

Lutron Electronics Co., Inc. Commercial Systems Limited Warranty

Effective: October 1, 2011

SCOPE

This limited warranty ("Warranty") covers Lutron Electronics Co., Inc. ("Lutron"):

- (a) commercial lighting control system panels, controls, processor panels, wall box products, and sensors (collectively, "Hardware"),
- (b) Lutron ballasts and LED drivers ("Ballasts/Drivers"),
- (c) provided computer hardware ("Supplied Computer"), and
- (d) Lutron's commercial systems software ("Lutron Software").

The Lutron Software with the Hardware, Ballasts/Drivers and Supplied Computer, comprises the "System".

Use of the System, or any part thereof, constitutes acceptance of (i) all terms and conditions of this Warranty and (ii) the terms and conditions of the applicable Lutron Software license.

LIMITED WARRANTY

Warranty coverage begins on the date of System start-up, or the date of shipment for components not purchased with start-up.

Hardware, Ballasts/Drivers, and Supplied Computer

Subject to the exclusions and restrictions and for the periods of time described in this warranty, Lutron warrants that the Hardware, Ballasts/Drivers, and Supplied Computer will be free from defects.

If any defect exists during the period of time identified below, Lutron will, at its option, either repair or replace the defective part(s) or issue a credit against the purchase price of comparable replacement part(s) purchased from Lutron. Replacement parts may be new, used, repaired, and/or reconditioned.

Hardware: 2 Years, 100% parts coverage for Hardware purchased with on-site start-up. 1 year, 100% parts coverage for Hardware not purchased with start-up.

Ballasts/Drivers: 5 Years, 100% parts coverage for Ballasts/Drivers purchased with on-site start-up. 3 Years, 100% parts coverage for Ballasts/Drivers not purchased with start-up.

Supplied Computer: 1 year, 100% parts coverage. The warranty for non-Lutron Software (such as operating system software included with the Supplied Computer) is provided by the respective software provider; Lutron makes no warranty with respect to non-Lutron software.

Lutron Software: Subject to the exclusions and restrictions, for a period of 1 year, Lutron warrants the Lutron Software will substantially conform to Lutron's published specifications and documentation. Lutron does not warrant that the Lutron Software will operate in combination with any other software. Lutron does not warrant that the Lutron Software operation will be uninterrupted or error-free (see applicable Lutron Software license for additional terms and conditions).

NOTE: Systems purchased with start-up include 2 years of diagnostic labor. Diagnostic labor is provided by Lutron Services Co., Inc. (See below for Terms and Conditions of Lutron Services Co., Inc. Technology Support Plan for details.)

EXCLUSIONS AND RESTRICTIONS

This Warranty does not cover:

1. Damage, malfunction or inoperability diagnosed by Lutron as caused by normal wear and tear, abuse, misuse, incorrect installation, neglect, accident, interference or environmental factors, such as, but not limited to, (a) use of incorrect line voltage, fuses, or circuit breakers; excessive line noise in the power supply; (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 Underwriters Laboratories; (c) use of incompatible devices or accessories; (d) improper or insufficient ventilation; (e) unauthorized repairs or adjustments; (f) vandalism; (g) water damage, (h) an act of god, such as fire, lightning, flooding, tornado,

 **LUTRON®** SPECIFICATION SUBMITTAL

Page

Job Name:	Model Numbers:
Job Number:	

earthquake, hurricane or other problems beyond Lutron’s control; (i) a virus or computer hacker; or (j) failure to maintain equipment in specified temperature range.

2. Except as otherwise provided herein, 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/drivers, sockets, and fixtures; fixture wiring between ballasts and lamps; building wiring between the lighting control system panels and lamps and between the controls and the lighting control system panels; audio-visual equipment; and non-Lutron hardware to include time clocks, motion detectors, and sensors.
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. Modifications or upgrades to the Lutron Software necessitated by the upgrade or modification of the operating system software on the Supplied Computer, or any other computer, being utilized to operate the Lutron Software
6. Repairs required due to malfunctions caused by non-Lutron Software.
7. Any loss of software, including the Lutron Software, or data. Customer has sole responsibility to properly back up all data on the Supplied Computer and on any other storage device in the System.
8. Damage, malfunction or inoperability to the Supplied Computer diagnosed by Lutron as caused by a)any item included in 1, above, b)failure to provide a reliable power supply (including generator or battery back-up), c)improper shut down caused by power loss, or d) installation of any unauthorized software.
9. Window shade systems, including components and fabric.

WARRANTY LIMITATIONS

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. 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 OTHER-WISE 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

Job Name:	Model Numbers:
Job Number:	

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 RECEIVED BY LUTRON 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 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 used with the System available when making the call.

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 the site of the System 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 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 this Warranty.

REMOTE ACCESS

An appropriate communications link to the computer must be installed to allow Lutron to remotely administer, troubleshoot, and support the System. Contact Lutron for supported communication link protocols (example: Ethernet). Lutron expressly disclaims all liability due to local area network (LAN) and wide area network (WAN) problems, firewalls, or other security features which prevent Lutron's ability to remotely access the System. Lutron disclaims all responsibility for ensuring the security of the Supplied Computer and communication link from unauthorized access.

EXTENDED LIMITED WARRANTY OPTIONS

The following extended warranties may be purchased (see Lutron project specific bill of materials for applicable coverage).

NOTE: On-Site diagnostic labor and maintenance visit provided by Lutron Services Co., Inc., see Terms and Conditions of Technology Support Plan for details.

Lutron p/n: **LSC-E8S**

- On-Site or remote diagnostic labor (years 1 and 2 only) response time: **AS AVAILABLE**
- Hardware warranty: Years 3 through 5 = 50% parts only coverage; years 6 through 8 = 25% parts only coverage.

