

## **CRESTRON EMEA**

### **Limited Lifetime Warranty for Residential Lighting Controls**

#### **Scope**

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

(b) This limited warranty expressly excludes: touchscreens, circuit breakers, Ethernet switches, keypad faceplates, batteries, lamps, ballasts, LED drivers, 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 EMEA 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 EMEA warrants that if any of its Products are found to exhibit defects in material or workmanship under normal use, so long as customer promptly notifies Crestron EMEA of the defect, Crestron EMEA 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 EMEA.

Replacement parts for the System either provided by Crestron EMEA, 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 EMEA or an authorized Crestron EMEA dealer on or after April 1st, 2018 for residences only. Customers should inquire of the dealer regarding the nature and extent of the dealer’s warranty, if any. 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 EMEA 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 EMEA 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 EMEA 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 EMEA harmless with respect to all such losses. Crestron EMEA’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 EMEA is not liable for any claim made by a third party or made by the customer for a third party.



Further, Crestron EMEA 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 EMEA's express authorization; (ii) if the Products were modified by anyone other than Crestron EMEA; (iii) for the use or sale of the Product other than as specified and authorized in Crestron EMEA's documentation; or (iv) for the use or sale of any version of Crestron EMEA software other than the most current version.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, CRESTRON EMEA 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. Crestron EMEA's obligations under any implied warranties shall be limited to terms of this express warranty.

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

To make a warranty claim, promptly notify Crestron EMEA within the warranty periods described above by contacting the local Crestron Technical Support Center (<http://www.crestron.eu/contact/offices>). Crestron EMEA, in its sole discretion, will determine what action, if any, is required under this Warranty. No merchandise may be returned for credit, exchange, or service without prior authorization from Crestron EMEA.

Most problems can be corrected over the phone through close cooperation between Customer and a Crestron technician. To better enable Crestron EMEA 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 EMEA, in its sole discretion, determines that an on-site visit or other remedial action is necessary, Crestron EMEA 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.

Crestron EMEA reserves the right to change any of the above terms & conditions without any prior notice.

### **General**

This warranty shall be governed by, and construed in accordance with, the Belgian law 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 the dispute shall be referred to and finally resolved in the court of the city of Mechelen, Belgium.

