

STANDARD WARRANTY FOR PROFESSIONAL LED LAMPS

This Standard Warranty (in some cases also referred to as “Warranty Policy”) specifies the standard terms and conditions on warranty for the sale by Philips Lighting B.V.; Philips Lighting Belgium NV/SA; Philips Lighting GmbH; Philips Lighting Austria GmbH; Philips Lighting Switzerland AG; Philips France; Philips Lighting Spain, S.L.U.; Philips Lighting Portugal, Unipessoal Lda.; Philips Lighting Italy S.p.A.; Philips Lighting Hellas A.E.; Philips Lighting Sweden AB; Philips Lighting Denmark A/S; Philips Lighting Norway AS; Philips Lighting Finland Oy:n; Philips Lighting UK Limited; Philips Lighting Ireland Limited; Philips Lighting Poland Sp. z o. o.; Philips Lighting Romania SRL; Philips Lighting Eurasia LLC; Philips Slovakia s.r.o.; Philips Lighting Czech Republic s.r.o.; PHILIPS LIGHTING Ukraine LLC; or Philips Lighting Hungary Kft. (“Philips Lighting”) of the Professional LED lamps listed below in Table 1 (for the purpose of this Standard Warranty all referred to as “Products”). Only the purchaser that has purchased Products directly from Philips Lighting (“Customer”) can derive any rights from this Standard Warranty.

This Standard Warranty applies only for Products purchased on or after June,2018 within Europe.

This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of Philips Lighting currently in force, or such other terms as agreed to in a legally enforceable agreement executed between Philips Lighting and Customer, including separate supply, distribution or sales contracts (“Terms and Conditions”). Unless otherwise specified herein, any term or expression defined or used in Terms and Conditions and relating to this Standard Warranty shall have (in the interpretation of Terms and Conditions) the same meanings as used herein. In all other respects, Terms and Conditions remain unchanged and are in full force and effect. In the event of conflict between this Standard Warranty and Terms and Conditions in relation to the Products, this Standard Warranty will prevail.

1. Subject to the Terms and Conditions and this Standard Warranty (including exclusions, limitations and conditions stated therein), Philips Lighting warrants to Customer that Products will be free from Defects for the limited warranty period(s) expressed in years or hours, whichever comes first, as specified below in Table 1 (“Warranty Period”). For the purpose of this Standard Warranty, a “Defect” (or “Defective Product”) means that a Product has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Philips Lighting, with consideration given to the overall performance of the Product.

LED Tubes	Warranty Period ¹	
	Years	Total Warranty Hours
Master	5	43,800
MasterConnect	5	43,800
CorePro	3	20,000
HID Replacement LED Lamps	Warranty Period	
	Years	Total Warranty Hours
TrueForce	5	20000
TrueForce CorePro	2	8000
LED Lamps	Warranty Period	
	Years	Total Warranty Hours
Master	5	20,000
Master Value	5	20,000
CorePro	2	8,000
Classic LED	2	8,000
Interact-ready Sensors	Warranty Period	
	Years	Total Warranty Hours
Sensors IA	5	43,800

Table 1: Description of Product and Warranty Period

2. Unless confirmed otherwise by Philips Lighting, a Warranty Period starts on the date of delivery of the Product to Customer.
3. Philips Lighting will have no obligations under this Standard Warranty if Customer is in breach of Customer's payment obligations under Terms and Conditions.
4. In order to be entitled to make a valid claim under warranty, Customer shall promptly notify Philips Lighting in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Philips Lighting under this Standard Warranty are subject to the following conditions:
 - 4.1. Customer shall keep proof of purchase for the Product available for inspection;
 - 4.2. Customer shall make claims under this Standard Warranty to Philips Lighting promptly and not later than thirty (30) days after discovery, and make available to Philips Lighting (or

¹ Customer receives the warranty for the applicable period expressed in years or hours, whatever comes first.

representatives) adequate records of operating history for the Product, at minimum the following information:

- 4.2.1. name and/or type number of the Product;
 - 4.2.2. details of the (alleged) Defect, including the number and percentage of failures, and date-code of failure, as applicable;
 - 4.2.3. the invoice date and, if performed by Philips Lighting, the installation date of the Product; and
 - 4.2.4. details of application, location, actual burning hours and number of switching cycles.
- 4.3. Customer shall give a Philips Lighting representative on-site access to the Product for which Customer invokes this Standard Warranty, and, on request, send any alleged Defective Product to Philips Lighting for analysis.
- 4.4. Customer shall obtain consent from Philips Lighting on the specifications of any tests it plans to conduct to determine whether a Defect exists.
- 4.5. Any lawsuit relative to any claims under warranty must be filed within one (1) year of the date of the notification of the claim.
5. The obligations of Philips Lighting under warranty will be limited, at the option of Philips Lighting, to within a reasonable time, either repair or provide a replacement product for the Defective Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. Philips Lighting is entitled at its option to replace the Defective Product(s) covered by warranty with a product that has minor deviations in design and/or specifications which do not affect the functionality of the Product. Philips Lighting may charge Customer for the reasonable costs incurred by Philips Lighting in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable freight, testing and handling costs.
6. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of (Defect) Products are not covered by the warranty provided hereunder. Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Philips Lighting.
7. Unless otherwise agreed by Philips Lighting and Customer in writing, the obligations under warranty by Philips only apply to the Products listed under section 1. Philips Lighting does not provide any warranty for any other products, including third party products and products not marked with the PHILIPS trademark or with other trademarks owned by Signify. In respect of software, Philips Lighting does not provide any warranty for any software that is not embedded in or delivered with any Products by Philips Lighting, even if Philips Lighting refers to third party software in its Documentation. The Warranty Period for customized or non-standard Products is one (1) year. Philips Lighting does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by Customer to Philips Lighting.

8. Philips Lighting will have no obligations under this Standard Warranty if the alleged Defect is found to have occurred as a result of any of the following:
 - 8.1. Any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Philips Lighting, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Philips Lighting cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber attacks and hacking or non-performance by suppliers of Philips Lighting or by other third parties on which services rely (including connectivity and communication services);
 - 8.2. Electrical supply conditions, including supply spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the Products and those set or defined by relevant supply standards for the Product;
 - 8.3. Improper wiring, installation or maintenance of Products not performed by (or for) Philips Lighting;
 - 8.4. Failure to adhere to installation, operating, application, maintenance or environmental instructions or guidelines prescribed by Philips Lighting or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
 - 8.5. Failure to use the Products for the purposes for which these have been designed;
 - 8.6. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
 - 8.7. Any attempt at repair, alteration or modification not authorized by Philips Lighting in writing;
 - 8.8. Usage of LED products not taken into account the application instructions concerning potential pollution (VOIC) or cleaning.
9. Customer acknowledges that the purchase price for the Product(s) is based on and reflects a proper allocation of risks and obligations of the parties related to warranty.
10. This Standard Warranty, read together with the provisions on warranty in the Terms and Conditions, constitutes the entire agreement regarding warranty for any Defective Products and supersedes all prior statements or communications (oral and written) to Customer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by Philips Lighting with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose which warranties Philips Lighting expressly disclaims. Customer shall not rely on any other information, from Philips Lighting or other sources, or generally known (industry) facts, regarding the Products or their performance. The sole and exclusive remedy for Customer in connection with any Defect will only be as explicitly stated in this Standard Warranty.

11. Philips Lighting may modify this Standard Warranty from time to time, and any modifications will be effective for all orders placed on or after the effective date of such modification.