

# Standard Terms and Conditions of Sale

## Crestron Electronics, Inc.

Last Updated: 12 May 2022

### 1. Scope

These Standard Terms and Conditions of Sale (the “**Terms**”) are issued by Crestron Electronics, Inc., together with its subsidiaries and affiliates, excluding Crestron Europe BV, (collectively “**Crestron**”) and applies in the country and territory where Crestron products (“**Products**”) are distributed by Crestron, and are applicable to Crestron’s sale of Products to its authorized dealers with current dealer agreements or to other parties authorized by Crestron under current reseller agreements (collectively “**Authorized Resellers**”). Possession of Crestron’s price list does not constitute the right to purchase the Products.

### 2. Dealer / Reseller Agreement

In case of any inconsistency between a Dealer Agreement or other Authorized Reseller agreement and these Terms, the terms and conditions in place at the time of an order shall prevail, except if otherwise agreed to in writing by Crestron.

### 3. Order Acceptance and Terms of Sale

**3.1** All orders for Products are subject to acceptance and acknowledgment by Crestron. No order shall be binding upon Crestron until so accepted.

**3.2** The terms of sale are Net Thirty (30) days from date of invoice upon approved credit. However, Crestron reserves the right to ship Products cash-on-delivery (**C.O.D.**) or require prepayment based on the buyer’s financial condition or credit history. A two percent (2%) per month service fee shall be charged on accounts that are thirty (30) days or more overdue. The minimum order amount is twenty-five U.S. dollars (\$25).

**3.3** All orders for Products are subject to these Terms. Crestron reserves the right to amend the Terms from time to time. However, to the extent that any such amended terms impose materially significant additional obligations on Authorized Resellers, these amended terms will not apply to orders already placed and accepted by Crestron.

**3.4** All Crestron price lists are subject to change by Crestron without notice, prior to its acceptance of an order. Prices cover Products only, and do not include any customized programming or other customization.

**3.5** Crestron shall not be affected by or responsible for any credit extended by the Authorized Reseller to its own customers.

**3.6** Crestron shall have the right to cancel any order placed by Authorized Reseller, or to delay shipment thereof, if Authorized Reseller fails, or has failed, to meet any of its payment obligations hereunder. Non-acceptance, cancellation, or delay of such orders shall not be construed as a termination or breach of the Dealer Agreement or other Authorized Reseller agreement by Crestron.



**3.7** Authorized Reseller shall be responsible to Crestron for payment for each shipment even if such shipment represents only a portion of the Products purchased under Authorized Reseller's purchase order.

**3.8** Crestron reserves the right, in its sole discretion, to charge a 15% fee, plus shipping costs (where applicable), on orders placed and then canceled by the Authorized Reseller before or after delivery or shipment.

**3.9** Sales tax, or any other tax, is not included in prices published in any Crestron price list. The omission of tax should not be construed as basis for exemption. If used in a taxable manner, Authorized Reseller bears the responsibility of remitting applicable taxes directly to the appropriate tax authorities.

## **4. Merchandise Returns / Repair Service**

**4.1** No Products may be returned for credit, exchange, repair, or replacement without prior written authorization from Crestron. Authorized Reseller must contact Crestron and request a Return Materials Authorization ("RMA") number. Authorized returns must be shipped freight prepaid to Crestron, at its designated address, with RMA number clearly marked on the outside of all cartons. Shipments arriving freight collect or without an RMA number shall be subject to refusal. Authorized Reseller shall, in addition, provide information specifying the nature of the problem, name and phone number of the contact person, RMA number, and return address.

**4.2** Except as set forth herein, Crestron reserves the right in its sole discretion to charge a 15% restocking fee on any returned Products.

## **5. Return for Credit**

**5.1** Crestron has the right to decline any credit return requests.

**5.2** Products returned for credit **less than thirty (30) calendar days** from date of delivery or shipment are not subject to a restocking fee provided the Product is in original packaging, contains all accessories, and references an RMA number.

