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# Lutron Electronics Co., Inc. Commercial Systems Limited Warranty

Effective: December 5, 2023

#### SCOPE

This limited warranty ("Warranty") covers Lutron Electronics Co., Inc. ("Lutron") commercial lighting control systems (a "System") composed of:

- Commercial lighting control system panels, controls, processor panels, wall box products, and sensors (collectively, "Hardware"),
- Lutron LED drivers ("Drivers"),
- Provided computer hardware ("Supplied Computer"), and
- Lutron's commercial systems software ("Lutron Software").

The Lutron Software with the Hardware, 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 COVERAGE

## All Systems:

Hardware, Drivers, and Supplied Computers: Lutron warrants to original purchaser that such products will be free from defects in material and workmanship for the applicable coverage period below ("Coverage Period").

If any defect exists during the Coverage Period, 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.

**Lutron Software:** Lutron warrants to original purchaser that, during the Coverage Period, the Lutron Software will substantially conform to Lutron's published specifications and documentation.

If any covered defect exists during the Coverage Period, Lutron will, at its option, either repair or replace the defective product or component thereof, issue a credit against the purchase price of comparable replacement part(s) purchased from Lutron, or refund the amounts paid for such defective product or part(s) at time of original purchase. Repair or replacement may be made with new, used, repaired, reconditioned, or, if Lutron no longer sells the applicable part, a similar part of like function.

## **Optional Coverages:**

At the purchaser's option, additional coverage and an extended warranty term may be purchased ("Optional Coverages"). Please see the Optional Coverages section below for details.

## COVERAGE PERIOD

- Hardware: 2 years from Start Date
- Drivers: 3 years from Start Date
- Supplied Computer: 1 year from Start Date
- Lutron Software: 1 year from Start Date

The "Start Date" is either the date of shipment from Lutron, or, if system start-up is performed, the date of start-up, up to a maximum of 1 year from the date of shipment. The date of start-up may be determined by project phase.

Repair or replacement pursuant to this Warranty does not extend the Coverage Period.

## **LUTRON** SPECIFICATION SUBMITTAL

Page

Job Name:	Model Numbers:
Job Number:	

3601201e 2 09.27.23

## **EXCLUSIONS AND RESTRICTIONS**

This Warranty does not cover:

- 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, (1) use of incorrect line voltage, fuses, or circuit breakers; (2) excessive line noise in the power supply; (3) 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; (4) use of incompatible devices or accessories; (5) improper or insufficient ventilation or failure to maintain specified temperature range; (6) unauthorized repairs or adjustments; (7) vandalism, water, an act of god, such as fire, lightning, flooding, tornado, earthquake, hurricane, or other problems beyond Lutron's control; or (8) a virus or computer hacker.
- 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 such as time clocks, motion detectors, and sensors.
- Damage to other property, even if the damage was caused by the System.
- 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
- Non-Lutron Software and malfunctions due to non-Lutron Software.
- Loss of software, including the Lutron Software, or data.
- Damage, malfunction or inoperability to the Supplied Computer diagnosed by Lutron as caused by (1) failure to provide a reliable power supply (including generator or battery back-up); (2) improper shut down caused by power loss; or (3) installation of any unauthorized software.
- Window shade systems, including components and fabric.
- Lutron products purchased from unauthorized sellers, online auction sites, as second-hand items, or products which were diverted from the intended Lutron project application.
- 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.

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Page

Job Name:	Model Numbers:
Job Number:	

Warranty

3601201e 3 09.27.23

Page

## WARRANTY LIMITATIONS

Except as expressly provided in this Warranty, Lutron makes no, and specifically disclaims all, representations or warranties of any kind, 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 except as expressly set forth herein.

## To the maximum extent permitted by applicable law:

- 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, business interruption; loss of data, or any other pecuniary loss whatsoever), however caused and regardless of the theory of liability, 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. The foregoing limitation shall apply 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; and
- Lutron's (and its affiliates' and their officers', directors', employees', agents', contractors', suppliers', and licensors', entire liability on any claim arising out of or in connection with this Warranty (or any agreement incorporating this Warranty) or the manufacture, sale, installation, delivery, use, repair, or replacement of the System, and customer's sole remedy for the foregoing, will be limited to the amount received by Lutron for the System.

#### TO MAKE A WARRANTY CLAIM

Promptly notify Lutron within the Coverage Period 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.

NOTE: For obsoleted products, the warranty period is limited to 90 days from the date of purchase.

