

# PHILIPS LUMEC PRODUCT & SURFACE FINISH

## WARRANTY INFORMATION

PHILIPS LUMEC warrants to its Customer only that its products shall be free from defects in material and workmanship (excluding ballasts and photoelectric controls, see below) for a period of one (1) year from the date of shipment. Subject to the "Surface Finish Warranty Limitations" below, PHILIPS LUMEC warrants the visible painted surfaces of its products, as finally assembled at site, shall remain free from discoloration, loss of gloss retention, corrosion and lack of adhesion, for a period of five (5) years from date of shipment. In order for a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given within the warranty period to PHILIPS LUMEC in writing. If PHILIPS LUMEC determines that the warranty claim is valid and that a defect exists, Philips Lumec, at its sole option, will either refund the purchase price originally paid for the subject product or will repair or replace the defective part or product at PHILIPS LUMEC's cost, such repair to occur either onsite or, at PHILIPS LUMEC's option, at its factory (should a factory repair be required, product to be removed at Customer's cost and returned to Lumec freight prepaid). The remedy chosen at PHILIPS LUMEC's option shall be Customer's sole and exclusive remedy under this warranty. In no event will Lumec be responsible or liable for any labor costs at site for the removal or replacement of defective products or materials, except for that portion of the cost to repair at site, which Philips Lumec alone determines to undertake hereunder at site (if any). In no event will Philips Lumec ever be liable to Customer or to any other party for any expenses, losses or damages beyond the original cost of the subject product. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PHILIPS LUMEC DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS LUMEC SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND PHILIPS LUMEC'S LIABILITY, BEING LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH, NOT TO EXCEED THE ORIGINAL PRICE PAID FOR THE SUBJECT LUMEC PRODUCT.**

**BALLASTS AND PHOTOELECTRIC CONTROLS MAY BE COVERED BY SEPARATE WARRANTY FROM THE MANUFACTURER OF SUCH PRODUCTS, BUT PHILIPS LUMEC SELLS THESE ITEMS CONTAINED WITHIN ITS PRODUCTS "AS IS." PHILIPS LUMEC ACCEPTS NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.** If Customer has a potential ballast or photoelectric control problem, information on how to assert a claim against the manufacturer of the subject ballast(s) or photoelectric control(s) will be posted on the manufacturers site.

**SURFACE FINISH WARRANTY LIMITATIONS.** Whether the surface finish of a product is defective within the warranty period with respect to "discoloration," "gloss retention" or "corrosion and lack of adhesion" shall be determined as follows:

Discoloration

Discoloration in excess of 5 E units (CIE 1976 CIELAB) as measured using procedure ASTM D 2244, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Gloss retention

A minimum of 30 % gloss retention as measured using procedure ASTM D 523, latest revision, comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

Corrosion and lack of adhesion

Corrosion and lack of adhesion in excess of Rust Grade 5, as measured using procedure ASTM D 610, latest revision, based on the complete product assembly. For the purpose of this warranty, this procedure applies to both aluminum and steel.

**Not covered by this warranty:**

- Surface finish on replacement parts not supplied by Lumec.
- Damages caused by improper use, negligence, accident, foreign material attached to the equipment and damages resulting from poor installation.
- Corrosion, flaking or discoloration caused by environmental drops and / or acts of God such as hail, storm, acid rain, tree sap, water immersion or airborne materials.

**Any metallic color surface finish** is covered by a one-year warranty only unless a LUMEC clear coating has been specified, in which event the five (5) year warranty shall apply.