



ZHEJIANG LIANDA SCIENCE AND TECHNOLOGY Co., Ltd
GENERAL CONDITIONS OF WARRANTY

(Date of enforcement: January 1st, 2019)

WARRANTY COVERAGE

This warranty applies to all products (“Products”) sold by Zhejiang LianDa Science and Technology Co., Ltd. (“LIANDA”), to its professional customers as of January 1st, 2019.

LIANDA warranties these Products against any defect in material or manufacturing acknowledge by LIANDA, throughout the contractual warranty period as provided for below and within the installation and utilization limits indicated by LIANDA in the Products leaflet or any other documentation or information that it distributes to its Customers which constitute part of these conditions.

Notwithstanding the foregoing, this warranty does not apply to the defects of LIANDA’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 LIANDA’s option) free-of-charge of the defective Product by a new or refurbished product possessing the same functionalities.

Products returned under the terms of this warranty and which have been repaired or replaced in compliance with the warranty conditions provided herein shall be warranted for an equivalent period of warranty from the date on which LIANDA re-dispatches the repaired or replaced Product.

Whenever this warranty is called into play during its initial period of validity, it will be renewed for an equivalent period beginning on the date on which LIANDA re-dispatches the repaired or replaced product.

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

LIANDA warranties for a period of **5 years** from the manufacturing date* marked on the Products, the Products listed below:

| | | | | | |
|-------------------|-------------------|-----------------|--------------------|-------------------|--------------------|
| <i>NRO</i> | <i>NR1</i> | <i>NK1</i> | <i>NM1</i> | <i>NR2</i> | <i>NM2</i> |
| <i>NRO-Rn</i> | <i>NR1-Rn</i> | <i>NK1-Rn</i> | | <i>NR2-Rn</i> | |
| <i>NRO-Rn PA</i> | <i>NR1-Rn PA</i> | | <i>NM1-Rn PA</i> | <i>NR2-Rn PA</i> | <i>NM2-Rn PA</i> |
| <i>NP35</i> | <i>NP45</i> | <i>NPK45</i> | <i>NPM45</i> | <i>NP59</i> | <i>NPM59</i> |
| <i>NP35 Rn</i> | <i>NP45 Rn</i> | <i>NPK45 Rn</i> | | <i>NP59 Rn</i> | |
| <i>NP35 Rn PA</i> | <i>NP45 Rn PA</i> | | <i>NPM45 Rn PA</i> | <i>NP59 Rn PA</i> | <i>NPM59 Rn PA</i> |
| <i>NB25 RV</i> | <i>NO25</i> | <i>NC50</i> | <i>CONTROLS</i> | | |

LIANDA warranties for a period of **3 years** from the manufacturing date marked on the Products, the Products listed below:

| | | | | |
|-------------------|-------------------|--------------|-------------------|--------------------|
| <i>NO35</i> | <i>NO45</i> | <i>NOM45</i> | <i>NO60</i> | <i>NOM60</i> |
| <i>NO35 Rn</i> | <i>NO45 Rn</i> | | | |
| <i>NO35 Rn PA</i> | <i>NO45 Rn PA</i> | | <i>NO60 Rn PA</i> | <i>NOM60 Rn PA</i> |



*For the purpose of this provision, the manufacturing date shall mean the date that appears on most Products. Should no date be marked on the Products, the date on which warranty period shall begin is the date provided on the related Product' invoice drawn up by LIANDA.

WARRANTY OPERATIONS

I. PROCESS

With the purpose of improving the management of the contractual warranty requests, LIANDA invites the Customer to contact the technical advisors at LIANDA's Customer Service by email technical.lianda@somfy.com and fill the official form entitled 'Customer Complaint' (as provided in Annex 1, and also available on www.tube-motors.com).

Upon LIANDA's request, the return of alleged defective Products, under warranty conditions, must be made carriage paid and non-reimbursable and at the Customer's risks to the following address:

ZHEJIANG LIANDA SCIENCE AND TECHNOLOGY CO., LTD – Quality Department
Qiang Yuan Road, Technology & Industrial District Nanxun
313009 Huzhou, Zhejiang, China
PHONE: +86 572 37 87 555

II. ANALYSIS

If the Product is analysed by LIANDA as defective in material or workmanship, LIANDA agrees, except in the case of the occurrence of a force majeure event, as defined below, to send back a new or repaired Product to the Customer, prior together with a forthcoming order (within three months from the day Customer's complaint on the defective Product has been recognised valid by LIANDA under the warranty conditions.) or directly by post at LIANDA's cost in any extraordinary cases.

- LIANDA reserves the right to request the Product's corresponding invoice from the Customer.

For the purpose of this provisions, a force majeure event shall mean any event beyond LIANDA's reasonable control such as without limitation, war, terrorist act, strikes, epidemics, interruption of transportation, lack of raw materials, accidents of any cause, leading to partial or total inactivity in LIANDA's workshops.

