

Gardco/Emco Luminaires Limited Warranty

For Professional, Industrial/Commercial Users and Applications Only

Philips Lighting North America Corporation (“**Seller**”) warrants to the original purchaser (“**Buyer**”) that the Philips Gardco and Emco brand luminaires (“**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 documentation published for or provided with the Product (“**Specifications**”) (i) except as provided below, in respect of Philips Gardco brand luminaires, for a period of 5 years from the date of Buyer’s purchase (the invoice date) (“**Purchase Date**”) and (ii) except as provided below, in respect of Philips Emco brand luminaires, for a period of 1 year from the Purchase Date (as applicable, the “**Warranty Period**”).

A Light Emitting Diode module or array provided in a Philips Gardco or Emco brand luminaire will be replaced if 15% of the individual Light Emitting Diodes in that module or array fail within a five (5) year period following the Purchase Date. Other Light Emitting Diode components provided in any luminaire, including Light Emitting Diode drivers and Light Emitting Diode power supplies, will be replaced if they fail within a five (5) year period following the Purchase Date. Luminaires and Retrofit Kits provided with the CosmoPolis™ system include a five (5) year warranty on CosmoPolis™ ballasts and a two (2) year warranty on CosmoPolis™ lamps. Luminaires and Retrofit Kits provided with the MasterColor® Elite system include a three (3) year warranty on MasterColor® Elite ballasts and a two (2) year warranty on MasterColor® Elite lamps. CosmoPolis™ and MasterColor® Elite ballasts and lamps are warranted by the original manufacturer of the ballasts and lamps, are subject to the terms of the ballast and lamp manufacturer’s warranty and provide for replacement of defective products only.

H.I.D. ballasts, photoelectric controls, induction lighting system components and fluorescent ballasts carry the same warranty as offered by the original manufacturer of these items, but in no event will any warranty claims on these items be honored later than one (1) year after the Purchase Date. If any Product covered by this limited warranty is returned by Buyer in accordance with Philips’ Terms and Conditions of Sale (available at www.philips.com/termsandconditionsprofessional) within the applicable Warranty Period, and Seller determines to its satisfaction that such Product failed to satisfy this warranty, Seller will, at its option, repair or replace the Product or the defective part thereof, or reimburse Buyer for the purchase price, subject to the terms and conditions set forth below. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Seller. If Seller chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Seller may replace it with a comparable product.

This limited warranty is subject to the following additional conditions:

- The Products have been installed and operated in accordance with the Specifications.
- Adequate records of operating history are kept and available for inspection by Seller.
- Seller’s 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 distributor/dealer 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 Seller.

This limited 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, powers surges, corrosive environments, vandalism, neglect, or any use or installation in violation of the instructions or restrictions prescribed by Seller or any applicable standard or code, including those contained in the latest National Electrical Code, Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), and the Canadian Standards Association (CSA). This limited warranty shall become void in the event any repairs or alterations not authorized by Seller in writing are made to the Product by any person.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY SELLER WITH RESPECT TO THE PRODUCTS AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER’S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL SELLER’S AGGREGATE 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. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, EVEN IF SUCH DAMAGES ARE FORSEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limited warranty is in consideration of and is strictly subject to and conditioned by the terms set forth herein. Seller reserves the right to modify this 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.