

General Conditions of the Crestron True Efficiency Program

1 – General

This Crestron Warranty Extension (“True Efficiency Program”) sets out the respective obligations of Crestron International to the beneficiary of the Warranty Extension, hereafter referred to as the “Dealer”. Crestron's International obligation to perform under this Warranty Extension is conditional upon Crestron's International receipt of the completed information, via the Crestron International contract. Only the Crestron Products specifically referenced as qualifying for this service by Crestron International (“Crestron International Coverable Products”) are eligible for cover under this Warranty Extension, as set out below. This Warranty Extension will not apply to Crestron Products whose serial number has been modified, erased, removed or made illegible.

2 - Purchase of the Warranty Extension

The Warranty Extension covers a period depending on the type of contract, which is described in the commercial brochure. The Warranty Extension only comes in to force when Crestron International receives a signed confirmation on the Warranty Extension's quote from the Dealer. The Warranty Extension commences on the departure date of the invoice of the initial purchase of the Crestron Product.

3 – Agreement

The Dealer is considered to have accepted the provisions of the general conditions of the Crestron International True Efficiency Program upon the date of the signed confirmation of the Warranty Extension's quote being received and approved by Crestron International.

4– Service provision

The benefits provided under this Warranty Extension are in addition to and not instead of the Crestron International “Standard Warranty” provided by Crestron International when the Crestron Product was purchased. For a description of the Standard Warranty, please refer to your booklet shipped with your Crestron Product. In the event of a requirement for service under this Warranty Extension, Crestron International shall use reasonable efforts to ship out an advance replacement Crestron Product depending on the type of contract which is described in the “True Efficiency Program” commercial brochure and after the qualification of defective by the Crestron International Technical Support Staff Member. Ship out times for replaced accessories may differ from conditions stated in the Warranty Extension. The Warranty Extension services can only be carried out by Crestron International. If the Crestron Product cannot be exchanged with an identical product, Crestron International will replace the Crestron Product free of charge with an at least functionally equivalent product. Crestron Products may contain, and Crestron International may use, refurbished parts or units equivalent in performance to new parts. All consumables, applications, software and their drivers, supplies, parts that can be changed by a user of the Crestron Product and maintenance kits are not covered by this Warranty Extension. Replaced parts or units are free of software, Crestron International does not support the transfer of data and software nor will it re-program the part or unit. The Dealer is responsible for this. Replaced parts or units become the property of Crestron International and should be returned to Crestron International, if not all these parts or units stay payable. Crestron's International True Efficiency Program does not include “accidental damage” issues when the product is covered by the Warranty Extension. Accidental damage means any mechanical or electrical damage to the product due to a sudden stress, shock, over current or event, or series of events that occur at any time during the period of the Crestron International True Efficiency Program and could not be avoided in using reasonable care and precautions. Examples of accidental damages include: liquid spills, drops, falls, collision, electrical surges, damaged or broken LCD. Crestron International shall not be liable for any economic- and financial loss or damage caused by any delays in exchanging the Crestron Product (including without limit : any loss of profits, loss of revenue, liabilities incurred by the Dealer to third parties relating to products delivered or Services rendered by Crestron International, or additional expenses incurred or the cost of time spent) or any consequential, indirect, or special loss or damage to data or loss of goodwill incurred by the Dealer and in every case howsoever caused or arising (and whether caused by the negligence of Crestron's International employees or otherwise).

