



EXPRESS WARRANTY

Goods and services (products) sold by Somfy Pty Limited ABN 77 003 917 244 and its related bodies corporate, including Somfy Automation Services Pty Limited ABN 18 143 918 227 trading as Somfy Electrical Services (**Somfy**) come with guarantees that cannot be excluded under Australian Consumer Law. Consumers are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Consumers are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

In addition to all rights and remedies to which consumers may be entitled under Australian Consumer Law and any other relevant legislation, Somfy offers a further express warranty on the terms set out below (**Express Warranty**).

The benefits given to consumers by this Express Warranty are in addition to other rights and remedies that may be available under a law in relation to the products to which this Express Warranty relates. This Express Warranty does not exclude, restrict or modify any such statutory rights or remedies.

Somfy warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship for the warranty periods specified below.

Our warranty covers everything—including electrical components, motors, sensors, controllers and all moving mechanisms. All products sold by Somfy are backed by our 5 year warranty, except as limited or described below:

Somfy Electrical Services

Services supplied by Somfy Electrical Services are warranted to be free from defects in workmanship for a period of 1 year from the date upon which the supply of the service was completed.

Somfy goods installed by Somfy Electrical Services are warranted to be free from defects for a period of 7 years from the date upon which the supply of the service to install the goods was completed.

Other Manufacturers' Products

No warranty – Somfy will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible.

This Express Warranty covers the sale of Somfy products in all countries. Not all of the product lines appearing on this list are marketed by Somfy in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Somfy, as its sole obligation, will repair or replace (at its option) any product, part or component or resupply or fix the problem in relation to any service covered by this warranty and sold after the effective date of this Express Warranty which fails under normal use as a result of a defect in material or workmanship; Somfy will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This Express Warranty extends only to the original purchasers who acquire new product from Somfy, its subsidiaries or its authorised resellers. Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, where a product has been purchased second hand, Somfy will no longer be liable for claims against product warranties.

Any product, part, or component must have been installed, used, and maintained according to Somfy's published instructions. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty. Somfy does not warrant the performance of the product when used in combination with other than original Somfy product.

If the product is not resold, the warranty period starts from the date of purchase. If the product is resold by a Somfy authorised reseller the warranty period is extended to apply from the date of purchase by the original purchaser from the Somfy authorised reseller provided that the extended warranty period will be no longer than the respective warranty period outlined above plus 6 months.

Subject to any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, and without excluding, restricting or modifying any such rights or remedies this document inclusively describes all of the warranties given and remedies available with respect to the Somfy's products and services. Somfy and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, this Express Warranty does not apply in the case of products which:

- have been exposed to extreme environmental conditions;
- have been subject to improper storage;
- have undergone changes in surface finishes due to aging or exposure to light;
- have failed as a consequence of normal wear and tear; or
- have been damaged through usage or prolonged exposure to direct sunlight.

Somfy tests customer supplied items for manufacturing quality only and, without excluding, restricting or modifying any rights or remedies to which you may be entitled under the Australian Consumer Law or other applicable law, does not provide any warranty with regard to these materials.

Somfy's products meet the requirements of national and specific local codes as stated in the price books and other written publications.

TO THE EXTENT ALLOWED BY LAW AND WITHOUT EXCLUDING, RESTRICTING OR MODIFYING THE APPLICATION OR EXERCISE OF ANY RIGHT OR REMEDY TO WHICH YOU MAY BE ENTITLED UNDER AUSTRALIAN CONSUMER LAW OR ANY LIABILITY OF SOMFY IN RELATION TO A FAILURE TO COMPLY WITH A GUARANTEE THAT APPLIES UNDER AUSTRALIAN CONSUMER LAW TO A SUPPLY OF GOODS OR SERVICES, ANY IMPLIED WARRANTIES ARE DISCLAIMED AND, TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

UNLESS REQUIRED BY THE AUSTRALIAN CONSUMER LAW OR OTHER APPLICABLE LAW THAT CANNOT BE EXCLUDED, SOMFY SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Except as stated above, Somfy will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products. Nothing contained herein will or will be considered to exclude, restrict or modify the application or exercise of any right or remedy to which a consumer may be entitled under the Australian Consumer Law, nor any liability on Somfy's part in relation to a failure to comply with a guarantee that applies under the Australian Consumer Law to a supply of goods or services or for death or personal injury resulting from negligence.

Warranty Claim Process

To make a warranty claim please ensure you have the following information:

- Proof of purchase (copy of invoice, point of sale receipt or sales order);
- Image and description of fault;
- Address where the product is currently located; and
- Contact details of the claimant (must correspond to the purchaser's details).

Then please contact Somfy on +612 8845 7200 or via email at orders.au@somfy.com with the details of warranty claim. Somfy will usually respond within 5 working days. Given the nature of the products sold and location of our manufacturing partners, warranty claims are usually finalised within 30 days if the parts are located in Australia. However if the product requires repair using parts that need to be sourced internationally or the product needs to be replaced, this could take up to 3 months.

Note that the customer is responsible for the cost of delivering the product to Somfy and picking it up once the warranty process is complete. If the warranty claim is approved by Somfy, the costs of providing the remedies as set out in this Express Warranty will be covered by Somfy.

Effective 1 July 2017

For more information about our products and services please call +612 8845 7200 or visit us at www.somfy.com.au

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