

Warranty policy

Policy for Indoor Professional Luminaires

This document sets out the warranty policy of the Philips (sales) organization ('Philips') from which you ('Purchaser') purchase your professional luminaires. This policy is applicable only to Philips branded professional luminaires ('Products') purchased from January 2014 within Europe.

This warranty policy is subject to the provisions set out below and is subject to the attached terms and conditions ('Warranty Terms and Conditions').

This warranty policy only applies if referred to in a sales agreement between Philips and the Purchaser and it will replace the standard warranty clause provided in the Philips general terms and conditions of sale.

A. Warranty period

Subject to the provisions as set out in the Warranty Terms and Conditions, Purchaser receives the warranty for the applicable period, as described in table 1 and 2.




| Luminaire warranty | | |
|---|-------------------|---|
|  | LED SPECIFICATION | All LED Products (except below mentioned) |
|  | LED CORE | CoreLine LED range Vaya range CoreView Panel MiniPentura LED Luminaires with LED tubes (BCW060, BCW215/6, BMS022) |
|  | NON-LED | All Conventional Products |

Table 1: Warranty period for Philips Indoor Professional Luminaires



| System warranty | |
|---|-----------------------------------|
|  | Pacific LED Green Parking |
|  | Soundlight Comfort Unit & Ceiling |

Table 2: Warranty period for Philips Indoor Professional Systems

B. Special conditions

- The warranty period starts on the date of invoice.
- The warranty period is based on a burning behaviour of max. 4000 hours/year. In case of more than 4000 hours/year, the warranty period will be adjusted pro-rata.
- This warranty policy is only valid when products are properly installed and operated in application conditions as specified in the product datasheet.
- Purchaser receives this 'standard warranty' by default. On request, an 'extended warranty' or 'customized project warranty' can be agreed after evaluation of the specific application conditions.
- This warranty policy also applies to Ecophon products sold as part of Soundlight Comfort Unit and Ceiling.
- Purchaser shall not rely on any other information or documentation.

C. Additional Conditions (non-exhaustive)

- This warranty is only valid for products sold in Europe. In other regions, other conditions may apply.
- The Products have been purchased directly from a Philips (sales) organisation.
- Proof of purchase for the Products is available for inspection by Philips.
- The Products have been properly installed and operated in accordance with the manufacturer's instructions.
- Adequate records of operating history are kept and available for inspection by Philips.
- A Philips representative will have access to the defective Products. If the Products or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting systems.
- Labour costs for (de)-installation of the Products are not covered under this warranty.

PHILIPS

Warranty

Terms and Conditions

1. Limited Warranty

This warranty shall only apply to Philips branded lighting products sold by Philips Lighting in the territory of Europe (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from Philips (hereinafter referred to as: 'Purchaser').

Philips warrants that each Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for the Products referred to in your sales agreement. If a Product fails to operate in accordance with this warranty Philips will provide a free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set out below.

2. Terms and Conditions

- Philips' warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set out in the warranty policy and on examination Philips determines to its satisfaction that such Product failed to satisfy this warranty, Philips will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser the purchase price. For purposes of clarity, 'repair or replace the Product or the defective part thereof' does not include any removal or reinstallation activities, 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 refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the warranty on behalf of Philips.
- This warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing in accordance with the product specifications, the Purchaser must notify Philips in writing.
- Philips will facilitate the technical resolution of problems. Third party products sold by Philips are not covered under this warranty, except as indicated in section 5.
- This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use, including without limitation, those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- This warranty shall be void in the event any repairs or alterations, not duly authorized by Philips in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable. Philips reserves the right to make the final decision on the validity of any warranty claim.
- If requested by Philips, the non-conforming or defective Products shall become Philips' property as soon as they have been replaced.

3. Warranty Claims

All warranty periods mentioned are subjected to a Philips representative having access to the Product or system for verification of non-compliance. Warranty claims have to be reported and returned to the local Philips office within 30 days after discovery, specifying at least the following information (additional information may be required on request):

- details of the failed Products; and for System warranties also details of other components used;
- installation date and invoice date;
- detailed problem description, number and % of failures date-code of failure;
- application, hours burned and number of switching cycles;

Where a warranty claim is justified, Philips will pay for freight expenses. Philips may charge Customer for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

4. No implied or other warranties

- The warranty and remedies contained in this warranty are the only warranties given by Philips with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed.
- These terms and conditions state Philips' entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Philips to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Philips has been advised or is aware of such defects.

5. Limitations and conditions

- This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, Philips' representatives shall be allowed access to the defective Product, system or application for verification of non-compliance.
- Philips cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/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).
- With respect to products sold to the Purchaser by Philips, but not bearing the Philips name or sub-brands, Philips makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

The Philips logo, consisting of the word "PHILIPS" in a bold, blue, sans-serif font.