

# Limited warranty XSD100

Limited warranty

## § 1 Limited warranty

### 1. Validity of the warranty

PyrexX GmbH only guarantees a defect-free device to the original purchaser of a XSD100 smoke detector, which was purchased either directly from PyrexX GmbH or from an authorised dealer, for a maximum period of 10 years from the date of purchase, under intended conditions of use and maintenance, but not longer than the intended replacement date printed on the product. The territorial scope of the warranty protection is within the European Union and Switzerland. The purchaser's statutory rights are not limited by any warranty provided by the manufacturer. The exercise of the purchaser's statutory rights is free of charge.

### 2. Proof of the warranty claim

The limited warranty is non-transferable and does not apply to purchasers who purchased the device from a reseller that is not authorised by PyrexX GmbH. This also applies to, but is not limited to online auctions. Rights arising from statutory provisions remain unaffected by the limited warranty. Keep the invoice as proof that the device was purchased from an authorised dealer and as proof of the date of purchase. This proof is absolutely essential for potential warranty claims.

During the statutory warranty period, in order to report a defect on a device, contact is made via the seller.. The manufacturer's warranty only comes into effect after the statutory warranty has expired. For this purpose, the purchaser contacts the complaints department either by email or via the manufacturer's website.

Manufacturer address:

PyrexX GmbH  
Wolfener Straße 32-34 // Haus P  
D-12681 Berlin

reklamation@pyrexX.com  
pyrexX.com/en

### 3. Use in accordance with operating instructions

The limited warranty is only granted if the device is used exclusively in accordance with the operating manual. In order to check warranty claims, PyrexX GmbH reserves the right to request proof of the annually prescribed maintenance (see also Operating Manual XSD100 chapter "Maintenance").

### 4. Limitation of the warranty

The limited warranty does not cover any claims that are due to accidents, misuse, application errors, negligence or the warranty disclaimers listed below.

## § 2 Warranty disclaimers

### 1. Soiling

Dust deposits and insect infestation in the device's measuring system are not covered by the warranty. Forms of soiling associated with smoke alarms or indicator signals also do not indicate device malfunction, but rather, a lack of care, cleaning and maintenance.

### 2. Physical/mechanical damage

If the device has been damaged, e.g. the housing has been broken open or the device has been opened, this is associated with the loss of any warranty claim. The same applies to any form of force on the device, which causes the device to appear undamaged externally, but the inside of the housing (e.g. electronics) is damaged.

### 3. Contamination

If the device is contaminated externally and/or internally due to adhesions (excessively contaminated), this is associated with the loss of any warranty claim. Contamination is understood to mean paints and comparable substances on the surface of the device and within the housing/measuring system of the device. Decoration/painting, which is limited exclusively to the test/stop button (smoke detector cover), is excluded from a warranty disclaimer. In addition, adhesions of fire residues (e.g. soot) as well as nicotine and grease deposits, which have caused an easily recognisable discolouration of the device, are categorised as contamination, which means the loss of any warranty claim. In particular, nicotine and fat condensates not only settle on the outer surface of the device, but are also deposited on the surfaces of the optical measuring components. Especially there, the adhesion of condensates leads to premature impairment of the optical properties of the measuring components, which the device can only compensate for with autonomous recalibrations within the physical limits.

### 4. Moisture damage/corrosion

If the device and in particular its electronics have been damaged by moisture of any kind, this is associated with the loss of any warranty claim. Moisture is therefore not only considered to be the effect of a liquid, but also regular, above-average exposure of the device to humidity (> 70%). The effect of excessive humidity (e.g. water vapour/frying fumes) causes above-average discharge of the device battery and significantly reduces the battery capacity. In addition to this, liquids and high humidity can damage the device electronics by causing corrosion.

#### **5. Thermal damage**

If the device has been temporarily or permanently exposed to a temperature below 0 °C or above 70 °C, this is associated with the loss of any warranty claim. In particular, there is no warranty claim for devices that were exposed to high temperatures and smoke gases during a fire. Damage to the device as a result of frost/cold, as well as heat damage, is not covered by the warranty.

#### **6. Excessive load on battery**

The excessive load on the battery capacity due to frequent triggering of signal tones (more than once a month) can also lead to premature consumption of battery capacity and to the loss of any warranty claims at the same time, due to the associated battery consumption.

Apart from the limited warranty services described herein, PyrexX GmbH assumes no further explicit or implicit liability within the scope of the applicable statutory provisions. This also extends to any liability in respect of the ability to trade and/or the suitability for specific purposes within the context of any implicit liability, which nevertheless arises from statutory provisions, the warranty services are limited to the term of this warranty.

## **§ 5 Limitation of liability**

### **1. Limitation of liability**

Your rights are limited to the repair or replacement of this product in its delivered condition. PyrexX GmbH shall not be liable for any special, incidental or consequential damages, including, but not limited to, loss of earnings, loss of profits, restrictions on the use of the software/hardware, loss or recovery of data, costs for replacement equipment, downtimes, property damage and claims by third parties, as a result of, among other things, contractual, statutory or damages claims for restitution, irrespective of other limited or implied warranty provisions or in the event that the limited warranty does not apply, the scope of liability of PyrexX GmbH is limited to the purchase price of the device.

## **§ 3 Verification of the warranty claim**

### **1. Verification**

Before making a warranty claim, check for yourself to see whether at least one of the aforementioned reasons for a warranty disclaimer applies. Please also note that there are sufficient technical means of determining whether the device has really been treated as intended when asserting a warranty claim and that the warranty claim is consequently justified or unjustified.

### **2. Lump-sum amount for expenses**

PyrexX GmbH expressly reserves the right to charge the person for the costs associated with the necessary examination of the facts if a warranty claim is asserted, although at least one of the aforementioned reasons for a warranty disclaimer exists.

## **§ 4 Disclaimer**

### **1. Disclaimer**