

# Philips Selecon Limited 3-Year Warranty

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**Philips Selecon warrants its luminaires against defects in materials or workmanship. The term of this warranty is based on the product usage and is from the date of delivery.**

1. In this Limited 3-Year Warranty:

(a) Customer means the company or other entity which acquires Goods from Philips Selecon under their Terms and Conditions;

(b) Goods mean luminaires and other related products supplied by Philips Selecon and, in respect of each Order accepted by Philips Selecon, means the products described in the invoice issued by Philips Selecon in respect of the relevant Order;

(c) Order means an order placed by the Customer with Philips Selecon for the supply of Goods;

2. Philips Selecon warrants the Goods against defects in materials or workmanship on the terms and conditions set out in this Limited 3-Year Warranty.

3. The Customer must make a warranty claim before expiry of the Limited 3-year Warranty Period which commences from the date of delivery of the Goods and based on the application and the nature of the Goods:

**ENTERTAINMENT, THEATRE**

The Goods are used in conditions typically found in a theatre performance venue being 4 to 6 hours daily, 6 days per week.

**ARCHITECTURAL DISPLAY**

The Goods are used as display lighting and conditions typically found in a museum being 10 to 12 hours daily, 7 days per week.

**TELEVISION, FILM, STUDIO**

The Goods are used in conditions typically found in a studio/film environment being 10 hours daily, 6 days per week.

**OTHER**

All other electromechanical and electronic devices including power supplies, Dowser and 80V Power System.

4. Philips Selecon has a policy of continual product improvement and may from time to time, without notice, alter the specifications set down in this Limited 3-Year Warranty

including, but without limitation, the Warranty Period and Description.

5. To make a warranty claim, the Customer must deliver a completed return authorisation form (available from the Philips Selecon website) to Philips Selecon or its authorised agent.

6. Philips Selecon's entire liability under this Limited 3-Year Warranty is, at its option, to repair, replace, or refund the purchase price of the Goods which are found to be defective or damaged as a result of Philips Selecon's defective workmanship, materials or design (fair wear and tear excepted). Philips Selecon is not obliged to provide substitute Goods while the original Goods are inoperable.

7. All Goods which are the subject of a warranty claim must be forwarded freight paid to Philips Selecon and will be returned freight collect to the Customer. The Customer is at all times responsible for insuring the Goods.

8. This Limited 3-Year Warranty is void and of no effect if the Goods are in any way:

(a) misused, neglected, damaged, modified or abused;

(b) improperly installed, operated, repaired or maintained;

(c) connected to any other equipment with which they are not compatible;

(d) used or stored in conditions outside their electrical or environmental specifications;

(e) used for purposes other than for which they are designed;

(f) used outside their stated specifications and operating parameters.

9. Except for the warranty set down in this Limited 3-Year Warranty, all other warranties, descriptions, representations or conditions whether implied by law, trade, custom or otherwise are expressly excluded to the fullest extent permitted by law.

10. Philips Selecon does not warrant that the Goods are suitable for the Customer's intended purpose. The Customer should satisfy itself as to the suitability of the Goods.

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11. As far as may be permitted by law:

(a) the total liability of Philips Selecon to the Customer in contract, tort or otherwise, for any loss, liability or damage to person or property arising, directly or indirectly, from any defect in the Goods will be limited to the lesser of the price of the Goods complained of, the cost of repairing or replacing the defective Goods or the actual loss suffered by the Customer;

(b) Philips Selecon will not be liable in any circumstance for any indirect, special or consequential loss or damage of any kind suffered by the Customer.

(c) if the Customer is a "consumer" under the Consumer Guarantees Act 1993 (CGA), the CGA will not apply where the Customer acquires or holds itself out as acquiring the Goods for the purposes of a business.

12. This Limited 3-Year Warranty shall be governed by the laws of New Zealand. The Customer submits to the jurisdiction of the Courts of New Zealand. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded from this Limited 3-Year Warranty.