

## Warranty and Return Statement

### **Warranty**

Somfy Systems, Inc. warrants its motors to be free from defects in material and workmanship under normal and proper use for a period of five years starting from the date stamped on the motor. Drapery motors, mechanical, electrical and electric accessories excluding batteries are warranted for five years from date of invoice.

Somfy's only obligation shall be to repair or replace defective equipment which does not conform to the warranty. Somfy shall not be liable for any injury, loss or damage, direct or consequential, arising out of, or the inability to use, the equipment. Before using, Buyer and/or the ultimate User shall determine the suitability of the product for its intended use, and User assumes all risks and liability in connection therewith.

The foregoing may not be changed except by an Agreement signed by an authorized representative of Somfy. The articles that are replaced pursuant to the terms of this warranty shall be retained by Somfy, and the User is responsible for any freight costs relating to repair or replacement.

**The foregoing warranty is exclusive and in lieu of all other warranties of quality, whether written, oral or implied (including any other warranty of merchantability or fitness for purpose). The following are exclusions from warranty:**

- If usage, adaptation or installation are not in accordance with our installation and operating instructions.
- If the product has been opened, dismantled or returned with clear evidence of abuse or other damage.
- If our written specifications are not properly applied by the Buyer when selecting the equipment.
- If our written instructions for installation and wiring of the electrical connections have not been followed.
- If our equipment has been used to perform functions other than the functions it was designed to handle, namely motorizing window and door enclosures e.g., shades, rolling shutters, awnings and projections screens which subject the Somfy equipment to conditions which exceed its rated capacity. Please consult Somfy about warranty for any uses other than the above.
- If Somfy equipment is used with electrical accessories (switches, relays, etc.) that have not been previously approved in writing by the Somfy Engineering Department.
- If electrical accessories and other components have been used in disregard of the basic wiring diagram for which they were designed.

All costs related to the installation and reinstallation of the Somfy equipment covered by this warranty are not the responsibility of Somfy. Somfy will not be responsible for any consequential damages during the following installation procedures. If the Buyer resells any Somfy products to another Buyer or End-user, it shall include all of the terms and provisions of this warranty in such resale. Somfy's responsibility to any such Third Party shall be no greater than Somfy's responsibility under the warranty to the original Buyer.

### **Returns**

No returns will be accepted without prior written authorization by Somfy. All returns must be accomplished by a Return Authorization Number issued by Somfy, and all unauthorized returns will be refused. The return shipment is to be freight prepaid by the Buyer, and under no circumstances shall the Buyer deduct the value of the returned merchandise from any remittance due.