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Warranty Conditions for Fire Products

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Warranty Conditions for Fire Detection Products Bosch Building Technologies

Bosch Sicherheitssysteme GmbH (hereinafter referred to as 'Bosch Building Technologies' and/ or 'warranty provider') provides a product warranty which covers the material and workmanship of Fire Detection Products manufactured by Bosch Building Technologies as well as fire detection 'trade goods' sold by Bosch Building Technologies. Bosch Building Technologies provides a warranty under the conditions stated under these Warranty Conditions.

1. GENERAL

1.1 The product warranty applies exclusively to Bosch Fire Products. The warranty extends only to products purchased from Bosch or its authorized resellers. The warranty period for Bosch manufactured products is five years. For non-Bosch manufactured products and video-based fire detection products the warranty is three years (as indicated in price list). For batteries the warranty is one year only. Software products are excluded from this product warranty. The warranty period starts from the date of invoice to our direct customer. The warranty is transferrable to 2nd tier customers (for clarification: potential further customers in the sales chain that are not direct customers of Bosch Building Technologies' direct contractual partners are not granted this product warranty) as long as the products remain in the same installation (e.g. building). The warranty does not apply if the products have been removed from the place of their initial installation. A proof of purchase is required for such warranty to apply. In the event a written proof of purchase cannot be supplied, the warranty period shall commence on the product's date of manufacture.

1.2 This warranty shall exist independently of legal warranty claims against the vendor of the products and irrespective of non-contractual claims. This warranty is an independent, voluntary and complementary service provided by Bosch Building Technologies. It does not affect the quality agreements between vendor and purchaser.

1.3 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 covers only damages of the products themselves, but no damages of persons or goods or properties, no consequential damages or losses. The warranty is only valid under the circumstances of 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, 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)
- 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 product is integrated,
- Insufficient ventilation. 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.

3. SPECIFIC PERFORMANCE

3.1 If a valid warranty claim is made, Bosch Building Technologies may, at its option, replace it with a functionally equivalent product, repair the defective product, or refund the purchase price. 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 No other claims shall be derived from this Warranty.

3.3 For replaced products, only the remaining term of the initial warranty period shall apply. The warranty period shall not commence newly with a replacement or repair.

4. IMPLEMENTATION/ENFORCEMENT OF THE WARRANTY

4.1 All warranty claims must be submitted in writing to Bosch. Contact details can be found at https://www.boschsecurity.com/en/support/after-sales-services/warranty/#rma/.

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.

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 The customer shall be responsible for the disposal of the defective products and shall bear all respective costs.

4.5 All disputes arising under or in connection with this Agreement or those that may evolve from the question of its validity shall be finally settled in accordance with the rules of arbitration of the International Chamber of Commerce (“ICC”) without recourse to the ordinary courts of law. The Court of Arbitration may also pass a binding decision on the validity of this arbitration agreement. The Court of Arbitration shall comprise one sole arbitrator to be nominated jointly by the Parties. German law shall apply, but excluding the conflict of law regulations. Provisions deriving from international agreements on the international sale of goods shall not be applicable. The arbitration proceedings shall be conducted in German. No discovery shall be conducted between the Parties.

The legal seat of the arbitration shall be Stuttgart. The hearing shall take place at Stuttgart. The Parties agree that hearings can also be conducted in a hybrid or exclusively virtual format.

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

These warranties governed by these Warranty Conditions shall be applicable to products purchased from Bosch Building Technologies after July 1, 2025.

Bosch Sicherheitssysteme GmbH
Building Technologies
Fritz-Schäffer-Straße 9
81737 München
Germany
boschsecurity.com

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