

**Terms and conditions of the warranty and associated services for BOSCH workshop equipment****1. Overview**

These terms and conditions apply to the provision of warranty and associated services provided by the Robert Bosch GmbH, Franz-Oechsle-Straße 4, 73207 Plochingen, Deutschland (referred to as „Bosch“) for certain Bosch workshop equipment. The warranty and the associated services under these contractual conditions may be subject to a change and are based on the current Bosch price list.

**2. Conclusion, scope and period of validity of the warranty****2.1. Scope of the warranty.**

The extent of the warranty is set out in section 6.

**2.2. Conclusion of the warranty**

The warranty agreement is concluded as follows:

**2.2.1 "5-year warranty"**

In the case of the "5-year warranty", the warranty agreement is concluded upon the purchase of the "5-year warranty" in accordance with section 6b or 6c, registration of the workshop and the device for which the 5-year warranty is taken out, on the Bosch service portal at [www.bosch-repair-service.com/de/garantie/](http://www.bosch-repair-service.com/de/garantie/) by the dealer and confirmation of the agreement by Bosch.

When purchasing the "5-year warranty", the workshop must specify one of the warranty options described in section 6, whereby the relevant Bosch device must be eligible for the selected warranty option.

The "5-year warranty" for a device that has already been purchased can be purchased up to twelve (12) months after the device was purchased by the workshop.

In the case of product leasing, the 5-year warranty can only be taken out at the same time as the leasing agreement\* is concluded. In this case, the lessor takes over the registration in the Bosch service portal at [www.bosch-repair-service.com/de/garantie/](http://www.bosch-repair-service.com/de/garantie/).

The workshop and the dealer or the workshop and the lessor will receive a confirmation email from Bosch after successful registration.

The conclusion of the warranty agreement in the case of the warranty option under section 6b requires the successful completion of an intermediate inspection of the device in accordance with section 7. Only then will the workshop and the dealer receive confirmation of the warranty agreement, stating any previous damage that has been detected.

\*Separate agreement with corresponding conditions.

**2.2.2 "3-year warranty"**

In the case of the "3-year warranty" in accordance with section 6a, the warranty agreement is concluded upon registration of the workshop and the device on the Bosch service portal at [www.bosch-repair-service.com/de/garantie/](http://www.bosch-repair-service.com/de/garantie/) by the dealer or the workshop and subsequent confirmation of the agreement by Bosch.

**2.3. Amendments to the information due to change of ownership/inventory changes**

If there are any changes to the information regarding the registered devices under the warranty agreement due to changes in ownership (sale of devices) or inventory (scrapping of devices, change of location), the workshop is obliged to inform Bosch within four (4) weeks.

Refunds of any paid warranty and service charges are excluded.

**2.4. Scope of application of the warranty**

The warranty applies only to devices purchased in Germany or Austria that fulfill the other conditions of these warranty terms.

**2.5. Start and period of validity of the warranty**

The period of validity of the warranty depends on the selected warranty option and is set out in section 6. The warranty period begins with delivery to the first end customer.

**2.6. No extension of the warranty period due to warranty services**

The agreed warranty period will not be extended or renewed as a result of services being provided under the warranty.

**2.7. Transfer of agreement in the event of resale**

If a third party acquires ownership of an eligible and registered device, this purchaser can enter into the warranty agreement in place of the customer with all rights and obligations. To do so, the purchaser must register by email at [Reparatur@de.bosch.com](mailto:Reparatur@de.bosch.com) within four (4) weeks of purchasing the device. In addition, the previously registered customer must, within the same period, inform Bosch of the identity of the purchaser, the circumstance of the transfer of ownership and the transfer of this agreement to the purchaser. The transfer of the agreement will take effect upon confirmation by Bosch. From this point on, the purchaser will assume the rights and obligations of the customer with effect for the future. Bosch may refuse to transfer the agreement without stating a reason.

**3. Conditions and exclusions****3.1. Conditions of a warranty claim**

The conditions for warranty services are:

- Registration of the device on the Bosch service portal at <https://www.bosch-repair-service.com/de/garantie/>.
- Successful completion of an intermediate inspection of the device in accordance with section 7.
- Services under the warranty will only be provided if the regular annual maintenance of the device specified by the manufacturer has been carried out and verified from the date of purchase by the Bosch workshop service center or authorized Bosch service partners in accordance with the Bosch manufacturer's specifications. Refer to section 8 for more details.
- Presentation of reports.

