

Warranty policy

Policy for Indoor Professional Luminaires

This document sets out the warranty policy of the Philips (sales) organization ('Philips') from which you ('Purchaser') purchase your professional luminaires. This policy is applicable only to Philips branded professional luminaires ('Products') purchased from April 2017 onwards within Europe.

This Warranty Policy must be read together with the Terms and Conditions of Commercial Sale of Philips Lighting currently in force, or such other terms as agreed by Philips Lighting and Buyer, including separate service 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 Warranty Policy 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 Warranty Policy and Terms and Conditions in relation to the Products, this Warranty Policy will prevail.

Subject to (any and all exclusions, limitations and conditions as set out in) Terms and Conditions and this Warranty Policy, Philips Lighting warrants to Buyer 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 Warranty Policy, a "Defect" (or "Defect Product") means that a Product has a defect in material or workmanship which cause the Product to fail to substantially operate in accordance with the agreed performance specifications.

Table 1

	All other LED Products
	CoreLine range * MiniPentura LED Ledinaire (>=25K hours lifetime) Luminaires with LED tubes Luminaires with LED spots
	Ledinaire (<25K hours lifetime)
	All CONVENTIONAL Products

* Two additional years of warranty upon registration

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 table 1.

B. Special conditions

- The warranty period starts on the date of invoice.
- The warranty period is based on a burning behaviour of max. 4000 hours/year. In case of more than 4000 hours/year, the warranty period will be adjusted pro-rata.
- This warranty policy is only valid when products are properly installed and operated in application conditions as specified in the product datasheet.
- Purchaser receives this 'standard warranty' by default. On request, an 'extended warranty' or 'customized project warranty' can be agreed after evaluation of the specific application conditions.
- Purchaser shall not rely on any other information or documentation.

C. Additional Conditions (non-exhaustive)

- This warranty is only valid for products sold in Europe. In other regions, other conditions may apply.
- The Products have been purchased directly from a Philips (sales) organisation.
- Proof of purchase for the Products is available for inspection by Philips.
- The Products have been properly installed and operated in accordance with the manufacturer's instructions.
- Adequate records of operating history are kept and available for inspection by Philips.
- A Philips representative will have access to the defective Products. If the Products or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting systems.
- Labour costs for (de)-installation of the Products are not covered under this warranty.

Warranty policy

Terms and Conditions

1. Limited Warranty

This warranty shall only apply to Philips branded lighting products sold by Philips Lighting in the territory of Europe (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from Philips (hereinafter referred to as: 'Purchaser').

Philips warrants that each Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for the Products referred to in your sales agreement. If a Product fails to operate in accordance with this warranty Philips will provide a free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set out below.

2. Terms and Conditions

- Philips' warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set out in the warranty policy and on examination Philips determines to its satisfaction that such Product failed to satisfy this warranty, Philips will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser the purchase price. For purposes of clarity, 'repair or replace the Product or the defective part thereof' does not include any removal or reinstallation activities, costs or expenses, including without limitation, labor costs or expenses.
- If Philips chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Philips may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the warranty on behalf of Philips.
- This 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, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing in accordance with the product specifications, the Purchaser must notify Philips in writing.
- Philips will facilitate the technical resolution of problems. Third party products sold by Philips are not covered under this warranty, except as indicated in section 5.
- 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 in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable. Philips reserves the right to make the final decision on the validity of any warranty claim.
- If requested by Philips, the non-conforming or defective Products shall become Philips' property as soon as they have been replaced.

3. Warranty Claims

- Unless confirmed otherwise by Philips Lighting, a Warranty Period starts on the date of invoice for the Product concerned when phased delivery with or without commission is done.
- Philips Lighting will have no obligations under this Warranty Policy if Buyer is in breach of Buyer's payment obligations under Terms and Conditions.
- In order to be entitled to make a valid claim under warranty, Buyer shall promptly notify Philips Lighting in writing of any alleged Defect Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Philips Lighting under this Warranty Policy are subject to the following conditions:
 - Buyer shall keep proof of purchase for the Product available for inspection;
 - Buyer shall make claims under this Warranty Policy to Philips Lighting promptly and not later than thirty (30) days after discovery, and make available to Philips Lighting (or representatives) adequate records of operating history for the Product, at minimum the following information concerning the Product:
 - 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 Philips Lighting, the installation date of the Product; and
 - details of application, location, actual burning hours and number of switching cycles.
 - Buyer shall give a Philips Lighting representative on-site access to the Product for which Buyer invokes this Warranty Policy, and, on request, send any alleged Defect Product to Philips for analysis.
 - Buyer shall obtain consent from Philips Lighting 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 claim.
 - Any claims that have been brought or filed not in accordance with this section are null and void.
- The obligations of Philips Lighting under warranty will be limited, at the option of Philips Lighting, to within a reasonable time, either repair or provide a replacement product for the Defect Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. Philips Lighting is entitled at its option to replace the Defect 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.

Buyer shall bear the costs of access for remedial warranty efforts by Philips Lighting, including (de)mounting and/or (de) installation, removal and replacement of systems, structures or other parts of Buyer's facility, decontamination, and re-installation of (Defect) Products. Philips Lighting may charge Buyer for the reasonable costs incurred by Philips Lighting 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.

Warranty policy

Terms and Conditions

4. No implied or other warranties

- The warranty and remedies contained in this warranty are the only warranties given by Philips 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 are hereby disclaimed.
- These terms and conditions state Philips' entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Philips to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Philips has been advised or is aware of such defects.

5. Limitations and conditions

- Unless otherwise agreed by Philips Lighting and Buyer in writing, the obligations under warranty by Philips only apply to the Products listed under table 1. Philips Lighting does not provide any warranty for any other products, third party products, non-Philips branded products or any software that is not embedded in or delivered with any Products by Philips Lighting, or software which is subject to copyright owned by a third party. In addition, Philips Lighting does not warrant whether or not Products infringe any third party patent, trademark, copyright, design right or other intellectual property right and with respect to any third party rights Philips Lighting transfers only such title as Philips Lighting may have to Buyer, provided that Philips Lighting does warrant that at the time of acceptance of Buyer's order it is not actually (nor should it be reasonably) aware of any such infringement. The Warranty Period for customized or non-standard Products is one (1) year. Philips Lighting does not provide any warranty related to any Defect arising from designs or specifications supplied by Buyer to Philips Lighting.

- Philips Lighting will have no obligations under this Warranty Policy if the alleged Defect is found to have occurred as a result of any of the following:
 - Any acts of God and/or other Force Majeure events. In the event and to the extent not defined in the Terms and Conditions, Force Majeure means and includes any circumstances or occurrences beyond the reasonable control of Philips Lighting – whether or not foreseeable at the time of the agreement – as a result of which Philips Lighting cannot reasonably be required to execute its obligations including force majeure or non-performance by suppliers or subcontractors of Philips Lighting;
 - Lighting;
 - 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 (e.g. EN 50160 norms);
 - Improper wiring, installation or maintenance of Products not performed by (or for) Philips Lighting;
 - Failure to adhere to installation, operating, application, maintenance or environmental instructions or guidelines prescribed by Philips Lighting 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, lightning, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
 - Any attempt at repair, alteration or modification not authorized by Philips Lighting in writing;
 - Usage of LED products not taken into account the application instructions concerning potential pollution (VOIC) or cleaning.