



All SIMU motors and mechanical accessories carry a 5 year limited international warranty*. Simu's controllers and electronic accessories carry a two year limited international warranty*.

· Warranty is effective from the date of invoice.

Obligations

SIMU's only obligation shall be to repair or replace, with the least possible delay, defective equipment which does not conform to the warranty without any other indemnity relating to installation and re-installation or consequential damages.

SIMU shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use of, or the inability to use, the equipment. Before using, the Buyer and/or the end User shall determine the suitability of the product for its intended use, and User assumes all risks and liability in connection therewith.

The articles that are replaced pursuant to the terms of this warranty shall be retained by SIMU.

All costs related to installation and re-installation of the SIMU equipment covered by this warranty are not the responsibility of SIMU.

The user is responsible for any freight costs relating to repair or replacement. SIMU will not be responsible for any consequential damages during or following installation procedures.

If the buyer resells any SIMU products to another buyer or end-user, it shall include all of the terms and provisions of this warranty in such resale. SIMU's responsibility to any such third party shall be no greater than SIMU's responsibility under the warranty to the original Buyer.

Exclusions

The following are exclusions from warranty:

- 1. If usage, adaptation or installation are not in accordance with our written installation and operating instructions.
- 2. If the product has been opened, dismantled or returned with clear evidence of abuse or other damage.
- 3. If our written specifications are not properly applied by the Buyer when selecting the equipment.
- 4. If our written instructions for installation and wiring of the electrical connections have not been followed.
- 5. If our equipment has been used to perform functions other than the functions it was designed to handle, namely motorising windows and door enclosures, eg. shades, blinds, roller shutters and grilles, awnings, and screens. Please consult SIMU about warranty for any uses other than the above.
- 6. If SIMU equipment is used with electrical accessories (switches, relays, etc.) that have not been previously approved in writing by SIMU's Technical Department.