

**Philips Lighting Company**  
**Non-Cycling High Pressure Sodium**  
**Alto Lamp Warranty**

Philips Lighting Company is pleased to offer the following warranty covering its **Non-Cycling** High Pressure Sodium Alto lamps when operated on specified ANSI compatible ballasts, installed in accordance with the manufacturer's instructions. Philips warrants that these lamp types will comply with their respective published specifications at the time of installation and be free from defects in material and workmanship. (Ballast reference does not constitute an endorsement of ballast performance or warranty of their ability to operate the lamps under differing standards.)

Lamp types warranted: \_\_\_\_\_

Operated on (ballast type): \_\_\_\_\_

Installed at: \_\_\_\_\_

When these lamps are installed, handled and operated properly, with 10 or more operating hours per start, Philips agrees to provide replacement lamps at no charge for all lamps that fail within 4 years (based on 4500 operating hours per year) beginning 5 days after receipt of lamps at facility of installation as follows:

- (a) Any lamp which fails to operate when received or burns out during the first four years will be fully credited by replacement lamp as set forth in the chart below.
- (b) In addition, any lamp which fails to operate in the following intervals will be replaced as follows:

<u>Year</u>	<u>Replacement</u>
First Year	2 replacement lamps for every 1 failed lamp
Second Year	1 replacement lamp for every 1 failed lamp
Third Year	1 replacement lamp for every 1 failed lamps
Fourth Year	1 replacement lamp for every 1 failed lamps

Philips Lighting further warrants that ALTO lamps will pass the United States Environmental Protection Agency's Toxic Characteristic Leaching Procedure (TCLP) test prescribed in 1990 (40 CFR 261.App II).

The warranty is subject to the following additional conditions:

- The lamps have not been subject to abuse, misuse or acts of God.
- No devices other than the ballasts are employed to operate the lamps.
- A Philips representative will have access to the failed lamps and the ballasts used to operate them. If the ballasts or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.
- The lamps have been purchased directly from an authorized Philips Lighting Company distributor.
- The TCLP test has been conducted in accordance with Philips Lighting Company established procedure #SOP 08-001-1, which is available upon request and is derived from Science Application International Corporation's (SAIC) project 01-0825-03-0615-001 under EPA contract 68-WO-0027.
- This warranty is limited to lamps purchased for use in regions that are within the jurisdiction of the United States Environmental Protection Agency.

THE FOREGOING WARRANTY IS EXCLUSIVE, AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE, ARISING FROM THE FAILURE OF LAMPS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF PHILIPS LIGHTING COMPANY SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL PHILIPS LIGHTING COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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Regional Manager

\_\_\_\_\_  
Date