

DMI6 Hz Recall - Replacement Compensation Plan

SIMU is committed to compensating customers and dealers that support this recall's effectiveness through communication as well as identification and replacement of motors at associated installations. The information below outlines this compensation.*

Communication Compensation:

Action	Compensation
Completion of template with installation details associated with recalled product using template provided by SIMU	\$100/List (50 projects)
Communication with dealers regarding the recall using templates provided by SIMU	\$50/Letter sent to dealer

Eligibility for this compensation requires:

Communication Compensation:

- Completion of DMI6 Hz Sell Through Information by January 31, 2023.
- Proof of communication with dealers by January 31, 2023.

Inspection & Replacement Compensation:**

Standard Awning Compensation Examples	1 Motor	2 Motor(s)	3 Motor(s)
Note: Compensation will incrementally increase by \$300 for each additional standard awning replacement motor.	\$600	\$900	\$1,200
Complex Awning Compensation Examples	1 Motor	2 Motor(s)	3 Motor(s)
Note: Compensation will incrementally increase by \$500 for each additional complex awning replacement motor.	\$800	\$1,300	\$1,800
Standard Hurricane Screen Compensation Examples	1 Motor	2 Motor(s)	3 Motor(s)
Note: Compensation will incrementally increase by \$300 for each additional standard hurricane screen replacement motor.	\$600	\$900	\$1,200
Residential Ground Floor Hurricane/Security Shutter Compensation Examples	1 Motor	2 Motor(s)	3 Motor(s)
Note: Compensation will incrementally increase by \$400 for each additional residential ground floor shutter replacement motor.	\$700	\$1,100	\$1,500
Residential Multi-Story Hurricane/Security Shutter Compensation Examples	1 Motor	2 Motor	3 Motor
Note: Compensation will incrementally increase by \$800 for each additional residential multi-story shutter replacement motor.	\$1,100	\$1,900	\$2,700
Commercial Hurricane/Security Shutter Compensation Examples	1 Motor	2 Motor	3 Motor
Note: Compensation will incrementally increase by \$800 for each additional commercial shutter replacement motor.	\$1,100	\$1,900	\$2,700

Inspection & Replacement Compensation:

Eligibility for compensation requires complete and accurate installation and replacement details including the following:

- Dealer Name and Contact Details: Address, phone, email
- Dealer Supplier Name(s)
- End User Name and address details
- Date of Inspection and/or Replacement
- Product Type (Awning, Shutter, Screen, etc.)
- Motor Type/Item number replaced
- Quantity Replaced
- Electrical Installation Type (GFCI /non GFCI)
- Replacement Type indicated by Dealer as defined above
- Uploaded photo of End Product that shows the detail to determine installation type
- Uploaded copy of signed Recall Activities Confirmation Sheet with end user signature
- Return of defective DMI 6Hz units(s) within the Affected Period (March 2018-June 2022) to address provided by SIMU.

Recall process:

SIMU reminds Company that compliance with applicable laws and regulations, including the Consumer Product Safety Act, while engaging within this recall is required.

Any recall activity performed, including any inspection or replacement shall be free of charge for the end-user. SIMU presents this compensation plan to indemnify Company for all necessary recall activity, as per provided terms.

Company shall perform all recall activities and services, including inspection and replacement, in accordance with SIMU installations instructions and in accordance with all applicable laws, rules and regulations, and professional standards.

There shall be no transfer of ownership of the replacement DMI6 Hz motors ordered by and provided to you to perform any recall activities. The transfer of ownership of the replacement DMI6 Hz motors will only be realized to the end-user after installation as replacement of the recalled motors.

Limited Warranty : replacement DMI6 Hz motors replaced as part of this recall comes with a five-year limited warranty for defects in material and workmanship under normal and proper use in accordance with the standard terms and conditions, including disclaimers, available at <https://www.somfypro.com/sales-terms>. Somfy Systems Inc., legal U.S. entity engaging the recall for SIMU S.A.S., will not be responsible for any special, incidental, indirect or

consequential damages that arise as a result of the installation or re-installation of the replacement motors.

Company shall, upon SIMU's request, return the ordered replacement DMI 6 Hz motors to SIMU if Company has not completed the replacement for end-user projects within this recall. SIMU may invoice Company for any replacement DMI6 Hz motors ordered by you that were not timely installed and not returned at SIMU's request. You acknowledge that this recall-related compensation is paid only upon receipt of the information noted above and compliance with the above-stated terms. This compensation plan and the terms herein are limited to the recall process and do not supersede any other contractual terms and conditions applicable as between Company and SIMU.

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Signature: _____ Date: _____

Please return signed agreement dmi6hzrecall@simu.com. Thank you.

*SIMU has subcontracted a third party, Moxie, to facilitate motor replacement and compensation. Once participation in the recall is confirmed by signing this document, access to the third-party site will be shared.

** General guidance on how to determine installation type and compensation category is provided below.

Awning:

- A standard awning is defined as an installation where the motor is easily accessible to remove and replace.
- A complex awning is defined as an installation where the motor is adjacent to a wall and/or installed between two exterior walls and/or where the motor is enclosed in a cassette.

Hurricane Screen:

- A standard hurricane screen is defined as an installation where the motor is easily accessible to remove and replace.

Residential Ground Floor Hurricane/Security Shutter

- A residential ground floor shutter is defined as a shutter installed on the first floor of a residence.

Residential Multi-Story Hurricane/Security Shutter

- A residential multi-story shutter is defined as a shutter installed on the second or higher story of a residence.

Commercial Hurricane/Security Shutter

- A commercial hurricane/security shutter is defined as a hurricane/security shutter installed in a commercial setting.