**3.2. Reasons for exclusion of warranty claims**

- Failure to carry out annual maintenance as specified in the operating instructions for the device, in particular not adhering to the regular maintenance interval.
- Use of unauthorized spare and wearing parts if these are responsible for the relevant fault or cause the relevant malfunction.
- Incorrect installation of spare and wearing parts, or installation that does not comply with the manufacturer's specifications, if this is partly responsible for the fault that is the subject of the complaint.
- There is evidence that the device has been disassembled, used or stored in a manner contrary to the manufacturer's specifications.
- Changes to the device that deviate from the original condition.
- Tampering with the manufacturing/serial number or the date of manufacture on the product.
- There are visible signs of damage or impairments to the device as a result of external influences (such as impact, shock, dropping, crushing).
- There are signs of damage and impairments to electronics and software as a result of manipulative interventions or malware (including viruses), regardless of whether these were carried out by the workshop itself or by other third parties.
- Non-compliance with the manufacturer's safety instructions and regulations for the correct use of the device.
- Malfunction or fault caused by external factors beyond regular operation and thus beyond the manufacturer's control, in particular force majeure, natural disasters, power surges, lightning, earthquakes, water damage, accidents, misuse.

**3.3. The following are not covered by the warranty:**

- Spare and wearing parts according to the manufacturer's list, which are subject to natural wear and tear and need to be replaced as part of maintenance work.
- Extensions or improvements to the system that become necessary due to legal changes.
- Necessary maintenance work and reimbursement of corresponding costs, as well as technician deployments to carry out self/maintenance measures.
- Product-specific software updates.
- Slight deviations of the system components from the nominal condition, which have no influence on the practical value of the system.
- Cosmetic, superficial damage, defects, scratches without any effect on functionality.
- Costs of downtime.



## 4. Assertion of rights under the warranty, other rights

### 4.1. Form and deadline for asserting claims

Warranty claims must be asserted against Bosch before the end of the warranty period, as promptly as possible and no later than two (2) months after the defect is discovered. The evidence required under section 3.1 must be submitted upon assertion.

Warranty claims asserted late may be rejected by Bosch.

Claims for reimbursement of payments made for warranty and service work in cases where the device is sold or lost (e.g. due to destruction, theft) are excluded.

### 4.2. Handling of warranty claims

Warranty claims are approved by Bosch, and the workshop must provide all the information necessary to determine and assess the damage. If defects are covered by the warranty, Bosch shall decide whether to repair the defective parts free of charge or replace them with non-defective parts.

Any parts that may have been replaced, together with any other materials that may have been used, become the property of Bosch, unless the workshop states that it claims them, at the latest when the device is sent in. Repairs may only be carried out by the Bosch workshop service center or authorized Bosch service partners.

Third-party repair costs will not be reimbursed unless they have been previously authorized in writing by Bosch.

The workshop acknowledges that any other data on the eligible devices must be backed up on other storage media at its own responsibility and that Bosch does not guarantee that other data will not be lost in the course of remedying the defect.

If a repair appointment has been agreed between Bosch and the customer, the customer must inform the Bosch workshop service center immediately, at the latest one (1) day before the planned collection of the device or the service on site, if the appointment cannot be kept by the customer. Any transportation/freight costs or travel costs incurred as a result of late or no notification will be charged to the customer.

### 4.3. No restriction of statutory rights

In addition to this voluntary manufacturer's warranty, you also have statutory rights in case of defects. These rights may be exercised free of charge and are not limited by the warranty. This applies in particular to any further statutory or contractual rights (especially warranty rights) that you may have against the seller of the device. Any further claims against Bosch (e.g. due to possible product liability) also remain unaffected.

## 5. Data protection

Bosch collects and processes the personal data provided by the customer in connection with this warranty and service agreement for the purpose of fulfilling primary and secondary contractual obligations (Art. 6 (1b) GDPR). The data protection notice stored on the portal applies in each case.

## 6. Warranty terms of the warranty offers.

The respective warranty offers and associated services are described in the following.

### a. 3-Year warranty for KTS, DCU, FSA, BAT

Bosch offers a 3-year manufacturer's warranty for eligible devices with the scope of services listed below. The workshop can acquire this warranty with the purchase of the product (included in the product purchase), provided that registration on the portal has been carried out as described in section 2.2.

#### Eligible devices:

Eligible devices for this warranty are identified in the German "Trümpfe aus der Tasche" catalog edition as of April 2024 or in another Bosch product catalog. The offer refers to the Bosch device group KTS, DCU, FSA, BAT.

