

## Warranty Coverage

The Bird Home Automation GmbH warrants the original purchaser (the authorized Bird Home Automation distributor/reseller) that the products of Bird Home Automation GmbH will be free from defects in workmanship and materials under substantiated normal use for a period of twenty-four (24) months from the original purchasing date ("Warranty period"). This warranty also applies for accessories if included in the original purchase.

The original purchaser must inform Bird Home Automation GmbH immediately of any defect that occurs in the product in accordance with the RMA conditions of Bird Home Automation GmbH. If he does not do so, the original buyer loses the right to remedy the defect. A valid purchase receipt form including the actual date of purchase must be submitted within the warranty period in order to claim warranty services. The sole remedy of the original purchaser and the sole and exclusive liability of Bird Home Automation GmbH shall be limited, at its sole discretion, to repair with new or refurbished spare parts or replacement of the product. Repaired products or replacement products are guaranteed for the remainder of the original warranty period under the specified conditions. If the product or parts of the product are replaced, all replaced products or parts become the property of Bird Home Automation GmbH. This warranty is valid in all countries and may be invoked by contacting Bird Home Automation GmbH Technical Support. For more information, please visit our website at [www.doorbird.com](http://www.doorbird.com).

## Exclusions and Limitations

The warranty is subject to proper storage, shipment and proven normal use of the products. The warranty does not apply if the model/serial number or warranty seal of the product has been changed, defaced or removed. Also excluded from the warranty are any defects arising as a result of:

- Any modification and/or alteration to the Product by any party other than Bird Home Automation GmbH
- Faulty maintenance, installation or repair by any party other than Bird Home Automation GmbH
- The products have been used for a purpose for which they are not designed or intended to
- Normal wear and tear or spare parts which, by reason of their nature, may be classified as wearing parts
- Misuse, mechanical damage, overvoltage, negligence or accident

If the original purchaser intends to install, affix or further process the delivered goods, he shall inspect the goods for defects prior to installation, affixing or further processing. If he fails to do so, he shall act with gross negligence. In such a case, the original purchaser shall only be entitled to warranty claims if the defect in question was intentionally caused by us, fraudulently concealed or a quality guarantee was assumed.

If the original purchaser detects defects in the goods, he undertakes not to resell, process, install or attach them until agreement has been reached on the handling of the warranty claim or judicial or extrajudicial preservation of evidence has taken place. The original purchaser is obliged to make the goods complained of available to Bird Home Automation GmbH for checking whether a warranty case exists. If this is refused, all warranty claims shall lapse.

The products of Bird Home Automation GmbH with lighting are usually equipped with an above-average light output reserve. If more than 30% of the light output fails (e.g. 4 of 12 infrared LEDs fail), this is considered a defect and is covered by the warranty. The warranty on consumables, e.g. illuminants (lamps, LEDs and LCD backlighting) is limited to 6 months from the date of purchase.

Many products of Bird Home Automation GmbH are equipped with a camera. Direct sunlight can, for example, "dazzle" the camera and permanently bleach the small color filters on the image sensor chip (e.g., areas in the image appear pink/violet). Direct sunlight can also cause the temperature limit of the housing to be exceeded. All defects caused by direct sunlight are excluded from the warranty.

The warranty does not apply to products purchased "as is" or where Bird Home Automation GmbH or the authorized reseller/distributor has deviated from its warranty obligation for the product.

In addition, the warranty applies only to products purchased from an authorized distributor/reseller of Bird Home Automation GmbH. All warranty claims will be evaluated at the sole discretion of Bird Home Automation GmbH.

The above stated warranty conditions are the only ones between the original purchaser and Bird Home Automation GmbH with respect to the products of Bird Home Automation GmbH. No other warranties or representations of any kind apply. To the maximum extent permitted by applicable law, Bird Home Automation GmbH disclaims and excludes all warranties other than the above, whether implied or statutory, express or implied. This also applies to any implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Some jurisdictions do not allow the exclusion of the foregoing warranties. Where the laws of such jurisdictions apply, all express and implied warranties are limited to the above warranty period, otherwise they will be reduced to the maximum extent permitted by law. Except as otherwise provided in this written warranty or to the minimum extent required by applicable law, neither Bird Home Automation GmbH nor any of its affiliates shall be liable for any atypical, incidental or consequential loss or damage, including consequential or punitive damages. This exclusion also includes possible loss of data, loss of profit, loss of income, loss of production, loss of revenue from equipment, loss of goodwill, capital costs, costs of replacement equipment, facilities and services, downtime/failure costs or claims by customers, regardless of whether the party has been advised of the possibility of such claims. The total and aggregate liability of Bird Home Automation GmbH for all claims resulting from this warranty shall in no event exceed the total and shall be limited to the price paid for the product. Notwithstanding the foregoing, Bird Home Automation GmbH's total liability for claims under this warranty shall not exceed the price paid for the product. This limitation of possible liability was essential in determining the product price.

### **Applicable law**

This warranty is subject to the laws of the Federal Republic of Germany. Place of jurisdiction is Berlin, Germany.