

February 6, 2012

Philips Lighting Electronics North America

10275 West Higgins Road Rosemont, IL 60018

Fortimo LED SLM System Limited Warranty

Philips Lighting Electronics North America ("Philips"), 10275 W. Higgins Road, Rosemont, IL 60018, warrants that its Fortimo SLM Spot Light Module (SLM) system will be free from defects in material and workmanship from the date of manufacture by Philips for a period of 5 years (LED light generation module case temperature(s) not to exceed 75°C, LED driver case temperature(s) not to exceed 75°C).

The Fortimo LED SLM system consists of a LED light generation module and a LED driver (collectively, the "Product"). This limited warranty only applies when the Philips LED module and driver are properly wired and installed together as a system; operated within the electrical values recommended by Philips; and used in situations approved for the application and in the environmental conditions (temperature, humidity) within the normal specified operating range of the system

This warranty is further conditioned upon proper storage, installation, use and maintenance. This warranty is not applicable to any Product 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.

Replacement of the Philips Product with LED components of other manufacturers will void the entire warranty.

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 REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY 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, facilities of services, down time cost, or claims of claimant's customers. Philips liability on any claim of any kind for any loss or damages 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.



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