PHILIPS SOLID-STATE LIGHTING SOLUTIONS
STANDARD TERMS AND CONDITIONS

LIMITED WARRANTY:

Manufacturer 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 two years from date of Purchaser's purchase (the invoice date) from Manufacturer. Manufacturer's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Products Return Policy, including without limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Manufacturer determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Manufacturer 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 reinstallation costs or expenses, including without limitation labor costs or expenses. If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product. The Products Return Policy is posted on Manufacturer's Internet web site at http://www.colorkinetics.com/howtobuy/buy/returns. The foregoing notwithstanding, Manufacturer will not be responsible for damage to any Product resulting from misuse, negligence, acts of God or accident or resulting from repairs or alterations made by any person or firm not duly authorized by Manufacturer in writing. 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.

THIRD PARTY WARRANTIES:

With respect to products sold to the Purchaser by Manufacturer but not manufactured by Manufacturer, MANUFACTURER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to the Purchaser, to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product upon the Purchaser's timely written request.

NO IMPLIED WARRANTIES:

THE WARRANTIES GIVEN IN THESE TERMS ARE THE ONLY WARRANTIES GIVEN BY THE MANUFACTURER WITH RESPECT TO THE PRODUCTS AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF NON INFRINGEMENT AND OF FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S EXCLUSIVE REMEDIES, AND MANUFACTURER'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE THOSE EXPRESSED HEREIN.

LIMITATION OF LIABILITY:

An essential purpose of the limited exclusive liabilities and remedies in this Agreement is allocation of risks between Manufacturer and Purchaser, which allocation of risks is reflected in the purchase price for the Products. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR MANUFACTURER'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.