

## Warranty conditions for **DYNACORD** products Valid for Europe, the Middle East and Africa (Version V1.0, from March 13th 2019)

Bosch Security and Safety Systems 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 B.

### **A: Product warranty**

Bosch Security and Safety Systems (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 is:

- ▶ Five years for IPX and TGX Multi-channel amplifiers
- ▶ Three years for powered and CMS mixers
- ▶ Three years for powered loudspeakers
- ▶ Five years for non-powered loudspeakers
- ▶ One year for loudspeaker accessories and hardware
- ▶ Three years for all other products

The product warranty applies exclusively to DYNACORD products of Bosch Security and Safety Systems.

### **B: Warranty conditions**

#### **1. General**

1.1 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 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.

1.2 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 Security and Safety

Systems to the final customer. It does not affect the quality agreements between vendor and purchaser.

1.3 This product warranty shall apply within the European Union or within a third country in which the product was first placed on the market by Bosch Security and Safety Systems. Claims arising from or in connection with this warranty must be filed in writing within the applicable warranty period. An 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 assumes that the performance of the product has not been reduced by actions or events outside the sphere of influence of Bosch Security and Safety Systems, 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 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 allowed 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

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

### **3. Specific performance**

3.1 In case of a warranty claim, Bosch Security and Safety Systems shall, at its own discretion, replace the module with a functional module of the same type, 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 Security and Safety Systems shall be permitted to supply another type of product (different size, shape, color and/or technical data).

3.2 No other claims shall be derived from this guarantee.

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 Security and Safety Systems or a registration of the product at Bosch Security and Safety Systems prior to the warranty claim.

4.4 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.

4.5 All legal disputes arising from this warranty shall be governed by the law of the Federal Republic of Germany. The UN Sales Convention (CISG) and conflict of law rules do not apply.

4.6 The customer shall only be entitled to return products with the prior written consent of Bosch Security and Safety Systems.

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