

Philips Emergency Lighting Limited Warranty

Philips Emergency Lighting (“Philips”), 236 Mount Pleasant Road, Collierville, TN 38017 warrants that its products (hereinafter “Products”) will be free from defects in material and workmanship from the date of manufacture by Philips for the following periods:

(1) Year	(2) Years	(3) Years	(5) Years		
B213H	B84CG	ELI-250-SD	B75C	BSL310	Xitanium EM
B90	B94CG	ELI-100-SD	B4CFG	BSLX32EU	AK175PLS
B100	B94CGU	BLCD-20B	B50Cold-Pak	B33	AK175PLS-208V
B100LP	B94G	BSL722	B4CF1	B30	AK175PLS-240V
	B94GU	BSL722 Cold	B4CF2	B50	AK400PLS
	B213	B60	B4CF3	B54	AK400PLS-208V
	B426	B70A	B4CF2P & 2PC Cold	LP600STU	AK400PLS-240V
	B463	LP400	ELI-S-20	LP600	ARCTIC 175PLS-120V
	B413	B60LP	GEN1	LP550	ARCTIC 175PLS-208V
	CF94GU	B60LPU	GEN3	LP500	ARCTIC 175PLS-240V
		BDL60U	GTD	B50LP	ARCTIC 175PLS-277V
		B60LPU	GTD20A	B30RCT	ARCTIC 400PLS-120V
		BHD55U	BSL17C	B50RCT	ARCTIC 400PLS-208V
		BHD65U	BSL17C-C2 & C2P	B30ST	ARCTIC 400PLS-240V
			BSL20 (LV,MV & HV)	B50ST	ARCTIC 400PLS-277V
			BSL23C	B74CST	
			BSL26C	B50U	

This warranty is further conditioned upon proper storage, installation, use and maintenance. This warranty is not applicable to any Product which is not installed and operated in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters’ Laboratory, Inc. (UL), the Standards for the American National Standards Institute (ANSI), or, in Canada, the Canadian Standards Association (CSA), and with Philips instructions and guidelines for the Product. This warranty does not apply to damage or failure to perform arising from abuse, misuse, abnormal stresses and operating conditions, lightning, electrical surges or acts of God.

This warranty only flows to the original purchaser or first end-user purchaser. If a Product covered by this warranty fails to conform to this warranty and is returned by purchaser in accordance with Philips published Return Policy during the warranty period, Philips will, at its option, either repair or replace the Product or the non-conforming part thereof, or reimburse the purchaser for the purchase price of the specific Product. For purposes of clarity, “repair or replace the Product or the non-conforming part thereof” does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses. If Philips chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Philips may replace it with a comparable product.

THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. Purchaser’s exclusive remedy, and Philips sole liability, for any nonconformity or defect in any Product shall be only those explicitly set forth herein.

LIMITATION OF LIABILITY: Philips will not under any circumstances whether as a result of breach of contract, breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages, including but not limited to, loss of profits or revenues, loss of use of the Product or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facility of services, down time cost, or claims of claimant’s customers. Philips liability on any claim of any kind for any loss or damage arising out of, resulting from or concerning any aspect of this warranty or from the product or services furnished hereunder shall not exceed the price of the specific Product which gives rise to the claim.