

Philips TLED Lamps Limited Warranty

For Professional, Industrial/Commercial Users and Applications Only

Philips Lighting Company ("Philips") warrants that its Philips TLED lamps listed below (the "Products") will be free from defects in material and workmanship, for the period of years indicated below from date of purchaser's purchase (the invoice date) Philips, subject to the terms and conditions herein.

TLED Lamp Type	Rated Average Life	Warranty Period
EXT Series	50,000	5
Specifier Series	40,000	4
CorePro Series	25,000	2

The warranty period is based on lamp operation of 12 hours a day/7 days a year. If a Product fails to operate in accordance with this limited Warranty, Philips will, at its sole option, replace the Product with the same or a functionally equivalent Product or grant purchaser a credit for a future Product purchase.

For avoidance of doubt, "to replace the Product" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Philips.

This limited Warranty is subject to the following additional conditions:

- The Products have been installed and operated 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
- The Products have not been subject to accident, neglect, abuse, misuse or acts of God.
- Adequate records of operating history are kept and available for inspection by Philips.
- 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.
- This warranty is limited to lamps purchased for use in regions that are within the jurisdiction of the United States and Canada.
- Purchase receipt for the Product is available for inspection by Philips.

The warranty and remedy set forth herein do not apply to Products, parts, advice, assistance or service which Philips furnishes to purchaser as a business courtesy. The warranty is not applicable to any Product which is used in violation of any applicable standard, code or instructions for use, including those contained in the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA).

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 PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. THE LIABILITY OF PHILIPS SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.