



Warranty

Policy for CityTouch control components

This Warranty Policy specifies the standard terms and conditions on warranty for the sale by the Philips end-user sales organization ("Philips Lighting") of the CityTouch control components listed below in Table 1 ("Products"). The CityTouch control components are purchased in combination with the CityTouch service contract, with the sole purpose of integration into a CityTouch Ready luminaire of a certified CityTouch Ready partner. Only the purchaser that has bought Products directly from Philips Lighting ("Buyer") can derive any rights from this Warranty Policy.

This Warranty Policy must be read together with the Terms and Conditions of Commercial Sale of Philips Lighting currently in force, or such other terms as agreed by Philips Lighting and Buyer, including separate service or sales contracts ("Terms and Conditions"). Unless otherwise specified herein, any term or expression defined or used in Terms and Conditions and relating to this Warranty Policy shall have (in the interpretation of Terms and Conditions) the same meanings as used herein. In all other respects, Terms and Conditions remain unchanged and are in full force and effect. In the event of conflict between this Warranty Policy and Terms and Conditions in relation to the Products, this Warranty Policy will prevail.

- Subject to (any and all exclusions, limitations and conditions as set out in) Terms and Conditions and this Warranty Policy, Philips Lighting warrants to Buyer that Products will be free from Defects for the limited warranty period(s) specified below in Table 1 ("Warranty Period"). For the purpose of this Warranty Policy, a "Defect" (or "Defect Product") means that a Product has a defect in material or workmanship which cause the Product to fail to substantially operate in accordance with the agreed performance specifications.

| Description of Product | Warranty Period |
|---|-----------------|
| CityTouch Connector node | 5 years |
| CityTouch OLC communication box, in either light or dark grey | 5 years |
| CityTouch OLC power box | 5 years |

Table 1: Description of Product and Warranty Period

- Unless confirmed otherwise by Philips Lighting, a Warranty Period starts from date of delivery to the buyer or CityTouch Ready certified partner.
- Philips Lighting will have no obligations under this Warranty Policy if Buyer is in breach of Buyer's payment obligations under Terms and Conditions.
- In order to be entitled to make a valid claim under warranty, Buyer shall promptly notify Philips Lighting in writing of any alleged Defect Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Philips Lighting under this Warranty Policy are subject to the following conditions:
 - Buyer shall keep proof of purchase for the Product available for inspection;
 - Buyer shall make claims under this Warranty Policy to Philips Lighting promptly and not later than thirty (30) days after discovery, and make available to Philips Lighting (or representatives) adequate records of operating history for the Product, at minimum the following information concerning the Product:
 - name and/or type number of the Product;
 - details of the (alleged) Defect, including the number and percentage of failures, and date-code of failure, as applicable;

- 4.2.3.the invoice date and, if performed by Philips Lighting, the installation date of the Product; and
- 4.2.4.details of application, location, actual burning hours and number of switching cycles.
- 4.3. Buyer shall give a Philips Lighting representative on-site access to the Product for which Buyer invokes this Warranty Policy, and, on request, send any alleged Defect Product to Philips for analysis.
- 4.4. Buyer shall obtain consent from Philips Lighting on the specifications of any tests it plans to conduct to determine whether a Defect exists.
5. The obligations of Philips Lighting under warranty will be limited, at the option of Philips Lighting, to within a reasonable time, either repair or provide a replacement product for the Defect Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. Philips Lighting is entitled at its option to replace the Defect Product(s) covered by warranty with a product that has minor deviations in design and/or specifications which do not affect the functionality of the Product.
6. Buyer shall bear the costs of access for remedial warranty efforts by Philips Lighting, including (de) mounting and/or (de)installation, removal and replacement of systems, structures or other parts of Buyer's facility, decontamination, and re-installation of (Defect) Products. Philips Lighting may charge Buyer for the reasonable costs incurred by Philips Lighting in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable freight, testing and handling costs.
7. Unless otherwise agreed by Philips Lighting and Buyer in writing: (i) Philips Lighting does not provide any warranty for third party products, non-Philips branded products or any software that is not embedded in or delivered with any Products by Philips Lighting, or software which is subject to copyright owned by a third party; (ii) Philips Lighting does not warrant whether or not Products infringe any third party patent, trademark, copyright, design right or other intellectual property right and with respect to any third party rights Philips Lighting transfers only such title as Philips Lighting may have to Buyer, provided that Philips Lighting does warrant that at the time of acceptance of Buyer's order it is not actually (nor should it be reasonably) aware of any such infringement; and (iii) the Warranty
- Period for customized or non-standard Products is one (1) year. Philips Lighting does not provide any warranty related to any Defect arising from designs or specifications supplied by Buyer to Philips Lighting.
8. Philips Lighting will have no obligations under this Warranty Policy if the alleged Defect is found to have occurred as a result of any of the following:
- 8.1. Any acts of God and/or other Force Majeure events. In the event and to the extent not defined in the Terms and Conditions, Force Majeure means and includes any circumstances or occurrences beyond the reasonable control of Philips Lighting – whether or not foreseeable at the time of the agreement – as a result of which Philips Lighting cannot reasonably be required to execute its obligations including force majeure or non-performance by suppliers or subcontractors of Philips Lighting;
 - 8.2. Lightning;
 - 8.3. 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 set or defined by relevant supply standards for the Product (e.g. EN 50160 norms);
 - 8.4. Improper wiring, installation or maintenance of Products not performed by (or for) Philips Lighting;
 - 8.5. Failure to adhere to installation, operating, application, maintenance or environmental instructions or guidelines prescribed by Philips Lighting or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
 - 8.6. Failure to use the Products for the purposes for which these have been designed;
 - 8.7. Being subject to corrosive environments, excessive wear and tear, lightning, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
 - 8.8. Any attempt at repair, alteration or modification not authorized by Philips Lighting in writing;
 - 8.9. Usage of LED products not taken into account the application instructions concerning potential pollution (VOIC) or cleaning.
9. Buyer acknowledges that the purchase price for the Product(s) is based on and reflects a proper allocation of risks and obligations of the parties related to warranty.

10. This Warranty Policy, read together with the provisions on warranty in the Terms and Conditions, constitutes the entire agreement regarding warranty for any Defect Products and supersedes all prior statements or communications (oral and written) to Buyer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by Philips Lighting 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 Philips Lighting expressly disclaims. Buyer shall not rely on any other information, from Philips Lighting or other sources, or generally known (industry) facts, regarding the Products or their performance. The sole and exclusive remedy for Buyer in connection with any Defect will only be as explicitly stated in this Warranty Policy.
11. Philips Lighting may modify this Warranty Policy from time to time, and any modifications will be effective for all orders placed on or after the effective date of such modification.

Specific Provisions

- The warranty period is based on a burning behavior for the Products of maximum 4000 hours/year. In case of more than 4000 hours/year, the warranty period will be adjusted pro-rata.
- In case a CityTouch Ready certified partner integrates CityTouch OLC into his luminaire, The CityTouch Ready certified partner will be solely responsible for integration of the Products into his luminaire and supplying CityTouch Ready Luminaires that are safe, free of defects in design, materials and workmanship, and comply with applicable laws and regulations, and for testing, labeling, distributing, promoting, selling, and if necessary, recalling CityTouch Ready Luminaires. Therefore, Philips herewith excludes any liability for any damages and/or claims (including, without limitation, any third party claims) caused by and/or related with any luminaire(s) manufactured by the CityTouch Ready certified partner.