



# Philips Limited Warranty

## 5-year Limited Warranty

For Professional, Industrial and Commercial Users / Applications Only

---

---

Philips Lighting North America Corporation ("Philips") warrants to the original purchaser ("Purchaser") that its Fortimo LED Twistable Downlight Module (TDLM) System ("Products") will be free from defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in documentation published for or provided with the Product. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition in its original packaging.

This limited warranty is valid for a period (i) 3 years in case operating temperature is below 70 degr C at Tc-Point or (ii) 5 years in case operating temperature is below 55 degr C at Tc-Point, in each case, from date of Purchaser's purchase (the invoice date).

If any Product covered by this limited warranty is returned by Purchaser in accordance with Philip's 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. Philips reserves the right to use new, reconditions, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this limited warranty.

This limited warranty is subject to the following additional conditions:

- The Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the manufacturer's instructions, which currently are contained in "Technical Application Guides" available at the following URL: [http://www.usa.lighting.philips.com/connect/tools\\_literature/tds\\_sheets\\_1.wpd](http://www.usa.lighting.philips.com/connect/tools_literature/tds_sheets_1.wpd).
- The Products must be used in combination with ballasts (including emergency ballasts) that are certified compatible with Philips InstantFit as published in the Philips Ballast Compatibility Guide, which is currently available on [philips.com](http://www.philips.com) at [http://www.usa.lighting.philips.com/connect/tools\\_literature/tds\\_sheets\\_1.wpd](http://www.usa.lighting.philips.com/connect/tools_literature/tds_sheets_1.wpd).
- 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 or 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, improper power supply, powers surges, corrosive environments, 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). No agent, distributor or dealer is authorized to change, modify or extend the terms of this limited warranty on behalf of Philips. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY PHILIPS IN WRITING.

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 PHILIPS WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

This limited warranty is effective for the purchases of the Product on or after the effective date set forth below and is in consideration of and is expressly 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.