

# Warranty statement

Goods and services (Products) sold by Somfy Pty Limited ABN 77 003 917 244 (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 additional warranty terms as set out below. These additional warranty terms do not exclude, restrict, or modify any such statutory rights or remedies.

Somfy 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.

Somfy warrants those 230-volt mains powered Somfy motors installed by Somfy'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).

Somfy 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.

\* 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** – Somfy 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.

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

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 Somfy or who has done so other than in accordance with Somfy's instructions;
- to any cosmetic damage such as scratches and dents,

nor do they apply to damage or defects caused by:

- use with non-Somfy 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 Somfy;
  - not in accordance with instructions provided by Somfy; or
  - with improper voltage or power supply.

During the applicable warranty period, Somfy, as its sole obligation and at its option, may repair or replace any product, part or component; or resupply or fix the problem in relation to any service, supplied by Somfy after the effective date of this Warranty Statement, which fails under normal use as a result of a defect in materials or workmanship. Somfy may repair or replace the aforementioned product, part, or component with a comparable or equivalent product, part, or component. Somfy may also pay the cost of the repair, replacement or supply of equivalent products, parts or components, or services.

This Warranty Statement extends only to the original purchasers who acquire new product from Somfy 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.

If the product is not resold, the warranty period starts from the date of purchase from Somfy. 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.

**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 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

**If you have a warranty claim, you should first make contact with the business which supplied the Somfy product to you as they have the primary responsibility to you under Australian Consumer Law.**

If that contact is not satisfactory you may then contact Somfy. Bear in mind that Somfy is only responsible for Somfy products and not for any other goods (including blinds, awnings and shutters) and services which may have been supplied to you by the business which you contracted to provide goods (including Somfy product) and services to you.

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 purchaser's details).

Then please contact Somfy on +612 8845 7200 or via email at [orders.au@somfy.com](mailto: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.

For more information about our products and services please call **+61 2 8845 7200** or visit us at [www.somfy.com.au](http://www.somfy.com.au)

**Effective:** 1 January 2021