



## Warranty policy for Signify Dynalite Products

**Available only to OEM's, distributors, wholesalers, retailers and electrical contractors (i.e. persons who are acquiring the product, or holding themselves out to be acquiring the product, for the purpose of re-supply or for their own commercial use)**

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This document sets forth the warranty policy ("Warranty Policy") of Signify Australia Limited ABN 49 606 173 648 of 65 Epping Road, North Ryde, NSW 2113 Australia ("Signify"). This Warranty Policy is applicable only to Philips Dynalite branded products ("Product") purchased by our OEM's, distributors, wholesalers, retailers or electrical contractor customers (i.e. a person acquiring the Product, or holding themselves out to be acquiring the Product, for the purpose of re-supply) ("Purchaser") from 1st, March 2019 within Australia. THIS WARRANTY IS NOT AVAILABLE TO CONSUMERS however nothing contained herein is intended to limit or shall affect the rights a consumer may have under the Australian Consumer Law.

**This Warranty Policy is subject to the special conditions set out below and is subject to the terms and conditions attached to this document ("Warranty Terms and Conditions").**

This Warranty Policy only applies if it is referred to in a sales agreement between Signify and the Purchaser and replaces the standard warranty clause provided in the Signify general terms and conditions of sale.

### Special conditions

- This warranty applies only to Products purchased by the Purchaser from Signify from 1st, March 2019 onwards. Product purchased before 1st, March 2019 will continue to be covered by the warranty applicable to it at the time it was purchased.
- The warranty period ("Warranty Period") starts on the date the Product is purchased from Signify (date of invoice) and runs for 2 years.
- Proof of purchase for the Product must be made available for inspection by Signify in order for a valid claim to be made under this warranty.
- For Product sold by the Purchaser to a customer within six months of the date the Purchaser purchased the Product from Signify, the Warranty Period is extended by the period of time during which the Product was unsold (i.e. the period of time that elapsed between the date the Purchaser purchased the Product and the date the Purchaser sold the Product, which will not exceed six months) ("Extended Warranty Period"). For example, if the Purchaser sold the Product 4 months after it purchased the Product from Signify, the Warranty Period, including the Extended Warranty Period, would be for 28 months. The maximum possible total Warranty Period, including Extended Warranty Period, is 30 months.
- In order to claim under this warranty during the Extended Warranty Period, the Purchaser must provide to Signify the proof of purchase document which must include the product serial number associated with the Product for which the Purchaser is claiming under the warranty.
- The Product must be used within its specifications (e.g. as regards temperature, water ingress and other extreme conditions, indoor/outdoor usage, etc.) ("Product Specifications") and according to application guidelines.
- This warranty becomes void if the Product is:
  - used other than that in accordance with the Product Specifications and /or application guidelines; or
  - not appropriately maintained (e.g. failing to prevent the build-up of dust and dirt, etc.);
  - not properly installed;
  - not operated in accordance with the manufacturer's instructions and / or guidelines;
  - improperly or inappropriately operated, repaired or maintained;
  - misused, neglected, damaged, modified or abused;
  - connected to any other equipment with which the Product is not compatible; or
  - used for purposes other than for which it is designed.
- This warranty is valid only for Product sold and used in Australia. In other regions, other conditions may apply.
- Adequate records of the history of any maintenance carried out in relation to the Product must be kept by the Purchaser and made available for inspection by Signify in the event that a claim is made in relation to the Product.
- A Signify representative must have access to the defective Product. If Signify suspects that any parts or components of the Product have been tampered with, a Signify representative may invite other manufacturers' representatives to evaluate all parts and components of the Product and any connected systems.
- Labour costs for installation and de-installation of the Product are not covered under this warranty.



## Warranty Terms and Conditions – Signify

### 1. Limited Warranty

- I. The limited warranty as described herein shall only apply to Philips branded lighting products (“**Product**”) sold by Signify Lighting Australia Limited (“**Signify**”) in Australia. This limited warranty is only applicable to the party purchasing the Products directly from Signify for the purposes of re-supply or if the person holds him/herself out as acquiring the goods for the purpose of re-supply or for their own commercial use (“**Purchaser**”).
- II. **THIS WARRANTY IS NOT PROVIDED TO CONSUMERS as defined in the Australian Consumer Law. However, nothing contained herein is intended to or shall affect the rights of such consumers under the Australian Consumer Law.**
- III. Signify 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 (“**Specifications**”). The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your Products as referenced to in your sales agreement. The determination of whether the Product is defective shall be made by Signify in its sole discretion with consideration given to the overall performance of the Product.

### 2. Terms and Conditions

- I. Signify’s limited warranty flows only to the Purchaser. If any Product covered by this limited warranty is returned by the Purchaser in accordance with Section 3 and within the applicable warranty period set forth in the warranty policy and upon examination Signify determines to its satisfaction that such Product failed to satisfy this limited warranty, Signify 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. 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 costs or expenses, including without limitation labour costs or expenses which shall be for the account of the Purchaser.
- II. If Signify chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Signify may refund the purchaser or replace the product with a comparable product (that can 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 Signify, in any manner.
- 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.
- V. Signify will facilitate the technical resolution of problems. Third party products sold by Signify are not covered under this warranty, except as indicated in section 5.
- VI. 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).
- VII. This warranty shall be void in the event any repairs or alterations not duly authorized by Signify in writing are made to the Product by any person. The manufacturing date of the product has to be clearly readable. Signify reserves the right to make the final decision on the validity of any warranty claim. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

### 3. Warranty Claims

- I. All warranty periods mentioned are subjected to a Signify authorized representative having access to the failed product or system for verification of non-compliance. The Purchaser shall keep adequate records of operating history of the Products and allow Signify authorized representatives to inspect such records on request. Warranty claims have to be reported to the local Signify office within 30 days after discovery, specifying at least the following information (additional info may be required on request):
  - Name and type number of Products failed; for System warranties, other components used are also specified
  - Proof of purchase, installation date and invoice date
  - Detailed problem description, number and % of failures and manufacturing date–code of failure
  - Application, hours burned and switching cycles
- II. If requested by Signify, the defective Product shall be returned to the local Signify office within 30 days of such request.
- III. Where a warranty claim is justified, Signify will pay for freight expenses. Signify 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 Signify, the non-conforming or defective Products shall become Signify’s property as soon as they have been replaced.



#### 4. No implied or other warranties:

- I. To the fullest extent permitted by law, the warranty and remedies contained in the terms of the limited warranty are the only warranties given by Signify to the Purchaser with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of acceptable quality or fitness for a particular purpose, which warranties are hereby disclaimed.
- II. To the maximum extent permitted by law these terms and conditions state Signify's entire liability and obligation to the Purchaser and the Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Signify to the Purchaser, whether or not such damages are based on any tort, contract or any other legal theory, even if Signify has been advised or is aware of such defects. Nothing contained herein limits the rights a consumer may have in respect of any consumer guarantees that cannot be excluded and that may apply to the Products pursuant to Australian Consumer Law.

#### 5. Limitations and conditions

- I. This is a limited warranty and excludes, but not limited to, 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 extended 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.
- II. Signify 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. In absence of a published standard, the EN50160 shall apply.
- III. With respect to products sold to the Purchaser by Signify but not bearing the Philips name or sub-brands, Signify makes no warranty of any kind, express or implied, including, without limitation, any warranty of acceptable quality 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. Signify 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.