

Professional Luminaires Limited Warranty

This document describes the limited warranty terms and conditions of the relevant Philips Lighting Organization (hereinafter “Philips”) from which you (hereinafter “Purchaser”) have purchased your Philips branded Professional Luminaires. This limited warranty is applicable only to Philips branded Professional Luminaires (hereinafter “Products”) purchased directly from Philips on or after February 1, 2016 within ASEAN Pacific, Japan, South Korea, Russia, Central Asia, Middle East, Turkey and Africa.

This limited warranty only applies if specifically referred to in a sales agreement between Philips and the Purchaser and will replace the standard “Limited Warranty and Disclaimer” clause provided in the Terms and Conditions of Commercial Sale of the relevant Philips Lighting Organization.

This limited warranty is subject to (i) the provisions set forth below; and (ii) the attached Warranty Terms and Conditions (hereinafter “Warranty Terms and Conditions”).

A. Warranty Period

This limited warranty is valid for the periods specified for each Product as described in Table 1 below (hereinafter “**Warranty Period**”):

Table 1: Warranty Period for Professional Luminaires

Professional Luminaire	Standard Warranty Period
LED with lifetime \geq 25 000 hours	3 years
LED with lifetime < 25 000 hours	1.5 years
Conventional Luminaire	1 year

B. Special Conditions

- This limited warranty is valid for Products sold on or after February 1, 2016. Philips reserves the right to modify this limited warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.
- The Warranty Period starts on the date of Purchaser’s purchase from Philips (i.e., date of invoice).
- The Warranty Period is based on a burning behaviour of ≤ 12 hours/day, switching cycle of ≤ 2 times/day for indoor luminaires and ≤ 1 time/day for outdoor luminaires.
- The determination of whether a Product is defective shall be made by Philips in its sole discretion with consideration given to the applicable product specification.
- LED Professional Luminaires shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the LED Professional Luminaire.
- Products should be used within their applicable product specifications and according to application guidelines provided by Philips. This limited warranty is void if (i) the Product is not used for the purpose for which it is designed; and (ii) Purchaser fails to appropriately maintain the installation of such Products (e.g., changing lamps at end of life, replacement of components according to applications guidelines, etc.).
- Unless otherwise agreed by Philips, customized or non-standard Products are offered a standard 1 year warranty.
- Surge Protection Device (SPD) breakdown as a result of electrical surge is not covered in this limited warranty.

In the event there is a conflict between the Special Conditions set out above and the Warranty Terms and Conditions, these Special Conditions shall prevail in relation to that specific conflict.

Warranty Terms and Conditions



1. Limited Warranty

- (i) The limited warranty as described herein shall only apply to Philips branded lighting products ("Product") sold by the Philips Lighting Organization stated in your invoice ("Philips") in the territory of ASEAN Pacific, Japan, South Korea, Russia Central Asia, Middle East, Turkey and Africa. This limited warranty is only applicable to the party purchasing the Products directly from Philips ("Purchaser").
- (ii) Philips warrants that each Product will be free from defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation published for or provided with the Product (the "Specifications"). The foregoing warranty shall be valid for the period mentioned in the applicable warranty letter for your Products as referenced to in your sales agreement. The determination of whether the Product is defective shall be made by Philips in its sole discretion with consideration given to the overall performance of the Product.

2. Terms and Conditions

- (i) This limited warranty is only for the benefit of the Purchaser. If any Product covered by this limited warranty is returned by Purchaser in accordance with Section 3 below within the applicable warranty period set forth in the warranty letter and upon examination Philips determines to its satisfaction that such Product failed to satisfy this limited warranty, Philips will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price paid for the Product. Philips shall have a reasonable time to repair, replace or reimburse Purchaser. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation activities, providing access to Products (e.g., scaffolding, lifts, etc.) and other costs or expenses, including without limitation labour costs or expenses which shall be for the account of the Purchaser.
- (ii) 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 purchase price paid for the Product to Purchaser or replace the Product with a comparable product (that may show small deviations in design and product specification).
- (iii) No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of Philips, in any matter.
- (iv) This limited warranty only applies when the Product has been properly handled, stored, transported, wired, 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. Third party products sold by Philips are not covered under this limited warranty.
- (v) This limited warranty does not apply to damage or failure to perform arising as a result out of any acts of God or from any abuse, misuse, abnormal use, power surges or spikes, corrosive environments, neglect, or any use or installation in violation of the instructions prescribed by Philips or 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).
- (vi) This limited warranty shall be void in the event any repairs or alterations not specifically authorized by Philips in writing are made to the Product by any person. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.
- (vii) This limited warranty does not apply to generally replaceable consumable items such as lamps, igniters and capacitors. Any warranties applicable to surface finish, poles, backup batteries, controls, occupancy sensors, photocells and other fixture accessories are excluded from this limited warranty.



3. Warranty Claims

- (i) All warranty periods mentioned are subject to Purchaser providing Philips authorized representatives access to the failed Product or system for verification of non-compliance. Purchaser shall keep adequate records of operating history of the Products and allow Philips authorized representatives to inspect such records on request. Warranty claims have to be reported to the local Philips office within 30 days after discovery, specifying at least the following information (additional information may be required on request):
 - Name and type number of Products failed; for Systems, other components used are also to be specified
 - Proof of purchase, invoice date and installation date
 - Detailed problem description; number and percentage of failure, manufacturing date-code of failure
 - Application conditions, hours burned and switching cycles
- (ii) If requested by Philips, the defective Product shall be returned to the local Philips office within 30 days of such request.
- (iii) Where a warranty claim is justified, Philips will pay for freight expenses for returned Products. 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.
- (iv) If requested by Philips, the non-conforming or defective Product shall become Philips' property as soon as they have been replaced.

4. No Implied or Other Warranties

- (i) To the fullest extent permitted by law, the warranties contained herein 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 expressly disclaimed.
- (ii) Purchaser's sole and exclusive remedy in connection with any defective or non-conforming Products supplied by Philips to Purchaser shall be only as explicitly stated herein.

5. Limitations and Conditions

- (i) Under no circumstances shall Philip's aggregate and cumulative liability arising out of or in connection with a defective Product, in contract, tort or otherwise, exceed the purchase price of the Product to which such liability relates. Further, in no event shall Philips be liable for special, incidental, consequential, indirect or compensatory damages (such as loss of revenue/profits, business or goodwill, damage to property or other extended costs not previously mentioned) including, without limitation, damages resulting from loss of use, profits, business or goodwill even if Philips has been advised, or is aware, of the possibility of such damages.
- (ii) Philips cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems etc., that are beyond the specified limits of the Products and those defined by relevant supply standards. In absence of a published standard, the EN50160 shall apply.
- (iii) 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.

This limited warranty is in consideration of and is subject to the conditions set forth herein and is effective for purchases of Product on or after the effective date set forth. Philips reserves the right to modify this limited warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.