

Standard warranty policy for European outdoor professional luminaires

This Standard Warranty (in some cases also referred to as “Warranty Policy”) specifies the standard terms and conditions on warranty for sale by Signify of the Philips European outdoor professional luminaires listed below in Table 1 (for the purpose of this Standard Warranty all referred to as “Products”). Only the purchaser who 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 European outdoor professional luminaires purchased on or after August 1, 2018, within Europe, excluding Turkey and Russia.

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) specified below in Table 1 (“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. Description of Product and Warranty Period

Description of Product	Warranty period
All other LED Products, PV panel, GEL, LFP Batteries (see Annex 1 for further details), Upgrade Kit (see Annex 2)	5 year warranty
Ledinaire Products, Bobek LED, DecoScene LED Accent, FWC LED, Libra LED, Smart Bollard LED, StreetSaver gen2, StreetStar, Uplight LED, UNI Products	3 year warranty
Non-Integrated Solar Luminaire Mfg outside of Europe, Charge controllers (see Annex 1 for further product details)	3 year warranty
Integrated Solar Luminaire, (see Annex 1 for further product details)	3 year warranty
All conventional Products	1 year warranty

3. Unless confirmed otherwise by Signify, a Warranty Period starts on the date of delivery of the Product.

Product = System sold to VAP/Distributor

Unless confirmed otherwise by Signify, a Warranty Period starts on the date of delivery of the Product (or, in the event of delivery of a Product in phases or batches, on the date of delivery of that phase or batch).

Product = System sold by Signify to end-user directly

Unless confirmed otherwise by Signify, a Warranty Period starts on the date of hand-over of the Product to Customer (or, in the event of delivery of a Products in phases or batches, on the date of hand-over of that phase or batch).

- Signify will have no obligations under this Standard Warranty if Customer is in breach of Customer’s payment obligations under Terms and Conditions.
- 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 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 on tabletop for which Customer invokes this Standard Warranty, and, on request, send any alleged Defective Product 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.
- 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 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.

7. De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of (Defective) 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.
8. 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. Regarding 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.
9. 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, hurricanes, typhoons, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situations, 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.
10. 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.
11. 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.
12. 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).
13. For Philips Outdoor Professional Luminaires, the following provisions apply:
 - The Warranty Period stated in section 1 is based on a number of burning hours of max. 4,200 hrs/year*
 - The warranty is valid for Products if used in an environment with a maximum ambient temperature of less than 35°C**
 - For professional luminaires from the CoreLine range of Products, Signify will have no obligations under this Warranty Policy if the alleged Defect is found to have occurred as a result of a failure of an electronic component (power supplies, control units, ballast units, LED modules) provided that the failure rate of such component is below 0.2% per 1000 operating hours
 - For Products installed within 5km from the seaside, corrosion of Products is covered by this Warranty Policy only in the event that Customer has purchased Products with Marine Salt Painting (or "MSP")
 - For Products installed in tunnel applications that are located in areas where salt is used on the roads near the tunnel (e.g. salting in winter time), corrosion of Products is covered by this Warranty Policy only in the event that Customer has purchased Products with Marine Salt Painting (or "MSP")***

* With the exceptions of: Philips ArenaVision/OptiVision LED gen2 gen3 and gen3.5, where the Warranty Period is based on burning hours of max 1000 hrs/year; Philips tunnel and underpass luminaires, where the Warranty Period has no limitations on yearly burning hours.

** In case the maximum ambient temperature differs from this value, it is stated on the product label placed on the box the Product is delivered.

*** For Guidance lighting, OnRoadLED markers and components standard warranty is one (1) year unless extended warranty is provided in the form of certificate.

Annex 1: Specific provisions for outdoor solar professional luminaires

1. Outdoor Solar Professional luminaires

Non-Integrated Solar products	Integrated Solar products
CitySoul gen2 Solar	SunStay
Villa LED gen2 Solar	SunStay Pro
CoreLine Tempo medium Solar	UrbanSpark
CoreLine Tempo large Solar	
TownTune Solar	
Luma gen2 Solar	
UniStreet/LumiStreet gen2 Solar	

2. Warranty Conditions

The Solar Luminaires are warranted for any manufacturing defect as defined below for a period as defined in table 1:

