

## PHILIPS HUE TERMS AND CONDITIONS OF SALE - AUSTRALIA

**BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE OR THIS APP, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE OR THIS APP IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH THE BELOW-IDENTIFIED SIGNIFY ENTITY IN AUSTRALIA, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR APP BY APPLICABLE LAW.**

### **SIGNIFY ENTITY:**

#### **Signify Australia Ltd.**

Epping Road, North Ryde, North Ryde, NSW 2113

Legal entity number: 101637

Australian Business Number: 49-606 173 648

1. About these Terms. These terms and conditions (these “**Terms**”) apply to the purchase and sale of products through Philips Hue website or Philips Hue app (collectively, the “**Site**”) for delivery in Australia. These Terms are subject to change by the above-referenced Signify Entity (“**Signify**”) without prior written notice at any time, in Signify’s sole discretion. Any changes to these Terms will only be applicable to orders made after such changes. You should review these Terms prior to purchasing any product that are available through the Site.

You should carefully review Signify’s Privacy Notice before placing an order for products through this Site (see **Error! Bookmark not defined.10**).

For Philips Hue products, your access and use of software embedded in such products, your access and use of the app to be downloaded to your smartphone or tablet, and services and features accessible for such products through the Site are on the terms and conditions of the applicable Terms of Use of the Philips Hue product (as available via the app).

2. Placing your order. When you place an order, a valid, binding and enforceable contract governed by these Terms is created between you and Signify. Signify will send you an email acknowledging receipt of your order with your order number and details of the items you have ordered.

While Signify will make every effort to supply you with the products listed on Signify’s order confirmation, there may be occasions where Signify is unable to supply the products because, for example, (i) such products are no longer being manufactured or are out of stock or not currently available, (ii) Signify is unable to source relevant components or (iii) there was a pricing error. In such circumstances Signify will contact you and may suggest alternative products that you might wish to purchase (at the same or different price). In the event of a pricing error, Signify will communicate the correct price to you. If you do not accept Signify’s proposed substitution or the price modification, then Signify will cancel the order and refund any money that you may have paid to Signify in respect of the order.

3. Prices. All prices, discounts, and promotions posted on the Site are subject to change without notice. Prices are in local currency. The price charged for a product will be the price in effect at the time the order is placed and will be set out in your invoice. Price increases will only apply to orders placed after such changes. However, prices may not include other applicable local taxes or duties, or charges for shipping. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart prior to purchase and in your order confirmation email. Signify strives to display accurate price information, however Signify may, on occasion, make inadvertent typographical errors, inaccuracies or

omissions related to pricing and availability. Signify reserves the right to correct any errors, inaccuracies, or omissions at any time. If paying by credit card, the total amount for your entire order will be reflected on your statement in your local currency.

4. Paying for your products.

Terms of payment are within Signify's sole discretion and, unless otherwise agreed by Signify in writing, payment must be received by Signify at the time you place your order. You may pay for your products by the methods of payment as may be provided as payment options during checkout. You represent and warrant that (i) the credit card information you supply to Signify is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices as described in Section 3, above.

Payment facilitation. Signify has contracted with Luzern Technology Solutions Limited, a third-party service provider, to perform certain services related to payment processing, including card processing, currency exchange, identity verification, fraud analysis, and regulatory compliance. Accordingly, Signify may provide your personal or transactional information with this third-party service provider when necessary to perform such services. Such transfer of personal/transactional information will be governed by the Signify Privacy Notice as set forth in Section 10, below, and by the privacy notice of the third party service provider, which can be found here:

<https://luzern.co/privacy-policy/>

5. Delivery of your products. Signify will arrange for shipment (but not installation) of the products to you. Please check the individual product page for specific delivery options. Signify may make partial shipments of your orders.

Title to your products will pass to you upon the later of (a) your payment to Signify or (b) our delivery of the products to you. Risk of loss and damage in your products will pass to you upon delivery of the products to you. Shipping and delivery dates are estimates only and cannot be guaranteed. Signify is not liable for any delays in shipments.