#### Scope of warranty services

We warrant to the workshop that the device it has purchased shall be free from defects that can be traced back to material or manufacturing defects during the warranty period, unless otherwise provided for in sections 3.2 or 3.3.

**b. 5-Year warranty for KTS, DCU, FSA, BAT, after prior intermediate inspection of the device**

Bosch offers a 5-year manufacturer's warranty for eligible devices with the scope of services listed below. This is subject to the workshop purchasing the 5-year warranty, registration of the device on the Bosch service portal and the intermediate inspection of the device being carried out in accordance with section 7 before 36 months have elapsed since the product was purchased.

**Eligible devices:**

Eligible devices for this warranty are identified in the German "Trümpfe aus der Tasche" catalog edition as of April 2024 or in another Bosch product catalog.

The 5-year warranty is available for the following device groups, independently of design and color variants: KTS, DCU, FSA, BAT.

**Scope of warranty services**

We warrant to the workshop that the device it has purchased shall be free from defects that can be traced back to material or manufacturing defects during the warranty period, unless otherwise provided for in sections 3.2 or 3.3.

**c. 5-Year warranty for BEA, ACS, FSA 7 AU, including annual maintenance**

For the eligible devices listed below, Bosch offers a 5-year warranty. This is subject to the workshop purchasing the 5-year warranty, registration of the device on the Bosch service portal and annual maintenance of the device being carried out in accordance with section 8.

**Eligible devices:**

The warranty applies to the following device groups: BEA, FSA 7 AU, ACS, AC

Eligible devices for this warranty are identified in the German "Trümpfe aus der Tasche" catalog edition as of April 2024 or in another Bosch product catalog.

**Scope of warranty services**

We warrant to the workshop that the device it has purchased shall be free from defects that can be traced back to material or manufacturing defects during the warranty period, unless otherwise provided for in sections 3.2 or 3.3.

**7. Mandatory services associated with the warranty – intermediate inspection of the device****7.1. Service description**

The intermediate inspection of the device is carried out at the central workshop service center owned by Bosch. The appointment, collection of the device, inspection and return to the workshop is organized by Bosch and is included in the price of the 5-year warranty. If an appointment has been agreed between the Bosch workshop service center and the workshop, the workshop must inform the Bosch workshop service center at least three (3) days before the planned device collection if it is unable to keep the appointment. Any transportation/freight costs incurred as a result of late or no notification will be charged to the workshop.

The workshop will receive suggestions for inspection dates by email. After selecting an appointment, the workshop receives an empty shipping packaging with a return label and a collection note shortly before the inspection date. The device is collected at the workshop. After about 3-5 business days, the device is returned to the workshop ready for use. When the appointment is made, a loan device can be booked for a fee.

**7.2. Scope of services**

- Appointment with the workshops
- Sending of empty packaging incl. return label
- Collection by parcel service; shipping costs
- Visual inspection
- Function test
- Power supply cable test
- Safety checks in accordance with DGUV 3 specifications
- Costs of labor time

**7.3. Validation criteria – intermediate device inspection**

If the intermediate inspection shows that the device has a defect as defined in section 3.2, Bosch will list the defects in the report and, if applicable, indicate defects excluded from the warranty.

**8. Mandatory services associated with the warranty – annual maintenance****8.1. Service description**

The cost of annual maintenance will be charged to the workshop in accordance with the current price list. Regular annual maintenance in accordance with the Bosch manufacturer's specifications must be carried out from the time of delivery over the entire duration of the warranty period in accordance with the manufacturer's specifications, including safety checks in accordance with German Social Accident Insurance DGUV regulation 3 and entry of the findings in the report. Annual maintenance must always be carried out by Bosch or an authorized Bosch service partner.

If the annual maintenance is carried out by the Bosch workshop service center, the workshop will be contacted within a reasonable period of between four (4) and eight (8) weeks before the maintenance date to arrange an appointment. If an appointment has been agreed between the Bosch workshop service center and the workshop, the workshop must inform the Bosch workshop service center at least 3 days before the planned device collection or maintenance on site if the workshop is unable to keep the appointment. Any transportation/freight costs or travel costs incurred as a result of late or no notification will be charged to the customer.

In case of annual maintenance at the central Bosch workshop service center, the workshop receives an empty shipping packaging with a return label and a collection note. The device is collected at the workshop. After about 4-5 business days, the device is returned to the workshop ready for use. When the appointment is made, a loan device can be booked for a fee.



## 8.2. Scope of services

The following scope of services applies when the annual maintenance is carried out by Bosch.

