

## Smart Home Guarantee Conditions

The following provisions, which describe the requirements and the extent of our guarantee for all Smart Home products in accordance with our Smart Home online shop, shall not affect the guarantee obligations of the seller under the purchase agreement with the end user or any statutory rights.

We shall provide a guarantee for Smart Home devices in accordance with the following provisions:

1. As per the following provisions (no. 2–6), we shall rectify – free of charge – any defects on the device that can be verified as being caused by a material and/or manufacturing fault if we are notified of any such defects immediately after they are discovered and within 24 months after purchase by the initial end user.

2. The guarantee shall not cover easily breakable parts such as glass, plastic or bulbs, nor shall it include batteries or third-party products (e.g. Philips Hue).

A guarantee obligation shall not apply in the case of slight deviations from the specified quality that do not affect the value and functionality of the device, or in the case of damage caused by the chemical or electrochemical effects of water, or by abnormal environmental conditions or unsuitable operating conditions in general, or if the device has otherwise come into contact with unsuitable materials. Equally, we shall not offer a guarantee if the defects on the device are caused by transport damage for which we are not responsible, or by improper installation and assembly, incorrect use, non-household use, a lack of maintenance or failure to follow operating or assembly instructions. Guarantee claims shall become void if repairs or other work are/is carried out by persons who are not authorised by us, or if our devices are fitted with replacement parts, additional parts or accessories that are not original parts and a defect is caused as a result.

3. The guarantee claim shall be executed by repairing defective parts or replacing these with parts that function correctly free of charge and at our discretion. Devices for which a guarantee claim is made under this guarantee should be reported to our hotline and, after consultation, sent to us. Alternatively, a guarantee claim can be asserted against the seller. In each case, the proof of purchase featuring the purchase date must be submitted. Any replaced parts shall pass into our ownership.

4. Where we refuse to rectify defects, or where this rectification work fails, a replacement of equal value shall, at the end user's request, be supplied within the guarantee period named above. The customer must return the defective device to Bosch within 14 days after receipt of the replacement device, whereby if they fail to comply with this deadline the replacement device shall be invoiced to them. In this case, the customer shall have a 14-day right to revocation in accordance with the General Terms and Conditions for the Online Shop that begins upon receipt of the invoice. The defective device must be returned in outer packaging that is the same as or similar to the original packaging, such that it is packaged securely for transport. Ideally, the packaging for the new device supplied as part of the rectification of defects shall be used for this.

5. Guarantee claims shall not result in an extension of the guarantee period or trigger the start of a new guarantee period. The guarantee period for installed replacement parts shall end with the guarantee period for the entire device.

6. Additional claims or other claims are excluded, particularly those for replacement due to damage caused outside of the device, provided there is no mandatory legal liability. These guarantee conditions shall apply to devices purchased in the United Kingdom, the Scottish Highlands and Islands, the Isle of Wight and the Isle of Man.

7. If the Customer is a Consumer, these terms are governed by English law and the Customer can bring legal proceedings in respect of the goods in the English courts. If the Customer lives in Scotland the Customer can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If the Customer lives in Northern Ireland the Customer can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

8. If the Customer is an Entrepreneur, the contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Bosch and the Customer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the contract or its subject matter or formation (including non-contractual disputes or claims).

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