

# Limited Warranty for Shading Solutions

## Crestron Europe BV

Last Updated: 25 November 2024

### 1. Scope

**1.1** This limited warranty is issued by Crestron Europe BV (BE0699.717.121) (“**Crestron Europe**”) and is applicable only to: Crestron Shading Solutions shade hardware, shade fabric, manual clutch, DIGITAL QMT shade motors, QMT shade motors, CSA-PWS power supply, and CSAI-PWS power supply (collectively, “**Covered Products**”), and only to such Covered Products purchased by or on behalf of the original end-customer (“**Customer**”) directly from Crestron Europe, an authorized Crestron Europe dealer, or other reseller authorized by Crestron Europe (collectively, “**Authorized Reseller**”). This warranty shall not extend to subsequent owners or be transferred or assigned.

**1.2** This warranty is a limited warranty and gives you specific legal rights. WITH REGARD TO CUSTOMERS WHO PURCHASE THE COVERED PRODUCTS DIRECTLY FROM AN AUTHORIZED RESELLER FOR PURPOSES WHICH ARE OUTSIDE THEIR TRADE, BUSINESS, CRAFT OR PROFESSION (“**CONSUMER**”), THIS LIMITED WARRANTY APPLIES 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. To the extent that the warranty conditions set out in this warranty are inconsistent with the requirements of applicable local legal warranty law, they shall only apply for the remainder of the warranty period offered in this warranty that exceeds the legal warranty period.

**1.3** 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** Batteries and lamps are not warranted by Crestron under this or any other warranty. This limited warranty also expressly **excludes**: controllers, interfaces, terminal blocks, and system accessories. Warranty coverage for these excluded products and for Crestron products other than the Covered Products, if applicable, is described in the Crestron Europe Standard Limited Warranty, which can be found at: <https://www.crestron.com/Legal/standard-terms-conditions-warranties-europe/Standard-Limited-Warranty>.

**1.5** This warranty applies in the territory where the Covered Products are distributed by Crestron Europe, via an Authorized Reseller.

**1.6** Customer acknowledges and agrees that use of the Covered Product constitutes acceptance of all terms and conditions of this warranty.

### 2. Limited Warranty

**2.1** Subject to the exclusions and restrictions in this warranty, Crestron Europe warrants that if any Covered Product is found to exhibit defects in material or workmanship under normal use within the applicable time periods and according to the applicable coverage levels set forth below, Crestron Europe will, at its sole discretion, either: **(a)** provide a replacement product; **(b)** repair the defective Covered Product; or **(c)** issue a credit against the purchase price of a comparable replacement product purchased from an Authorized Reseller; provided that Customer promptly notifies Crestron Europe of the defect via

an Authorized Reseller and arranges for the return of the defective Covered Product:

(i) Less than five (5) years from date of Crestron's shipment of the Covered Product: 100% coverage for the Covered Product;

(ii) Greater than five (5) years and less than eight (8) years from date of Crestron's shipment of the Covered Product: (a) 100% coverage for Digital QMT Motors, CSA-PWS power supply, and CSAI-PWS power supply; and (b) 50% coverage for QMT Motors, Shade Hardware, Shade Fabric, and Manual Clutch; and

(iii) Greater than eight (8) years from date of Crestron's shipment of the Covered Product and within the lifetime of the Covered Product, which commences on the Covered Product's Launch Date and continues until the Covered Product's End of Maintenance Date as set forth in Crestron's End of Sale Notice: (a) 100% coverage for Digital QMT Motors, CSA-PWS power supply, and CSAI-PWS power supply; and (b) 0% coverage for QMT Motors, Shade Hardware, Shade Fabric, and Manual Clutch.

**2.2** Any Covered Product that has been replaced or repaired may be, in whole or in part, new, used, repaired, reconditioned, refurbished, and/or made by a different manufacturer. The warranty period for any replaced or repaired Covered Product shall be limited to the unexpired portion of the warranty on the originally purchased Covered Product.

**2.3** Defective fabric will be replaced with like or similar fabric based on availability at the time of replacement. See also **Section 3.3** below.

