



# Warranty Statement PX-1

Warranty Statement - Pyrex GmbH

## § 1 Limited warranty

### 1. Warranty Validity

PyrexX GmbH warrants a defect-free device only for the original purchaser of a PX-1 Smoke Alarm, that was purchased either at PyrexX GmbH directly, or through an authorized reseller, for a period of 12 years from the date of purchase, when used and serviced as intended.

### 2. Proof of warranty claim

The limited warranty is not transferable and does not apply to buyers who have purchased the product from a reseller who is not authorized by PyrexX GmbH. This also applies to online auctions, but is not limited thereto. Rights arising from legislation remain unaffected by the limited warranty. Please keep your receipt as a proof that the device has been purchased from an authorized reseller, and as a proof of purchase date. This receipt is mandatory for any warranty claims!

### 3. Use according to operating manual

The limited warranty will be granted only if the device is used in accordance with the operating manual. PyrexX GmbH reserves the right to request a proof of the annual maintenance requirements (see also operating manual PX-1 chapter 8 "Maintenance").

### 4. Warranty Limitations

The limited warranty does not cover claims resulting from accidents, misuse, application errors, negligence, or the warranty exclusion criteria described below.

## § 2 Warranty exclusion criteria

### 1. Soiling

Dust deposits and insect infestation in the measuring system of the device are not covered under warranty. Also smoke alarms or warning signals associated with such forms of soiling do not indicate a malfunction of the device, but only show a lack of care, cleaning and maintenance thereof.

### 2. Physical / mechanical damage

If the device has been damaged, e.g. the housing has been broken or the device has been opened, any warranty claim shall be forfeited. The same shall apply to subjecting the device to any form of brute force, which does not cause a physical damage to the device, but causes a damage inside the housing (e.g. of electronics).

### 3. Contamination

If the device is externally and / or internally contaminated by deposits (excessively contaminated), any warranty claim shall be forfeited. Paint and similar substances on the surface of the device and within the housing / measurement system of the device shall be deemed contamination. Decoration / painting limited to the release testing / stop

button (smoke alarm device cover) shall be excluded from a warranty exclusion! In addition, build-up of fire residues (e.g. soot), as well as nicotine and grease deposits, which have caused a readily detectable discolouration of the device, are categorized as contamination, which means the loss of any warranty claims. Especially nicotine and grease condensates do not only gather on the outer surface of the device, but also accumulate on the surfaces of the optical measuring components. Particularly there, the adhesion of condensates leads to premature deterioration of the optical properties of the measurement components, which the device can compensate through autonomous recalibration only within its physical limits.

### 4. Moisture damage / corrosion

If the device, and in particular its electronics, are damaged by moisture of any kind, any warranty claim shall be forfeited. Moisture thus is not only the exposure to fluid, but also regular, above-average exposure of the device to humidity (> 70%). Due to the effect of excessive humidity (e.g., steam / roasting fumes), the battery of the device is discharged above average, and the battery life is shortened considerably. Also, liquids and high humidity can damage the electronics of the device by causing corrosion.

### 5. Thermal damage

If the device has been exposed temporarily or permanently to a temperature below 0° C or above 70° C, any warranty claim shall be forfeited. In particular, no warranty shall be given for devices that were exposed to high temperatures and fumes in a fire. Damage to the device as a result of frost / cold, as well as heat damage, shall not be covered by the warranty.

### 6. Excessive load on the battery

Excessive load on the battery capacity through frequent triggering of alarm tones (more than once a month) may lead to premature consumption of the battery capacity due to the related battery consumption and to the loss of any warranty claims. This shall also extend to any liability in relation to tradability and / or suitability for a particular purpose under any implied liability which nevertheless exists under the law; the after-sales services shall be limited to the duration of this warranty.

## § 3 Verification of warranty claims

### 1. Verification

Check if at least one of the afore mentioned warranty exclusion reasons is present before making a warranty claim. Keep in mind also that there are sufficient technical capabilities to determine, when submitting a warranty claim, whether the device has really been used as intended, and therefore if the warranty claim is justified or unjustified.

## *2. Administration fee*

PyrexX GmbH expressly reserves the right to charge a person who makes a warranty claim although at least one of the aforementioned warranty exclusion reasons is present with the costs associated with the necessary technical examination of the facts!

## § 4 Disclaimer

### *1. Disclaimer*

Except for the limited warranty described herein, PyrexX GmbH assumes no additional explicit or implicit liability under the applicable statutory provisions. This shall also extend to any liability in relation to tradability and / or suitability for a particular purpose under any implied liability which nevertheless exists under the law; the after-sales services shall be limited to the duration of this warranty.

## § 5 Limitation of liability

### *1. Limitation of liability*

Your rights are limited to the repair or replacement of this device as shipped. PyrexX GmbH shall accept no liability for any special, incidental or consequential damages, including, but not limited to, resulting loss of revenue, loss of profits, restrictions of the use of software / hardware, loss or recovery of data, cost of substitute equipment, downtime, damage to property and claims by third parties as a result of contractual, statutory or tort recovery claims arising out of warranty, regardless of any other warranty, limited or implied by the law, or in the event that the limited warranty shall not apply, the liability of PyrexX GmbH shall be limited to the purchase price of the device.