



## Philips Hadco Commercial Limited Warranty

For Professional, Industrial/Commercial Users and Applications Only

Philips Lighting North America Corporation warrants to the original purchaser ("**Purchaser**") that our Hadco product (other than ballasts, lamps, photoelectric controls and emergency battery packs) (the "**Product**") will be free of defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation published for or provided with the Product (the "**Specifications**") for a period of three (3) years except as indicated below:

1. Ten (10) year extended warranty for all grade mounted composite, copper & transformers.
2. Lifetime warranty for cast bronze and stainless steel.
3. Five (5) year extended warranty for LED engines & drivers.

Ballasts, lamps, photoelectric controls and emergency battery packs may be covered by separate ballast manufacturers' warranties and Purchaser does not make any warranties whatsoever as to these items which are sold by Purchaser "AS IS," and Purchaser will accept no responsibility or liability whatsoever therefore.

If any Product covered by this limited warranty is returned by Purchaser in accordance with Philips' Terms and Conditions of Sale (available at [www.philips.com/termsandconditionsprofessional](http://www.philips.com/termsandconditionsprofessional)) within the Warranty Period, and 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, subject to the terms and conditions set forth below. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Philips. 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 replace it with a comparable product.

This limited warranty is subject to the following additional conditions:

- The Products have been installed and operated in accordance with the Specifications.
- Adequate records of operating history are kept and available for inspection by Philips.
- A Philips representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.
- The Product has been purchased directly from an authorized Philips distributor/dealer for use in regions that are within the jurisdiction of the United States and Canada.
- Purchase receipt for the Product is available for inspection by Philips.

This limited 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, powers surges, corrosive environments, vandalism, neglect, or any use or installation in violation of the instructions or restrictions prescribed by Philips or any applicable standard or code, including those contained in the latest National Electrical Code, Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), and the Canadian Standards Association (CSA). This limited warranty shall become void in the event any repairs or alterations not authorized by Philips in writing are made to the Product by any person.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY PHILIPS WITH RESPECT TO THE PRODUCTS AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL PHILIPS' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL PHILIPS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, EVEN IF SUCH DAMAGES ARE FORSEEABLE OR IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limited warranty is in consideration of and is strictly subject to and conditioned by the terms set forth herein. Philips reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty