

Warranty statement

Garantieerklärung der Pyrex GmbH (EN)

§ 1 Guarantor

1. The guarantor is Pyrex GmbH, Wolfener Straße 32-34 // Haus P, D-12681 Berlin, Germany, registered in the commercial register of the Berlin-Charlottenburg Local Court under HRB 95953, hereinafter referred to as "Pyrex".

§ 2 Types of devices covered by this warranty

1. The warranty conditions apply to the following types of devices:

PX-1, PX-1C, XSD100, XSD200, XSD360A.

2. The warranty is conditional upon use of the device in residential properties and rooms with residential use, as well as habitable recreational vehicles (e.g. caravans). In particular, the warranty does not apply to use in commercial spaces.

§ 3 Warranty period and geographical scope

1. The warranty period shall commence on the invoice date of the first sale by Pyrex or a distributor to the end user (hereinafter referred to as "the Customer"). The warranty period does not start again if the Customer resells the device.

2. The warranty period shall expire at the end of 10 years following its commencement.

3. The warranty applies to all devices purchased by a Customer in a Member State of the European Union or in Switzerland.

§ 4 Warranty Claim, content of the warranty service

1. A warranty claim exists if the purchased device has a material defect or no longer functions properly prior to the end of the warranty period, despite being used as intended in accordance with the product-specific instructions for use and despite compliance with all maintenance obligations of the customer.

§ 5 Warranty services

1. In the event of a warranty claim, Pyrex will provide subsequent performance, i.e. repair the device concerned free of charge and return it to the Customer free of charge, or Pyrex will send the customer a replacement device free of charge.

2. Pyrex shall bear the expenses necessary for the purpose of subsequent performance, in particular transport costs. There are no further claims under the warranty.

§ 6 Assertion of the warranty

1. The Customer may exercise the rights under the warranty by providing information about the device concerned and the nature of the fault, together with their e-mail address, on the website (<https://www.pyrex.com/en/support/complaints/>), which has been set up by Pyrex for reporting warranty claims. The Customer will then receive information as to whether and how the affected device may have to be sent in. If it needs to be sent in, Pyrex will either provide the Customer with a printable return label for free shipping or, if this is not the case, Pyrex will reimburse the Customer for the expenses incurred to return the device.

2. Pyrex does not accept carriage forward consignments.

3. The date of the notification referred to in paragraph 1 shall be relevant for the timeliness of the assertion of the rights under the warranty within the warranty period.

§ 7 Exclusion of warranty service / early termination of the warranty period

1. Entitlement to the warranty service shall be excluded, if
 - the smoke entry area has not been kept clear because the device has been covered, pasted over, painted over or similarly impaired,
 - the device is soiled due to the fact that it has not been cleaned regularly from the outside, contrary to the instructions for use,
 - the battery capacity is exhausted and this is due to the fact that the check and stop buttons have been pressed more than once a week,
 - the device has been opened or damaged using force,
 - the nameplate or other device label has been detached or has become illegible as a result of improper handling,
 - the device has water or moisture damage.

2. The warranty period shall end prematurely as soon as the device has triggered an alarm as intended in response to the development of fire smoke. In the case of a smoke detector radio group, this only applies to those devices that have come into contact with the fire smoke.

§ 8 No restriction of legal rights / free use

1. The customer's statutory rights in the event of defects (warranty rights, liability for defects) are not restricted by this warranty.
2. The customer may exercise the statutory rights in the event of defects, as well as the rights arising from the warranty, free of charge.