### General scope of services:

- Appointments with the workshops with a lead time for better planning
- Sending of empty packaging incl. return label
- Collection by parcel service; shipping costs
- Entry in report, maintenance sticker and continuation of the warranty extension
- Costs of labor time and travel if maintenance is carried out on-site with customer

### Product-specific scope of services:

#### BEA 055, BEA 060 products:

- Annual maintenance incl. maintenance material
- Visual inspection of interior/exterior, cleaning of elements
- Testing of power supply cable and ports, leak tightness, interior and exterior hoses incl. replacement if necessary, display stability and accuracy, response time of O<sub>2</sub> and CO<sub>2</sub> sensor flow rate monitoring, HC residue test,
- Calibration with calibrating gas
- Set maintenance date,
- Safety checks in accordance with DGUV 3 specifications
- Product-specific software updates marked as necessary by Bosch
- Maintenance includes replacement of the following wearing parts:
  - Internal/external test oil filters incl. active carbon filters, O<sub>2</sub> sensor
  - Hose assemblies, test hoses, power supply units, power supply cable
- Calibration according to DAkkS based on the calibration guideline for diesel and petrol vehicle exhaust emission testing devices

#### BEA 070 products:

- Annual maintenance incl. maintenance material,
- Visual inspection of interior/exterior, cleaning of elements,
- Testing of power supply cable, connecting lead and ports, cleaning of exhaust gas sampling probe and hose, transmitter/receiver diodes, charging contacts, measurement chamber and collection tray
- Product-specific software updates marked as necessary by Bosch
- Maintenance includes replacement of the following wearing parts:
  - Hose assemblies, power supply cable
- Calibration according to DAkkS based on the calibration guideline for diesel and petrol vehicle exhaust emission testing devices

#### BEA 090 products:

- Annual maintenance incl. maintenance material,
- Visual inspection of interior/exterior, cleaning of elements,
- Power supply cable test
- Product-specific software updates marked as necessary by Bosch
- Maintenance includes replacement of the following wearing parts:
  - Internal/external HEPA filter, O-ring, seal, filter fleece
- Calibration
  - Calibration of dilution flow, diluent sample flow, CPC sample flow, CPC outlet flow
  - Calibration of entire system according to DAkkS
  - Application of maintenance sticker
- Safety checks in accordance with DGUV 3

**ACS products:**

- Annual maintenance incl. maintenance material
- Visual inspection of interior/exterior, cleaning of elements, lubrication of wheel bearings
- Testing of power supply cable and hose assemblies
- Calibration of scales and air flow, replacement of filters, vacuum pump oil
- Pressure test, leak checking of all components and test run
- Product-specific software updates marked as necessary by Bosch
- Maintenance includes replacement of the following wearing parts:
  - Vacuum pump oil, filter, hose assembly
- Application of maintenance sticker
- Safety checks in accordance with DGUV 3

**Trolley products, e.g. for FSA740 and BEA950:**

- Visual inspection of exterior
  - Power supply cable
  - Ports
  - Test cables and accessories (FSA 720)
  - Rollers
  - Parking brake
- System (PC)
  - Bosch Image Version
  - Windows safety updates
- Functional test
  - Computer
  - Monitor
- Safety checks in accordance with DGUV 3

**9. Liability****9.1.** Bosch shall be liable for damages due to the violation of contractual or non-contractual obligations only

9.1.1. for intent or gross negligence;

9.1.2. for negligent or willful injury to life, limb or health;

9.1.3. due to the assumption of a warranty of quality or durability;

9.1.4. for culpable violation of essential contractual obligations; contractual obligations are deemed essential if their fulfillment is a prerequisite for the proper execution of the agreement and if the customer may regularly rely on their observance;

9.1.5. due to mandatory liability under the German Product Liability Act; or

9.1.6. due to other mandatory liability.

**9.2.** For a simple negligent breach of duty, liability for damages according to this section 9 is limited to the amount of reasonably foreseeable damages typical for this kind of contract. This also applies to damages caused by simple negligence of vicarious agents of Bosch.**10. Final provisions****10.1.** Should any provision of this contract and any further agreements that may have been made be or become invalid, the validity of the remaining provisions shall not be affected. In such case, the parties shall be obliged to replace the invalid provision with a regulation that comes as close as possible to the economic success of the invalid provision.**10.2.** The place of jurisdiction is Stuttgart, Germany. The contract is subject to the law of the Federal Republic of Germany, excluding the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.

Robert Bosch GmbH

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