

# Smoke alarms and wireless manual alarm points

## Guarantees in the field of smoke alarms and wireless manual alarm points

The following guarantee applies to all owners of the devices in the Genius range as described in further detail under Section I.1 that have been purchased from 01.07.2020 onwards.

### I. Device guarantee and “real alarm guarantee”

1. In addition to the statutory warranty, Hekatron grants the guarantee services as stipulated in **Section II.1** for the Genius H, Genius Plus, Genius Plus X, Standard X radio module, Pro X radio module and Genius wireless manual alarm points (hereinafter referred to as “device”).

On condition of compliance with the conditions of guarantee stipulated in **Section III**, the guarantee services are granted for the duration of **five (5) years** from the date of purchase.

2. Insofar as a maintenance contract has existed without any gaps for the respective device since the assembly of the device until the occurrence of the case of guarantee, and the conditions of guarantee stipulated in Section III have been complied with, the guarantee services stipulated in **Section II.3** will also be granted for a period of **five (5) years** from the date of purchase.
3. The occurrence of a case of guarantee and the associated granting of a replacement device shall not lead to an extension or to a new start of the original period of guarantee, but in the case of guarantee, shall also end after the expiry of the aforementioned periods.

### II. Scope of service

1. In the case of a **technical defect** to one of the aforementioned devices, the operator shall receive a free replacement device. Other services do not form part of this guarantee. Specifically, a replacement device will be granted only, and no other costs will be covered as part of the guarantee.
2. A technical defect within the meaning of this promise of guarantee is a deviation from the assured properties of the device to the detriment of the customer for which Hekatron is responsible.
3. Further guarantee services for customers in which the conditions as stipulated in terms of **Section I.2** exist:
  - a) In the event of a false alarm caused by a technical defect to the respective device within the meaning of **Section II.2** above, in addition to the provision of a replacement device, the proven costs incurred due to the forced opening of the door to the home in the course of an operation by the fire department shall be reimbursed up to a maximum amount of EUR 1,000 net, insofar as these costs are not covered by an existing building or liability insurance policy. The burden of proof for the lack of insurance coverage shall be borne by the customer.
  - b) A false alarm in terms of the above is an alarm that occurs due to a technical defect of the device, although there is no corresponding reason why.
4. Other services shall not form part of this guarantee.
5. With the submission of defect-free devices, Hekatron reserves the right to charge a reasonable handling fee on the basis of the actual costs incurred.

### III. Conditions and exclusions of guarantee

1. According to these conditions of guarantee, defects and false alarms which are caused in the following cases are excluded, if
  - a) Devices are used in areas that are not described in the product information and/or assembly instructions and operating manuals;
  - b) Devices are used without the operator complying with the statutory or official regulations, or if instructions from Hekatron are disregarded (in particular regarding intended use, assembly, commissioning, maintenance and information provided on the product information and assembly instructions and operating manuals);
  - c) Devices are used under unusual conditions, in particular under the influence of aggressive chemicals, gases or outside the permitted operating parameters or conditions of use;
  - d) The planning, installation, operation and maintenance have not been carried out in accordance with the application standard valid at the time of sale or its subsequent regulations and the respectively valid assembly and operating manual.
  - e) Devices are stored improperly;
  - f) Devices have not been subjected to regular maintenance in accordance with the information in the assembly instructions and operating manual.
  - g) or are otherwise the responsibility of the customer or third parties, in particular
    - as a result of incorrect operation;
    - as a result of mechanical damage;
    - as a result of sabotage;
    - if the type of use of rooms has been changed after the device has been fitted without informing the installer or owner (e.g. residential room to commercial, bedroom to kitchen) which then results in a defect or false alarm;
    - as a result of direct soiling of the device, such as painting over it, or as a result of soiling of the rooms that does not correspond to normal residential use;
2.
  - a) The guarantee only applies to devices that have been installed in a new condition and only under the terms of use specified in the respective operating manual.
  - b) Products that do not have a defect and other unauthorized returned products do not constitute a guarantee claim and shall not be replaced.
  - c) Should the product be discontinued within the period of guarantee, Hekatron reserves the right to supply an equivalent replacement product. Such a case shall not lead to an extension or to a new start of the original period of guarantee.
  - d) The following documents are required for a claim according to the guarantee:
    - Reference or designation according to the complaint process of Hekatron which was in place on the occurrence of the guarantee claim
    - Purchase receipt
    - In the case of Section I.2.: Proof of the maintenance agreement
    - In the case of Section II.3: Proof of the operation by the fire department and the fire department's requirement to break down the door due to the false alarm (e.g. by records of the fire department)
  - e) The statutory warranty remains unaffected by this promise of guarantee.

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