

Five Year Limited Warranty for Commercial Lighting Controls

Crestron Electronics, Inc.

Last Updated: 08 July 2022

1. Scope

1.1 This limited warranty is issued by Crestron Electronics, Inc. together with its subsidiaries and affiliates, excluding Crestron Europe BV, (collectively “**Crestron**”), and is applicable only to: Crestron commercial lighting dimmers and switches, sensors, keypads, lighting enclosures, terminal blocks, power supplies, thermostats, and control processors (“**Products**”) when dedicated for use as part of a commercial lighting control system (“**System**”), provided that the customer of such Product or System (“**Customer**”) purchased it directly from Crestron, an authorized Crestron dealer, or other reseller authorized by Crestron (collectively “**Authorized Reseller**”).

1.2 This warranty is a limited warranty and gives you specific legal rights. You may also have additional rights under applicable law, which vary from jurisdiction to jurisdiction, and this limited warranty does not affect such rights. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitation or exclusion under this limited warranty may not apply to you.

1.3 This limited warranty expressly excludes: faceplates, circuit breakers, Ethernet switches, batteries, lamps, and any product not dedicated for lighting control purposes.

1.4 This warranty applies in the territory where the Products are distributed by Crestron, via an Authorized Reseller.

1.5 Customer acknowledges and agrees that use of the System, or any part thereof, constitutes acceptance of all terms and conditions of this warranty. Any subsequent addition to the System provided by Crestron will be governed by a separate limited warranty issued at the time of purchase.

2. Limited Warranty

2.1 Subject to the exclusions and restrictions in this warranty, Crestron warrants that if its Products are found to exhibit defects in material or workmanship under normal use within five (5) years from the date of start up by Crestron or a Crestron approved third party, or the date of Crestron’s shipment of the Product if the Product was not purchased with start up, so long as Customer promptly notifies Crestron via an Authorized Reseller of the defect, Crestron will, at its sole discretion, either: (a) provide a replacement product; (b) repair the defective Product as long as the parts/components required for repair are commercially available; or (c) issue a credit against the purchase price of comparable replacement product purchased from an Authorized Reseller.

2.2 For Systems that utilize custom programming to qualify under this warranty, Crestron must be provided with the *.SMW archived file for the System.

2.3 Replacement parts for the System provided by Crestron or, at its sole discretion, an Authorized Reseller or other vendor authorized by Crestron may be new, used, repaired, reconditioned, and/or made by a different manufacturer. The warranty period for any replacement Product or repaired defective Product shall be limited to the unexpired portion of the warranty on the originally purchased Product.



3. Terms and Conditions of Limited Warranty

3.1 Customers should inquire the Authorized Reseller regarding the nature and extent of the Authorized Reseller's warranty, if any. This warranty is provided only to Customers that originally purchased the Product and shall not extend to subsequent owners. This warranty does not cover, and Crestron is not responsible for labor costs to diagnose, remove, repair, replace, reinstall, and/or program any Product.

3.2 This warranty shall be null and void, and Crestron shall have no liability under the terms of this warranty, if the Product or System was not installed by an Authorized Reseller or a Certified Commercial Lighting Control Provider; if a networked Product or System was not activated by a Certified Crestron Commercial Lighting Agent; or if the Product or System has been used in an application or environment other than that for which it was intended or if it has been subjected to misuse, abuse, accidental damage, modification, improper repair or installation procedures or adverse environmental factors, including, but not limited to: use of incorrect line voltages; improper wiring; improperly rated fuses or circuit breakers; improper or insufficient ventilation; failure to maintain equipment under the specified ambient temperature limits; use of incompatible devices or accessories; use of cables not approved by Crestron; unauthorized repairs, modifications, or adjustments; failure to install, repair, maintain, and operate the System pursuant to the operating instructions or technical information provided by Crestron; failure to comply with the applicable provisions of the local Electrical Code and Safety Standards; relocation of the System or the Products to another physical location; vandalism including by a virus or computer hacker; or other events beyond Crestron's control, such as, but not limited to, acts of the Customer or an end user, acts of God, acts of civil or military authority, governmental actions, fires, lightning, flooding, tornados, earthquakes, hurricanes, epidemics, quarantine restrictions, strikes, riots, wars, sabotage, terrorism, or labor disputes. This warranty does not cover any Product that has had the serial number altered, defaced, or removed.

