

WARRANTY TERMS

Applicable as of from 01st January 2025

SCOPE

These Warranty terms apply to the products under several brands ("Products") sold by Somfy Middle East Co. Ltd ("Seller") a company incorporated and regulated by Jafza Jebel Ali Free Zone in the United Arab Emirates, with a company license number 3732 having its registered office located at Office No. 2218, Tower A, JAFZA One Building, Jebel Ali Free Zone, 61456 Dubai, United Arab Emirates, to customers ("Customer"), which are located in UAE, Qatar, Oman, Saudi Arabia, Bahrain and Kuwait. Customers shall mean all categories of customers including, but not limited to, manufacturers, OEM, installers, distributors etc. The Warranty terms replace the previous terms of the same nature as of their effective date.

DURATION OF THE WARRANTY

For Somfy branded Products:

- Motors, controls and accessories used for roller shutters, interior and exterior blinds and awnings, commercial grilles are guaranteed for 5 years from date of manufacture.
- Motors, controls and accessories used for gates are guaranteed for 5 years from date of manufacture

The date of manufacture appears on most Products. If not, the starting date of the guarantee is the date of the Seller Product invoice.

OPERATION OF GUARANTEE

These Warranty terms apply to Products sold by the Seller intended for professional customers.

The Seller guarantees these Products are free from defects in material or workmanship for the time length stated below and under the conditions and limits of installation and use indicated in the professional guide, Product notices or any other documentation or information intended for professional customers.

Any Product suspected defective can be sent back to the Seller at the customer's cost. The Seller is entitled to require the corresponding invoice from the Customer. If the Product is analyzed by the Seller as defective in material or workmanship, the Seller will send back a new or repaired Product to the Customer.

EXCLUSIONS OF GUARANTEE

This warranty does not apply to malfunctions of Products resulting from the quality of the environment in which they are installed: radio shielding and electrical interference resulting from equipment, electrical constraints, or the quality of the electrical network; failures, disturbances and poor quality of telecommunication networks such as telephone and/or ADSL for Products connected to these media.

The Warranty terms will not apply in the following cases, for example:

- If the Products are damaged as a result of negligence or error in installation or use, including any use outside the original; field of motorization or automation if selection, installation (incl. wiring) or operation of the Products are not in accordance with specifications, installation and operating instructions;
- If selection, installation or operation has not been carried out in accordance to professional standards;

- If the defect is a consequence of a natural phenomenon (such as storm, lightning, etc...) or of an exterior phenomenon, and force majeure cases;
- If Products are used in association with inappropriate products (ex: use of a control or of an accessory not suitable for the motor), or with elements which do not meet the compatibility criteria defined by the Seller;
- whenever the Product functions with software, which is not included in the Product, the guarantee terms of such software are communicated with such software. The lack of respect of instructions concerning the software can cause exclusion of the guarantee of the Products it applies to;
- If the SOMFY Products have been opened, broken, pierced, cut or dismantled;
- For accessories, consumables (batteries, light bulbs etc);
- For Third party products.

Costs related to the original order of the defective Product: processing costs, shipping costs, administrative costs or charges for an associated service and costs for removal, dismantling and reinstalling the Products or for maintenance are excluded from the Warranty.