Signify uses a carrier for the delivery of the products. As soon as the carrier receives the products, Signify will send you an e-mail with a tracking number, so you can trace your delivery. **Please note that at this moment we only deliver in the jurisdiction from which you have placed the order.**

6. Your right to return the products.

In addition to and without limiting any statutory return rights/cooling off periods, Signify will accept a return of the products (except for products designated on the Site as final sale or non-returnable) for a refund of your purchase price, provided such return is made in accordance within the applicable period specified in Signify's Return Policy, available at: <http://www.philips-hue.com/shopreturns> with valid proof of purchase and provided such products are returned in their original condition. To initiate the return process, please visit the applicable information about returning your products located on the Site.

You are responsible for all shipping and handling charges on returned items unless otherwise specified. You bear the risk of loss during shipment.

Your refund will be credited back to the same payment method used to make the original purchase on the Site.

For defective returns, please refer to the manufacturer's warranty (see Section 7) included with the product or as detailed in the product's description on Signify's Site.

#### 7. Limited Warranty.

*SIGNIFY'S STANDARD PRODUCT WARRANTY IS IN ADDITION TO AND DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.*

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

In addition, but not in derogation of the preceding clause, Signify's products are sold subject to an applicable standard limited warranty, either accompanying the product or as published on the Site as the standard warranty applicable for a product (the "**Standard Product Warranty**"). For any product that is sold by Signify that is not subject to an applicable Standard Product Warranty, Signify warrants that for two (2) years from delivery to you the product's hardware components will be free from any defect in material or workmanship which causes the product to fail to operate substantially when used as directed and in accordance with the specifications provided by Signify, with consideration given to the overall performance of the product and based on up to 3 hours average working time per day/7 days per week. Signify does not provide any warranty for software elements in the products or third-party products.

Unless otherwise agreed in writing, Signify does not provide any warranty for third party products, software, applications or services. You acknowledge that certain end-user license agreements, terms of use, terms of service, or similar terms may limit the warranty period for any related or enabling software (including web or mobile applications).

Unless otherwise specified in the Standard Product Warranty, (i) if you have a valid claim under warranty, you shall promptly notify Signify prior to the end of the warranty period; (ii) if you have a valid warranty claim, Signify shall, within a reasonable time, at Signify's own option, repair the product or offer a replacement product but in case of major failure- the customer may opt for a refund of price paid and relevant shipping charges ; (iii) if, despite Signify's reasonable efforts, a product cannot be repaired or replaced, Signify shall make an appropriate refund of monies paid by you for the purchase of the product in accordance with law; (iv) repairs, replacements or remedies will not extend or renew the original warranty period; (v) replacement products supplied by Signify may have minor deviations in design and/or specifications which do not affect the functionality of replaced product; (vi) if your claim under warranty is not valid, you will bear the transport costs of the product returned; (vii) Signify's warranty does not cover products not properly installed and not used in accordance with user manuals and other instructions from Signify. For the avoidance of doubt, in no event will Signify be responsible for the costs associated with de-installation, removal or replacement of any product, including labor.

You acknowledge and agree that certain functionality of the products may rely upon the availability and correct functioning of third-party manufacturers and service providers, including connectivity and communication devices and services from providers and mobile operators. These are outside of Signify's control and Signify has no responsibility or liability for performance (or lack thereof) of such third party services or devices.

8. Our Liability. Nothing in these Terms shall limit or exclude Signify's liability for death or personal injury caused by Signify's gross negligence, willful misconduct or for fraud.

Subject to such abovementioned liability, (i) Signify will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect, consequential, punitive, or special loss or damage of any kind (including attorney's fees) howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise; and (ii) Signify's maximum aggregate liability whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to Signify in respect of the product(s) in question.

If you as a consumer have rights under mandatory consumer laws in the jurisdiction where you reside, then nothing in these Terms shall limit or exclude Signify's liability for breach of any term implied by statute.