5 - Qualified Products

Only the Crestron Products specified in the Warranty Extension can be covered by the terms and conditions of this Warranty Extension. Every Crestron Product that is stated in a list connected to a specific contract will carry a specific serial number. This list can be requested from Crestron International. Crestron International reserves the right to adapt this list for any reason what so ever. (e.g. new products , discontinued and end-of-life products,...). Crestron Products may be excluded from this Warranty Extension if the Dealer refuses to include new technical features required by Crestron International, in every case the Warranty Extension stays payable. If, in Crestron's International sole discretion, an unqualified peripheral connected to a Crestron Product detrimentally affects the service provided by Crestron International, the Dealer must temporarily remove the unqualified peripheral at his own risk and cost, to allow Crestron International to proceed with the services in relation to the Crestron Product. The Dealer is solely responsible for the compatibility of unqualified products with qualified Crestron Products. Crestron International is not obliged to provide services under this Warranty Extension due to (a) improper use; (b) operation outside of the published specifications for the product; (c) inadequate site conditions or maintenance by Dealer; (d) use of media and supplies not approved by the manufacturer or use of other products; (e) work performed by non-Crestron International trained personnel; (f) faulty connections or surges on the electrical or telephone network; (g) natural disasters or other causes beyond Crestron's International reasonable control; or (h) out of territory.

6 - Restoring the operating system

In the event of the Crestron Product requiring a replacement, Crestron International does not guarantee the restoration of the software, data and/or any applications installed. The faulty Crestron Product will be advanced replaced by Crestron International and returned to the Dealer without any customized and/or pre-installed software except for the standard firmware of the part or unit.

7 - Reconstruction and security of data

The Dealer is solely responsible for the reconstruction of files, data and applications lost or damaged as well as the security of any confidential information.

8 – Territory

The services defined in the True Efficiency Program are available in countries where Crestron International specifically sells this product and offers post-sales services. The service level application may vary upon country. Localized parts may not be available outside Europe. For a complete list of impacted countries, please refer to your support and warranty booklet shipped with your product.

9 – Termination

Crestron International may terminate this Warranty Extension immediately by registered letter in case any of the following events takes place, without prejudice of any claim for indemnity or compensation:

- If the Dealer fails to perform any of its material and financial obligations under this Warranty Extension;
- In case of change in the legal structure or ownership of the Dealer in such a way so as to seriously affect the result that Crestron International could reasonably expect from the Warranty Extension;
- In case the Dealer becomes insolvent or is declared bankrupt, has been dissolved or entered into liquidation.

10 – Consequences of Termination

Upon termination of the Warranty Extension:

- Dealer shall promptly cease to act as Dealer for the Crestron Products and promptly halt the use of any trade names, trademarks, domain names, copyrights and trade secrets and any other intellectual property rights relating to the Crestron Products;
- Dealer shall provide reasonable assistance and information to Crestron International so as to allow the transfer of the business related to the terminated distributorship of Crestron Products;
- Crestron International shall be entitled to undertake any and all actions so as to ensure compliance with the warranty obligations related to the Crestron Products sold by Dealer and to notify the termination of distributorship agreement to Dealer's clients.

11 - Governing Law

This Warranty Extension shall be governed by the Belgian law. Any disputes arising in connection with this Warranty Extension will be submitted to the ordinary court which is competent in the locality where Crestron International has its main office.

12 - Export regulations

The Dealer understands and acknowledges that Crestron Products, technology and technical data are subject to EU and member states and other national export and import regulations. Therefore, Dealers who export, re-export, or import products, technology, or technical data assumes full responsibility for complying with applicable European and any other national laws and regulations, and for obtaining required export and import authorizations. Crestron International may suspend performance 1) if Dealer is in violation of any applicable laws and regulations, and 2) to the extent necessary to assure compliance under the EU and member states or other applicable export or similar regulation.

13 – Payment Conditions

The invoice for the True Efficiency Program will be raised at the time of purchase of the Crestron Product(s) and is payable upon receipt of the invoice. The Dealer account must be current and in good standing. Crestron reserves the right to refuse to provide services under this Warranty Extension if the respective invoice is not paid before due-date.

14 – Penalties

If Crestron International fails to deliver the service under the Crestron True Efficiency Program the penalty is always limited to the agreed amount on the service related to a specific unit. Crestron International shall never be liable for any consequential damages such as loss of production, loss of profit or any indirect loss.