

Date Revised: 29-Aug-2022

(Quote to complying Authorized Stocking Distributor only)

Job Name: Sommet Blanc Sommet Blanc

Job Location: Park City, UT

Quoted To: BUILD 26

Name: Jason Scerbo

Quoted By: Dave Eves

Quotation Based Upon:

Bill of Material:

Qty. Model Number

BILL OF MATERIAL

1 **QP5-1L-POE**

Pre-assembled Athena processor panel containing one Athena processor with one QS link. Panel contains 8 Port POE Ethernet Switch. Must connect to other processors with cat5e cable or better via QP5 panel POE switch or third-party switch prior to commissioning. Panel accepts one 100V-277V, 1 phase, 2 wire, 20A feed, (20A-1P over-current protection, per circuit, by others.) Dimensions (inches(cm)): 21.00 (53.3)H x 14.39 (36.5)W x 4.09 (10.4)D. Weight (w/o packaging): 25 lbs.

1 **QP5-2L-POE**

Pre-assembled Athena processor panel containing one Athena processor with two QS links. Panel contains 8 Port POE Ethernet Switch. Must connect to other processors with cat5e cable or better via QP5 panel POE switch or third-party switch prior to commissioning. Panel accepts one 100V-277V, 1 phase, 2 wire, 20A feed, (20A-1P over-current protection, per circuit, by others.) Dimensions (inches(cm)): 21.00 (53.3)H x 14.39 (36.5)W x 4.09 (10.4)D. Weight (w/o packaging): 25 lbs.

1 **QP5-4L-POE**

Pre-assembled Athena processor panel containing two Athena processors with four QS links total. Panel contains 8 Port POE Ethernet Switch. Must connect to other processors with cat5e cable or better via QP5 panel POE switch or third-party switch prior to commissioning. Panel accepts one 100V-277V, 1 phase, 2 wire, 20A feed, (20A-1P over-current protection, per circuit, by others.) Dimensions (inches(cm)): 21.00 (53.3)H x 14.39 (36.5)W x 4.09 (10.4)D. Weight (w/o packaging): 25 lbs.

5 **Q-RF**

Athena Wireless Clear Connect Type X Gateway - 100 CCX devices. Must connect to network of other processors with cat5e cable or better via QP5 panel POE switch or third-party POE switch prior to commissioning.

1 **QSN-4A5-S**

ESN PHASE ADAPTIVE SURFACE MNT, BLACK, 9.25in x 13.25 in.

54 **QSN-4T16-S**

4 zone 0-10V dimming module, with 4 corresponding feedthrough switched outputs. Includes QS communication link and 4 groups of inputs for sensors and wallstations. Dimensions: 13.25 in x 9.25 in x 3.16 in

24 **QSM2-4W-C**

434 MHZ QS Sensor Module with 4 wired connections, Ceiling Mount

92 **MS-A102-WH**

Maestro Dual Tech Sensor. Single Circuit. No neutral required.

2 **MS-Z101-WH**

0-10V dimmer and occupancy/vacancy PIR sensor White

2 **NTRCS-1-WH**

Nova T Momentary Switch

1 **QWP-S-4RW-WH-E**

QS device: Palladiom QS 2-column International keypad with 7 buttons (4 on left, 3RL on right) with white backlit engraving and White plastic finish. Includes predefined custom engraving. Dimensions: 95mm X 95mm X 10mm. Requires Quantum version 3.1 or later.

3 **QWP-S-4W-BN-E**

QS device: Palladiom QS 4 button International keypad with white backlit engraving and Bright Nickel metal finish. Includes predefined custom engraving. Dimensions: 95mm X 95mm X 10mm. Requires Quantum version 3.1 or later.

13 **QWP-S-4W-WH-E**

QS device: Palladiom QS 4 button International keypad with white backlit engraving and White plastic finish. Includes predefined custom engraving. Dimensions: 95mm X 95mm X 10mm. Requires Quantum version 3.1 or later.



