

CRESTRON EMEA INSPECTION OF PRODUCTS. DEPLOYMENT SUPPORT

1. Inspection of Products:

1.1. Upon arrival of the Products at the destination designated by the Dealer, the Dealer shall have the right to inspect, or to appoint a third party to inspect, the Products delivered by Crestron EMEA.

1.2. Should the Dealer, within 14 calendar days of the date upon which any said Products are received by the Dealer find that any of the Products fail to confirm with the purchase order, or should any of the Products suffer any damages or be unfit for use, the Dealer shall immediately give notice to Crestron EMEA to that effect.

1.3. Such notice shall detail the quantity and respective serial numbers of the non-conforming Products received by the Dealer, and shall make reference to the correct Products ordered in accordance with the purchase order.

1.4. Any liability in case of non-conformity that is clearly incurred by the freight forwarding process is determined by the Incoterm that has been agreed upon for that specific shipment. Dealer expressly accepts that should Crestron EMEA offer some services beyond the scope of the Incoterms agreed upon, these services do not in any way modify the agreed risks and costs as determined by the incoterm, and hence this does not extend the Crestron's EMEA liability whatsoever.

1.5. If non-conformity is clearly not related to the freight forwarding process (e.g. but not limited to out of box failure, missing products without visible damage to the packing,...), and in the case it is related to the freight forwarding process and the applicable incoterm put the insurance liability with the Crestron EMEA, following procedure shall be put in place.

1.6. If the Dealer dispatches notice to Crestron EMEA as provided for, Crestron EMEA shall without any further cost or expense to the Dealer whatsoever, fully and completely replace any non-conforming Products with the correct Products ordered by the Dealer as provided for in any respective purchase order.

1.7. Should the Dealer, at its sole discretion, decide to retain any such non-conforming Products, the Dealer shall provide written notice to Crestron EMEA to that effect. Thereafter, the Parties shall determine any cost differences between the price for the Products that had been ordered by the Dealer and the non-conforming Products received by the Dealer. Once such determination is made, and as the case may be, the debtor Party shall reimburse the creditor Party in return of the difference of the price for such Products.

2. Product Complaints:

2.1. The Dealer shall immediately inform Crestron EMEA of any reasonable and justified observations, complaints, or suggestions received from any customer in the Territory in relation to the Products. Where necessary, Crestron EMEA shall deal promptly and properly with any and all such observations, complaints or suggestions.

2.2. The Dealer shall immediately notify Crestron EMEA of any incidents that may occur in relation to the Products and which may be to the detriment of the brand name and/or image of Crestron EMEA and/or the Products.

3. Deployment of Products delivered by Crestron EMEA:

3.1. The Dealer commits to deploying the Products in accordance with the standard of due care and diligence required from a professional who is performing similar or identical services.

3.2. Crestron EMEA commits to offering partners and installers extensive free support, amongst which:
- product manuals;



- installation best practices;
- newsletter updates;
- first and second line technical support by phone and e-mail;
- onsite interventions of Crestron's EMEA technical support engineers.

3.3. In the event of absence of a manual or a best practice for a particular product, Dealer may always consult with first line technical support.

3.4. The Dealer acknowledges the cascading nature of the free support and commits that he will first exhaust all other means of technical support before demanding on site intervention. Dealer acknowledges that in the event Crestron EMEA can determine that none of the other means of technical support have been exhausted, a consultancy fee of €750 (excl. of VAT) per working day as well as travel and accommodation costs will be invoiced to the Dealer. The minimum invoicing measure is one workday.

3.5. Crestron EMEA can make use of following indicators to determine the consultancy fee is applicable:

- verifying of prior e-mail or phone contact with first line and/or second line technical support;
- website statistics of crestron.com or related websites, and customer portal;
- inspection of the installation (particularly cabling, infrastructure, programming).

3.6. If Crestron EMEA repeatedly determines that the Dealer did not handle with due care and diligence, it reserves the right to revoke certifications which may have been rewarded to the Dealer.

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

Crestron EMEA