If, after examination, LIANDA does not recognise that the Product is defective, LIANDA shall inform the Customer that the Product cannot be covered by the warranty. The Customer may then request for the Product to be returned to it at its risks and expenses within a month from the date of the information provided hereabove.

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

WARRANTY EXCLUSIONS

To the extent permitted by the applicable laws, this warranty only covers the repair or replacement of a Product recognised by LIANDA as being defective after examination by



LIANDA, 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 LIANDA does not include / cover:

- 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 negligence or errors of installation or utilisation, and especially in the following cases:
 - utilisation outside the areas of application defined by LIANDA, including but not exclusively utilisation outside the field of motorisation or automation of roller shutters, blinds, gates, garage doors steel grids;
 - Non-compliance with the instructions for installation (including electrical connections and supply), for operation and utilisation provided by LIANDA;
 - Utilisation of associated elements (automation systems, accessories, etc.) that do not meet compatibility criteria as defined by LIANDA.
 - Non-compliance with standards and legislation applicable to the Products that are in force in the country of use.
- Products opened, dismantled, broken, drilled, punctured or cut;
- Consumables (cells, or batteries, etc.);
- Product servicing and maintenance costs;
- Consequences of natural disasters and cases of force majeure or fortuitous events;
- Tangible or intangible damages, damages to property or loss of use incidental or non-incidental to the defect on the Product.
- 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.
- Whenever the Product functions with a 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.

LIABILITY

This guarantee comes in lieu of all liability regulations. As a result, unless made compulsory by applicable laws or administrative order, LIANDA will not be liable for any cost, injury, loss or damage, direct, indirect or consequential, arising out of the installation, use, or inability to use a Product.

No liability may be sought or attached to LIANDA for any reason whatsoever, unless it is duly proven that the Products have been installed and used in compliance with instructions provided by LIANDA.

LIANDA will under no circumstances be held liable if the Customer does not prove that the Products have been selected, installed and operated with respect to the various instructions given by LIANDA.

LIANDA's Customer shall determine the suitability of the Product for its intended use, and inform his/her own customers as required by the applicable laws; he/she bears all risks and liability in connection therewith.



In any case, unless made compulsory by applicable laws or administrative order, LIANDA's liability to any third party shall be no greater than LIANDA's guarantee commitments towards its own Customer.

The express warranty set out in these General Conditions of Warranty is exclusive of any other warranties. Any and all other express or implied warranties or representations, including but not limited to warranties of merchantability, warranty for latent defects, fitness for a particular purpose, or the joint and several liability regimes between the supplier and the producer, are hereby excluded. They are no warranties which extend beyond those provided in these General Conditions of Warranty.

APPLICABLE LAW AND JURISDICTION

These General Conditions of Warranty and the relations between LIANDA and the Customer shall be construed, governed, interpreted and enforced exclusively in accordance with the law of the People's Republic of China ("PRC") and more especially, the United Nations Convention on Contracts for the International Sale of Goods ("Vienna Convention") which came into force on 1st January 1988 in case the Products are exported outside of the PRC. In case of discrepancy between the present General Conditions of Warranty and the Vienna Convention, the present General Conditions of Warranty shall prevail.

In case of any dispute arising out of, or related to, or in connection with the performance of these General Conditions of Warranty and related agreements, the dispute shall be submitted to Shanghai Economic and Trade Arbitration Commission ("SHIAC") in accordance with the SHIAC Rules, as effective at the time when application is submitted. The language of the arbitration shall be Chinese and English. The arbitration award shall be final and binding upon the Parties. The losing Party shall bear the arbitration fee and the reasonable attorney's fee of the winning Party.

Customer Complaint Form

Customer name:

Date:

| General Claim Description | | | | |
|------------------------------|---|-----|------|-----|
| Product name: | | | | |
| Manufacturing code: | | | | |
| Product reference: | | | | |
| Product quantity: | Inventory | pcs | Sold | pcs |
| Related PO number: | | | | |
| Claim type: | <input type="checkbox"/> setting <input type="checkbox"/> noise <input type="checkbox"/> mechanical <input type="checkbox"/> electronical <input type="checkbox"/> others | | | |
| Date of product invoice | | | | |
| Product's manufacturing date | | | | |

| Problem description | |
|----------------------|--|
| Occur time: | |
| End-product type: | |
| Attached file: | |
| General description: | |

| Solutions | |
|--|--|
| Defect sample requirement: | |
| Problem recognized as defective: | <input type="checkbox"/> yes <input type="checkbox"/> no |
| Curative solution (within 3 days): | Due date: |
| Final Solution (within 7 days): | Due date: |
| In case of replacement, delivery due date: | |