

Warranty Terms and Conditions - Philips Lighting

1. Limited Warranty

The warranty as described herein shall only apply to Philips branded lighting products sold by Philips Lighting in the territory of Asia Pacific (hereinafter referred to as "Product"). The warranty is only applicable to the party purchasing the products directly from Philips (hereinafter referred to as: "Purchaser").

Philips warrants that each Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your Products as referenced to in your sales agreement. If a Product fails to operate in accordance with this warranty Philips will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

2. Terms and Conditions

Philips' warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set forth in the warranty policy and upon examination Philips determines to its satisfaction that such Product failed to satisfy this warranty, Philips will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation activities, costs or expenses, including without limitation labor costs or expenses.

If Philips chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Philips may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).

No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of Philips, in any matter.

This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify Philips in writing.

Philips will facilitate the technical resolution of problems. Third party products sold by Philips are not covered under this warranty, except as indicated in section 5.

This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).

This warranty shall be void in the event any repairs or alterations not duly authorized by Philips in writing are made to the Product by any person. The manufacturing date of the product has to be clearly readable. Philips reserves the right to make the final decision on the validity of any warrantee claim.

If requested by Philips, the non-conforming or defective Products shall become Philips' property as soon as they have been replaced.

3. Warranty Claims

All warranty periods mentioned are subjected to a Philips representative having access to the failed product or system for verification of non-compliance. Guarantee claims have to be reported and returned to the local Philips office within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- Products failed; for System warranties also other components used to be specified
- Installation date and invoice date
- Detailed problem description and number and % of failures, date-code of failure
- Application, hours burned and switching cycles
- Where a warranty claim is justified, Philips will pay for freight expenses. Philips may charge Customer for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

4. No implied or other warranties:

The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Philips 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 are hereby disclaimed.

These terms and conditions state Philips' entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Philips to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Philips has been advised or is aware of such defects.

5. Limitations and conditions

This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.

Upon request, Philips representatives have to be allowed to access the defective Product, system or application for verification of non-compliance.

Philips cannot be held liable for 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 defined by relevant supply standards (e.g. EN 50160 norms).

With respect to products sold to the Purchaser by Philips but not bearing the Philips name or sub-brands, Philips makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.