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- 11 EC-DIR-WH**
Ceiling mounted Daylight Sensor with infrared (IR) receiver
- 103 LOS-CDT-2000-WH**
Occupancy sensor - Ceiling mount, dual technology, 2000 sq ft, active high, 20-24VDC, white. Not rated for outdoor use. Contact Engineering.
- 20 LUT-WSPSM24V-360-WH-CPN6111**
Surface-mount high bay occupancy sensor made by Hubbell with a 360 degree view lens. White.
- 3 LUT-ELI-3PH**
UL924 Emergency Lighting Interface for use with 1- or 3-phase power systems. Functions include 1-phase or 3-phase 100V-347V 50/60HZ detection, signal override of Circuit Selectors/MIs, Energi Savr Nodes, GRAFIK Eye QSs, and Quantum Bus Supplies, phase status indicator LED, test switch, and single Fire Alarm Control Panel/Security Alarm dry contact closure input. Interface mounts on a standard 4in square utility box. . Dimensions (inches(mm)): 7 3/4(197)H x 5(127)Wx 2 1/2(64)D Separate power supply required.
- 1 LUT-SHUNT**
Shunt Relay Line Voltage Switching or Dimming Applications. Not included on this quotation and to be provided by others. Please work with your Lutron Rep Agency for a quotation.
- 40 LUT-SHUNT-A-TD**
UL924 Listed Emergency Power Control Intended for use with Ketra™ Controls & Luminaires. Not included on this quotation and to be provided by others. Please work with your Lutron Rep Agency for a quotation.
- 8 LUT-SHUNT-D**
Shunt Relay for 0-10V and Line Voltage Applications. Not included on this quotation and to be provided by others. Please work with your Lutron Rep Agency for a quotation.
- 3 PP-DV**
Power Pack for use with LOS series sensors. 120-277V rated.
- 2 PP-DV-M**
Power Pack for use with LOS series sensors. 120-277V rated. Contact closure input available for manual override.
- 94 CW-1-WH**
CLARO 1 Gang Faceplate White
- 1 UN-G2L6001CWH**
G2 LINEAR, LEADER CABLE, 50 FT, NORTH AMERICA, WHITE
- 48 CM-A20XXXXXXXXXXXXXXXXX**
A20, A LAMP _ Temporary Line Item
- 132 CM-D3XXXXXXXXXXXXXXXXXXXXX**
D3 Downlight _ Temporary Line Item
- 8 CM-G212XXXXXXXXXXXXX**
Ketra & Athena Compatible - G2 Linear, 12 _ Temporary Line Item
- 1 CM-N3LTX16RECBK**
Athena Compatible - N3 SATELLITE, INDOOR, N AM, 100-277VAC 60Hz, RECESSED, BLACK
- 1 LUT-LTE-1**
LUT-LTE-1 Lutron Athena connected startup service delivered via the LTE modem. Must connect to network of other processors with cat5e cable or better via QP5 panel POE switch or third-party switch prior to commissioning. The internet service on this modem is temporary and will be turned off once commissioning is completed by a Lutron field service engineer.
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1 Ketra STD Freight Cost

Ketra Standard Freight Cost

1 LSC-B2

2 year warranty providing 100% replacement parts & 100% Lutron labor coverage with a first-available response time.

1 LSC-OS-SU-A-RPST

Onsite Athena Startup by a Lutron Services Company representative for this system includes the following services:

- A Remote Prewire Session with the Electrical Contractor, Project Manager, and Owner's Representative to discuss the project scope (including installation details on all equipment), review the Lutron submittal package (specifically the system one-line, device spec sheets and system layout) and discuss the construction timeline.
- Onsite Startup Visit(s) after Lutron equipment is installed; Equipment installation is verified, and the system is programmed and tested during this time to comply with the approved sequence of operations.
- A Training Package which includes: (1) 2-hour system closeout training on the last day of commissioning and (1) Customer System Orientation visit (LSC-CSO-VST) 30-90 days post occupancy.

Product Lead Time: Please contact Lutron with your desired product delivery date. Typical lead times for Lutron system products are 20 weeks or less after receipt of approved submittal and release. To best enable Lutron to meet your delivery requirements, please submit your construction schedule with your hold for release purchase order.

For this Quote, the estimated Lead Time (in weeks) After Release is 20 Weeks.

Ketra Lamps/Fixtures Cost :	\$91,244
Equipment (including Ketra communication devices) and Start-up :	\$199,390

Total Budget Cost :

Excludes any applicable Taxes (per Lutron's Terms and Conditions of Sale)

\$ 290,634.00 USD*

***FOR ANY SHIPMENTS TO HAWAII:**

Up to an additional **4.5%** for Hawaii General Excise Tax **WILL** be added to the Total Cost noted above.

Visit www.lutron.com/incentives for location specific information on rebates and incentives that promote energy efficient lighting systems. Financial assistance to purchase and install energy efficient products can come from local and state utilities, state energy efficiency programs, EPC Act tax incentives, and federal stimulus monies that focus on energy efficiency.

