

STATEMENT OF WARRANTY

Effective May 1, 2010

The Buyer is responsible for determining the suitability of the Seller's products for its use or resale. Seller warrants to the Buyer, the original purchaser only, title to the goods and material and workmanship at time of shipment (excluding H.I.D. ballasts, photoelectric controls, fluorescent ballasts and induction lighting system components which are discussed below.) Any warranty claims must be asserted by the Buyer in writing within five (5) years from the date of the Buyer's receipt of the goods on Philips Gardco brand luminaires and within one (1) year of the Buyer's receipt of the goods for Emco brand luminaires and all other products (excluding Light Emitting Diode modules or arrays and other Light Emitting Diode components provided in a luminaire, which are discussed below.) Warranty claims on any polycarbonate lenses, of any type, supplied with any product, must be asserted within one (1) year of the Buyer's receipt of the goods.

A Light Emitting Diode module or array provided in a Philips Gardco brand luminaire will be replaced if 15% of the individual Light Emitting Diodes in that module or array fail within a five (5) year period following Buyer's receipt of the product. A Light Emitting Diode module or array provided in an Emco brand luminaire will be replaced if 15% of the individual Light Emitting Diodes in that module or array fail within a five (5) year period following Buyer's receipt of the product. Other Light Emitting Diode components provided in any luminaire, including Light Emitting Diode drivers and Light Emitting Diode power supplies, will be replaced if they fail within a five (5) year period following Buyer's receipt of the product.

Luminaires and Retrofit Kits provided with the CosmoPolis™ system include a five (5) year warranty on CosmoPolis™ ballasts and a two (2) year warranty on CosmoPolis™ lamps. Luminaires and Retrofit Kits provided with the MasterColor® Elite system include a three (3) year warranty on MasterColor® Elite ballasts and a two (2) year warranty on MasterColor® Elite lamps. Warranty periods are following Buyer's receipt of the product. CosmoPolis™ and MasterColor® Elite ballasts and lamps are warranted by the original manufacturer of the ballasts and lamps, are subject to the terms of the ballast and lamp manufacturer's warranty and provide for replacement of defective products only.

Any warranty claims must be asserted by the Buyer in writing within the time periods described above, thereafter, they will not be honored. Furthermore, unless any such warranty otherwise specifically states, it is made to the Buyer only and the Buyer is not authorized to extend to any person or entity a warranty on the Seller's behalf, or to extend any remedies against the Seller to anyone. Such extensions by the Buyer shall remain the Buyer's responsibility.

Therefore, except to the extent of the warranty stated above, THE SELLER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DAMAGES, WHETHER INCIDENTAL OR CONSEQUENTIAL, WHICH ARE ALLEGED TO BE CAUSED BY ONE OR MORE OF THE SELLER'S PRODUCTS, BEYOND THE COST TO THE BUYER OF THE SUBJECT PRODUCT OR PRODUCTS. THEREFORE, THE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE SELLER FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR NEGLIGENCE OR STRICT LIABILITY, OR OTHERWISE, SHALL BE FOR REPAIR OR REPLACEMENT OF THE SUBJECT PRODUCT AT SELLER'S OPTION (EXCLUDING INSTALLATION AND REMOVAL CHARGES, WHICH SHALL BE THE BUYER'S RESPONSIBILITY) OR, IF THE SELLER CHOOSES, REFUND OF THE PURCHASE PRICE. SUCH EXCLUSIVE REMEDY SHALL EXPIRE TEN YEARS FROM THE BUYER'S RECEIPT OF THE GOODS FOR LIGHT EMITTING DIODE MODULES AND ARRAYS PROVIDED IN PHILIPS GARDCO LUMINAIRES, FIVE YEARS FROM THE BUYER'S RECEIPT OF THE GOODS FOR LIGHT EMITTING DIODE MODULES AND ARRAYS PROVIDED IN EMCO LUMINAIRES AND OTHER LIGHT EMITTING DIODE COMPONENTS PROVIDED IN ANY LUMINAIRE, FIVE YEARS FROM THE BUYER'S RECEIPT OF THE GOODS FOR PHILIPS GARDCO LUMINAIRES (EXCLUDING ALL POLYCARBONATE LENSES) AND ONE YEAR FROM THE BUYER'S RECEIPT OF GOODS FOR EMCO LUMINAIRES AND ALL OTHER PRODUCTS AND FOR ALL POLYCARBONATE LENSES.

H.I.D. ballasts, photoelectric controls, and fluorescent ballasts carry the same warranty as offered by the original manufacturer of these items, but in no event will any warranty claims on these items be honored later than one (1) year after the Buyer's receipt of the goods. In the event of a defect in one of these items which is covered by warranty, the Buyer must assert his claim in writing. If covered by warranty, these items will be shipped and billed at replacement cost and a Return Goods Authorization will be issued for the defective items. Credits will be issued on return of the defective items to the Seller. The invoice for the replacement item is payable within thirty (30) days unless the defective item is returned within this period of time.

Induction lighting system components provided in any product are warranted by the original manufacturer of the induction lighting system components, and subject to the terms of the induction lighting system components manufacturer's warranty.

All cartons should be inspected for freight damage on receipt. Instructions for filing freight claims may be found on the cartons. In the event of freight damage, replacement materials must be ordered and paid for and a claim filed by the consignee on the carrier for the amount of the replacement materials.

Philips Gardco will accept no responsibility for the installation of damaged material.

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Philips Gardco reserves the right to change materials or modify the design of its product without notification as part of the company's continuing product improvement program.

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