

## EcoSwap BY PHILIPS LUMEC

### WARRANTY INFORMATION

#### COVERAGE

When properly installed and under normal conditions of use, Philips Lumec Inc. (herein named Manufacturer) warrants to its Purchaser that its supplied LED light engine and LED power components ("Product(s)") shall be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for an extended period of five (5) years from the date of invoice.

#### INCLUSIONS

Manufacturer's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Terms and Conditions, including without limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Manufacturer determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Manufacturer will, at its option, repair or replace the Product or the defective part. "Defective" is considered if five per cent (5%) of LEDs, per luminaire, are non-operating LEDs.

If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product.

Where defects in materials, manufacturing or design cause the product/solution failure, they shall be repaired or replaced at Manufacturer discretion.

Transport related damage is also included in the policy and should be redeemable from our transport contracts.

Shipment related to resolving the warranty claim (products to the customer/site, samples back from customer/site to Philips) is included in the agreed conditions.

#### EXCLUSIONS

This is a limited warranty, and excludes installation 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 below.

Manufacturer shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this product, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and Fitness for particular purpose and all warranties arising from course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any matter whatsoever.

For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of heat sink parts or misapplication/omission of heat transfer compound.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuations in electrical power).
3. Products which have been modified or have had the serial number altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or user manuals.
5. The product has been serviced by personnel not authorized by Philips Lumec.

## LIMITATIONS AND CONDITIONS

Products/Solutions should be used within their specifications (e.g. Temperature, water ingress and other extreme conditions, Indoor/outdoor, up-lighting/downlighting, etc.) and according to application guidelines. Warranty becomes void if the product is mis-applied. Warranty will also be voided should the customer fail to appropriately maintain their installation (eg. Changing lamps at end of life, replacement of components according to applications guidelines, etc.)

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to Manufacturer instructions. Purchaser must notify us in writing within 30 days of noticing the defect. We reserve the right to change the warranty period without prior notice and without incurring obligation and expressly disclaim all warranties not stated in this limited warranty.

Philips Lumec cannot be held liable for electrical supply conditions, including supply spikes, overvoltage/ 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).

Locally sourced or modified products must be approved, along with the supplier, by the relevant RBU to be supported by this policy. If the supplier and/or product is not approved by the relevant RBU then all warranty risks related to the product must be carried by the sales organization that sells the product.

This policy does not warrant consumables such as lamps, igniters, capacitors and other generally replaceable consumable items. Such items may carry a separate warranty which may differ from this policy.

Philips Lumec reserves the right to make the final decision on the validity of any guarantee claim. Therefore, it is necessary to return the defective LED fixture, the driver or power data supply and/or the electronic control gear to Philips Lumec for analysis. Please contact Philips Lumec for more information.