

Warranty statement

Somfy Pty Limited ABN 77 003 917 244 (**the Seller**) warrants the goods and services (Products) supplied by it to be free from defects at the time of sale of the Products by the Seller to the Customer.

This Warranty Statement should be read subject to Somfy's Terms of Trade.

In addition to all rights and remedies to which consumers may be entitled under Australian Consumer Law and any other relevant legislation, Somfy offers additional warranty terms as set out below. These additional warranty terms do not exclude, restrict, or modify any such statutory rights or remedies.

1. WARRANTY PERIOD

Somfy-branded Products

The Seller warrants the goods manufactured* and supplied by it to be free from defects in materials and workmanship under normal use for a period of 5 years from the time of sale of the goods by Somfy.

The Seller warrants those 230-volt mains powered Somfy motors installed by the Seller's own licensed technicians in residential dwellings to be free from defects in materials and workmanship under normal use for an additional 2 years (7 years in total from the date that the installation of the goods is completed).

The Seller warrants the services supplied by its licensed technicians to be free from defects in workmanship for a period of 1 year from the date that the supply of the service is completed.

BFT-branded Products

The Seller warrants the goods manufactured* and supplied by it to be free from defects in materials and workmanship under normal use for a period of 30 months calculated from the date of manufacture.

The date of manufacture is shown on the products in the form of an impressed code or an applied adhesive label.

*Includes goods manufactured by subsidiaries or related or associated companies of Somfy SA group.

Exceptions to the additional warranty terms described above:

Third Party Manufactured Products - The Seller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible. Standard batteries in remote controls typically are supplied with the manufacturer's 1-year warranty.

TaHoma switch and Connexoon Window RTS - The Seller does not warrant that the operation of the TaHoma switch or Connexoon RTS Box or the TaHoma switch or Connexoon Window RTS Service will be uninterrupted or error-free. This Warranty does not cover software embedded in the TaHoma switch or Connexoon RTS Box and related services provided by the Seller. Please see the Somfy Terms of TaHoma or Connexoon Service for details of your rights with respect to use of the software and related services.

2. EXCLUSION OF WARRANTY

a) The additional warranty terms offered in this Warranty Statement do not apply:

- to a Product or part of a Product that has been installed, serviced, altered, refurbished, or modified by anyone who is not authorised by the Seller or who has done so other than in accordance with the Seller's instructions; or

- to any cosmetic damage such as scratches and dents.

b) The additional warranty terms do not apply neither to damage or defects caused by:

- use with non-Somfy and/or non-BFT Products;
- accident, abuse, misuse, mishandling, flood, fire, earthquake or other external causes;
- exposure to light or extreme environmental conditions;
- normal wear and tear or aging of the product such as changes in surface finishes; or
- operating the Product:
 - outside the permitted or intended uses described by the Seller;
 - not in accordance with instructions provided by the Seller; or
 - with improper voltage or power supply.

This Warranty Statement extends only to the original purchasers who acquire new Product from Somfy (**Customers**). 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.

During the applicable warranty period, to the extent permitted by law, Somfy's liability is limited, at Somfy's election:

In relation to the supply of goods: to replacing the goods or supplying similar goods; repairing the goods; providing for the cost for replacing the goods or for acquiring equivalent goods; and providing for the cost for having the goods repaired.

In relation to the supply of services: to supplying the service again; or providing for the cost of having the services supplied again.

Somfy may repair or replace the Product, part, or component with a comparable or equivalent Product, part, or component.

To the fullest extent permitted by law, all terms, conditions, warranties, and representations with respect to the Products are hereby disclaimed and excluded and in no event shall Somfy be liable for any claims or damages relating to the combination of the Products with any other goods, or for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer in connection with the Products supplied by Somfy to the Customer.

3. SPECIFIC PROVISIONS FOR CONSUMERS

If the Customer is a consumer as defined in the Australian Consumer Law, the following applies:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Please note that a Customer will not be considered to be a consumer if goods are purchased to be resold or to be transformed into a product that is sold by the Customer.

If you have purchased goods from a third party, comprising a Somfy product, you should make contact with the business which supplied the Somfy product to you as they have the primary responsibility to you under Australian Consumer Law.

4. WARRANTY CLAIM PROCESS

To make a warranty claim to Somfy, 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 Customer'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 five (5) working days. Given the nature of the Products supplied 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 three (3) months.

Please refer to Somfy's Terms of Trade for further information regarding Returns.

Effective 1 January 2024