

# Crestron Europe BVBA

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

### Scope

a) This limited warranty is issued by Crestron Europe BVBA (BE0699.717.121) (“**Crestron Europe**”) and 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**”) purchased directly from an authorized Crestron dealer or distributor by customer (“**Customer**”).

b) This limited warranty expressly excludes: touchscreens, touchscreen accessories, faceplates, circuit breakers, Ethernet switches, batteries, lamps, 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 is a limited warranty and gives you specific legal rights. This warranty applies in the territory where the Products are distributed by Crestron Europe, via an authorized Crestron Europe dealer, or by a distributor appointed by Crestron Europe. As used in this warranty, Crestron Electronics, Inc. and Crestron Europe, together with their subsidiaries and affiliates are collectively referred to as “**Crestron**.”

WITH REGARD TO CUSTOMERS WHO PURCHASE THE PRODUCTS DIRECTLY FROM AN AUTHORIZED CRESTRON DEALER FOR PURPOSES WHICH ARE OUTSIDE THEIR TRADE, BUSINESS, CRAFT OR PROFESSION (“**CONSUMER**”), THIS LIMITED WARRANTY MUST BE SEEN 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.

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.

### 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 (5) years from the date of start up by Crestron or a Crestron approved third party, or the date of purchase if the Product was not purchased with start up, so long as Customer promptly notifies Crestron via an authorized Crestron dealer 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 an authorized Crestron dealer.**

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 authorized Crestron dealer or other vendor authorized by Crestron may be new, used, repaired, reconditioned, and/or made by a different manufacturer.

### Terms and conditions of limited warranty

Customers should inquire the authorized Crestron Europe 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 Customers that originally 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 or System was not installed by an authorized Crestron dealer 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 local Electrical Code and Safety Standards; relocation of the System or the Products 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 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 Product. Customer assumes and will hold Crestron harmless with respect to all such losses. Crestron's liability on any claim for damages arising

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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 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, NOR AUTHORIZES ANY OTHER PARTY TO OFFER ANY WARRANTY.

This warranty supersedes any and all previous warranties.

### **To make a warranty claim**

To make a warranty claim, promptly notify Crestron by contacting the Customer Support Center at [support@crestron.com](mailto:support@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 Crestron dealer. 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. If your products are authorized for return, Crestron or your authorized Crestron dealer will provide further instruction regarding the Return Material Authorization (RMA) process. Products may not be returned without an RMA number.

Most problems can be corrected over the phone through close cooperation between Customer and the Crestron Customer Support Center. 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 coordinate the dispatch of a representative from an authorized Crestron Europe dealer, to Customer's site, and/or coordinate a warranty service call between Customer and an authorized Crestron Europe dealer.

### **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.