

# Design-in Support Terms & Conditions – America

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These Design-in Support Terms and Conditions (“**these Terms**”) apply to all design-in support (“**Support**”) provided by Signify North America Corporation (“**Signify**”) to a customer requesting the Support (“**Customer**”).

Any report provided by Signify in connection with the Support is not an official testing certificate and cannot be used or construed as a document authorizing or otherwise supporting an official release of the luminaire. The Customer remains at all times liable and responsible for any and all required testing and approbation prior to the manufacture and sale of the luminaire in question.

The testing performed by Signify, as well as the scenarios, observations, conclusions, recommendations and other results or advice contained in any report provided by Signify in connection with the Support, are provided solely for informational purposes for internal evaluation by the Customer. Signify does not make and hereby expressly disclaims any warranties or assurances whatsoever as to the accuracy, completeness, reliability, content and/or quality of any testing, scenarios, observations, conclusions, recommendations and other results or advice contained in any reports or any other document provided in connection with the Support, whether express or implied including, without limitation, any warranties of satisfactory quality, fitness for a particular purpose or non-infringement. Signify has not investigated, and is under no obligation or duty to investigate, whether the scenarios, observations, conclusions, recommendations and other results or advice contained in any report provided in connection with the Support are, or may be, in conflict with existing patents or any other intellectual property rights. The scenarios, observations, conclusions, recommendations and other results or advice contained in any report or any other document in connection with the Support are provided by Signify on an “as is” basis, at the customer’s sole risk and expense.

Signify shall not be liable to the Customer for any damages (whether direct damages, lost profits, lost savings, loss of reputation, loss of goodwill, indirect, incidental, punitive, special or consequential damages) arising out of or in connection with the Support provided by Signify (including resulting from the use of any report, implementing any recommendations, and/or interactions of the solution in the later produced luminaries, the application of the luminaries or otherwise) whether or not such damages are based on tort, warranty, contract or any other legal theory – even if Signify has been advised, or is aware, of the possibility of such damages.

These Terms and any disputes arising out of these Terms shall be determined in accordance with the laws of the State of New Jersey without regard to its conflict-of-laws or choice-of-law principles.

These Terms shall constitute the entire agreement between Signify and the Customer relating to the subject matter hereof. Any waiver of these Terms shall only be effective if it is in writing and signed by Signify. If any part of these Terms is found invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of them, will not be affected.