

## Philips Lighting Electronics North America

10275 West Higgins Road Rosemont, IL 60018

## Fortimo LED Led Strip – Led Line System Limited Warranty

Philips Lighting Electronics North America ("Philips"), 10275 W. Higgins Road, Rosemont, IL 60018 warrants that its Fortimo Led Strip-Led Line Module System will be free from defects in material and workmanship from the date of manufacture by Philips for a period of 5 years (Case temperatures listed in the product design in guide for the respective product lines).

The Fortimo Led Strip – Led Line Module System consists of a LED light generation engine with a Xitanium LED driver (collectively, the "Product").

This limited warranty is conditioned upon proper storage, installation, use and maintenance. This warranty is not applicable to any system which is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI), and with Philips instructions and guidelines for the Product. This warranty is not applicable to any Product or component subjected to abnormal stresses and operating conditions.

This limited warranty flows only to the original purchaser or first end-user purchaser. If the Product fails to conform to this warranty and is returned by purchaser in accordance with Philips published Warranty Service Program during the warranty period, Philips will, at its option, either repair or replace the Product or the non-conforming part thereof, or reimburse the purchaser for the purchase price of the specific Product. For purposes of clarity, "repair or replace the Product or the non-conforming part thereof" does not include any removal or reinstallation 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 replace it with a comparable product.

THE WARRANTIES AND REMIEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OR MERCHANTIABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. Purchaser's exclusive remedy, and Philips sole liability, for any nonconformity or defect in any Product shall be only those explicitly set forth herein.

**LIMITATION OF LIABILITY**: Philips will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages, including but not limited to, loss of profits or revenues, loss of use of the Product or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facility of services, down time cost, or claims of claimant's customers. Philips liability on any claim of any kind for any loss or damage arising out of, resulting from or concerning any aspect of this warranty or from the product or services furnished hereunder shall not exceed the price of the specific Product which gives rise to the claim.

Tel: 800.322.2086 Fax: 888.423.1882

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