Qualifiers:

1. Refer to description column on quote for dimming panel feeder requirements.
2. Distributor is responsible for ensuring that system provided meets project specifications.
3. Grafik Systems and Home Systems software is available in English only.
4. The user must contact Lutron for written approval prior to installation/upgrade of third party software on the lighting control computer. Lutron is not responsible for compatibility issues stemming from third-party software installations and upgrades.
5. It is the responsibility of the End-User to provide and install equipment for network and internet connection.
6. It is the responsibility of the End-User to provide and install adequate network security (eg. Firewall, etc).
7. EcoSystem ballast module C5-BMF* and C5-BMJ* allows integration of Lutron's 3-wire phase controlled dimming ballasts or drivers into EcoSystem Bus.
8. If included, Factory Startup pricing is based on full access to all affected rooms during normal business hours. Additional charges will apply if access during normal business hours is not provided.
9. The distributor is responsible for ensuring compatibility of EcoSystem ballasts and drivers interface with fixtures.
10. EcoSystem ballasts and drivers terminals only accept solid wire. Class 2 sensor inputs require #22AWG solid wire and line voltage inputs and the EcoSystem bus accept #16 AWG or #18 AWG. See product documentation for more details.
11. All fixtures for use with Ecosystem dimming ballasts require rapid-start sockets.
12. Lutron recommends EcoSystem Cable, or suitable alternative, for (Class 2) Sensors and (Class 1 or 2) EcoSystem Bus wiring. Quotation and purchase of cable does not imply agreement by fixture manufacturers to pre-install ballasts/drivers and cabling.
13. For systems including shade control, startup scope does not include the installation of the shade and shade systems. Installation is the responsibility of the shade installer.
14. See Load Schedule for dimmer module circuit ratings and controllable dimming load types.
15. LRF2 sensors are wireless, ceiling- or wall-mounted, battery-powered sensors that automatically control lights via RF communication to compatible dimming or switching devices.
16. Compatible dimming or switching devices are not included with LRF2 sensors and must be purchased separately. Refer to



www.lutron.com/rps for compatible products.

17. LRF2 sensors must be located within 60 ft (18 m) line of sight or 30 ft (9 m) through walls of a QS Sensor Module (QSM).

18. LRF2 occupancy/vacancy sensors ability to detect motion requires line-of-sight of room occupants. Sensor must have an unobstructed view of the room. DO NOT mount behind or near tall cabinets, shelves, hanging fixtures, ceiling fans, etc.

19. LRF2 occupancy/vacancy sensors cannot see through glass objects such as patio or shower doors.

20. Hot objects and moving air currents can affect LRF2 occupancy/vacancy sensor performance. To ensure proper operation, sensor should be mounted at least 4 ft (1.2 m) away from light bulbs below the ceiling line and HVAC vents.

21. LRF2 occupancy/vacancy sensor performance depends on a temperature differential between the ambient room temperature and that of room occupants. Warmer rooms may reduce the sensor's ability to detect occupants.

22. Normal and emergency power cannot be mixed in the same ESN unit.

23. Consult local codes for mixing 120V and 277V feeds in the same ESN unit.

24. This bill of materials may contain products that are not Buy American Act (BAA-US Country of Origin) nor Trade Agreements Act (TAA) compliant. Please refer to the project's Federal Acquisition Rules (FARs) which can be found in the original project solicitation/statement of work, RFP, or Division 1 of the specification, to confirm if the project requires products that meet these compliance requirements. Please contact Lutron should your project require products manufactured in the United States or a TAA country.

25. Lutron will provide submittals as electronic files. If Lutron is requested to provide paper hardcopies, Lutron will issue a quote based on the number of sheets, size of sheets, number of submittal sets required, and standard ground shipping. Minimum charge for paper hard copies will start at \$100 per set and increase in price depending on size and number of sheets. Paper hardcopies will also be subject to an increased lead time.

26. The standard lead-time for submittal information is 10 working days for projects under \$150K; 15 working days for projects from \$150-250K; 20 working days for all projects from \$250-500K; 25 working days for projects from \$500K-1M and a minimum of 30 working days for projects greater than \$1M. Product data sheets based upon the quoted bill of materials can be provided within 3 days of receipt of order at Lutron Electronics. Lutron's project management team will contact the installing electrical contractor to discuss the specific submittal requirements and together will determine an acceptable submittal schedule.

27. The lead-time for submittal drawings begins from Lutron's receipt of purchase order or other authorized intent to purchase and receipt of all other required documents.

28. On jobs that include EcoSystem ballasts and drivers, Lutron will require electronic files of the lighting plans to create project specific EcoSystem installation drawings. Lutron can accept AutoCAD or PDF electronic files. An additional 3-5 working days are required for submittals if files are provided in PDF format because they are more time consuming for Lutron to mark-up to show the proper Ecosystem installation.