3.3 THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY TO CUSTOMER. IN NO EVENT SHALL CRESTRON BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (PROPERTY OR ECONOMIC DAMAGES INCLUSIVE) ARISING FROM THE SALE OR USE OF THE PRODUCT. CUSTOMER ASSUMES AND WILL HOLD CRESTRON HARMLESS WITH RESPECT TO ALL SUCH LOSSES. Crestron's liability on any claim for damages arising out of or in connection with the manufacture, sale, installation, delivery, or use of the unit shall never exceed the purchase price of the unit. Crestron is not liable for any claim made by a third party or made by Customer for a third party.

3.4 Further, Crestron shall have no liability for any claims of infringement of any patent, trademark, copyright or other intellectual property for the following: (a) if the Products are used in combination with other third party products or without Crestron's express authorization; (b) if the Products were modified by anyone other than Crestron; (c) for the use or sale of the Product other than as specified and authorized in Crestron's documentation; or (d) for the use or sale of any version of Crestron software other than the most current version.

3.5 EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, CRESTRON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR AUTHORIZES ANY OTHER PARTY TO OFFER ANY WARRANTY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DURATION OF ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THIS WARRANTY PERIOD.

3.6 This warranty supersedes any and all previous warranties and Crestron's obligations under any implied warranties shall be limited to the terms of this express warranty. Crestron reserves the right to amend this warranty from time to time. However, to the extent that any amended warranty materially changes Crestron's warranty obligations, such amendments will not apply to Product orders already placed and accepted by Crestron.

4. To Make a Warranty Claim

4.1 To make a warranty claim, promptly notify Crestron by contacting the Customer Support Center at support@crestron.com or visit our website at www.crestron.com to obtain additional local contact information. You may also contact your Authorized Reseller. Crestron, in its sole discretion, will determine what action, if any, is required under this warranty. No Products may be returned for credit, exchange, or service without prior authorization from Crestron. If your products are authorized for return, Crestron or your Authorized Reseller will provide further instruction regarding the Return Material Authorization ("RMA") process. Products may not be returned without an RMA number.

4.2 Most problems can be corrected over the phone through close cooperation between Customer and the Crestron Customer Support Center. To better enable Crestron to address a warranty claim, please have the Product's serial and model numbers as well as its current operating system version, if applicable. If Crestron, in its sole discretion, determines that an on-site visit or other remedial action is necessary, Crestron may coordinate the dispatch of a representative from an Authorized Reseller, to Customer's site, and/or coordinate a warranty service call between Customer and an Authorized Reseller.

5. Governing Law and Dispute Resolution

5.1 This warranty shall be governed by and construed in accordance with the laws of the State of New Jersey, United States of America, without regards to conflict of laws principles. The United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions of the warranty shall remain in full force and effect.

5.2 In the event of any dispute arising between the parties in connection with or relating to this warranty, the parties agree that such dispute shall be resolved amicably, if possible.

5.3 Failing an amicable resolution, disputes shall be brought as follows:

(a) For disputes regarding Products distributed by Crestron Electronics, Inc., those disputes shall be brought before the US Federal District Court, District of New Jersey or Superior Court of New Jersey, Bergen Civil Division;

(b) For disputes regarding Products distributed by Crestron ANZ Pty. Ltd., those disputes shall be brought before the courts of New South Wales (Australia); and

(c) For disputes regarding Products distributed by Crestron Singapore Pte. Ltd., those disputes shall be brought before the Singapore Courts.

6. Contact Crestron

If you have any questions or concerns regarding a Crestron product or this warranty, please contact Crestron at any of the following.



Via e-mail: support@crestron.com

Via post:

The Americas:

Crestron Electronics, Inc.
15 Volvo Drive
Rockleigh, NJ 07647 USA

ANZ:

Crestron ANZ Pty. Ltd.
Level 5, 15 Help Street,
Chatswood NSW 2067, Australia

Asia:

Crestron Singapore Pte. Ltd.
30 Cecil Street
#21-05, Prudential Tower
Singapore 049712

Via phone:

Please visit www.crestron.com to find the phone number for Crestron support in your region.

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