9. Goods Not for Resale or Export. Certain transactions may be subject to export or import control laws and regulations that prohibit or restrict the (re)export or transfer of certain items to certain countries, entities or individuals, such as the laws and regulations of the UN, EU and US ("**Export Regulations**"). The (re)export or transfer of products are subject in all respects to the applicable Export Regulations and to the jurisdiction of the relevant authorities responsible for Export Regulations. If any such (re-)export or transfer requires an export or import license, or is otherwise prohibited or restricted under Export Regulations, Signify may, in Signify's sole discretion, suspend Signify's obligations to you until such license is granted or for the duration of any restrictions or prohibitions, or terminate (the relevant part of) the sale without incurring any liability.

10. Privacy and Data Protection. All personal data will be processed in accordance with what is stated herein and the following Privacy Notice:

<https://www.signify.com/global/privacy/legal-information/privacy-notice>

11. Embedded Software License; Proprietary Rights. Signify is and shall remain the sole and exclusive owner of all intellectual property rights (including patents, utility models, registered and unregistered designs, copyrights, database rights, trademarks, domain names, trade secrets, know-how, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing), whether now or hereafter existing (including, without limitation, any improvements to or modifications thereto), however and by whomever conceived or developed, whether or not reduced to tangible form or reduced to practice, with respect to all products sold or offered for sale pursuant to these Terms (collectively, the "**Intellectual Property Rights**"). You shall not use Signify's Intellectual Property Rights in any of your advertising, communications, publications, or other work without the prior written permission of Signify. You must not remove, obfuscate, deface, cover, or alter any Signify mark or other mark nor add any Signify mark or other mark to any materials provided by Signify nor to any Product or its packaging. You will not register or use any trademark that may cause confusion with Signify's Intellectual Proprietary Rights.

12. Circumstances Beyond our Reasonable Control. Signify will make every effort to perform our obligations under an order confirmation. However, Signify cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control including, but not limited to, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, acts of terrorism, sabotage, labor strikes, epidemics, pandemics, riot, utility failures, and malfunction or loss of hardware/software, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by Signify with reasonable care.. In the event of a delay, Signify will perform its obligations as soon as reasonably possible.

13. Governing Law and Jurisdiction. These Terms and any and all claims arising out of or related to these Terms, or your purchase of products pursuant to these Terms, are governed by the laws of Australia, notwithstanding your jurisdiction's choice-of-law or conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14. Customer Support and Contacting Signify. To submit a warranty claim or for other customer support, visit the below link to view Signify contact information for your location:

<https://www.philips-hue.com/support#contact>

Except as explicitly stated otherwise, any notices you send to Signify shall be sent via <http://www.philips-hue.com/support#contact>. In the case of notices Signify sends to you, you agree to receive notices and other communications by Signify posting notices on the Site, sending you an email at the email address provided by you, or mailing a notice to you at your billing address. You agree that all agreements, notices, disclosures and other communications that Signify provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Notice shall be deemed given (i) 24 hours after the notice is posted on the Site or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. You agree that a printed version of these Terms and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

*If you have a question or complaint regarding the website or these Terms, please send an inquiry to :*

***Signify Australia Pty Limited***

***Address: 65 Epping Road, Ground Floor, North Ryde, Sydney, NSW 2113***

***Email: [support.australia@signify.com](mailto:support.australia@signify.com)***

***Telephone number: 1300 304 404***

15. Promotions. Any promotions made available through the Site may be governed by rules that are separate from these Terms. If you participate in any promotions, please review the applicable rules as well as Signify's Privacy Notice. If the rules for a promotion conflict with these Terms, the promotion rules shall apply. We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

16. Assignment. You cannot assign any of your rights or delegate any of your obligations under these Terms without Signify's prior written consent. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

17. No Waivers. The failure by Signify to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by Signify's duly authorized representative.

18. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

19. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

v. November 2020