29. The standard submittal information includes the following: (1) Bill of material with product descriptions (2) Product data sheets for all products shown on the bill of materials (3) Single-line diagrams and/or lighting plan overlays indicating the low-voltage wiring requirements (4) Panel schedules indicating the loads to be landed in each dimming/switching panel provided (5) Sequence of operation indicating Lutron's current understanding of the programming intent for the system. If Lutron has been informed of, or identified in the project specification, requirements for the project submittals that are in addition to the standard submittal information provided by Lutron, standard submittal lead-times may not apply to this project. These additional requirements will need to be discussed with the project team to determine the required submittal lead-time.

30. No shades, shade power supplies, or shade controls are included on this quote unless otherwise noted on the bill of material. The current bill of material may not have capacity for additional shade-related equipment. If shades are to be included on this project please contact Lutron.

31. Lutron can only guarantee compatibility with dimmable CFL and LED loads that appear on our published product compatibility lists found on www.lutron.com. It is the responsibility of the installing contractor to verify compatibility of these loads with the quoted product.

32. Any deviation from this bill of material is subject to a new quotation.

33. All controls are provided with a white finish unless noted otherwise in the product description of the bill of material.

34. Lutron All-In-One Cable for any control links is not included in this quotation, unless otherwise noted.

35. An AutoCAD reflected ceiling floor plan is required at submittal stage for all jobs that include ecosystem control.

36. A copy of the database will be provided to the end user in an electronic format after commissioning. It is the responsibility of the customer to maintain backups of changes to the database.

37. Lutron recommends installation of a dedicated Lutron inter-processor network. If building network is to be used, contact Lutron for specific network requirements.

38. The installer is responsible for ensuring that UL Listed LED drivers and/or remote mounted drivers are mounted in a position where they can be easily located and accessed if service or troubleshooting is necessary.

39. Please confirm all quantities of fixtures.

40. Sales tax will be applied at time of shipment if applicable.

41. This quote is subject to change once final control intent is confirmed.

42. At the time of this quote, no panel link exists off of the Athena processor. Lutron GP, XP, LP, CCP, XPS, LCP panels are not compatible with this quote and must require a separate system. Athena DIN Panels are only compatible with Athena processors and communicate via the QS link and must follow all QS link rules.

43. At the time of this quote, no DMX link exists off of the Athena processor. Any DMX lighting must be controlled via the QSE-CI-DMX or will not be controlled by the Lutron system.

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44. The Clear Connect X gateway provides connection to Ketra devices only. Any LRF2 sensors or wireless Pico controls will communicate to the QSM via Clear Connect Type A technology.
45. Ethernet devices must be within 328 Ft(100m) of a network switch.
46. If any Lutron EcoSystem ballasts and drivers are designated as emergency equipment, an upstream normal/emergency automatic transfer switch (by others) is required to feed normal/emergency Lutron EcoSystem ballasts and drivers. Upon loss of normal power and application of emergency power, all normal/emergency Lutron EcoSystem ballasts and drivers default to full intensity and remain there until normal power is restored.
47. Remote diagnostics for Athena system requires an internet connection.
48. Required Ethernet network switches for inter-processor communication of the lighting control and Network equipment used to connect corporate networks to the lighting control system will be provided by others. This includes but is not limited to Routers, Switches, Ethernet cables and jacks.
49. Excludes CAT-5 and other Low-Voltage wiring required.
50. Excludes interface to AV and other systems not listed in Ketra or Athena notes.
51. Quote is valid for ninety (90) days from date shown.
52. Athena Touch Screens communicates with an Athena processor via the System Ethernet Link and must be powered by an IEEE 802.3af-2003 or 802.3at-2009 compliant Power over Ethernet (PoE) supply, Lutron model Q-POE-PNL or by others.
53. Athena DIN Panel switching, 0-10v, and PRO LED+ Phase Adaptive dimming modules are supplied by a single 16 amp feed and provide four (4) outputs.
54. Normal and emergency power cannot be mixed in the same Athena DIN Panel.
55. Light Bar Slim requires cabling between the fixture and X96 controller. This cable is not included in this quote.
56. If Lutron startup is included in this quotation, the startup consists of a single phase of service, without interruptions by a single field service engineer. If phases of startup or multiple engineers are needed onsite at the same time, custom startup can be requested and must be purchased.

LUTRON ELECTRONICS CO., INC. QUOTATION TERMS AND CONDITIONS

All sales of Lutron products are pursuant to Lutron's Terms and Conditions of Sale (T&Cs), which are attached to this quotation and are also available in Lutron's price books, via DIMS at <http://dims.lutron.com>, at <http://www.lutron.com/general/Terms-ConditionsofSale/Pages/Terms-Conditions-of-Sale.aspx>, and upon request. No terms and conditions other than the T&Cs, including any terms and conditions in any document attached to or incorporated by reference into any order accepted by Lutron, shall be binding upon Lutron unless accepted in writing by Lutron.

Quotation/Design:

Quoted prices are firm three (3) months from date of quotation. After three (3) months and up to six (6) months, all quotations will be subject to a maximum of 10% escalation to cover increased costs of labor and materials. All quotations must be re-quoted after six (6) months.

This Quotation is based on Lutron's interpretation of provided documents and includes Lutron's standard design, finish and construction unless indicated otherwise.

Compliance with project specific plans and/or specifications is not the responsibility of Lutron, and Lutron's acceptance of an order does not suggest or confirm such compliance. For all custom orders, the end-user or other authorized representative for a project must approve all drawings. Changes in drawings and/or Bill of Materials will require a new quotation.

Order:

A purchase order may be placed against this quotation by any Lutron Distributor. If you are not a Lutron Distributor, you can request a listing of Lutron Distributors in your area.

An order may be placed against this quotation on a Hold-for-Release basis. An order will not be considered firm unless accepted in writing by Lutron. Acceptance of an order does not imply conformance to plans and specifications. Prices are firm for 3 months from date of order acceptance. The price of all hold-for-release orders not released for immediate shipment within 3 months from the date of order acceptance will be increased up to 10% over the initial order price to cover increased cost of labor and material. All hold-for-release orders not released for immediate shipment within 6 months from the date of order acceptance may be cancelled by Lutron and subject to a 25% cancellation charge based on the price of the order.

Country of Origin:

Upon written request, Lutron will provide country of origin for the products quoted.

Terms:

Terms of sale shall be, at Lutron's option, one of the following: (a) your normal Lutron credit limit and terms as set by Lutron's credit department; or (b) credit limit and terms as approved by Lutron's credit department. Lutron reserves the right to require cash in advance or a confirmed, irrevocable letter of credit for each order. Further, Lutron may elect, at its discretion, not to quote or accept an order above your normal credit limit. If this quotation exceeds your credit limit, you should contact Lutron's credit department to discuss credit and terms in advance of placing an order.



Cancellations:

Orders for standard Lutron products may only be revised or canceled prior to the date of loading at the place of shipment, and only with Lutron's prior consent. Orders for nonstandard or custom Lutron products may only be revised or canceled prior to the commencement of production, and only with Lutron's prior consent. Any product which Lutron has the capability of producing but does not inventory is considered a nonstandard or custom product. All cancelled orders, whether for standard products or nonstandard or custom products, shall be subject to a cancellation charge of 25% of the order price. If not cancelled as provided herein, customer shall be liable for the full order price.

Returned Goods Policy:

New and unopened products may be returned in accordance with Lutron's Returned Goods Policy in effect on the date each order is accepted and as authorized by Lutron on a Return Good Authorization, with the exception of non-standard, custom products and metal wall plates which are not returnable. Customer will be charged a minimum restocking charge of 25% of the cost of the returned goods and shall be responsible for freight and duties to return the products to Lutron. Lutron's Returned Goods Policy is available in Lutron's Price List, via <http://dms.lutron.com>, at <http://www.lutron.com/general/Terms-ConditionsofSale/Pages/Terms-Conditions-of-Sale.aspx>, and upon request.

LUTRON ELECTRONICS CO., INC. TERMS AND CONDITIONS OF SALE

1 Acceptance of Orders/Terms: All orders are subject to acceptance by Lutron Electronics Co., Inc. ("SUPPLIER") at its Coopersburg, PA headquarters. SUPPLIER reserves the right to reject any order. Possession of a price list does not constitute an offer to sell. Acceptance of any order by SUPPLIER is expressly conditioned on Customer's assent to the terms and conditions set forth herein ("Terms") and the waiver by Customer of any terms and conditions contained in any order form, confirmation, or any other communication of Customer, whether previously or hereafter delivered to SUPPLIER, which either add to, differ from, modify, conflict with or are otherwise inconsistent with any term or condition herein. SUPPLIER hereby gives notice of its objection to any additional or different terms or conditions in any such order form, confirmation or communication. Customer's failure to object in writing to these Terms prior to the earlier of Customer's acceptance of the products ordered or fifteen (15) days after delivery thereof to Customer will constitute agreement by Customer to these Terms. SUPPLIER hereby gives notice of its objection to any additional or different terms or conditions in any such order form, confirmation or communication.

2. Hold for Release Orders: An order may be placed on a hold-for-release basis. Prices are firm for 3 months from date of order acceptance. The price of all hold-for-release orders not released by Customer for immediate shipment within 3 months from the date of order acceptance will be increased up to 10% increase over the initial order price to cover additional cost of labor and material. All hold-for-release orders not released for immediate shipment within 6 months from the date of order acceptance may be cancelled by SUPPLIER and subject to a 25% cancellation charge based on the price of the order.

