

Crestron Electronics, Inc.

Speaker Product Limited Warranty

Limited warranty

This limited warranty is applicable to Crestron Essence®, Aspire®, Excite®, Saros®, AIR® and FS speaker products (collectively, “Products”). Crestron warrants these Products for a lifetime with the following exceptions: speaker grills and outdoor rated speakers are warranted for a period of five (5) years from the date of purchase from Crestron and batteries are not warranted by Crestron under this or any other warranty.

Crestron warrants that if its Products are found to exhibit defects in material or workmanship under normal use during the applicable time periods listed in this warranty, so long as customer promptly notifies Crestron of the defect and, if requested by Crestron, upon return of the defective product, Crestron will, at its sole discretion, repair or replace the product subject to the additional conditions and exceptions described below. This warranty is a limited warranty and gives you specific legal rights. You may also have other rights which vary from state to state.

Terms and conditions of limited warranty

This warranty extends to Products purchased directly from Crestron or an authorized Crestron dealer. Customers should inquire of the dealer regarding the nature and extent of the dealer's warranty, if any. Repaired or replaced Products and parts supplied under this warranty shall be covered only by the unexpired portion of the warranty on the original purchase. This warranty is provided only to the customer that 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.

This warranty shall be null and void, and Crestron shall have no liability under the terms of this warranty, if the 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 Product that has had the serial number altered, defaced or removed.

This warranty shall be the sole and exclusive remedy to the customer. In no event shall Crestron be liable for 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 the customer for a third party.

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

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.

This warranty supersedes any and all previous warranties. Some states do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so these limitations may not apply to you. Crestron's obligations under any implied warranties shall be limited to the terms of this express warranty.

To make a warranty claim

To make a warranty claim, promptly notify Crestron within the warranty periods described above by calling the Crestron Technical Support Center at 1-888-CRESTRON. 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.

Most problems can be corrected over the phone through close cooperation between customer and a Crestron technician. 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 send a representative or coordinate the dispatch of a representative from a Crestron approved vendor, to customer's site, and/or coordinate a warranty service call between customer and a Crestron approved vendor.

General

This warranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey 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 informally, if possible, and failing an

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informal resolution, then through final and legally binding arbitration to be conducted in New Jersey, with each party to bear its own costs. If for any reason a claim proceeds in court rather than in arbitration, customer consents to the exclusive general jurisdiction of the state and federal courts of New Jersey, and waives any objection to such venue.