

# Crestron Electronics, Inc.

## Limited Five (5) Year Warranty for Commercial Lighting

### Scope

(a) This limited warranty is applicable only to: Crestron commercial lighting dimmers and switches, sensors, keypads, lighting enclosures, terminal blocks, power supplies, thermostats, and control processors ("Products") when dedicated for use as part of a commercial lighting control system ("System").

(b) This limited warranty expressly excludes: touchscreens, touchscreen accessories, faceplates, circuit breakers, Ethernet switches, batteries, and any product not dedicated for lighting control purposes.

(c) Customer acknowledges and agrees that use of the System, or any part thereof, constitutes acceptance of all terms and conditions of this warranty. Any subsequent addition to the System provided by Crestron will be governed by a separate limited warranty issued at the time of purchase. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### Limited warranty

Subject to the exclusions and restrictions in this warranty, Crestron warrants that if its Products are found to exhibit defects in material or workmanship under normal use within five years from the date of start up by Crestron or a Crestron approved third party, or the date of purchase if such component was not purchased with start up, so long as customer promptly notifies Crestron of the defect, Crestron will, at its sole discretion, either repair the defective Product as long as the parts/components required for repair are commercially available or issue a credit against the purchase price of comparable replacement product purchased from Crestron.

For Systems that utilize custom programming to qualify under this warranty, Crestron must be provided with the .SMW archived file for the System.

Replacement parts for the System provided by Crestron, or, at its sole discretion an approved vendor, may be new, used, repaired, reconditioned, and/or made by a different manufacturer.

### Terms and conditions of limited warranty

This warranty extends to Products purchased directly from, and installed by, 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 shall be null and void, and Crestron shall have no liability under the terms of this warranty, if the Product or System was not installed by Crestron or a Certified Commercial Lighting Control Provider; if a networked Product or System was not activated by a Certified Crestron Commercial Lighting Agent; or if the Product or

System 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, but not limited to: use of incorrect line voltages; improper wiring; improperly rated fuses or circuit breakers; improper or insufficient ventilation; failure to maintain equipment under the specified ambient temperature limits; use of incompatible devices or accessories; use of cables not approved by Crestron; unauthorized repairs, modifications, or adjustments; failure to install, repair, maintain, and operate the System pursuant to the operating instructions or technical information provided by Crestron; failure to comply with the applicable provisions of the National Electrical Code and Safety Standards of Underwriters Laboratories; relocation of the System of parts thereof to another physical location; vandalism including by a virus or computer hacker; or other events beyond Crestron's control, such as, but not limited to, acts of the customer or an end user, acts of God, acts of civil or military authority, governmental actions, fires, lightning, flooding, tornados, earthquakes, hurricanes, epidemics, quarantine restrictions, strikes, riots, wars, sabotage, terrorism, or labor disputes. 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, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, 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

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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 period 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.

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.

No Products may be returned for credit, exchange, or service without prior authorization from Crestron. Products may only be returned for exchange or service with a Crestron Return Merchandise 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. Enclose a note specifying the nature of the problem, name and phone number of contact person, RMA number, and return address.

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 the Customer.

### **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 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.