

## **Philips Capri LED 5 Year Limited Warranty**

Philips Capri warrants to the Purchaser that each LED Retrofit and Trim ("the 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 accompanying the Product or on published Philips Capri Lighting Specification sheets. The foregoing warranty shall be valid for a period of 5 years from date of Purchaser's purchase (the invoice date) from Philips Capri.

Philips Capri warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with Philips Capri Products Return Policy in your region and within the applicable warranty period set forth above, and upon examination Philips Capri determines to its satisfaction that such Product failed to satisfy this warranty, Philips Capri will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price.

If Philips Capri chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Philips Capri may refund the purchaser or replace the product with a comparable product.

### **a. Exclusions**

This is a limited warranty and excludes, among other items, 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 warranty itself. If this Product is used in any recessed housings other than Philips Capri, the warranty applies only to the Philips Capri LED Retrofit and Trim.

No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty in any matter.

Philips Capri NLO's will facilitate the technical resolution of problems. Third party products sold by Philips Capri are not covered under this warranty, except as indicated in Limitations and Conditions. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses.

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).

This warranty shall be void in the event any repairs or alterations not duly authorized by Philips Capri in writing are made to the Product by any person.

The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Philips Capri with respect to the Products and are given in lieu of all other warranties, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose.

In certain circumstances it may be appropriate to refund the Purchaser who, in turn, will refund the end-user. However, any and all such decisions must be made in consultation with the Legal Department.

### **b. Limitations and conditions**

This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the Specifications. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify Philips Capri in writing.