

WARRANTY STATEMENT

Somfy Pty Limited ABN 77 003 917 244 (**Seller**) warrants the goods and services (**Products**) supplied by it for use in Oceania 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 Seller'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, Seller 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

Seller warrants the goods supplied by it to be free from defects in materials and workmanship under normal use for the following periods from the date of sale of the goods by Seller:

- **5 years:** Motors, controls, automation systems;
- **3 years:** Batteries for shutters, gates, garage doors, and solar solutions for these applications; and
- **2 years:** Spare parts.

Seller warrants those 230-volt mains powered Somfy branded 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).

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.

Consumables, including disposable batteries, light bulbs, etc., are not warranted under this Warranty Statement.

SIMU branded Products

Seller warrants the goods supplied by it to be free from defects in materials and workmanship under normal use for the following period from the date of sale of the goods by Seller:

- **5 years:** Motors, electronics products, accessories, Autosun batteries and solar panels sold separately;
- **7 years:** Autosun HZ and BHZ solar solutions for roller shutters and Solishade for awnings (motor, battery and panel); and
- **1 year:** Manual components including cranks, handles and accessories for manual operation and fall protection.

Consumables, including disposable batteries, light bulbs, etc., are not warranted under this Warranty Statement.

BFT branded Products

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 from the date of sale of the goods by Seller.

Consumables, including disposable batteries, light bulbs, etc., are not warranted under this Warranty Statement.

Exceptions to the additional warranty terms described above:

Third Party Manufactured Products- Seller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible.

Warranty terms covering connectivity services, such as TaHoma connected services, offered by Seller or other members of the SOMFY Group are not included in this Warranty Statement but by their own specific and dedicated service conditions as may be found in the relevant App.

2. EXCLUSION OF WARRANTY

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 Seller or who has done so other than in accordance with Seller's instructions;
- to any cosmetic damage such as scratches and dents or other surface imperfections;
- to any Product that has been opened, pierced, broken, disassembled, or cut in a way not authorised by the Seller; or
- poor or non-performance of Products resulting from radio interference or electrical disturbances or failures in telecommunication networks.

The additional warranty terms offered in this Warranty Statement do not apply to damage or defects caused by:

- use of the Products with goods that are not Somfy, SIMU and/or BFT branded Products;
- accident, abuse, misuse, mishandling, shocks or drops, flood, fire, earthquake, wildlife 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 Seller;
 - not in accordance with instructions provided by Seller; or
 - with improper voltage or power supply.

This Warranty Statement extends only to the original purchasers who acquire new Product from Seller (**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, Seller will no longer be liable for claims against product warranties.

During the applicable warranty period, to the extent permitted by law, Seller's liability is limited, at Seller'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.

Seller may repair or replace the Product, part, or component with a comparable or equivalent Product, part, or component. Products presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Product.

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 Seller 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 Seller to the Customer; nor shall the Seller's liability to the Customer exceed the price of the Products supplied by Seller to the Customer (to the extent that is permitted by the law).

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 Product, you should make contact with the business which supplied the goods to you as they have the primary responsibility to you under Australian Consumer Law.

4. WARRANTY CLAIM PROCESS

To make a warranty claim to Seller, 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).

If proof of purchase is not provided and Seller agrees, in its absolute discretion, to process a warranty claim, then the date of manufacture of the goods will be the date from which the warranty period shall commence.

Then please contact Seller on +612 8845 7200 or via email at orders.au@somfy.com with the details of warranty claim. Seller 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 Seller's Terms of Trade for further information regarding Returns.

We retain your personal data for as long as it is necessary for each of the purposes outlined above.

We may however retain certain of your personal data for compliance with applicable laws and regulations (e.g. for tax and audit purposes) and in accordance with our internal data retention rules.

When it is no longer necessary to keep data which can still identify you, we may either delete it, anonymise it or aggregate it so that you are no longer identifiable as a single natural person.

UPDATED AND EFFECTIVE FROM: 1 JANUARY 2026