

# PHILIPS

## LED Lighting Limited Warranty

This limited warranty is provided by the Philips Lighting company indicated as Seller on the invoice provided to the original purchaser ("**Purchaser**") of the LED lighting Product ("**Product**"). Seller warrants that the Product will be free of 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 determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product 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 Product. The warranty is valid for the period specified for each Product on Schedule 1 hereto.

If any Product covered by this warranty is returned by Purchaser within the warranty period in accordance with Seller's Products Return Policy, 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 Purchaser for the purchase price, subject to the limited warranty terms and conditions set forth below. A copy of the return policy and terms and conditions can be requested by contacting Seller's Customer Service staff at (800) 215-1068 (Fall River); (800) 234-1890 (Tupelo); (800) 334-2212 (Somerset) during normal business hours. 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 labor costs or expenses. 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 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. 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, power surges or spikes, corrosive environments, 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. This Warranty shall become void in the event any repairs or alterations not specifically authorized by Seller 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.

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 warranty.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY THE SELLER WITH RESPECT TO THE PRODUCTS 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.

This 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 below. 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.

**Effective Date: January 1, 2013**

# PHILIPS

LED Lighting Limited Warranty

## **SCHEDULE 1:**

Lightolier LED downlights	5 years
Lightolier LED track heads	5 years
Lightolier LED decorative fixtures	5 years

Each period runs from date of Purchaser's purchase (the invoice date)