

# Limited Five (5) Year Warranty for Commercial Lighting

## Crestron Europe BV

Last updated: 08 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 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 Crestron Europe, an authorized Crestron Europe dealer, or other reseller authorized by Crestron Europe (collectively “**Authorized Reseller**”) by customer (“**Customer**”).

**1.2** This limited warranty expressly excludes: faceplates, circuit breakers, Ethernet switches, batteries, lamps, and any product not dedicated for lighting control purposes.

**1.3** 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 Reseller. As used in this warranty, Crestron Electronics, Inc. and Crestron Europe, together with their subsidiaries and affiliates are collectively referred to as “**Crestron.**”

**1.4** WITH REGARD TO CUSTOMERS WHO PURCHASE THE PRODUCTS DIRECTLY FROM AN AUTHORIZED RESELLER 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.

**1.5** 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.

### 2. Limited Warranty

**2.1** Subject to the exclusions and restrictions in this warranty, Crestron Europe 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 Europe or a Crestron approved third party, or the date of Crestron’s shipment of the Product if the Product was not purchased with start up, so long as Customer promptly notifies Crestron Europe via an Authorized Reseller of the defect, Crestron Europe will, at its sole discretion, either: (a) provide a replacement product; (b) repair the defective Product as long as the parts / components required for repair are commercially available; or (c) issue a credit against the purchase price of comparable replacement product purchased from an Authorized Reseller.

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



**2.3** Replacement parts for the System provided by Crestron Europe or, at its sole discretion, an Authorized Reseller 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 Product.

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

**3.1** Customers should inquire 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 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. 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 Product or System was not installed by an Authorized Reseller 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.

**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 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 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 Products are used in combination with other third party products or without Crestron's express authorization; (b) if the Products were modified by anyone other than Crestron; (c) for the use or sale of the 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 products are authorized for return, Crestron Europe or your Authorized Reseller will provide further instruction regarding the Return Material Authorization ("RMA") process. 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 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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