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# Warranty conditions for Video products

### Europe, the Middle East and Africa

Bosch Building Technologies provides a product warranty. The product warranty only applies to Bosch Security Video System products and covers the material and workmanship of the products. Warranty terms and conditions are expressed in section B.

## A: PRODUCT WARRANTY

Bosch Building Technologies (in the following "warranty provider") provides a warranty to the final customer (end user) under the conditions stated herein that its products are free of defects in material and workmanship. The warranty period is:

• Five years for cameras and accessories (housings, brackets, lenses, and power supplies) delivered after Nov. 1st, 2021, except for thermal cameras and moving parts of AUTODOME and MIC cameras (for example belt, slip ring, motor) from the date of handover (invoice date). For thermal cameras incl. MIC 9000, moving parts of AUTODOME and MIC cameras, warranty is three years.

- Three years for all other products including cameras delivered before Nov. 1st, 2021, except DSA E-Series, DIVAR IP and MHW-W Workstation.
- Bosch Building Technologies does not provide any product warranty for DSA E-Series, DIVAR IP and MHW-W Workstation. Instead of a product warranty, these products always include an entitlement for a Service Level Agreement (SLA) with a service partner. Details are in section C.

## **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 transferable to secondhand 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 video system 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 Building Technologies to the final customer. It does not affect the quality agreements between vendor and purchaser.

**1.3** This product warranty shall apply within the EMEA region (Europe, Middle East and Africa) 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. 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 Building Technologies, in particular:

- modifications/damage as a consequence of force majeure (storms, hail, fire, power outage, lig htning, flooding, snow damage, avalanches, frost, earthquakes, tornadoes, volcanic eruptions, landslides, plague s 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 manual1),

- 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 allowed and approved in the product installation manual,
- defects of the system into which the pro duct 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.

**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.



#### **3. SPECIFIC PERFORMANCE**

**3.1** In case of a warranty claim, Bosch Building Technologies 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 a t 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** 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 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 law of the Federal Republic of Germany. 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.

## **C: TERMS & CONDITIONS** Service Level Agreements DSA, DIP and MHW-W & MHW-S Product Families

The DSA E-Series as well as the DIVAR IP and the MHW-W Workstation products as part of the Bosch BT product offering are sold with a Service Level Agreement (SLA) which covers the Service & Support topics for these systems available from Bosch BT Service Partners. This SLA solely relates to hardware issues and includes replacement parts shipment or parts replacement including an onsite field engineer depending on the specific SLA sold with a system (for the specific type of SLA see datasheet of the respective product).

The MHW-S Servers do come with a 3 years standard warranty coverage according to the IT Partner Standard Warranty Terms & Conditions (<u>www.hpe.com/support/</u> <u>ProLiantServers-Warranties</u>) and not with a Service Level Agreement.

Bosch BT will always interact as the first point of contact for the customer, but hardware Service & Support under the SLA is then covered by the respective Bosch BT Service Partner.

In case of hardware related issues Bosch BT Service & Support will create the ticket in the Bosch BT Service Partner system and will act as the communication interface during the whole trouble shooting and resolution process.

The Service Level Agreement is tied to the system Serial Number (S/N) and entitles the registered owner of the system to Service & Support according to the specific SLA as defined by the Bosch BT Service Partner.

All DSA E-Series, DIVAR IP or MHW-W systems shipped out of a Bosch warehouse come with at least 36- or 60-months SLA coverage, respectively (for the specific period of the SLA see datasheet of the specific product). The SLA start date is the invoice date from Bosch BT to its direct customers. This means, the SLA will not start with shipment from a Bosch customer to an endcustomer or with installation of a system.

With the expiry of the SLA period the Service & Support obligation of the Bosch BT Service partner ends. An optional extension of the Service Entitlement may be available for specific products. The Service Level as specified by the SLA becomes only effective once a system is registered to the correct owner and installation site. Specified Service Levels can only be achieved, if such registration is fully completed before a system failure occurs. The response time specified in the SLA cannot be provided for systems that are not registered. Without registration the Service Level provided will be Best Effort only.

The Service Level Agreement covers any functional hardware failure of system components with either failed component(s) or complete system replacement. It does not cover any physical damages of the system, etc. transportation failures, missing parts, damaged connectors, or damaged chassis. The SLA does not include or guarantee data retainment of an already operational system.

Due to the nature of a Service Level Agreement, it is mandatory for a customer to provide clear evidence of an observed failure such as logfiles, screenshots, detailed failure description etc. to be entitled to the promised Service Level. The Service Level obligation of the Bosch BT Service partner only starts once the failed component or root cause is identified.

In case of a failure within the first month of a new unit being shipped to a customer, it is considered to be a DOA (Dead on Arrival) unit if the following conditions apply:

- The new unit is showing a serious error or is not even booting up when initially installed
- The system error is not resolvable by easy measures like resetting loose components due to transportation problems
- The system error cannot be resolved by resetting the system to factory defaults
- Software recovery error cannot be resolved with external recovery media.
- The system error is not being caused by obvious physical damage such as transportation, inappropriate handling / installation

If a unit is a confirmed DOA, the Bosch BT Service Partner will immediately process a new unit and replace the DOA unit FoC from Parts Depot. The turn-around time of processing the DOA is less or comparable to the processing time of a newly ordered unit.



Any replaced components or systems must be returned in the appropriate package using the provided return labels. Any parts returned physically damaged will be charged ("Void Warranty Policy"). Any parts not returned at all after replacement will be charged ("Non-returned Parts Policy").

The promised Service Levels are available in the countries as described in the country availability list per product family. In other countries, different service levels might apply. Some countries might not be serviceable at all by the Bosch BT Service Partner due to political restraints (embargo countries). The Bosch BT Service Partner will dynamically modify/ extend the country availability list depending on Bosch BT registration data and installed base volumes.

Very remote locations (e.g., remote islands, deserts, mountain regions) might experience longer repair times in case no infrastructure is available for service technicians to come onsite event the country itself might be listed. Service locations determined as remote or isolated outside of onsite field engineer coverage will then be BEST EFFORT only and to be defined once the required replacement part has been delivered to the location.

Some locations with restricted access (secure installation sites), which would require cleared Service people, might not be serviced onsite. Any Software related issues are not covered by the SLA. They will be handled by Bosch BT Service & Support organizations directly (basic support). Software issues beyond basic support are covered if Bosch BT Service Maintenance Agreements ("SMA") was obtained. SMAs are sold separately.

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