- The product specification is the reference in assessing the justification of a claim. A failure can be defined as a non-functioning Solar System or deterioration of performance of the product/its sub-systems beyond the specified performance limits provided the product is used and **maintained as per intended applications**
- All the justified replacements for Solar Product or parts thereof will be through material replacement only (only Delivery Note, no Credit Notes) and the faulty parts to be returned to Signify. The warranty periods calculated from the date of purchase of Solar System from Signify (for Direct Sales) or from the date of Reseller invoice (for indirect sales)

3. Detection and applicability

The various failure modes of the solar product and their inclusion/exclusion as per warranty terms is as per below table:

Failure Modes during warranty	Ownership of failure	Cover under warranty terms (Yes/No)
Product failure due to incorrect installation	Customer (Installation not in scope of Signify)*	No
Product failure due to environmental issues (temperature/dust/water ingress)	Customer*	No
Product failure due to wrong application	Customer*	No
Product failure due to poor electrical condition e.g. low voltage, high voltage, surges/spikes etc.	Customer*	No
Product failure due to mishandling/wrong storage in customer warehouse or at site	Customer*	No

Key Standard warranty conditions for batteries:

- Battery storage Temperature: Lithium battery -20°C ~50°C and -10°C~45°C for Gel batteries best to be stored in clean, dry and ventilated room/place.
- DoD (Depth of Discharge) Gel Battery not more than 50% and Lithium Battery not more than 80% Customer acknowledges that the purchase price for the Product(s) is based on and avoid Battery pack compression or collision.

- Batteries must not be over stacked and mishandled. Must be stored far away from the fire and heat sources, and from strong magnetic field exposure.
- Avoid contacting corrosive materials, keep away from moisture, rain or water.
- For charging current please refer to the Battery Specification sheet.
- Charge and discharge current shall not exceed the maximum charge and discharge current specified in the technical specification of corresponding battery pack.
- Charge the battery pack in time. When battery is over-discharged, it may lead to battery deep discharge and it may enter into dormant state, In severe cases, the battery will get damaged and warranty will be void.
- Stop charging when the battery pack is overcharge protected, otherwise it will shorten battery life, in severe cases, the battery will get damaged and warranty will be void.
- The battery should be used within the operating temperature range specified in the specification/data sheets. Exceeding the range will shorten battery life, in severe cases, the battery will get damaged, and warranty will be void.
- Any physical damage during transportation/re-transportation would not be covered under warranty claim.
- Charge and discharge the battery for 1 cycle every 6 months during storage if kept in a cool place or 3 months if stored in a hot and humid place.
- Refer to the data sheets for battery warranty period.

3.1. Limitations and conditions

Products should be used within their Electrical and Environmental specifications (as per product specification/data sheets) as well as correct usage according to the product manuals.

Warranty becomes null and void if the product is wrongly applied (for example, failure due to incorrect installation, IP protection affected during installation or maintenance, etc.).

Warranty will also be void should the customer fail to appropriately maintain their installation (e.g., battery or Panel maintenance as required by the respective maintenance manuals or alteration/replacement of components by unauthorized service agencies etc.) Under no circumstances will the labor costs for (de)- installation of Products be covered under warranty claims.

Warranty is not applicable for products manufactured and sold without the approval of Signify. This clause applies to the spurious products as well.

3.2 Eligibility Criteria for Warranty claims

Proof of purchase for the Products

Records of maintenance history for inspection by Signify Service Engineer

Access to the defective Products. If the Products or other parts become suspect, the representative shall have the rights to invite other manufacturers' representatives to evaluate the failure claims.

Annex 2: Specific provisions for outdoor upgrade kits

1. Warranty conditions

The Upgrade Kit warranty provides a warranty for the Upgrade Kit components only and is subject to the Standard Warranty Policy and the limitations and conditions under A below.

A. Limitations and conditions

- Products should be installed and used within their electrical and environmental specifications as per product specification and or product data sheets, as well as used correctly according to the applicable product manuals.
- It's not allowed to increase flux or power of luminaire by installation of incorrect Upgrade Kit or installation deviation from the user manuals. This Upgrade Kit warranty will be null and void if the Upgrade Kit:
 - (i) is not installed by a properly qualified electrician;
 - (ii) is not (or wrongly) installed according to Signify's instructions. (Example failure due to incorrect installation, IP protection affected during installation or maintenance etc.)
- Installation of the Upgrade Kit must be done in good weather conditions with no rain or snow.