

## CRESTRON EUROPE BVBA STANDARD TERMS & CONDITIONS OF SALE

Crestron Europe BVBA (BE 0699.717.121) (**CRESTRON**) sells its products to its authorized dealers with current dealer agreements or other parties authorized by Crestron. Possession of CRESTRON'S price list does not constitute the right to purchase CRESTRON products.

### DEALER AGREEMENT

In case of any inconsistency between the Dealer Agreement and these standard terms & conditions of sale, the standard terms & conditions in place at the time of an order shall prevail, except if otherwise agreed to in writing by CRESTRON.

Capitalized terms used in these standard terms & conditions of sale have the same meaning as provided to it in the Dealer Agreement, except if otherwise defined herein.

### ORDER ACCEPTANCE AND TERMS OF SALE

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

All orders for Products are subject to these standard terms & conditions of sale. CRESTRON reserves the right to amend the standard terms & conditions of sale from time to time. However, this right does not extend to orders placed and accepted by CRESTRON.

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. CRESTRON shall not be affected by or responsible for any credit extended by the Dealer to its End User customers.

CRESTRON shall have the right to cancel any order placed by Dealer, or to delay shipment thereof, if Dealer 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 by CRESTRON.

Dealer shall be responsible to CRESTRON for payment for each shipment even if such shipment represents only a portion of the Products purchased under Dealer's purchase order.

CRESTRON reserves the right, in its sole and absolute discretion, to charge a 15% fee, plus shipping costs, on orders placed and then canceled by the Dealer before or after delivery or shipment.

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, Dealer bears the responsibility of remitting applicable taxes directly to the appropriate tax authorities.

### MERCHANDISE RETURNS/REPAIR SERVICE

No Products may be returned for credit, exchange, or service without prior written authorization from CRESTRON. Dealer must contact CRESTRON and request an RMA (Return Materials Authorization) 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. Dealer shall in addition enclose a note specifying the nature of the problem, name and phone number of the contact person, RMA number, and return address. CRESTRON reserves the right in its sole and absolute discretion to charge a 15% restocking fee, plus shipping costs, on any returned Products.

On any Products returned with an RMA, return freight charges following repair of items under warranty shall be paid by CRESTRON, shipping by standard ground carrier. In the event repairs are found to be non-warranty, return freight costs shall be paid by Dealer.

### RETURN FOR CREDIT

CRESTRON has the right to decline any credit return requests.

Products returned for credit less than 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.

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 also be returned in the original packaging, contain all accessories, and references an RMA number.

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 also be returned in the original packaging, contain all accessories, and reference an RMA number.

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

Dealer shall pay return freight charges associated with the return of any Products for credit.

### ADVANCE REPLACEMENTS

Advance Replacements, meaning the direct replacement of Products which have been found 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), may be shipped by CRESTRON, subject to the above RMA procedures, within 1 year from the original date of purchase. Defects must be validated by CRESTRON technical support.

After one year from date of purchase, products covered by CRESTRON'S warranty may be returned for repair under the standard terms & conditions of sale, but Advance Replacements will not be offered.

CRESTRON must receive returns of the original, failed product, for which an Advance Replacement has been issued, within 60 days after the date of the applicable Return Merchandise Authorization (RMA), or Dealer will be subject to a 15% restocking fee.

**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).

**GOVERNING LAW; CHOICE OF JURISDICTION**

These standard terms & conditions of sale shall be governed by, and construed in accordance with, the laws of Belgium. All disputes arising with regard to these terms and conditions shall be resolved exclusively by the courts of Brussels (Belgium).