

## Crestron Marketplace

### STANDARD LIMITED WARRANTY

Revised May 2018

#### PURPOSE

This warranty governs products that are sold directly by Crestron from the Crestron Marketplace website, located at:

<http://order.crestron.com> (the "Website").

#### LIMITED WARRANTY

Crestron Electronics, Inc. ("Crestron") warrants that if its products are found to exhibit defects in material or workmanship under normal use during the period of three (3) years from the date of purchase, so long as customer purchased the products directly from Crestron or an authorized Crestron dealer and promptly notifies Crestron of the defect and, if requested by Crestron, upon return of the defective product, Crestron will, at its sole discretion, repair or replace the product subject to the additional conditions and exceptions described below.

This warranty is a limited warranty and gives you specific legal rights. You may also have other rights which vary from state to state.

#### EXCEPTIONS

This warranty is applicable to Crestron products with the following exceptions: power supplies, motors and other moving or rotating mechanical parts are covered for a period of one (1) year; touch screen displays are covered for a period of ninety (90) days; batteries and lamps are not covered under this or any other warranty.

#### TERMS AND CONDITIONS

This warranty extends to products purchased directly from Crestron or Crestron products purchased from an authorized Crestron dealer. Those Customers who have purchased their products through a dealer should inquire of that dealer the nature and extent of any dealer warranties.

Repaired or replaced equipment and parts supplied under this warranty shall be covered only by the unexpired portion of the warranty on the original purchase.

This warranty shall be the sole and exclusive remedy to the original Customer. This warranty is provided only to

the original Customer of the Crestron products 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 Crestron product.

This warranty shall be null and void, and Crestron 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.

In no event shall Crestron be liable for incidental or consequential damages of any kind (property or economic damages inclusive) arising from the sale or use of this equipment. Customer assumes and will hold harmless Crestron in respect of 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 the 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; if Crestron products are used in combination with other third party products or without Crestron's express authorization; if the Crestron products were modified by anyone other than Crestron; for the use or sale of the product other than as specified and authorized in Crestron's Documentation; or 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, EXPRESS OR IMPLIED, NOR AUTHORIZES ANY OTHER PARTY TO OFFER

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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. Some states do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so these limitations may not apply to you. Crestron's obligations under any implied warranties shall be limited to the terms of this express warranty.

#### TO MAKE A WARRANTY CLAIM

To make a warranty claim, promptly notify Crestron within the warranty periods described above by calling the Crestron Technical Support Center at 1-888-CRESTRON. Crestron, in its sole discretion, will determine what action, if any, is required under this warranty.

Products may only be returned for credit, exchange, or service with a Return Merchandise Authorization ("RMA") number, which is issued by Crestron. Authorized returns must be shipped freight prepaid to Crestron, at the address listed below, or to its authorized designee, with the RMA number clearly marked on the outside of all cartons. Shipments arriving freight collect or without an RMA number shall be subject to refusal.

Most problems can be corrected over the phone through close cooperation between Customer and a Crestron technician. 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.

#### DISCLAIMER REGARDING THIRD PARTY ADD-ON CONTENT

From time to time and for various Crestron product offerings, Crestron may make available through its dealers various third party software services ("*Add-on Content*"), including but not limited to Internet weather and radio

services and the like. Crestron may add or delete available Add-on Content at its sole discretion, without notice. To the maximum extent permitted by law, Crestron (on behalf of itself, its affiliates, licensors, and suppliers) expressly disclaims any and all warranties with respect to the Add-on Content, express or implied, including but not limited to implied warranties of merchantability or fitness for a general or particular purpose. Additionally, Crestron makes no warranty that: (i) the Add-on Content will meet your requirements; (ii) the Add-on Content will be uninterrupted, timely, secure or error-free; (iii) the results from the use of the Add-on Content will be effective, accurate or reliable; or (iv) the quality of the Add-on Content will meet your expectations.

#### GENERAL

This warranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey 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 through final and legally binding arbitration to be conducted in New Jersey, with each party to bear its own costs. If for any reason a claim proceeds in court rather than in arbitration, Customer consents to the exclusive general jurisdiction of the state and federal courts of New Jersey, and waives any objection to such venue.

#### CONTACT INFORMATION

Address: Crestron Electronics, Inc.  
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