**LUTRON** SPECIFICATION SUBMITTAL

Job Name:	Model Numbers:	
Job Number:		

3601201e 4 09.27.23

Page

## Lutron Electronics Co., Inc. Commercial Systems Standard Coverages

Systems Purchased with Start-Up Services from Lutron Field Service, a Lutron Authorized Service Contractor, or a Lutron Manufacturer's Representative Only:

Commercial Systems Limited Warranty with Diagnostic Labor Coverage:

Lutron P/N: LSC-B2

- To the coverage outlined in the Warranty section of this document, add:
  - Driver Coverage Period extended to 5 years.
  - Diagnostic labor covered for most system issues for 2 years; first available response time.

#### **REMOTE ACCESS**

An appropriate communications link to the Supplied Computer must be installed to allow Lutron to remotely administer, troubleshoot, and support the System.

Contact Lutron for supported communication link protocols. 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.

Systems purchased from a Lutron Dealer, Commercial Integrator, or Hospitality Technology Integrator where they are providing start-up services:

Commercial Systems 2-Year Parts Only Coverage:

Lutron P/N: LSC-2YR-PARTSONLY

- This Commercial Systems 2-Year Parts Only Warranty offers two (2) years of parts coverage
- 24/7 Technical Support
- There is no Lutron labor associated with this warranty

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Job Name:	Model Numbers:
Job Number:	

3601201e 5 09.27.23

## Lutron Electronics Co., Inc. Commercial Systems Optional Warranty and Service Coverages

The following information is provided for ease of reference only and is not part of the Warranty. Except as expressly set forth below, all other terms of the Warranty apply, including all exclusions and limitations.

# **Extended Warranty and Service Options**

Lutron 8-Year Extended Warranties including first 2 years of service and prorated parts coverage:

Lutron P/N: LSC-E8S, LSC-E8G, LSC-E8P

- To the coverage outlined in the Warranty section of this document, add:
- Extended Hardware warranty:
  - Years 1 through 2 = 100% parts
  - Years 3 through 5 = 50% parts
  - Years 6 through 8 = 25% parts only coverage
- Driver Coverage Period extended to 5 years
- Diagnostic labor covered for most system issues for 2 years:
  - Silver: 72-hour response time
  - Gold: 48-hour response time
  - Platinum: 24-hour response time
- Preventive Maintenance Visit: Gold and Platinum only, 1 day/year in first 2 years
- Priority Support Line: Platinum only

Extended Warranty Offering for Systems purchased from a Lutron Dealer, Commercial Integrator, or Hospitality Technology Integrator where they are providing the start-up services

Commercial Systems Limited 8-Year Parts Only Warranty:

Lutron P/N: LSC-8Y-LTD-PARTS

- To the coverage outlined in the Warranty section of this document, add:
- Extended Hardware warranty:
  - Years 1 through 2 = 100% parts
  - Years 3 through 5 = 50% parts
  - Years 6 through 8 = 25% parts only coverage
- Valid only on Commercial Systems
- Labor is not included

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Job Name:	Model Numbers:
Job Number:	

3601201e 6 09.27.23

## **Technology Support Plan Options**

## Silver/Gold Platinum Level Technology Support Plan:

Lutron P/N: LSC-SILV/GOLD/PLAT-IW (Systems In Warranty at time of purchase) LSC-SILV/GOLD/PLAT-OW (Systems Out of Warranty at time of purchase)

All Plans Include:

- On-site service to troubleshoot and diagnose the System
- System replacement parts and Lutron LED drivers; new or rebuilt
- Remote diagnostics for applicable Systems (requires an appropriate communications link to be available)
- 24/7 technical phone support, excluding holidays
- Diagnostic labor covered for most system issues for the life of the Plan:
  - Silver: 72-hour response time
  - Gold: 48-hour response time
  - Platinum: 24-hour response time
- Annual Preventive Maintenance Visit: Gold and Platinum only
- Priority Support Line: Platinum only

All plans are subject to the Lutron Services Co., Inc. [Technology Support Plan Master Terms], available at lutron.com/en-US/general/Pages/Terms-ConditionsofSale/Terms-Conditions-of-Sale.aspx

The Master Terms include important limitations, exclusions and restrictions, including limitations on Lutron's liability. Please review the Master Terms.

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# **LUTRON** SPECIFICATION SUBMITTAL

Page

Job Name:	Model Numbers:
Job Number:	