3. Product Changes: SUPPLIER reserves the right to discontinue the manufacture or sale of any product ("Supplier Product") at any time or to alter, modify or redesign the Supplier Products.

4. Use of Trademarks: Customer shall use SUPPLIER's trademarks, logos or other identifiers in accordance with SUPPLIER's Corporate ID Guidelines and Style Guide found at .

5. Price: All prices are subject to change without notice. Should any governmental action or request prevent SUPPLIER from implementing any price or continuing any price already in effect, SUPPLIER may at its option cancel Customer's order or any part thereof.

6. Taxes/Duties: All prices exclude Taxes (as defined in Article 14) and are the sole responsibility of the Customer.

7. Credit Approval: Customer credit approval is required prior to any shipment. If SUPPLIER determines at any time that Customer's financial condition does not justify the extension of credit to Customer, then SUPPLIER may at its option require cash payments in advance or other satisfactory security prior to delivery.

8. Cancellation/Change Orders: Orders for standard Supplier Products may only be revised or canceled by Customer prior to the date of loading at the place of shipment, and only with SUPPLIER's prior consent. Orders for nonstandard or custom Supplier Products may only be revised or canceled by Customer prior to the commencement of production, and only with SUPPLIER's prior consent. Any product which SUPPLIER has the capability of producing but does not inventory is considered a nonstandard or custom product. All cancelled orders, whether for standard Supplier Products or nonstandard or custom Supplier Products, shall be subject to a cancellation charge of 25% of the order price. If not cancelled as provided herein, Customer shall be liable for the full order price.

9. Onsite Service Cancellation: Onsite Service days may be included as line items in the above quotation. Onsite Service days are defined as any visit required by Lutron to the job site. The purpose of these visits includes but is not limited to; starting up the system, documenting the performance of the system, troubleshooting the system, coordinating with other trades and training. Scheduled Onsite Service days may be cancelled by the Customer within 2 business days of the scheduled visit date. Onsite Service days cancelled the day prior or the same day as the scheduled date of the visit are subject to a cancellation fee as described in the table below.

Service Cancellation fees

		USD	CAD
Onsite Service	1 business day prior, or day of service	\$ 500	\$ 550

10. Packaging/Shipping/Risk of Loss: Unless otherwise agreed by SUPPLIER in writing (i) SUPPLIER shall select the method of shipment and carrier, and (ii) costs for shipping shall be billed to Customer in accordance with the carrier's then current price list. Costs for special packaging and/or handling requested by Customer shall be the responsibility of Customer. The risk of loss, damage or shortage of SUPPLIER Products shall pass to Customer upon delivery to the carrier regardless of notice to Customer. SUPPLIER assumes no responsibility for insuring shipments unless specifically agreed to in writing by SUPPLIER, in which case the cost of insurance shall be for Customer's account.

11. Title: Title to the Supplier Products shall only pass to the Customer upon the occurrence of any one of the following events: (i) the Customer having paid to the SUPPLIER all sums (including any default interest, if applicable) due from it to the SUPPLIER under the applicable invoice between the SUPPLIER and the Customer and SUPPLIER having received such payment as defined in the these Terms, or (ii) the SUPPLIER serving on the Customer notice in writing specifying that title to the Supplier Product has passed. Until title to the Supplier Product has passed to the Customer as set forth herein, the Customer shall possess the Supplier Product as a fiduciary and bailee of the Seller. If the SUPPLIER so requires, Customer shall store the Supplier Product separately from other goods and shall ensure that they are clearly identifiable as belonging to the SUPPLIER. The SUPPLIER may recover Supplier Product in respect of which title has not passed to the Customer at any time and the Customer irrevocably licenses the SUPPLIER, its officers, employees and agents to enter upon any premises of the Customer, with or without vehicles, for the purpose either of recovering goods in respect of which title has not passed to Customer or confirming that the Supplier Product is being stored and/or identified as required by SUPPLIER.



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12. Delivery: Quoted shipping and/or delivery dates are based on estimates at the time of order. SUPPLIER shall use reasonable commercial efforts to meet such shipping and/or delivery dates, but SUPPLIER shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages, resulting from late deliveries. Except as expressly provided otherwise herein, Customer agrees to purchase and pay for all material ordered as specified on SUPPLIER's invoice.

