

# Limited Warranty for EU

## Terms and Conditions



To the extent permitted by applicable laws, this Limited Warranty specifies the standard terms and conditions on warranty for the sale by Signify of the Aquaculture LED Products listed in the Table below (for the purpose of this Limited Warranty all referred to as “Products”). Only the purchaser that has purchased Products directly from Signify (“Customer”) can derive any rights from this Limited Warranty. “Signify” means the legal entity selling the Products directly to Customer.

This Limited Warranty must be read together with Terms and Conditions for Sale of Products and Services of Signify currently in force, or such other terms as agreed to in a legally enforceable agreement executed between Signify and Customer, including separate supply, distribution 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 Limited Warranty 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 Limited Warranty and Terms and Conditions in relation to the Products, this Limited Warranty will prevail.

1. Subject to the Terms and Conditions and this Limited Warranty (including exclusions, limitations and conditions stated therein and herein), unless a different period is stated by the applicable laws, Signify warrants to Customer 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 Limited Warranty, a “Defect” (or “Defective Product”) means that a Product has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Signify, with consideration given to the overall performance of the Product.

### Warranty for Aquaculture LED Products

|                             | Warranty Period |
|-----------------------------|-----------------|
| Seacage                     | 1 year          |
| Freshwater                  | 1 year          |
| AquaAdvance Shrimp          | 1 year          |
| AquaAdvance Top             | 1 year          |
| Control Cabinet - equipment | 1 year          |
| Anodes                      | 1 year          |
| Cables                      | 1 year          |

2. Unless otherwise agreed to by Signify in writing, the applicable Warranty Period for each individual Product shall begin on the date of shipment of the Product to Customer.
3. Signify will have no obligations under this Limited Warranty if Customer is in breach of Customer’s payment obligations under Terms and Conditions.
4. In order to be entitled to make a valid claim under this Limited Warranty, Customer shall promptly notify Signify of any alleged Defective Product prior to expiration of the Warranty Period for such Product by completing a Claim/Return Form. Further, the obligations of Signify under this Limited Warranty are subject to the following conditions:
  - 4.1. Customer shall keep proof of purchase for the Product available for inspection.
  - 4.2. Customer shall make claims under this Limited Warranty to Signify promptly and not later than thirty (30) days after discovery, and make available to Signify (or representatives) adequate records of operating history for the Product, at minimum the following information:
    - 4.2.1. name and/or type number of the Product;
    - 4.2.2. the invoice date and, if performed by Signify, the installation date of the Product;
    - 4.2.3. details of application, location, actual burning hours and number of switching cycles; and
    - 4.2.4. details of the (alleged) Defect, including the number and percentage of failures, and date-code of failure, as applicable.
  - 4.3. Customer shall give a Signify representative on-site access to the Product for which Customer invokes this Limited Warranty, and, on request, send any alleged Defective Product to Signify for analysis. Customer has to identify individual returns with the reference number provided by Signify.
  - 4.4. Customer shall obtain consent from Signify on the specifications of any tests it plans to conduct to determine whether a Defect exists.
  - 4.5. Any lawsuit relative to any claims under warranty must be filed within one (1) year of the date of the notification of the claim.
  - 4.6. The Product has been purchased directly from Signify, or an authorized Signify distributor/dealer for use in regions that are within the jurisdiction of the European Union.

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5. The obligations of Signify under this Limited Warranty will be limited, at the option of Signify to the extent permitted by law, to within a reasonable time, either repair or provide a replacement product for the Defective Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. Signify is entitled at its option to replace the Defective 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. Signify may charge Customer for the reasonable costs incurred by Signify 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.
6. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of (Defect) Products are not covered by the warranty provided hereunder. Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Signify.
7. Unless otherwise agreed by Signify and Customer in writing, the obligations under warranty by Signify only apply to the Products listed under Section 1. Signify does not provide any warranty for any other products, including third party products and products not marked with the PHILIPS trademark or with other trademarks owned by Signify. In respect of software, Signify does not provide any warranty for any software that is not embedded in or delivered with any Products by Signify, even if Signify refers to third party software in its Documentation.
8. To the extent permitted by applicable laws, Signify will have no obligations under this Limited Warranty if the alleged Defect is found to have occurred as a result of any of the following:
  - 8.1. Any Force Majeure event. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Signify, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Signify cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lockouts, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber-attacks and hacking or non-performance by suppliers of Signify or by other third parties on which services rely (including connectivity and communication services);
  - 8.2. 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;
  - 8.3. Improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) Signify;
  - 8.4. Failure to adhere to installation (such as mounting), operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by Signify or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
  - 8.5. Failure to use the Products for the purposes for which these have been designed;
  - 8.6. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal storage or use of the Products;
  - 8.7. Any attempt at repair, alteration or modification not authorized by Signify in writing;
  - 8.8. Usage of LED products not taking the application instructions concerning potential pollution or cleaning into account; or
  - 8.9. Usage with controllers and dimmers which are not approved by Signify.
9. Customer acknowledges that the purchase price for the Product(s) is based on and reflects a proper allocation of risks and obligations of the parties related to warranty.

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10. This Limited Warranty, read together with the provisions on warranty in the Terms and Conditions, constitutes the entire agreement regarding warranty for any Defective Products and supersedes all prior statements or communications (oral and written) to Customer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by Signify 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 Signify expressly disclaims. Customer shall not rely on any other information, from Signify or other sources, or generally known (industry) facts, regarding the Products or their performance and/or lifetime. The sole and exclusive remedy for Customer in connection with any Defect will only be as explicitly stated in this Limited Warranty. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL SIGNIFY' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL SIGNIFY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL EVEN IF SIGNIFY WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
11. Signify may modify this Limited Warranty from time to time, and any modifications will be effective for all orders placed on or after the effective date of such modification(s).
12. Cleaning agents and/or other chemicals may only be used in accordance with the Signify installation instructions and the guidelines specified by the suppliers of such agents. Signify will have no obligation under this limited warranty if the alleged defect is found to have arisen from a breach of this obligation.