

16. Warranty terms and conditions

16.1 Limited Lifetime Warranty

WARRANTY COVERAGE. Sommer Antriebs- und Funktechnik GmbH (“**Sommer**”) extends this Limited Warranty to the original consumer purchaser (“**Purchaser**” or “**you**”) of a Sommer Garage Door Opener (the “**Product**”) from Sommer or one of its authorized dealers.

The Limited Warranty on the Product is not transferable by the original Purchaser and is valid for the initial installation only. If the Product is resold or otherwise provided by Purchaser to someone else, this Limited Warranty will not thereafter apply, and Purchaser is solely responsible for any and all warranty claims.

WARRANTY PERIOD. The Limited Warranty will be effective from the date of purchase or initial installation, whichever is earlier, and will continue for the period set forth below (“**Warranty Period**”). Any Limited Warranty claims must be made within thirty (30) days after Purchaser is aware of the alleged non-conformity and, in any event, within the applicable Warranty Period. ANY CLAIMS AFTER SUCH PERIOD WILL BE BARRED.

LIMITED LIFETIME WARRANTY.

Motor: The 24 Volt DC motor under normal use will be free from defects in material and workmanship for as long as the Purchaser occupies the residence in which the Product was first installed (“**Residence**”); provided the Product is installed in accordance with the applicable Sommer installation manual.

Parts: Rail, chain, circuit boards and hardware will be free from defects in material and workmanship for a period of six (6) years.

Product Accessories (transmitter, wall station, safety sensors, etc.) will be free from defects in material and workmanship for a period of two (2) years.

Spare Parts: Sommer intends to have spare parts available for a period of ten (10) years from the date of purchase.

EXCLUSIONS. The Limited Warranty does not apply to:

- Consumables and replaceable parts which routinely wear out over time such as LEDs, batteries and fuses.
- Programming of any remote control devices.
- Damage to the Product or Product Accessories caused: (i) during or after delivery; (ii) by normal wear and tear; (iii) by use under circumstances exceeding Sommer’s specifications or limitations or contrary to any instructions or information contained in Sommer’s installation, operating or maintenance manuals (as supplemented from time to time by Sommer); (iv) by unauthorized or improper repair or alteration; (v) by non-original equipment manufacturer spare

parts or components; (vi) by failure to provide reasonable and necessary maintenance; (vii) by improper storage, handling, installation or use; (viii) by corrosion, erosion, abrasion or similar causes; (ix) by accident or neglect; (x) by events or causes beyond Sommer’s reasonable control, including disaster and acts of God; and (xi) by the garage door, garage door hardware (including, but not limited to, springs, locks, rollers, rails, hinges, alignment of rails, or alignment of hinges), and other parts not supplied by the manufacturer.

- Purchases of Product and Product Accessories outside the United States.

HOW TO RECEIVE SERVICE. In order for the Limited Warranty to apply, and in order to be eligible for service under this Limited Warranty, Purchaser **MUST**: (a) inspect the Product and Product Accessories immediately upon receipt as well as after installation and (b) within thirty (30) days of the purchase of the Product either (i) return the Warranty Registration Card attached below or (ii) register online at <http://www.sommer-usa.com/warranty-registration>. THE TIMELY RETURN OF THE WARRANTY REGISTRATION CARD OR REGISTRATION OF THE LIMITED WARRANTY ONLINE IS A CONDITION PRECEDENT TO OBTAINING COVERAGE UNDER THIS LIMITED WARRANTY.

If problems exist with any Product or Product Accessories, first consult the troubleshooting section of the installation and operation manual or the online guide and tips available at www.sommer-usa.com. If problems persist, please call 1-877-766-6607 between the hours of 8:00 AM to 6:00 PM Eastern Time, Monday through Friday to speak with a customer service technician or by writing to:

Sommer Service Center
1430 West Pointe Drive, Suite Q
Charlotte, NC 28214
Email: info@sommer-usa.com

If the customer service technician cannot solve the problem over the phone, Purchaser may be directed to remove and ship, both at Purchaser’s risk and expense, the Product and/or Product Accessories to Sommer or an authorized service center for diagnosis or repair, in which case Purchaser will be provided with shipping information, packaging instructions and a return merchandise authorization number. DO NOT SHIP THE PRODUCT OR PRODUCT ACCESSORIES UNTIL

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SOMMER ISSUES A RETURN AUTHORIZATION. PURCHASER MUST PROVIDE A COPY OF THE PURCHASE RECEIPT OR OTHER PROOF OF PURCHASE (INCLUDING THE DATE AND LOCATION OF PURCHASE).

WHAT SOMMER WILL DO. As Purchaser's sole and exclusive remedy for any Product or Product Accessories which Sommer finds to be non-conforming and covered by the Limited Warranty, Sommer will, at Sommer's sole discretion, either: (a) repair the Product or Product Accessories or (b) provide a replacement Product or Product Accessories at no charge, and ship the repaired or replaced Product or Product Accessories to the Purchaser pre-paid. Sommer reserves the right to discontinue or make changes to any Product and Product Accessory without notice. Sommer also reserves the right to use either new or reconditioned parts or parts of comparable quality and price to repair or replace non-conforming Products or Product Accessories covered by the Limited Warranty.

Any replaced parts become Sommer's property. REPAIRS OR EXCHANGES PERFORMED UNDER THIS LIMITED WARRANTY DO NOT EXTEND THE WARRANTY PERIOD. If Sommer determines that any Product or Product Accessory is not covered by the Limited Warranty, Purchaser will be given a price quote for the repair and return of the Product or Product Accessory.

Purchaser is responsible for all labor costs, including re-installation charges, associated with the installation of the repaired or replaced Product or Product Accessory in the Residence.

LIMITATIONS.

ALL IMPLIED WARRANTIES FOR THE PRODUCT AND PRODUCT ACCESSORIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE RESPECTIVE LIMITED WARRANTY PERIOD SET FORTH ABOVE, AND NO IMPLIED WARRANTIES WILL EXIST OR APPLY AFTER SUCH PERIOD FOR THE PRODUCT AND PRODUCT ACCESSORIES. **Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

UNDER NO CIRCUMSTANCES SHALL SOMMER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING FROM OR RELATING TO THE USE OF, INSTALLATION OF, DEFECT IN, INABILITY TO USE, OR PROPERTY DAMAGE CAUSED BY THE PRODUCT, THE PRODUCT ACCESSORIES OR OTHERWISE, EVEN IF SOMMER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. **Some states do not allow the exclusion or lim-**

itation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

IN NO EVENT SHALL SOMMER'S LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE PURCHASE PRICE OF THE PRODUCT OR PRODUCT ACCESSORY AT ISSUE.

This Limited Warranty is the only warranty Sommer gives to Purchaser. No dealer, distributor, sales representative, employee or other person is authorized to offer or establish additional warranties or remedies or to expand or otherwise modify this Limited Warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.