13. Claims for Loss, Damage or Shortage: Any claims for damage, loss or shortage should be filed by Customer with the respective transportation carrier in writing immediately upon receipt of the Supplier Products. In no event shall SUPPLIER be liable for damage or loss to a shipment caused by a carrier. If shortage exists with respect to any shipment and it is not concealed, Customer shall secure a notation of such shortage from the carrier on the freight bill or delivery receipt. If shortage is concealed, Customer must notify the carrier and SUPPLIER within 15 days. No claims for damage, loss or shortage will be allowed unless they are accompanied by an inspection report or signed delivery receipt noting such damage, loss or shortage signed by a representative of the carrier and forwarded to SUPPLIER within 30 days of the invoice date.

14. Return of SUPPLIER PRODUCT: Customer may return new and unopened Supplier Product in accordance with Supplier's Returned Goods Policy in effect on the date each order is accepted and as authorized by Supplier on a Return Good Authorization, with the exception of non-standard, custom Products and metal wall plates which are not returnable. Customer will be charged a minimum restocking charge of 25% of the cost of the returned goods and shall be responsible for freight and duties to return the Supplier Product. SUPPLIER's Returned Goods Policy may be found in SUPPLIER's Price List as well as at <http://dims.lutron.com>. SUPPLIER reserves the right to amend its Returned Goods Policy from time to time, as updated at <http://dims.lutron.com>.

15. Payment: All invoices, whether partial or in full, shall be due and payable in full by Customer pursuant to the terms set forth thereon. Invoices not timely paid are subject to an interest charge of 1.5% per month on any unpaid balance or the maximum rate allowed by law, which interest charges shall accrue beginning on the invoice due date. If Customer (i) becomes insolvent, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver or trustee appointed for it or its property, (ii) takes action to liquidate or otherwise cease doing business as a going concern, (iii) undergoes a change in ownership, (iv) fails to provide adequate assurance or security for credit extended, or (v) takes any other action that SUPPLIER determines in its sole discretion adversely impacts the conditions under which credit was extended, then all amounts outstanding from Customer hereunder shall at SUPPLIER's option become immediately due and payable. ALL PAYMENTS, WHETHER UNDER THE STANDARD PAYMENT TERMS OR OTHERWISE, SHALL BE CONSIDERED RECEIVED BY SUPPLIER AS FOLLOWS: (A) FOR PAYMENTS BY CHECK, WHEN THE CHECK IS RECEIVED AT SUPPLIER'S DESIGNATED PAYMENT LOCATION, AND (B) FOR PAYMENTS BY ELECTRONIC FUNDS TRANSFER, THE BUSINESS DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO SUPPLIER. Customer shall pay all undisputed invoices regardless of any dispute that may exist as to other delivered or undelivered goods. With respect to any disputed invoice, Customer shall pay all amounts not in dispute. Customer expressly waives the right to assert any offset or counterclaim with respect to amounts due under any invoice issued by SUPPLIER hereunder.

Customer shall make and remit any payments due SUPPLIER free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature ("Taxes") now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments and all interest, penalties or similar liabilities with respect thereto. If Customer or any other person is required by any law or regulation to make any deduction or withholding on account of any Taxes from any payment to the SUPPLIER due under this Agreement, Customer shall, together with such payment, pay such additional amount ("gross up") as to ensure that SUPPLIER receives full payment. Customer represents and warrants to SUPPLIER that the full amount of any such deductions or withholding shall be accurately and timely paid over to the relevant authorities and Customer shall promptly forward to SUPPLIER copies of official receipts or other evidence satisfactory to SUPPLIER regarding such payment. Customer shall also agree to fully indemnify and hold SUPPLIER harmless, and reimburse SUPPLIER upon its written request, for the amount of any Taxes so levied or imposed and paid by SUPPLIER.

Notwithstanding the generality of the forgoing, Customer shall be responsible for any provincial, state or local tax (excluding taxes based on SUPPLIER'S income or profits) that results from the transfer of title or sale or delivery of the Products purchased hereunder unless a valid and correct tax exemption certificate is furnished to SUPPLIER prior to delivery.

16. SUPPLIER Obligations/Limitation of Liability: SUPPLIER PRODUCT DELIVERED HEREUNDER AND ALLEGED TO BE DEFECTIVE OR OTHERWISE OPENED AND THEN RETURNED TO CUSTOMER BY AN END-USER MAY BE RETURNED BY CUSTOMER TO SUPPLIER FOR A PERIOD UP TO ONE (1) YEAR FROM THE DATE OF SALE BY CUSTOMER TO END-USER. UPON RETURN OF SUPPLIER PRODUCT BY CUSTOMER, SUPPLIER MAY ELECT, AT ITS SOLE OPTION, TO RETURN THE CONSIDERATION PAID BY CUSTOMER TO SUPPLIER FOR SUCH RETURNED PRODUCT OR TO DELIVER CONFORMING PRODUCTS TO CUSTOMER. THE PRODUCT-SPECIFIC WRITTEN WARRANTIES PROVIDED IN OR WITH THE SUPPLIER PRODUCT ARE INTENDED EXCLUSIVELY FOR THE BENEFIT OF THE END-USER AND NOT CUSTOMER. **THE FOREGOING IS THE ONLY OBLIGATION OF SUPPLIER TO CUSTOMER RELATING TO DEFECTIVE PRODUCTS AND IS IN LIEU OF ALL OTHER OBLIGATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SUPPLIER BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND.**



