



## Warranty conditions for **DYNACORD** products Valid for North-America (Version V1.0, March 13th 2019)

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

### **A: Product warranty**

Bosch Building Technologies (in the following "warranty provider") provides a warranty to the final customer (consumer) under the conditions stated herein that the products are free of defects in material and workmanship. The warranty period for DYNACORD products is as follows and from the invoice date:

- ▶ Five years for IPX and TGX Multi-channel amplifiers
- ▶ Three years for other electronic products
- ▶ One year for accessories & hardware

The product warranty applies exclusively to DYNACORD products of Bosch Building Technologies.

### **B: Warranty conditions**

#### **1. General**

1.1 DYNACORD products from Bosch Building Technologies are sold in the United States and Canada through a network of authorized distributors, dealers, resellers and other authorized sources selected by Bosch Building Technologies. 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 or seller is an authorized distributor of Bosch Building Technologies, please contact Bosch Building Technologies 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. In the case of the product being installed, the warranty is transferrable 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 in which the products were first installed. The products must be installed in the 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 United States and Canada. Claims arising from or in connection with this warranty must be filed in writing within the applicable warranty period.

### **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 assumes that the performance of the product has not been reduced by actions or events outside the sphere of influence of Bosch Building Technologies, including without limitation:

- ▶ 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 reinstallation of products (e.g. not in compliance

with current installation manual<sup>1</sup>),

- ▶ impairment through external influences (e.g. dirt, smoke, salt, chemicals and other impurities),
- ▶ interconnection with modules made by other manufacturers unless explicitly permitted 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.

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.

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 ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.**

### **3. Exclusive Remedy**

3.1 Customer's sole and exclusive remedy under this warranty shall be in Bosch Security and Safety Systems' sole discretion either, (1) the replacement of the product or module with a functional product or module of the same type, or (2) repair of the defect, or (3) 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 THE REMEDIES SET FORTH HEREIN 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 on the bill 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 complaints. 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 by the laws of the State Michigan. The UN Sales Convention (CISG) and conflict of law rules do not apply. The sole and exclusive jurisdiction and venue for any arbitration or litigation arising out of this Agreement shall be an appropriate federal or state court in Oakland County, State of Michigan and the parties irrevocably consent to the jurisdiction of such courts.

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

These warranties shall be applicable to products delivered between July 1, 2018 and the day new warranties become effective.

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<sup>1</sup> Current installation manual available at [www.dynacord.com](http://www.dynacord.com)