

## WARRANTIES ON BOSE PRODUCTS

*This document provides you with information on the nature and contents of the warranties that apply to your Bose product purchased directly from Bose or from a Bose authorized reseller.*

### **1. LEGAL WARRANTIES APPLYING TO YOUR BOSE PRODUCT**

Bose pays special attention to ensuring compliance with the rights and legal warranties you are entitled to, as a consumer, and facilitating their implementation.

**For any purchase of a Bose product made by a consumer in France**, Bose is bound by the legal warranty of conformity of the products sold, as mentioned at articles L. 217-4 to L. 217-12 of the French Consumer Code and by the warranty against hidden defects in the good sold under the conditions set out in articles 1641 to 1648 and 2232 of the French Civil Code.

The aforesaid texts are reproduced at the end of this document.

**When the customer acts under the legal warranty of conformity**, customer benefits from a two (2) year lead-time as from the delivery of the product to bring its claim. The customer does not have to prove that the non-conformity of the product already existed at the time of delivery for any defect that would appear within twenty-four (24) months following delivery of the product to the customer, unless Bose proves the contrary.

The customer may choose between the repair of the product (Bose repairs the product by using new or reconditioned parts) or the replacement of the product (by an equivalent new or reconditioned product), except where one of these two options would imply clearly disproportionate costs for Bose having regard to the value of the product or the significance of the defect, Bose reserving the right, in such case, to opt for the second option not chosen by the customer, in accordance with article L. 217-9 of the French Consumer Code.

In any case, Bose warrants that the implementation of the warranty of conformity will not generate any costs for client.

**The customer may implement the warranty against hidden defects** set forth in article 1641 of the French Civil Code, within a lead-time of two (2) years as from the discovery of the defect. In such case, the customer may choose between returning the product to Bose and being reimbursed of the price paid or keep the product and obtain a reduction in the purchase price, in accordance with article 1644 of the French Civil Code.

#### **To implement the legal warranties:**

For any product purchased in France, the customer is invited to contact the Customer Service of Bose by phone at 01.30.61.63.63 or by e-mail at [sales\\_support\\_fr@bose.com](mailto:sales_support_fr@bose.com).

For any product purchased abroad, please contact the Customer Service of the place of purchase of the product, by using the contact details accessible under: [https://global.bose.com/en\\_us/index.html](https://global.bose.com/en_us/index.html)

Bose may ask you to provide a proof of purchase, including without limitation, a receipt or invoice.

Bose will organize the return of the concerned product at its costs, by sending you by e-mail, within 24 hours, a prepaid return label to be affixed on the parcel.

The products must be returned in their original packaging or an appropriate protective packaging, by using the prepaid return label sent by e-mail.

The label bearing the serial number of the product must not be removed or altered by the customer.

You can then bring the parcel to the office of the Bose carrier which is the nearest to your residence. If the parcel is too large, Bose may also offer a free pick-up of the products at your place of residence. In such case, the carrier appointed by Bose will contact you to agree on a date of pick-up of the products.

## **2. SPECIFIC COMMERCIAL WARRANTY APPLYING ONLY TO PASSIVE NON-POWERED LOUDSPEAKERS**

In addition to the legal warranties above-mentioned Bose remains responsible for in any case, Bose offers you, as a free-of-charge commercial warranty applying to Bose passive non-powered loudspeakers, an extension of the warranty period for three (3) additional years as from the expiry date of the legal warranty of conformity (the legal warranty of conformity period lapses two years after the delivery of the good).

During this additional warranty period, Bose commits – automatically and free of charge for the customer – to provide a full refund, replace or repair any Bose passive non-powered loudspeaker in case of dysfunction.

**To implement the commercial warranty for Bose passive non-powered loudspeakers purchased in France**, the customer is invited to follow the process above-mentioned in Section 1.).

All the provisions related to the implementation of the legal warranties referred to above apply similarly for the implementation of the commercial warranty.

**Bose draw your attention on the fact that the warranties listed in the present document** does not cover the damages caused to Bose's products resulting from the normal wear and tear of the product, a handling error, or an inappropriate use of the product by the customer, poor maintenance, or accidental breakage.

Moreover, any unauthorized intervention on the product by the customer (including repair by a retailer which has not been authorized by Bose) unauthorized dismantling, modification and/or customization of your product voids this warranty.

## **APPENDIX**

**Reproduction of texts concerning the legal warranties for purchases made by**

## consumers in France:

### With regard to the legal warranty of conformity:

- **Article L. 217-4 of the French Consumer Code:** *“The seller shall deliver a good in conformity with the contract and shall be held liable for the lack of conformity existing at the time of delivery. He shall also be held liable for the lack of conformity stemming from the packaging, the fitting instructions or the installation when such installation is the responsibility of the seller pursuant to the contract or has been conducted under his supervision”.*
  
- **Article L. 217-5 of the French Consumer Code:** *“The good shall be deemed in conformity with the contract:*
  - 1° If it is fit for the use usually expected from a similar good and, where appropriate:*
    - if it matches the description provided by the seller and has the qualities that such seller presented to the buyer through a sample or model;*
  
    - if it presents the qualities that a buyer can legitimately expect given the public statements made by the seller, the manufacturer or its representative, in particular in the advertising or the labelling;*
  
  - 2° Or if it presents the characteristics mutually agreed upon by the parties or is fit for any special use intended by the buyer, made known to the seller and which the latter agreed to.”*
  
- **Article L. 217-12 of the French Consumer Code:** *“The action resulting from the lack of conformity shall lapse two years after the delivery of the good.”*
  
- **Article L. 217-16 of the French Consumer Code (commercial warranty) :** *“When the buyer asks the seller, within the period of the commercial warranty granted to him at the time of the acquisition or of repair of a good, a restoration covered by the warranty, any period of immobilization of at least seven days comes in addition to the remaining duration of the warranty. This period runs as from the buyer’s request of intervention or as from the time the concerned good is made available for repair, if it is made available after the request of intervention”.*

### With regard to the warranty against hidden defects:

- **Article 1641 of the French Civil Code:** *“The seller is bound by a warranty against hidden defects of the good sold, which make it unfit for the use for which it is intended, or which reduce such use to that point that the buyer would not have bought it, or would only have given a lesser price for it, had he known of them.”*

- **Article 1648, al. 1:** *“The action resulting from redhibitory defects must be brought by the buyer within a period of two years as from their discovery”.*