



DURATION OF THE WARRANTY FROM THE MANUFACTURING DATE MARKED ON TO THE PRODUCTS.

- **5 years:** Tubular engines, the Centris and GM range of engines, the electronic Products, Batteries from the Autosun system and accessories (excluding cells and batteries), BOX and BOX SI engines.
- **2 years:** Liveln idem and plug Hz ON/OFF1
- **1 year:** Manual components and fall-protection devices

EXTENT OF THE GUARANTEE

This warranty applies to all Products from SIMU's catalogue ("Product(s)") sold by SIMU to its professional customers (« Customer(s) »). SIMU warrants these Products against any defect in material or in manufacturing acknowledged by SIMU, throughout the contractual warranty period as mentioned above, and within the conditions and limits of installation and use indicated by SIMU in the Product leaflets or any other document or information that it distributes to its professional Customers.

Notwithstanding the foregoing, this warranty does not apply to the defects of SIMU's Products arising from the quality of the environment where they have been installed:

- Radio interference and electrical parasites arising from equipment, electrical characteristics or the quality of the electric network.
- Failures, disturbances and poor quality of the telecommunication networks such as telephone and/or ADSL telecommunication for the Products connected to these medias.

This warranty covers repair or replacement (at SIMU's option) of the defective Product free of charge by a new or a refurbished product possessing the same functionalities. Products returned under the terms of the warranty and which have been repaired or replaced in compliance with the warranty conditions shall be warranted for an equivalent period of warranty from the date SIMU sends back the repaired or replaced Product.

WARRANTY PROCEDURE

With the purpose of improving the management of the contractual warranty requests, SIMU invites the professional Customer:

- To contact the technical advisors at SIMU's Customer Service, by phone (phone number hereunder), as soon as Customer is able to intervene at the location where the defective Product is installed.

In this framework, the technical advisors of the SIMU's Customer Service shall question the Customer to collect preliminary information. The information concerning this call will be collected and re-transcribed in writing to the Customer (by letter, fax or e-mail).

- To indicate the alleged ground for the return of the Product.
- To add a copy of the above mentioned exchanges to the returned Product when it is sent back to the SIMU's factory.

Products under warranty shall be sent back to SIMU's factory postage prepaid, non-refundable, to the following address:

**SIMU – Service Après-Ventes
(After Sales service)**

Z.I. Les Giranaux

70100 ARC LES GRAY - FRANCE

FAX after sales service: +33 3 84 64 76 96

Tel. Technical advisors: +33 3 84 64 76 32

Fax. Technical advisors: +33 3 84 64 75 57

SIMU reserves the right to ask the Customer for the Product's corresponding invoice.

SIMU agrees, except in the case of the occurrence of a force majeure event as defined by article 1218 of the French Civil Code, to return the products repaired or replaced under the terms of the warranty free of charge, within approximately 2 weeks from the reception date at SIMU's After Sales Service (Arc les Gray - France) of the defective Product. If, after inspection, SIMU does not acknowledge the defect, SIMU shall inform the Customer that the Product shall not be covered by the warranty.

The Customer can request the Product to be return to it, at its risks and expenses, within a month from the date of the information provided hereabove.

Products returned to SIMU under the terms of the warranty and which have been replaced in compliance with the warranty conditions as well as any Products not covered by the warranty and which have not been claimed by the Customer during the period stipulated above will become SIMU's property.

EXCLUSION OF WARRANTY

This warranty only covers the repair or replacement of the Product recognized by SIMU as being defective after examination by SIMU, to the exclusion of any other form of claim of any kind. This warranty shall not be subject to the establishment of any credit note. More particularly, the warranty granted by SIMU does not include:

- Expenses linked to the initial order of the defective Product: handling fees, transport costs, service charges or costs of an associated service;
- Product dismantling and reinstallation costs;
- Products deteriorated due to the negligence or errors of installation or utilization, and especially in the following cases:
 - Utilisation outside the areas of application defined by SIMU, including but not exclusively utilisation outside the field of motorisation and automation of roller shutters, grilles and metallic curtains, sectional doors, blinds and garage doors.
 - Disrespect of the installation instructions (including the connection), of operating and of utilisation, provided by SIMU.
 - Utilisation of associated elements (automation equipment, accessories ...) that do not meet the compatibility criteria as defined by SIMU,
- Products opened, dismantled, broken, drilled, punctured or cut.
- Consumables (cells, or batteries not mentioned in the above list of Products warranted ...)
- Product servicing and maintenance costs,
- The consequences of natural disasters and of force majeure or fortuitous events.
- Tangible or intangible damages, incidental or non-incidental to a defect in the Product.

REQUEST FOR TECHNICAL ASSISTANCE

On Customer's request, SIMU's Technical Advisors may remind by phone, the technical specifications, the conditions and limits of use of SIMU's Products and, and as the case may be, may answer to a phone request for technical assistance to resolve the defects of a Product installed on-site.

The professional Customer remains solely responsible for the installation of the Products and shall, if needed, adapt and complete the information provided by SIMU with regards to its own customers, the applicable legislation and the peculiarities of the concerned site. SIMU's contractual warranty is exclusive of any liability regimes, legal or otherwise attached to SIMU, such as, more particularly, the statutory warranty for latent defects or the regime of joint and several liability between the supplier and the manufacturer as prescribed by the law n° 98.389 of 19 May 1998, as amended.

These terms and conditions have been drafted in French and English. The French version will prevail.