



## STANDARD WARRANTY FOR COLORKINETICS

This Standard Warranty (in some cases also referred to as “Warranty Policy”) specifies the standard terms and conditions on warranty for the sale by Signify of the COLORKINETICS PRODUCTS (for the purpose of this Standard Warranty all referred to as “Products”). The warranty is valid for five (5) years from the date of Purchaser’s purchase from Manufacturer (the invoice date), except for Product purchased or used for touring and / or rental purposes for which the warranty period is three (3) years.

Only the purchaser that has purchased Products directly from Signify (“Customer”) can derive any rights from this Standard Warranty. “Signify” means the legal entity selling the Products directly to Customer. This Standard Warranty applies only for Products purchased on or after within Africa.

This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of Signify currently in force, or such other terms as agreed to in a legally enforceable agreement executed between Signify and Customer, including separate supply, distribution or sales contracts (“Terms and Conditions”). Unless otherwise specified herein, any term or expression defined or used in Terms and Conditions and relating to this Standard Warranty shall have (in the interpretation of Terms and Conditions) the same meanings as used herein. In all other respects, Terms and Conditions remain unchanged and are in full force and effect. In the event of conflict between this Standard Warranty and Terms and Conditions in relation to the Products, this Standard Warranty will prevail.

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) - 5 years from the date of invoice (“Warranty Period”). 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 date of delivery of the Product.
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:
  - 4.1. Customer shall keep proof of purchase for the Product available for inspection;
  - 4.2. 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:
    - 4.2.1. name and/or type number of the Product;
    - 4.2.2. details of the (alleged) Defect, including the number and percentage of failures, and date-code of failure, as applicable;
    - 4.2.3. the invoice date and, if performed by Signify, the installation date of the Product; and
    - 4.2.4. details of application, location, actual burning hours and number of switching cycles.
  - 4.3. 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 Product to Signify for analysis.
  - 4.4. Customer shall obtain consent from Signify on the specifications of any tests it plans to conduct to determine whether a Defect exists.
  - 4.5. 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 under section 1. Signify does not provide any warranty for any other products, including third party products and products not marked with the PHILIPS 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:
  - 8.1. 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);
  - 8.2. 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;
  - 8.3. Improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) Signify;
  - 8.4. 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;
  - 8.5. Failure to use the Products for the purposes for which these have been designed;
  - 8.6. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
  - 8.7. Any attempt at repair, alteration or modification not authorized by Signify in writing;
  - 8.8. 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.
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).

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF AND MANUFACTURER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. An essential purpose of the limited exclusive liabilities and remedies in this warranty is allocation of risks between Manufacturer and Purchaser, which allocation of risks is reflected in the purchase price for the Product. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR MANUFACTURER'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. No warranty or agreement varying or extending the foregoing warranty and limitation of remedy provisions may be relied upon by Purchaser unless it is in writing and signed by Manufacturer's General Manager. No representation or affirmation of Manufacturer, whether by words or action, shall be construed as a warranty. If any model or sample was shown to Purchaser, such model or sample was used merely to illustrate the general type and quality of the Product and not to represent that the Product would necessarily conform to the model or sample. With respect to product sold to Purchaser by Manufacturer but not bearing the Manufacturer's name or sub-brand name (including, without limitation, lamps, control systems, ballasts, drivers and other products), Manufacturer makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to Purchaser upon request but only to the extent permitted by law and relevant Product.