

# Speaker Product Limited Warranty

## Crestron Europe BV

Last updated: 11 July 2022

### 1. Scope

**1.1** This limited warranty is issued by Crestron Europe BV (BE0699.717.121) (“**Crestron Europe**”) and is applicable only to Crestron AIR, Aspire, Essence, Excite, FS, Reference, Saros, and Ultimate speaker products (“**Covered Products**”) that are distributed by Crestron Europe, provided that the customer of such product (“**Customer**”) purchased the Covered Product directly from Crestron Europe, an authorized Crestron Europe dealer or other reseller authorized by Crestron Europe (collectively “**Authorized Reseller**”).

**1.2** This warranty is a limited warranty and gives you specific legal rights. WITH REGARD TO CUSTOMERS WHO PURCHASE THE COVERED PRODUCTS DIRECTLY FROM AN AUTHORIZED RESELLER FOR PURPOSES WHICH ARE OUTSIDE THEIR TRADE, BUSINESS, CRAFT OR PROFESSION (“**CONSUMER**”), THIS LIMITED WARRANTY APPLIES IN ADDITION TO, BUT NEITHER REPLACES NOR LIMITS, THE LEGAL RIGHTS CONSUMER MAY HAVE ON THE BASIS OF THE LOCAL LEGAL WARRANTY LAW APPLICABLE TO SUCH CONSUMER.

**1.3** For the avoidance of doubt, the warranty conditions set out in the paragraphs below shall only apply for the remainder of the warranty period offered in this warranty that exceeds the legal warranty period.

**1.4** Batteries and lamps are not warranted by Crestron under this or any other warranty.

**1.5** As used in this warranty, Crestron Electronics, Inc., and Crestron Europe, together with their subsidiaries and affiliates are collectively referred to as “**Crestron**”. This warranty applies in the territory where the Covered Products are distributed by Crestron Europe, via an Authorized Reseller.

### 2. Limited Warranty

**2.1** Subject to the exclusions and restrictions in this warranty, Crestron Europe warrants that if any AIR, Aspire, Essence, Excite, FS, Reference, Saros, or Ultimate speaker product is found to exhibit defects in material or workmanship under normal use for the lifetime of the Covered Product or if any speaker grill or outdoor rated speaker is found to exhibit defects in material or workmanship under normal use for a period of five (5) years from the date of Crestron’s shipment of the Covered Product, so long as Customer promptly notifies Crestron Europe via an Authorized Reseller of the defect and arranges for the return of the defective product, Crestron Europe will, at its sole discretion, either: **(a)** provide a replacement product; **(b)** repair the defective Covered Product; or **(c)** issue a credit against the purchase price of comparable replacement product purchased from an Authorized Reseller.

**2.2** Replacement products and repair parts provided by Crestron Europe may be new, used, repaired, reconditioned, refurbished, 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 Covered Product.



**2.3** Certain Covered Products include operational software and firmware (collectively, the “**Software**”). Subject to the provisions of **Section 2.1**, such Software is governed by the Crestron Software End-User License Agreement, which can be found at: <https://www.crestron.com/Crestron-Software-End-User-License-Agreement>.

### **3. Terms and Conditions of Limited Warranty**

**3.1** Customers should inquire of 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 Covered 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 Covered Product. The claimed defects are subject to validation by Crestron technical support personnel.

**3.2** This warranty shall be null and void, and Crestron shall have no liability under the terms of this warranty, if the Covered Product 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 incorrect line voltages, improper wiring, improperly rated fuses or circuit breakers, insufficient ventilation or incorrect temperatures or an act of God. This warranty does not cover any Covered 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 COVERED 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 Covered Product shall never exceed the purchase price of the Covered Product. 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 Covered Products are used in combination with other third party products or without Crestron’s express authorization; **(b)** if the Covered Products were modified by anyone other than Crestron; **(c)** for the use or sale of the Covered 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, NOR AUTHORIZES ANY OTHER PARTY TO OFFER ANY WARRANTY.

**3.6** This warranty supersedes any and all previous warranties. Crestron Europe reserves the right to amend this warranty from time to time. However, to the extent that any amended warranty materially changes Crestron Europe’s warranty obligations, such amendments will not apply to product orders already placed and accepted by Crestron Europe.

## 4. To Make a Warranty Claim

**4.1** To make a warranty claim, promptly notify Crestron by contacting the Customer Support Center at [supporteurope@crestron.com](mailto:supporteurope@crestron.com) or visit our website at [www.crestron.com](http://www.crestron.com) to obtain additional local contact information. You may also contact your Authorized Reseller. Crestron Europe, 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 Europe. If your Covered Products are authorized for return, Crestron Europe or your Authorized Reseller will provide further instruction regarding the Return Material Authorization (“**RMA**”) process. Covered 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 Europe to address a warranty claim, please have the Covered Product’s serial and model numbers as well as its current operating system version, if applicable. If Crestron Europe, in its sole discretion, determines that an on-site visit or other remedial action is necessary, Crestron Europe 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. Jurisdiction

This warranty shall be governed by, and construed in accordance with the laws of Belgium, without regard to conflict of laws principles. 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. Failing an amicable resolution, disputes shall be brought before the courts of Brussels (Belgium). In addition, Consumer shall have the right to bring proceedings in the courts of the place where Consumer is domiciled.

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