Date Revised: 29-Aug-2022

17. Remedies of Customer: THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE OBLIGATION OF SUPPLIER FOR ANY BREACH OF CONTRACT CLAIM THAT SUPPLIER PRODUCTS DELIVERED DO NOT OTHERWISE CONFORM TO THE ACCEPTED ORDER SHALL BE EITHER THE RETURN OF CONSIDERATION PAID BY CUSTOMER TO SUPPLIER RELATED TO THE BREACH, OR UPON SUPPLIER'S ELECTION, THE DELIVERY OF CONFORMING SUPPLIER PRODUCTS TO CUSTOMER. WITH RESPECT TO SUPPLIER'S NONCOMPLIANCE WITH ANY OTHER OBLIGATION OF SUPPLIER HEREUNDER, THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND THE SOLE AND EXCLUSIVE OBLIGATION OF SUPPLIER WILL BE AS SUPPLIER IN ITS DISCRETION WILL DETERMINE AS FOLLOWS: (1) SUPPLIER MAY ELECT TO CURE SUCH NONCOMPLIANCE WITHIN A REASONABLE PERIOD OF TIME, OR (2) IF SUPPLIER FAILS TO CURE SUCH NONCOMPLIANCE, CUSTOMER MAY RECOVER AN EQUITABLE AMOUNT NOT TO EXCEED SUCH CHARGES AS WERE PREVIOUSLY PAID TO SUPPLIER BY CUSTOMER RELATING TO THE BREACH. **CUSTOMER WAIVES ALL OTHER REMEDIES, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE REMEDIES OF SPECIFIC PERFORMANCE AND REPLEVIN. ANY ACTION BROUGHT BY CUSTOMER IN CONNECTION WITH SUPPLIER'S PERFORMANCE HEREUNDER MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUES OR IT WILL BE DEEMED WAIVED. SUPPLIER'S LIABILITY TO CUSTOMER, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED AMOUNTS PAID BY CUSTOMER TO SUPPLIER FOR THE SUPPLIER PRODUCTS INVOLVED, AND CUSTOMER RELEASES SUPPLIER FROM ALL CLAIMS AND LIABILITIES IN EXCESS OF THIS LIMITATION. IN NO EVENT SHALL SUPPLIER BE RESPONSIBLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY KIND.**

18. Excused Performance: SUPPLIER shall be under no liability for any failure to perform any of its obligations under these Terms or any contract if and to the extent that the failure is caused by reason of any cause outside the control of the SUPPLIER. Delivery suspended or not made by reason of force majeure shall be canceled without liability, but the Terms shall otherwise remain unaffected. SUPPLIER may allocate its available supply of Supplier Products or materials among itself and its customers in its sole discretion and without liability to Customer.

19. Compliance with Laws, Regulations & Orders: Customer warrants that it will comply at all times with all laws (including customs, import and export laws), ordinances, rules, requirements and regulations applicable to the Products and when requested, shall furnish evidence to SUPPLIER of such compliance, including without limitation U.S. laws and regulations relating to exports, export controls, and foreign corrupt practices. SUPPLIER hereby certifies that the Supplier Products sold hereunder that were produced in the United States were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

When SUPPLIER sells Products to Customers outside of the United States, Customer shall be responsible for obtaining any and all necessary import licenses, certificates of origin or other requested documents and for paying all applicable customs duties and levies, insurances, transportation costs as specified in the purchase order, Taxes and any other expenses in respect of the importation of the SUPPLIER Products into any country outside the United States. If required by SUPPLIER, all the corroborative documentation must be presented to SUPPLIER upon request.

20. Entire Agreement. The terms and conditions contained herein constitute the entire agreement between SUPPLIER and Customer and supersede any and all prior agreements, whether oral, written or implied. No modification of these terms and conditions shall be effective unless made in writing and executed by SUPPLIER.

21. General: This agreement shall not be assigned by Customer without the prior written consent of SUPPLIER, and any assignment made without such consent shall be null and void. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Customer hereby expressly consents to the exclusive jurisdiction of the Pennsylvania courts to settle any disputes arising from these terms or the sale of Supplier Product to Customer.

