



## Commercial Lighting Warranty Policy

Crescent warrants to the Purchaser that each Product manufactured and sold by it will be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for the period of 1 year from date of Purchaser's purchase (the invoice date) from Crescent for standard product and 3 years for products featuring SSL Technology. (refer to addendum C1a for detail). Crescent's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with Crescent's Products Return Policy, including without limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Crescent determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Crescent will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price.

If Crescent chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Crescent may replace it with a comparable product. The Products Return Policy is posted on Crescent's Internet web site at [www.crescentlighting.com](http://www.crescentlighting.com).

Where defects in materials, manufacturing or design cause the product/solution failure, they shall be repaired or replaced (at Crescent's discretion) according to the most practical resolution for the customer as defined by Philips Customer Care Directives.

Transport related damage is also included in the policy and should be redeemable from our transport contracts. Shipment related to resolving the warranty claim (products to the customer/site, samples back from customer/site to Philips) is included in the agreed conditions.

### Exclusions

This is a limited warranty, and excludes installation 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 below.

Philips shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this product, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and Fitness for particular purpose and all warranties arising from course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any matter whatsoever.

Philips NLO's will facilitate the technical resolution of problems, but does not warrant 3rd party products sold by Philips associated with the installation, unless a full back-to-back support agreement is made with the supplier. Unless expressly arranged through the RBU's, 3rd party warranty coverage must be managed by the country offering the warranty, based on a contractual arrangement with the supplier.

For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses.



## Commercial Lighting Warranty Policy, Continued

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of heat sink parts or misapplication/omission of heat transfer compound.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuations in electrical power).
3. products which have been modified or have had the serial number altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or user manuals
5. The product has been serviced by personnel not authorized by Philips

Purchaser shall convey with each Product distributed to end users this MANUFACTURER'S LIMITED WARRANTY, and if Manufacturer determines that the appropriate remedy for a defective product is refund of Purchaser's purchase price, Purchaser shall refund to the end user (or arrange for the refund to the end user of) the full purchase price paid by the end user for such defective Product.

### Limitations and conditions

Products/Solutions should be used within their specifications (e.g. Temperature, water ingress and other extreme conditions, Indoor/outdoor, up-lighting/downlighting, etc.) and according to application guidelines. Warranty becomes void if the product is mis-applied. Warranty will also be voided should the customer fail to appropriately maintain their installation (eg. Changing lamps at end of life, replacement of components accordingly applications guidelines, etc.)

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to manufacturer's instructions. Purchaser must notify us in writing within 30 days of noticing the defect. We reserve the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty.

Philips cannot be held liable for 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 defined by relevant supply standards (e.g. EN 50160 norms).

Locally sourced or modified products must be approved, along with the supplier, by the relevant RBU to be supported by this policy. If the supplier and/or product is not approved by the relevant RBU then all warranty risks related to the product must be carried by the sales organisation that sells the product.

This policy does not warrant consumables such as lamps, igniters, capacitors and other generally replaceable consumable items. Such items may carry a separate warranty which may differ from this policy.

### Addendum C1a

|                                   |         |
|-----------------------------------|---------|
| Magnetic ballasted fluorescent    | 1 year  |
| Electronic ballasted fluorescent: | 3 years |
| LED Under-Cabinet:                | 3 years |
| Exit and Emergency:               | 1 year  |
| Xenon Under-Cabinet:              | 1 year  |
| X-Treme Series:                   | 5 years |