

## 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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## Terms and Conditions of Lutron Services Co., Inc. Support and Maintenance Plans

This Agreement between Lutron Services Co., Inc. ("LSC") and Customer provides parts and labor coverage for the Lutron Electronics Co., Inc. ("Lutron") Integrated Lighting Control System ("ILCS") purchased on this Bill of Material. Parts and labor are covered at 100%, as further specified below.

### 1. The Silver Plan COVERS:

- The diagnosis of problems with the Lutron ILCS and the repairs and adjustments necessary to restore the ILCS to normal operation are subject to the limitations described below. Visits will occur during normal business hours Monday through Friday.
- Replacement parts, new or rebuilt, at LSC's option.
- Four (4) hours of remote programming annually, for systems with that capability.
- Remote diagnostics, for systems with that capability.
- Unlimited Lutron Technical Support (1-800-523-9466).

### 2. Additionally, the Gold & Platinum Plans COVER:

- An annual ILCS Checkup which can include:
  - a) an evaluation to verify that the ILCS is working properly
  - b) verification that panels have not been overloaded in the course of building relamping or renovation
  - c) training of users on operation and maintenance of the ILCS
- For Trouble Calls, LSC will use commercially reasonable efforts to be at the Customer's site within 24 hours (for Platinum customers) or 72 hours (for Gold customers) of receipt of the request.

### 3. Service Procedures

- To schedule a visit, call 610-282-3800 and request to be connected to Field Service Scheduling.
- LSC representatives will perform service in compliance with security and other instructions provided by the Customer.
- LSC will respect the Customer's need for confidentiality and will utilize job-specific information only as needed to complete the service visit.
- ILCS Checkups (for Gold and Platinum customers) will occur during normal business hours Monday through Friday. They must be scheduled at least two weeks in advance.
- Customer agrees to allow LSC prompt and sufficient access to Customer's facility and to provide reasonable information and assistance to the LSC representatives to expedite the performance of service.
- 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 ILCS and other equipment connected to the ILCS.
- LSC will provide a certificate of insurance upon request of Customer.

### 4. This plan DOES NOT COVER:

- Damage or malfunctions diagnosed by LSC as due to abuse, misuse, or accident, such as: use of incorrect line voltage, fuses or protection devices; failure to follow operating and maintenance instructions provided by Lutron or LSC; failure to comply with national or local electrical codes; unauthorized repairs/adjustments; vandalism or theft; fire, flood, "Acts of God", or other problems beyond LSC's control.
- Non-Lutron components and equipment such as: lamps; non-Lutron ballasts, sockets, and fixtures; fixture wiring between ballasts and lamps; building wiring between ILCS elements; audio-visual

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equipment; non-Lutron timeclocks and motion detectors; and Local Area Networks.

- Labor costs to remove and reinstall fixtures and/ or ballasts.
- Desktop, Laptop, or Server hardware and software.
- Repairs or adjustments to Lutron ILCS required as a result of (i) malfunctions caused by non-Lutron supplied equipment, (ii) software that is connected to or used with the ILCS, or (iii) programming changes made by anyone other than LSC.

5. 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
- For ILCS components that may be covered by product-specific warranties, LSC will coordinate the processing of any warranty claims.

6. Limitation of Remedy

- CUSTOMER'S EXCLUSIVE REMEDY AND LSC'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE REPAIR OF THE DEFECTIVE ILCS IN ACCORDANCE WITH THIS AGREEMENT. IF LSC IS UNABLE TO MAKE SUCH REPAIR, CUSTOMER'S EXCLUSIVE REMEDY AND LSC'S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE CHARGE PAID BY CUSTOMER FOR ONE YEAR OF SERVICE UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL LSC BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COSTS, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF OR INABILITY TO USE THE SYSTEM.

- THIS AGREEMENT GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE MAY NOT APPLY.
- Customer shall not bring legal action related to the services being provided hereunder more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.
- LSC shall not be responsible for any delay or failure to perform its responsibilities under this Agreement that results from problems outside the control of LSC such as: permit or visa requirements; strikes or work stoppage; fires, floods, "Acts of God", wars, or force majeure; and transportation disruptions.
- With regard to any services that are not within the coverage of this Agreement, please contact LSC for service pricing and availability.

7. Taxes

- Customer agrees to pay all taxes (or reimburse LSC for all amounts paid or payable by LSC in discharge of these taxes) arising from this Agreement including state and local sales and use taxes, regardless of designation.

8. Term; Termination

- The term of this Agreement shall commence on the date of start-up completion and shall continue for the number of one-year terms purchased on the Bill of Material.
- Default: LSC may terminate this Agreement if Customer remains in default of any material term or condition of this Agreement ten days after LSC gives Customer written notice of the default.
- Unnecessary Service Calls: If Customer requests service on more than two (2) occasions in any one year for problems that are diagnosed by LSC as non-covered problems, LSC may terminate this Agreement by providing Customer with 30 days notice of termination.

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9. Miscellaneous

- **Entire Agreement:** This Agreement is 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. Any modification of this Agreement must be signed in writing by authorized representatives of Customer and LSC.
- **Additional Remedies:** This Agreement affords Customer specific legal rights. Customer may have additional legal rights that vary from state to state. This Agreement is not a warranty. The ILCS may come with a limited warranty from Lutron or third party manufacturers of products distributed by Lutron. Please consult those warranties for specific rights and remedies.

- **Severability:** 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.
- **Waiver of Rights:** 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.
- **Send Notices to:** Lutron Services Co., Inc., Attn: Director of Field Service, 7200 Suter Road, Coopersburg, PA 18036, cc: Legal Dept.

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