

Crestron Flex Care Terms & Conditions

Effective Date: 12 May 2021

1. Scope

Crestron Flex Care (the “**Plan**”) is a subscription support plan offered by Crestron Electronics, Inc. and/or its subsidiaries and affiliates (together “**Crestron**”), for purchase through Authorized Resellers in the United States, Canada, Australia, New Zealand, select regions in Europe, and such other locations as authorized by Crestron from time to time, in connection with the purchase of Crestron Flex conference systems (the “**Eligible Products**”). The complete list of Eligible Products can be found at <https://www.crestron.com/Products/Featured-Solutions/Crestron-Flex>.

2. Benefits

The benefits below are available throughout the subscription period for which Plan coverage for Eligible Products has been purchased:

2.1 Five Year Extended Limited Warranty.

The Plan extends the Crestron Standard Limited Warranty coverage period from three (3) years to a period of up to five (5) years for all Crestron-branded components of the Eligible Products, when Plan coverage is maintained for the extended warranty period, as further described below. The Crestron Standard Limited Warranty, located at <https://www.crestron.com/Legal/sales-terms-conditions-warranties/Standard-Limited-Warranty>, applies to all third-party branded components, including without limitation the UC-Engine and standalone cameras, included in the Eligible Products. Warranty coverage and Advance Replacements are subject to the terms of Crestron Standard Limited Warranty and Terms and Conditions of Sale, posted at www.crestron.com/warranty.

2.2 Advance Replacements.

The Plan provides for Advance Replacements for all components of the Eligible Products for the entire length of the applicable warranty period for that component.

2.3 Extended Remote Support Hours.

The Plan provides for extended remote support hours, offering coverage 24 hours a day / 7 days per week for Eligible Products.

2.4 Reduced Rate On-Site Support.

The Plan provides for a 25% discount off Crestron’s standard daily fee for On-Site Support visits for Eligible Products, where available, subject to the terms of Crestron’s On-Site Support program. On-Site Support requires the engagement of an independent Crestron authorized Dealer. To locate a Dealer click the “How to Buy” tab at <https://www.crestron.com/>

3. Plan Purchase Options

3.1 Recurring Plan.

The Crestron Flex Care recurring subscription Plan automatically renews annually, at the same flat rate, to provide coverage for up to five years from the purchase date of the covered Crestron Flex conference



system, unless cancelled or terminated as described below (the “**Recurring Plan**”). It is available for purchase either (a) at the time an Eligible Product is ordered (“**Initial Purchase**”) (UC-FLEXCARE models), or (b) may be ordered at a subsequent date within three (3) years from the order of an Eligible Product (“**Subsequent Purchase**”) (UC-FLEXCARE-ADD models).

3.1.1 Initial Purchase Plans provide for a 90-day no-risk trial period, commencing at the Subscription Start Date, during which the Plan can be cancelled with no obligation, at no cost, by sending written notification to Crestron at orders@crestron.com (the “**Trial Period**”).

3.1.2 The first year of Plan coverage will be invoiced at the time of purchase. Access to the above benefits will be made available immediately upon purchase for Initial Purchase Plans only.

3.1.3 Subsequent years of coverage under the Recurring Plan will be automatically invoiced annually on a recurring basis on the anniversary of the Subscription Start Date of the Plan, unless a Plan has been prepaid for a defined term, as set forth in Crestron’s order confirmation.

3.1.4 Subsequent years of coverage under a Recurring Plan may be cancelled by sending written notification to Crestron at orders@crestron.com, at least thirty (30) days prior to the anniversary of the Subscription Start Date of the Plan. Prepaid Recurring Plans may not be cancelled and are not eligible for refund, except as set forth below.

3.1.5 Crestron, at its sole discretion, may decline to offer the Recurring Plan to customers whose coverage has expired or has been previously cancelled outside of the Trial Period.

3.2 Fixed Term Plan.

The Crestron Flex Care fixed term subscription Plan (the “**Fixed Term Plan**”) (UC-FLEXCARE-VAR models) may be purchased for fixed terms of one, three, or five years in connection with the purchase of an Eligible Product. The Fixed Term Plan can provide coverage for up to five years from the purchase date of the Eligible Product, when the Fixed Term Plan is continuously maintained throughout that period.

3.2.1 Fixed Term Plans must be initially purchased within 90 days of the purchase of the Eligible Product.

3.2.2 The period of coverage under Fixed Term Plans may be extended by purchasing additional Fixed Term subscription terms prior to the expiration of an active Fixed Term Plan.

3.2.3 The Fixed Term Plan and all benefits thereunder shall expire if continuous coverage is not maintained from the time of initial purchase. Upon expiration of a Fixed Term Plan, additional periods of Fixed Term Plan coverage shall not be available for purchase.

3.2.4 Fixed Term Plans may not be cancelled and are not eligible for refund, except as set forth below.

4. General Terms

4.1 Each Plan purchased is applicable to the specific Eligible Product for which it is ordered and may not be transferred to any other Eligible Product.

4.2 In order to ensure full access to Plan benefits, Plan subscribers shall complete the registration process, following the instructions provided by Crestron, within 30 days following purchase of the Plan.



4.3 Unless otherwise agreed to in writing by Crestron, all Plans are effective thirty (30) days after purchase (the “**Subscription Start Date**”).

4.4 Upon cancellation, expiration or termination of the Plan, all Plan benefits will expire. All Plans will expire at the latest five (5) years following the purchase of the Eligible Product.

4.5 Plans will be invoiced at the annual rate, even if the coverage period is shorter. Crestron will not offer pro-rated Plans for purchase.

4.6 The Plan will terminate in the event that an invoice for coverage is not paid when due.

4.7 Crestron reserves the right to amend or modify the Plan offerings from time to time. However, to the extent that any such modification materially reduces the Plan benefits, Crestron will provide thirty (30) days written notice of such modifications, and affected purchasers may cancel subsequent years of coverage within thirty (30) days of such notice.

4.8 The Plan does not provide for system programming, integration, or commissioning; or support for issues resulting from services, hardware, or software, whether Crestron or Third-Party, other than the Eligible Products for which the Plan has been purchased.

4.9 Except as otherwise described above, all provisions of **Crestron’s Standard Terms and Conditions of Sale** and **Standard Limited Warranty**, both available at <https://www.crestron.com/Legal/sales-terms-conditions-warranties>, (and at www.crestron.com/crestroneuropeterms for Europe) continue to apply to the Crestron Flex Care Plan and the Eligible Products.

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