

# Warranty policy

for OEM

This document sets out the Warranty policy of the Signify organization ('Signify') from which you ('Purchaser') purchase your components. This policy is applicable only to Philips and Signify branded components ('Products') sold in Europe. Warranty conditions on previously installed products remain unchanged.

**This warranty policy is subject to the provisions set out below and is subject to the attached terms and conditions ('Warranty Terms and Conditions').**

This warranty policy only applies if referred to in a sales agreement between Signify and the Purchaser and will replace the standard warranty clause provided in the Signify general terms and conditions of sale.

## A. Warranty period

Subject to the provisions as set out in the Warranty Terms and Conditions, Purchaser receives the warranty for the applicable period, as described in the table on the right. Derived or co-developed products may have different warranty periods and conditions. These prevail above the periods mentioned in the table.

## B. Special conditions

- Warranty period starts from date of installation, but will never start later than six (6) months after the date of manufacturing of the Product.
- Warranty period is based on a maximum of 4000 hours per year.
- Product has to be applied in accordance to Signify specification and guidelines.
- Single component warranty applies for components independent of the brand or type of other components used in the system, provided the Signify product is used in accordance to Signify specification and guidelines.
- Purchaser must provide complaint info (like complaint description, system used, application info and installation date/product date code).
- Compensation is product for product for all justified failures; no minimum or maximum threshold applies; labor costs are not covered.

## Description of Product Family and Warranty Period

	Product	C10	Warranty period
Families		[hrs]	[yrs]
Linear modules	Fortimo LED strip	See datasheet for lumen maintenance	5
	Fortimo LED square		
	Fortimo LED line		
	Fortimo LED-R		
	CertaFlux LED strip		3
Point source modules	Fortimo SLM	See datasheet for lumen maintenance	5
	Fortimo DLM		2
	CertaFlux DLM		
Xtreme modules	Fortimo FastFlex	See datasheet for lumen maintenance	5
	Fortimo FastFlex IP		
Linear drivers	Xitanium linear iXt	100.000	7
	Xitanium linear		5
	Xitanium SR Bridge		
	CertaDrive panel	50.000	5
	CertaDrive linear	30.000	3
Point source drivers	Xitanium compact	50.000	5
	Xitanium track		
	CertaDrive compact	30.000	3
Xtreme drivers	Xitanium outdoor drivers	100.000	5
	Surge protection device		
	Xitanium EP IP66 and LP IP67 drivers	50.000	
Constant voltage drivers	Economic LED transformer	30.000	3
	LED transformer	50.000	5
	LED power driver		
RDL	InteGrade	See datasheet for lumen maintenance	5
	CertaFlux		
	Fortimo LEDFlex		
Emergency	TrustSight LED emergency driver	70.000	5
	Batteries LFP	N.A.	3
	Batteries NiMH		1
	Emergency accessories		5
MasterConnect system	MasterConnect sensors	100.000	5
	MasterConnect drivers linear		
	MasterConnect drivers compact & track	50.000	
	Smart accessories	N.A.	
OEM lum	Fortimo Led panel	See datasheet for lumen maintenance	5
	Fortimo Highbay modules		
Human centric	BioUp	70.000	5
	VitaUp	25.000	2
	Accessories	N.A.	5
	MultiOne accessories		1

# Warranty policy

## Terms and Conditions

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1. Subject to the Terms and Conditions and this Standard Warranty (including exclusions, limitations and conditions stated therein), Signify warrants to customer that Products will be free from defects for the limited warranty period(s) specified in the table. For the purpose of this Standard Warranty, a "Defect" (or "Defective Product") means that a Product has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Signify, with consideration given to the overall performance of the Product.
2. Unless confirmed otherwise by Signify, a Warranty Period starts on the earlier of (i) the date of manufacturing plus six (6) months, or (ii) the date of invoice of the Product concerned.
3. Signify will have no obligations under this Standard Warranty if customer is in breach of customer's payment obligations under Terms and Conditions.
4. In order to be entitled to make a valid claim under warranty, customer shall promptly notify Signify in writing of any alleged defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Signify under this Standard Warranty are subject to the following conditions:
  - Customer shall keep proof of purchase for the Product available for inspection;
  - Customer shall make claims under this Standard Warranty to Signify promptly and not later than thirty (30) days after discovery, and make available to Signify (or representatives) adequate records of operating history for the Product, at minimum the following information:
    - 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;
    - the invoice date and, if performed by Signify, the installation or production date of the Product;
    - details of application, location, actual burning hours and number of switching cycles.
  - Customer shall give a Signify representative on-site access to the Product for which customer invokes this Standard Warranty and on request, send any alleged defective Products (with a minimal of 3pcs) to Signify for analysis.
  - Customer shall obtain consent from Signify on the specifications of any tests it plans to conduct to determine whether a defect exists.
  - Any lawsuit relative to any claims under warranty must be filed within one (1) year of the date of the notification of the claim.
5. The obligations of Signify under warranty will be limited, at the option of Signify, to within a reasonable time, either repair or provide a replacement product for the defective Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. Signify is entitled at its option to replace the defective 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. Signify may charge customer for the reasonable costs incurred by Signify 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.
6. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of customer's facility, decontamination, and re-installation of (defect) Products are not covered by the warranty provided hereunder. Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Signify.
7. Unless otherwise agreed by Signify and customer in writing, the obligations under warranty by Signify only apply to the Products listed in the table. Signify does not provide any warranty for any other products, including third party products and products not marked with the PHILIPS or Signify trademark or with other trademarks owned by Signify. In respect of software, Signify does not provide any warranty for any software that is not embedded in or delivered with any Products by Signify, even if Signify refers to third party software in its documentation. The Warranty Period for customized or non-standard Products is one (1) year. Signify does not provide any warranty related to any defect arising from designs, instructions or specifications supplied by customer to Signify.
8. Signify will have no obligations under this Standard Warranty if the alleged defect is found to have occurred as a result of any of the following:
  - Any force majeure events. "force majeure" means any circumstances or occurrences beyond the reasonable control of Signify, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Signify cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber attacks and hacking or non-performance by suppliers of Signify or by other third parties on which services rely (including connectivity and communication services);
  - 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;
  - Improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) Signify;
  - Failure to adhere to installation, operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by Signify or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
  - Failure to use the Products for the purposes for which these have been designed;
  - Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
  - Any attempt at repair, alteration or modification not authorized by Signify in writing;
  - Usage of LED products not taking the application instructions concerning potential pollution (e.g. VOC and H2S as specified in the product design-in guide) or cleaning into account

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