

Lutron Standard Limited Warranty

Applies to all Lutron Products that are not purchased with Lutron Services Co., Inc. start-up.

Limited Warranty

Lutron warrants each new unit to be free from defects in materials and workmanship and to perform under normal use and service.

Lutron will, at its option, repair or replace any unit that is defective in materials or manufacture within one year after purchase. For Lutron ballasts, Lutron will repair or replace any unit that is defective in materials or manufacture within three years after purchase.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, AND THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO ONE YEAR FROM PURCHASE. THIS WARRANTY APPLIES ONLY TO LUTRON HARDWARE AND DOES NOT INCLUDE LUTRON SOFTWARE, LUTRON PROVIDED SYSTEM SERVERS, LAPTOPS, PDAS, OR COMPUTERS PURCHASED WITH LUTRON CONTROL SYSTEMS. THIS WARRANTY DOES NOT COVER THE COST OF INSTALLATION, REMOVAL, OR REINSTALLATION, OR DAMAGE RESULTING FROM MISUSE, ABUSE, OR IMPROPER OR INCORRECT REPAIR, OR DAMAGE FROM IMPROPER WIRING OR INSTALLATION. THIS WARRANTY DOES NOT COVER INCIDENTAL, OR SPECIAL DAMAGES. THE PURCHASER ASSUMES AND WILL HOLD HARMLESS LUTRON IN RESPECT OF ALL SUCH LOSS. LUTRON'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.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

For warranty service on returnable products (including Lutron ballasts), take the unit to the place of purchase or mail to:

Lutron
7200 Suter Rd.
Coopersburg, PA 18036-1299
(send postage pre-paid for proper handling)

For warranty service on non-returnable products, contact Lutron Technical Support Center at **1-800-523-9466**

Note - Although every attempt is made to ensure that catalog information is accurate and up-to-date, please check with Lutron before specifying or purchasing this equipment to confirm availability, exact specifications, and suitability for your application.

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| Job Name: <input style="width: 90%; height: 20px;" type="text"/> | Model Numbers: <input style="width: 95%; height: 20px;" type="text"/> | |
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Lutron Electronics Co., Inc. Commercial Systems Limited Warranty

SCOPE

This limited warranty (“Warranty”) covers Lutron (a) commercial lighting control system panels, controls, processor panels, wall box products, and other Lutron components (collectively, “Hardware”), (b) ballasts supplied directly by Lutron (“Ballasts”), (c) provided computer (“Supplied Computer”), and (d) commercial systems eLumen software (“Software” and, with the Hardware, Ballasts and Supplied Computer, the “System”). Customer acknowledges and agrees that use of (i) the System, or any part thereof, constitutes acceptance of all terms and conditions of this Warranty and (ii) the Software is subject to the terms and conditions of Lutron’s Software License. Any subsequent addition to the System provided by Lutron will be governed by a separate warranty issued at the time of the purchase of the additional equipment.

The provisions of this Warranty applicable to the Supplied Computer and Software will not apply to Systems that do not include these components.

LIMITED WARRANTY

Subject to the exclusions and restrictions and for the periods of time described in this Warranty, Lutron warrants that the System will be free from manufacturing defects. If any manufacturing defect exists in any Hardware or Ballast during the period of time identified below from the date of start-up completion by Lutron or a Lutron approved third party, or the date of shipment by Lutron if such component was not purchased with Lutron start-up, so long as Customer promptly notifies Lutron of the defect and, if requested by Lutron, upon the return of the defective part(s), Lutron will, at its option, either repair the defective part(s) or issue a credit to the Customer against the purchase price of comparable replacement part(s) purchased from Lutron as follows:

| Number of Years from Date of Start-up or Shipment, as applicable | Percentage of Part Price Credited by Lutron | | | |
|--|---|-------------|---------------|-------------|
| | Hardware | | Ballasts | |
| | With Start-up | No Start-up | With Start-up | No Start-up |
| Up to 1 | 100% | 100% | 100% | 100% |
| More than 1 but not more than 2 | 100% | 0% | 100% | 100% |
| More than 2 but not more than 3 | 50% | 0% | 100% | 100% |
| More than 3 but not more than 5 | 50% | 0% | 100% | 0% |
| More than 5 but not more than 8 | 25% | 0% | 0% | 0% |
| More than 8 | 0% | 0% | 0% | 0% |