**5.3** Products returned for credit **31 to 60 calendar days** from date of delivery or shipment require a replacement purchase order of equal or greater value to avoid a restocking fee. Products must be returned in the original packaging, contain all accessories, and reference an RMA number.

**5.4** Products returned for credit **61 to 90 calendar days** from date of delivery or shipment require a replacement purchase order of equal or greater value and are subject to a 15% restocking fee. Products must be returned in the original packaging, contain all accessories, and reference an RMA number.

**5.5** Products may not be returned for credit **ninety (90) or more calendar days** from the original date of delivery or shipment.

**5.6** Authorized Reseller shall pay freight charges associated with the return of any Products for credit.

## **6. Advance Replacements**

**6.1** "Advance Replacement" means a direct replacement Product that is shipped by Crestron prior to Crestron receiving the original Product which is claimed to exhibit defects in material or workmanship, under



normal use, in conformity with and falling under Crestron's warranties, located at [www.crestron.com/warranty](http://www.crestron.com/warranty). Advance Replacements may be shipped by Crestron, subject to the above RMA procedures during the term of the applicable Crestron warranty. The claimed defects are subject to validation by Crestron technical support personnel.

**6.2** Crestron must receive returns of the original Product, for which an Advance Replacement has been issued.

**6.3** Original Products returned in exchange for an Advance Replacement **less than sixty (60) calendar days** after the date of the applicable RMA are not subject to a restocking fee.

**6.4** In the event that the original Product is not returned within **sixty (60) calendar days** after the date of the applicable RMA, the Authorized Reseller will be charged the cost of a replacement Product.

**6.5** Original Products returned in exchange for an Advance Replacement **61 to 90 calendar days** after the date of the applicable RMA are subject to a 15% restocking fee.

**6.6** In the event that the original returned Product is found to have damages that are not covered by a Crestron warranty, Authorized Reseller will be subject to a repair fee not to exceed the cost of a replacement Product.

**6.7** The cost of shipping the Advance Replacement by standard ground carrier will be paid by Crestron, however in the event the original Product is not returned, or the original returned Product is found to have damages that are not covered by a Crestron warranty, Crestron reserves the right to charge Authorized Reseller for the shipping costs.

## **7. Warranties**

Crestron warrants its products to be free from manufacturing defects in materials and workmanship under normal use and service, as set forth in its warranties, located at: [www.crestron.com/warranty](http://www.crestron.com/warranty).

## **8. Export / Import and Regulatory Compliance**

**8.1** Crestron is subject to U.S. sanctions laws and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (**OFAC**). As such, Authorized Reseller shall not, directly or indirectly, distribute Products or provide any related services:

(a) to or through any location embargoed under U.S., E.U., or U.K. economic sanctions, including without limitation Iran, North Korea, Cuba, the Donetsk People's Republic (**DNR**), Luhansk People's Republic (**LNR**), or Crimea regions of Ukraine, or Syria ("**Sanctioned Location**");

(b) to any individual or entity on any listed on any restricted parties list issued by any U.S., E.U., U.K. or other applicable governmental entity or international organization ("**Restricted Parties List**"); or

(c) in violation of any applicable U.S., E.U, U.K or other applicable domestic or international import/export, asset control or trade restriction, as the same may be amended from time to time.

**8.2** Authorized Reseller represents that neither it, nor one or more entities owning a total of 50% or more of Authorized Reseller (a) are located in a Sanctioned Location; or (b) are listed on any Restricted Parties List.



## 9. Governing Law and Dispute Resolution

**9.1** These Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, United States of America, without regard 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 shall remain in full force and effect.

**9.2** 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.

## 10. Contact Crestron

If you have any questions or concerns regarding a Crestron product or these Standard Terms and Conditions of Sale, please contact Crestron at any of the following.

Via e-mail: [support@crestron.com](mailto:support@crestron.com)

Via post:

**The Americas:**

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

**Australia and New Zealand:**

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](http://www.crestron.com) to find the phone number for Crestron support in your region.

