of three years.

## **B: WARRANTY CONDITIONS**

#### 1. GENERAL

**1.1** Bosch Building Technologies Video System products are sold in North America through a network of authorized distributors, dealers, resellers and other authorized sources selected by Bosch Security Systems. If the product is purchased from an unauthorized distributor, including retailers, online sellers, or mail order sellers, it will void the manufacturer's warranty. To verify whether the distributor is an authorized distributor of Bosch Security Systems' products, please contact Bosch Security Systems Customer Service at (800) 289-0096

**1.2** Warranty is granted only to the final customer. Warranty does not apply to distributors, and installation companies or second-hand purchasers of the products. The warranty is transferable to second customers as long as the products stay in the same installation (e.g. building or campus). Final customers are all parties who have purchased products for their own needs (not for the purpose of resale) or who have purchased a building or facility in which the products were first installed. The products must be installed in the video system installation in which it was first operated.

**1.3** This warranty shall exist independently of legal warranty claims against the vendor of the products irrespective of non-contractual claims. This warranty is an independent, voluntary and complementary service provided by Bosch Building Technologies to the final customer. It does not affect the quality agreements between vendor and purchaser.

**1.4** This product warranty shall apply within the North America region (Canada and United States) or within a third country in which the product was first placed on the market by Bosch Building Technologies. Claims arising from or in connection with this warranty must be filed in writing within the applicable warranty period. Any extension of the warranty period must be purchased as a separate service.

#### 2. DISCLAIMERS / LIABILITY LIMITATIONS

**2.1** This warranty is valid for normal and correct use and installation, and only under normal operating conditions. The warranty does not cover conditions where the performance of the product has been affected by actions or events outside the sphere of influence of Bosch Building Technologies, in particular:

- modifications/damage as a consequence of force majeure (storms, hail, fire, power outage, lightning, flooding, snow damage, avalanches, frost, earthquakes, tornadoes, volcanic eruptions, landslides, plagues of insects and other detrimental effects by animals, acts of war, etc.) or damage caused by third parties due to vandalism and theft,
- unprofessional installation, commissioning, operation or improper removal and/or re-installation of products (e.g. not in compliance with current installation manual<sup>1</sup>),
- use on mobile units such as vehicles, trains and ships unless this explicitly allowed and approved by the product installation manual or Bosch Building Technologies,
- impairment through external influences (e.g. dirt, smoke, salt, chemicals and other impurities),
- interconnection with modules made by other manufacturers unless explicitly permitted and approved in the product installation manual,
- defects of the system into which the product is integrated,
- insufficient ventilation. In particular, the maximum temperatures according to the operating manual may under no circumstances be exceeded,
- aging of plastic materials, including bubbles, due to UV radiation,
- visible and non-visible effects of aggressive corrosion environments exceeding the specification,
- lens wear and tear beyond normal operating conditions,
- PTRZ: extensive usage beyond normal installation positioning (or re-installation positioning),
- image sensor: failing pixels over time due to dust ingress, cosmic radiation, heat or normal aging.

1 Current installation manual available at www.boschsecurity.com



**2.2** Furthermore, warranty claims will only be accepted if the products have been used according to their intended purpose and do not exhibit any signs of excessive wear and tear or external damage not reconcilable with normal use. Conditions that may lead to excessive wear and tear can be caused for example by continuous guard tours for several hours per day or in settings outside the recommend use as specified in the AUTODOME Operation Guidelines.

The serial number and/or type label must not be damaged. All installation and operating instructions must have been closely followed. Adherence to the safety and warning notes contained therein and the permissible installation and operating conditions specified on the data sheet is a prerequisite for the acceptance of warranty claims.

**2.3** Claims under this warranty may not be transferred to a third party.

**2.4** THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

#### **3. EXCLUSIVE REMEDY**

**3.1** In case of a breach of warranty, Bosch Building Technologies shall, at its sole discretion either replace the module with a functional module of the same type, or remedy the defects, or refund the price of the product.

Should the type of product no longer be produced at the time of the warranty claim, Bosch Building Technologies shall be permitted to supply another type of product (different size, shape, color and/or technical data).

**3.2** EXCEPT AS PROHIBITED BY LAW, THE REMEDIES SET FORTH HERIN REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BOSCH BUILDING TECHNOLOGIES' BREACH OF WARRANTY.

**3.3.** For products newly supplied or repaired, only the remaining time of the original warranty period shall apply.

# 4. IMPLEMENTATION/ENFORCEMENT OF THE GUARANTEE

**4.1** All warranty claims must be submitted in writing to a certified partner or distributor. The Bosch Service Desk can provide you with a list of certified partners and distributors in your area.

**4.2** The prerequisite for the acceptance of warranty claims is submission of the original bill of sale with the correct serial number listed to Bosch Building Technologies or a registration of the product at Bosch Building Technologies prior to the warranty claim.

**4.3** Claims arising out of or in connection with this warranty must be asserted within three months of knowledge of the event giving rise to the claim. No consideration will be given to late claims. The determining factor for compliance with the warranty time limit is timely receipt of notification.

**4.4** All legal disputes arising from this warranty shall be governed and construed in accordance with the laws of the State of Michigan and jurisdiction is in Oakland County, Michigan, USA. The UN Sales Convention (CISG) and conflict of law rules do not apply.

**4.5** The customer shall only be entitled to return products with the prior written consent of Bosch Building Technologies.