**2.4** Certain Covered Products include operational software and firmware (collectively, the "Software"). Subject to the provisions of **Section 2.1** above, such Software is governed by the Crestron Software End-User License Agreement, which can be found at: <https://www.crestron.com/Crestron-Software-End-User-License-Agreement>.

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

**3.1** Customers should inquire of the Authorized Reseller, from whom they purchased the Covered Product, regarding the nature and extent of that Authorized Reseller's warranty, if any. Crestron, however, shall not be responsible for any such Authorized Reseller's warranty. This warranty does not cover, and Crestron is not responsible for labor costs to diagnose, remove, repair, replace, reinstall, and/or program any Covered Product.

**3.2** This warranty shall be null and void, and Crestron shall have no liability under the terms of this warranty, if the Covered Product has been used in an application or environment other than that for which it was intended, or if the damage to the Covered Product resulted from normal wear and tear or was caused by misuse, abuse, accidental or intentional damage, modification, alteration, disassembly, improper repair or installation, abnormal stress or operating conditions, or adverse environmental factors, including, but not limited to: exposure to the elements (such as sun, wind, water, moisture, humidity, or salt), discoloration, fading, or deterioration over time; operation outside of indicated electrical values or use of incorrect line voltages, improper wiring, improperly rated fuses or circuit breakers; improper or insufficient ventilation or incorrect temperatures; failure to maintain equipment under the specified temperature limits; use of incompatible devices, accessories, or cables not approved by Crestron; failure to install, repair, maintain, or operate the Covered Product pursuant to the operating instructions or technical information provided by Crestron; failure to comply with the provisions of applicable electrical or other building codes, safety standards, regulations, or laws; or

other events beyond Crestron's control, such as, but not limited to, acts of the Authorized Reseller, Customer, end user, or another third party, or an act of God. This warranty does not cover any Covered Product that has had the serial number altered, defaced, or removed.

**3.3** Fabric characteristics, such as color, thickness, weave, stretch, stiffness, and creasing, are subject to slight inherent variations due to manufacturing processes. Finished products may also vary in appearance from fabric samples, or from previously ordered fabrics, due to factors such as wear and tear, storage and handling, lighting, or exposure to the elements. These variations are normal and are not product defects, and thus not covered under warranty.

**3.4** THIS WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY TO CUSTOMER. IN NO EVENT SHALL CRESTRON BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (PROPERTY OR ECONOMIC DAMAGES INCLUSIVE) ARISING FROM THE SALE OR USE OF THE COVERED PRODUCT OR THIS WARRANTY. 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 this warranty or the manufacture, sale, installation, delivery, use, repair, or replacement of the Covered Product shall never exceed the purchase price of the Covered Product. Crestron is not liable for any claim made by a third party or made by Customer for a third party.

**3.5** Further, Crestron shall have no liability for any claims of infringement of any patent, trademark, copyright or other intellectual property for the following: (a) to the extent the claims relate to the use of the Covered Product in combination with any third party product; (b) if the Covered Product was modified by anyone other than Crestron; (c) for the use or sale of the Covered 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.

**3.6** EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, CRESTRON MAKES NO OTHER WARRANTIES, NOR AUTHORIZES ANY OTHER PARTY TO OFFER ANY WARRANTY.

**3.7** 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 Covered 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 Europe 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 Covered Products may be returned for credit, exchange, repair, or replacement without prior written 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. Covered Products may not be returned without an RMA number. The claimed defects are subject to validation by Crestron technical support personnel. Shipping charges may apply.

**4.2** Most problems can be corrected over the phone through close cooperation between Customer, Authorized Reseller, and the Crestron Customer Support Center. To better enable Crestron Europe to address a warranty claim, please have the Covered 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 assist the Customer in coordinating such action with an Authorized Reseller.

## 5. Governing Law and Dispute Resolution

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.

## 6. Contact Crestron

If you have any questions or concerns regarding a Crestron product or this warranty, please contact Crestron Europe at any of the following.

Via e-mail: [supporteurope@crestron.com](mailto:supporteurope@crestron.com)

Via post:

**Crestron Europe BV**

Stephensonstraat 20 bus 0001  
2800 Mechelen, Belgium  
VAT No. BE0699.717.121

Via phone:

Please visit [www.crestron.com](http://www.crestron.com) to find the phone number for Crestron support in your region.

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