BOSCH

Warranty conditions for Bosch Public Address and Voice Alarm and Conference products

Keenfinity Group
United States of America

Keenfinity Group

Keenfinity Group provides a product warranty. The product warranty covers the material and workmanship of the products. Warranty terms and conditions are laid down in section B.

A: PRODUCT WARRANTY

Keenfinity Group (in the following “warranty provider”) provides a warranty to the final customer (consumer) under the conditions stated herein for a period of three years from the date of handover (Invoice date) that the products are free of defects in material and workmanship except for battery packs, headphones and ID cards, screen protectors, ear pads for headphones and transport bags.

- For battery packs, headphones and ID cards, batteries the warranty is one year only.
- For screen protectors, ear pads for headphones and transport bags no warranty is provided.
- For LCD panels up to 6 bright dots and 6 dark dots per panel are considered acceptable minor defects.

The product warranty applies to Bosch Public Address and Voice Alarm and Conference products.

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 par ties 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 communication system installation in which it was first operated except if the products are designed to be used in different locations (e.g. wireless conference systems).

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 Keenfinity Group 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 Keenfinity Group. 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 Keenfinity Group, 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[1]),
- use on mobile units such as vehicles, trains and ships unless this explicitly allowed and approved by the product installation manual or Keenfinity Group,
- 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.

1 Current installation manual available at keenfinity-group.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.

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 AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

3. SPECIFIC PERFORMANCE

3.1 In case of a warranty claim, Keenfinity Group 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, Keenfinity Group 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 HEREIN REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BOSCH SECURITY SYSTEM 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 Keenfinity Group 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 Keenfinity Group or a registration of the product at Keenfinity Group 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 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 Keenfinity Group.

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

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