

WARRANTY AND RETURNS POLICY
SOMFY SOUTH AFRICA (PTY) LTD WITH REGISTRATION NUMBER:
2008/005979/07
(“SOMFY”)

1. ACCEPTANCE OF TERMS AND CONDITIONS (T&Cs)

- 1.1. All provisions as contained in SOMFY’s terms and conditions of sale (“SOMFY’s T&Cs” or “T&C’s”) including any provisions relating to the interpretation of this Agreement is also accessible on SOMFY’s website at www.somfy.co.za and shall apply to this Agreement insofar as it does not conflict with any of the provisions contained herein. In the case of any conflicts, the provisions of this Agreement shall prevail.
- 1.2. The CUSTOMER shall ensure that it understands and is fully aware of the contents of SOMFY’s T&C’s is accessible at www.somfy.co.za may be updated or amended, without any prior notice to him/her, from time to time.

2. RETURNS

- 2.1 No return of PRODUCTS for any reason whatsoever shall be accepted by SOMFY without the prior written consent of SOMFY or its invoicing department or of the after sales service centre authorised by SOMFY.
- 2.2 SOMFY reserves the right to consider and evaluate returns and conditions of refund / repair on a case-by-case basis.
- 2.3 All returns and refunds / PRODUCT replacements are subject thereto that the PRODUCT was manufactured within the preceding year from date of DELIVERY thereof to the CUSTOMER. Thus, no PRODUCT with a manufacturing date of exceeding 1 (one) year prior to the date of DELIVERY may be returned in terms of this clause 2.
- 2.4 Notwithstanding the provisions of clause 2.3, the return of special order PRODUCTS shall only be authorised and accepted by SOMFY if the CUSTOMER is able to prove that the PRODUCT delivered does not reasonably conform to the material specification of the special order placed and accepted by SOMFY in its ORDER ACKNOWLEDGEMENT within 10 (TEN) business days from date of DELIVERY thereof in writing. The onus of proof that the PRODUCT delivered does not reasonably conform to the material specification of the special order placed and accepted by SOMFY in its ORDER ACKNOWLEDGEMENT shall wholly rest on the CUSTOMER. The CUSTOMER shall return the PRODUCTS to SOMFY if it is proven that the PRODUCT delivered does not reasonably conform to the material specification of the special order placed. The CUSTOMER shall receive a full refund of the PRODUCT purchase price within 7 (SEVEN) business days from the date that SOMFY receives the returned PRODUCT.
- 2.5 Notwithstanding the provisions of clause 2.3, orders placed and deliveries made a result of direct marketing as defined by the Consumer Protection Act No 68 of 2008 as amended (“CPA”) by SOMFY may be cancelled by the CUSTOMER within 5 (FIVE) business days from DELIVERY thereof in writing. The onus of proof that this agreement is based on direct marketing shall wholly rest on the CUSTOMER. The CUSTOMER shall return the PRODUCTS to SOMFY if the agreement was proven to be based on direct marketing and upon receipt of the return authority from SOMFY within 10 (TEN) business days. The CUSTOMER shall receive a full refund of the PRODUCT purchase price within 15 (FIFTEEN) business days from date SOMFY receives the returned PRODUCT.
- 2.6 All authorised returns shall be returned to SOMFY’s address herein mentioned.
- 2.7 No CUSTOMER complaint or return of PRODUCTS other than those in clause 2.5 shall be considered, or accepted, or PRODUCTS replaced or refunded, if not reported within 10 (TEN) business days of DELIVERY, except for instances where the warranty provisions hereunder apply.
- 2.8 In order for the CUSTOMER to obtain a refund, the CUSTOMER shall return the PRODUCT within 10 (TEN) business days of SOMFY’s written acceptance of the complaint / proposed return. All removal and SHIPPING costs for purposes of return shall be borne by the CUSTOMER, except in the instances mentioned in clause 2.4 or where SOMFY made an error in preparing the order or where the PRODUCT is not suitable for the purpose of which it was intended.

- 2.9 The value of the credit note issued to the CUSTOMER shall be considered, evaluated and issued by SOMFY on a case-by-case basis.
- 2.10 A credit note for 100% of the amount invoiced for the PRODUCT (excluding tax) shall be issued or refund made within 15 (FIFTEEN) business days from date SOMFY receives the returned PRODUCT provided that the following are satisfied:
- 2.10.1 The returned PRODUCT is identifiable;
 - 2.10.2 The PRODUCT is new and undamaged;
 - 2.10.3 The PRODUCT is returned in its complete undamaged packaging;
 - 2.10.4 The PRODUCT is not a sub-part of a PRODUCT;
 - 2.10.5 The CUSTOMER sends the corresponding invoice on SOMFY's request.

3. WARRANTY

- 3.1 The general manufacture warranty is valid for 5 (FIVE) years from the date of manufacture of the PRODUCTS (as indicated on most PRODUCTS) or the date of issue of the invoice, whichever is earlier.
- 3.2 The SOMFY warranty does not apply to the following situations:
- 3.2.1 Modification of the PRODUCTS without SOMFY's prior written consent.
 - 3.2.2 Use of the PRODUCTS for purposes other than access, closure and sun protection.
 - 3.2.3 Non-compliance with the technical documents and / or instructions for installation and use provided by SOMFY.
 - 3.2.4 Use of the PRODUCTS in association with inappropriate PRODUCTS (e.g. the use of a control or of an accessory not suitable for the motor),
 - 3.2.5 If the defect is a consequence (such as storm, flood, force majeure or natural phenomenon, lightning).
 - 3.2.6 Where the PRODUCTS have been opened or dismantled, broken, drilled or cut.
- 3.3 PRODUCTS returned to SOMFY in terms of clause 3.1 shall either be replaced or repaired at SOMFY's own cost.
- 3.4 This warranty does not include the refund or replacement of batteries or other any other consumables.

4. LIABILITY

The onus of proof shall rest on the CUSTOMER to prove that the PRODUCTS were installed and used to motorise or automate and are intended only for this purpose in the fields of access, closure and sun protection and according to the instructions provided by SOMFY, failing to prove such will exempt SOMFY from any liability for losses or damages incurred.