Lutron p/n: **LSC-E8G**

- On-Site or remote diagnostic labor (years 1 and 2 only) response time: **72-hour**
- Preventive Maintenance Visit: Years 1 and 2 only; 1-day annual scheduled maintenance visit
- Hardware warranty: Years 3 through 5 = 50% parts only coverage; years 6 through 8 = 25% parts only coverage.

Lutron p/n: **LSC-E8P**

- On-Site or remote diagnostic labor (years 1 and 2 only) response time: **24-hour**
- Preventive Maintenance Visit: Years 1 and 2 only; 1-day annual scheduled maintenance visit
- Hardware warranty: Years 3 through 5; 50% parts only coverage, years 6 through 8, 25% parts only coverage.

LUTRON® SPECIFICATION SUBMITTAL

Page

Job Name:	Model Numbers:
Job Number:	

TERMS AND CONDITIONS OF LUTRON SERVICES CO., INC. TECHNOLOGY SUPPORT PLAN

Included Services

- Services are provided by Lutron Services Co., Inc. ("LSC").
- On-site or remote service to troubleshoot and diagnose the Lighting Control System ("LCS") manufactured by Lutron Electronics Co., Inc. ("Lutron")
- Coverage hours are 8:00am-5:00pm Monday through Friday excluding LSC holidays. Travel costs incurred by LSC are included. Support requested outside normal business hours, will be billable at LSC's then-current rates and minimum charges for overtime hours. Response time: LSC services scheduled on an as available basis.
- Preventive Maintenance Visit (optional—see project Bill of Materials for Lutron p/n and applicability) annual scheduled preventive maintenance site visit which can include on-site LCS customer training, minor LCS reprogramming, and LCS system optimization.

Service Procedures

- To schedule a visit, call 800-523-9466 and follow prompts to be connected to LSC Field Service Scheduling.
- LSC representatives will perform service in compliance with security and safety instructions provided by customer. LSC will provide a certificate of insurance upon request of customer.
- Customer agrees that all LSC service must be done in compliance with LSC's safety procedures, which may include temporarily disabling or de-energizing the LCS and other equipment connected to the LCS.
- LSC will respect the customer's confidentiality and will utilize job-specific information only as needed to complete the service visit.

This Technology Support Plan **DOES NOT COVER:**

- **Labor costs to remove and reinstall components, fixtures, window shades, ballasts/LED drivers, and/or line voltage electrical equipment.**
- **Services requiring a licensed electrician or electrical contractor.**
- Non-Lutron components and equipment to include: lamps, non-Lutron ballasts/LED drivers, sockets, fixtures, fixture wiring between ballasts and lamps,

building wiring between LCS elements, audio-visual equipment, non-Lutron timeclocks and sensors, and local area networks.

- Computers, associated equipment, and software; backup of the customer's LCS database.
- Customer activities related to providing a virtual private network or secured internet connection for remote access in support of remote programming and diagnosis by LSC; absence of such remote access prohibits remote access and related LSC support.
- Window Shade systems, including components and fabric.
- Repairs or adjustments to Lutron LCS required as a result of (i) malfunctions caused by non-Lutron supplied equipment, (ii) non-Lutron software that is connected to or used with the LCS, or (iii) programming changes made by anyone other than LSC or approved LSC authorized agent.

Warranties

- LSC makes no warranty, either express or implied, including, but not limited to, any implied warranties of merchantability and fitness for a particular purpose.

Indemnification/Hold Harmless/Limitation of Liability

- LSC agrees to indemnify, defend, and hold harmless customer from and against any liability or loss (including reasonable attorneys' fees and other costs of defense) resulting from judgments or claims for a) personal injury, including death, and/or b) damage/destruction of tangible property arising out of or incident to this Agreement (a) and b) collectively "Losses"), but only to the extent that such Losses are proximately caused by the negligence or willful misconduct of LSC.
- This indemnification obligation of LSC shall be construed so as to extend to all reasonable legal, defense and investigation costs provided customer promptly notifies LSC (Attn: General Counsel) that a claim or demand is being made. LSC will have the exclusive rights to defend, control, settle and compromise any claim, provided however, that LSC will consult with customer regarding any settlement or compromise that includes substantive

Job Name: Job Number:	Model Numbers:
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terms beyond a monetary settlement. Further, if LSC assumes the defense of a claim and customer desires to retain its own counsel with respect to such claim, customer may do so provided such counsel is retained at customer's sole cost and expense.

- **IN NO EVENT SHALL LSC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SERVICES RENDERED HERETO EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.**
- **EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER'S EXCLUSIVE REMEDY AND LSC'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THE AGREEMENT BETWEEN THE PARTIES WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED \$1000.**

- These Terms and Conditions of Lutron Services Co., Inc. Technology Support Plan are the complete agreement between customer and LSC regarding the services provided hereunder, and replaces any prior oral or written communications between Customer and LSC regarding such services. None of LSC's employees or agents may orally vary the terms and conditions of this Agreement. LSC's failure to exercise, delay in exercising, or single or partial exercise of any right, power, or privilege under this Agreement shall not operate to waive or preclude LSC's right to exercise such rights, power, or privileges. If any part of this Agreement is held to be invalid or unenforceable, it will not affect the validity or enforceability of the rest of the Agreement. Without further action of the parties, that part will be reformed to the minimum extent necessary to make it valid and enforceable. Any modification of this Agreement must be signed in writing by authorized representatives of Customer and LSC.

<p>Job Name:</p> <p>Job Number:</p>	<p>Model Numbers:</p>
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