

# LED Product Warranty

This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as attached to this document ('Warranty Terms and Conditions').

This warranty policy only applies if referred to in a sales agreement between Image Arch Lighting and the Purchaser and it will replace the standard warranty clause provided in the Image terms and conditions of sale.

## A. Warranty period

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder, Purchaser receives the warranty for the applicable period expressed in years or hours, whatever comes first, as described in the table hereunder.

Series	LED Products	Period	Hours
M	Residential Surface	5 Year	50,000
MD	Residential Surface	5 Year	50,000
MDEL	Residential Surface	5 Year	50,000
MDLS	Residential Surface	5 Year	50,000
MLD	Residential Recessed	5 Year	50,000
MLR	Residential Downlight		
MRCL	Residential Multiple	5 year	50,000
MAL	Architectural Downlights	5 Year	50,000
MCLR	Architect/Comm Downlight/Retro	5 Year	50,000
MCLC	Commercial Downlight / Retrofit	5 Year	50,000
MCL	Architectural Cylinder	5 Year	50,000
MCLD	Architectural Recessed Multiple	5 Year	50,000
MCLDS	Architectural Surface Multiple	5 Year	50,000
MHR	Imagerail Handrail	5 Year	50,000
MLS - MTL	Step Lights	5 Year	50,000

## B. Special Conditions

- The warranty period starts on the date of invoice.
- The warranty period is based on years or hours, whatever comes first, at ambient temperature of 25 °C with 10 mm spacing.
- By default, Purchaser receives above mentioned 'standard warranty'. On request, an 'extended warranty' or 'customized project warranty' can be agreed upon after evaluation of the specific application conditions.
- Purchaser shall not rely upon any other information or documentation.

This warranty only covers Products applied within their 'intended' or 'normal use' as defined by:

- operating conditions are in accordance with the information on the Products and its packaging; and
- ambient temperature never exceeds the operating temperature range -20 °C to +30 °C; AND
- relative humidity in the installation never exceeds 80% RH, or never exceeds the IP rating of the Product, if any, is provided; AND
- Products are operated in the environment Fixtures are designed for.
- Products are not subjected to more than a total of 50,000 switching cycles (with a switching cycle defined as 30 seconds 'on' and 30 seconds 'off'); and
- the electrical installation in which the Product operates is not subjected to voltage fluctuations in a range exceeding 230V +/- 10%.

## C. Summary Warranty Terms and Conditions (non-exhaustive)

- This warranty policy is valid only for products sold in US and Canada. In other regions, other conditions may apply.
- Products have been purchased directly from Image Arch Lighting.
- Proof of purchase is available for inspection by Image Arch Lighting.
- Products have been properly installed and operated in accordance with the manufacturer's instructions.
- Adequate records of operating history are available for inspection by Image Arch Lighting.
- An Image 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.
- Any Labor costs for (de-)installation of the Products are not covered under this warranty.



## 1. Limited Warranty

The warranty as described herein shall only apply to Image Architectural branded lighting products sold by Image Architectural (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from Image Architectural (hereinafter referred to as: 'Purchaser').

Image 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 your Products as referenced to in your sales agreement. If a Product fails to operate in accordance with this warranty Philips will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

## 2. Terms and Conditions

- Images' 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 forth in the warranty policy and upon examination Philips determines to its satisfaction that such Product failed to satisfy this warranty, Image will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for 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 Image Architectural chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Image 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 limited warranty on behalf of Image, in any matter.

- 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, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify Image in writing.
- Image Architectural will facilitate the technical resolution of problems.
- 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 Image in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable. Image reserves the right to make the final decision on the validity of any warrantee claim.
- If requested by Image, the non-conforming or defective Products shall become Image Architectural's property as soon as they have been replaced.

## 3. Warranty Claims

All warranty periods mentioned are subjected to an Image representative having access to the failed product or system for verification of non-compliance. Guarantee claims must be reported and returned to Image warehouse within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- details of the failed Products; for System warranties also details of other components used.
- installation date and invoice date.
- detailed problem description, number and % of failures, date-code of failure.
- application, hours burned and switching cycles.
- where a warranty claim is justified, Image will pay for freight expenses. Image may charge Customer for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

## 4. No implied or other warranties

- The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Image Architectural 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 Image's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Image 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 Image has been advised or is aware of such defects.

## 5. Limitations and conditions

- 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 miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, Image representatives must be allowed to access the defective Product, system or application for verification of non-compliance.
- Image 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.