If any manufacturing defect exists in the Supplied Computer or Software during the one year period from the date of start-up by Lutron or a Lutron approved third party, or the date of shipment by Lutron if component was not purchased with Lutron start-up, so long as Customer promptly notifies Lutron of the defect, upon the return of the defective part(s) as to the Supplied Computer, if requested by Lutron, or Lutron determining that a defect exists as to the Software, Lutron will, at its option, either repair the defective part(s) or provide comparable replacement part(s).

Replacement parts for the System provided by Lutron or, at its sole discretion, an approved vendor may be new, used, repaired, reconditioned, and/or made by a different manufacturer.

CUSTOMER OBLIGATIONS TO MAINTAIN LIMITED WARRANTY

This Warranty will be void, and Lutron will have no obligations under it unless Customer complies with all of the following:

1. The Supplied Computer must be installed and maintained in a secure location, within the

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temperature and relative humidity ranges specified in the documentation accompanying the Supplied Computer, and away from where it may be bumped, abused, or subjected to large amounts of dust or dirt.

2. The Supplied Computer must be connected to a reliable (and preferably generator or battery backed-up) power supply.
3. The Supplied Computer must be properly shutdown in the event of power loss to prevent damage to it or its data, either of which could prevent it from operating properly. Customer has sole responsibility to take all reasonable measures to prevent this from occurring.
4. No modification, alteration, adjustment or repair can be made to the Software except by, or at the express instruction of, Lutron.
5. The Software may not be used on any hardware except the Supplied Computer.
6. No third party software may be installed on the Supplied Computer.

Lutron does not warrant that the Software will operate in combination with any other software except as specified in the applicable Lutron documentation. Customer acknowledges that its use of the Software may not be uninterrupted or error-free.

To ensure optimal operating conditions for the System, Lutron recommends that the Supplied Computer (1) not be connected to a power source that is also supplying power to a motor or other load that causes significant conducted emissions; (2) be located to permit easy access to it; and (3) be placed on a dedicated circuit.

EXCLUSIONS AND RESTRICTIONS

This Warranty does not cover, and Lutron and its suppliers are not responsible for:

1. Damage, malfunction or inoperability diagnosed by Lutron or a Lutron approved third party as caused by normal wear and tear, abuse, misuse, incorrect installation, neglect, accident, interference or environmental factors, such as (a) use of incorrect

line voltages, fuses or circuit breakers; (b) failure to install, maintain and operate the System pursuant to the operating instructions provided by Lutron and the applicable provisions of the National Electrical Code and of the Safety Standards of Underwriter’s Laboratories; (c) use of incompatible devices or accessories; (d) improper or insufficient ventilation; (e) unauthorized repairs or adjustments; (f) vandalism; (g) failure to comply with the Customer Obligations listed above; (h) an act of God, such as fire, lightning, flooding, tornado, earthquake, hurricane or other problems beyond Lutron’s control; (i) moving the Supplied Computer to another geographic location; (j) a virus or computer hacker; or (k) failure to maintain equipment under specified ambient temperature.

2. On-site labor costs to diagnose issues with, and to remove, repair, replace, adjust, reinstall and/or reprogram the System or any of its components.
3. Components and equipment external to the System, such as, lamps; non-Lutron ballasts; OEM supplied Lutron ballasts, sockets, and fixtures; fixture wiring between ballasts and lamps; building wiring between the dimmer panels and lamps and between the controls and the control or dimmer panels; audio-visual equipment; and non-Lutron time clocks and motion detectors.
4. The cost of repairing or replacing other property that is damaged when the System does not work properly, even if the damage was caused by the System.
5. Any loss of software, including the Software, or data. Customer has sole responsibility to properly back up all data on the Supplied Computer’s hard disk drive and on any other storage device(s) in the System.
6. Repairs required due to malfunctions caused by non-Lutron supplied software.

EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

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LUTRON DOES NOT WARRANT THAT THE SYSTEM WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

NO LUTRON AGENT, EMPLOYEE OR REPRESENTATIVE HAS ANY AUTHORITY TO BIND LUTRON TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE SYSTEM.

UNLESS AN AFFIRMATION, REPRESENTATION OR WARRANTY MADE BY AN AGENT, EMPLOYEE OR REPRESENTATIVE IS SPECIFICALLY INCLUDED HEREIN, OR IN STANDARD PRINTED MATERIALS PROVIDED BY LUTRON, IT DOES NOT FORM A PART OF THE BASIS OF ANY BARGAIN BETWEEN LUTRON AND CUSTOMER AND WILL NOT IN ANY WAY BE ENFORCEABLE BY CUSTOMER.

IN NO EVENT WILL LUTRON OR ANY OTHER PARTY BE LIABLE FOR EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CONFIDENTIAL OR OTHER INFORMATION, OR PRIVACY; BUSINESS INTERRUPTION; PERSONAL INJURY; FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR OF REASONABLE CARE; NEGLIGENCE, OR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), NOR FOR ANY REPAIR WORK UNDERTAKEN WITHOUT LUTRON'S WRITTEN CONSENT ARISING OUT OF OR IN ANY WAY RELATED TO THE INSTALLATION, DEINSTALLATION, USE OF OR INABILITY TO USE THE SYSTEM OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS WARRANTY, OR ANY AGREEMENT INCORPORATING THIS WARRANTY, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LUTRON OR ANY SUPPLIER, AND EVEN IF LUTRON OR ANY OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES AND ALL DAMAGES LISTED

ABOVE), THE ENTIRE LIABILITY OF LUTRON AND OF ALL OTHER PARTIES UNDER THIS WARRANTY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, DELIVERY, USE, REPAIR, OR REPLACEMENT OF THE SYSTEM, OR ANY AGREEMENT INCORPORATING THIS WARRANTY, AND CUSTOMER'S SOLE REMEDY FOR THE FOREGOING, WILL BE LIMITED TO THE AMOUNT PAID TO LUTRON BY CUSTOMER FOR THE SYSTEM. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

TO MAKE A WARRANTY CLAIM

To make a warranty claim, promptly notify Lutron within the warranty periods described above by calling the Lutron Technical Support Center at 1-800-523-9466. Lutron, in its sole discretion, will determine what action, if any, is required under this Warranty. Most System problems can be corrected over the phone through close cooperation between Customer and a technician. To better enable Lutron to address a warranty claim, have the System's serial and model numbers, its current operating system version, and the brand names and models of any peripheral devices (such as a modem) used with the System available when making the call. Let the technician know what error message you get; when it occurs; what you were doing when the error occurred; and what steps you have already taken to solve the problem. Listen carefully to the technician and follow the technician's directions.

If Lutron, in its sole discretion, determines that an on-site visit or other remedial action is necessary, Lutron may send a Lutron Services Co. representative or coordinate the dispatch of a representative from a Lutron approved vendor, to Customer's site, and/or coordinate a warranty service call between Customer and a Lutron approved vendor. All on-site labor costs incurred to diagnose any problems with

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the System and to repair, replace or adjust (at Lutron’s option) the System to restore it to normal operation will be paid by customer at the then current service price unless covered by a Lutron Services Co. Support and Maintenance Plan.

REMOTE ACCESS

A dedicated analog phone line should be installed for the Supplied Computer to allow Lutron to remotely administer, troubleshoot, and support the System. Lutron does not recommended plugging the Supplied Computer into the analog phone line until

asked to do so by Lutron support personnel. During such support calls, Customer should disconnect the Supplied Computer from Customer’s local LAN. Lutron expressly disclaims all liability due to local LAN problems or if the phone line is connected to the Supplied Computer at any other time. Customer retains all responsibility for ensuring the security of the Supplied Computer from unauthorized access.

For more information, including preventative maintenance steps, see the Users Guide provided by the Lutron approved vendor of, and included with, the Supplied Computer.

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