



**PHILIPS COLOR KINETICS
(PHILIPS SOLID-STATE LIGHTING SOLUTIONS, INC.)
PRODUCT RETURN POLICY**

Philips Solid-State Lighting Solutions, Inc. (“**Manufacturer**”) strives to provide the best quality products and services (“**Product**”) to meet the high standards our customers deserve. In the event it is necessary to return Product, Purchasers must follow the procedure outlined in this Product Return Policy (“**Return Policy**”). This Return Policy is subject to, Manufacturer’s Standard Terms and Conditions of Sale (the “**Terms and Conditions**”). Any capitalized term used but not defined herein shall have the meaning set forth for such term in the Terms and Conditions. For Purchaser’s who received their Product from an authorized distributor of Manufacturer, the procedure outlined below should be directed to, and the term “Manufacturer” shall mean, such distributor.

RETURN PROCEDURE

To obtain approval to return Product to Manufacturer, Purchasers need to contact Manufacturer’s Customer Service staff at 617-701-2307, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m. Eastern Standard Time (EST) or e-mail Customer Service at customerservice@colorkinetics.com. If a return is approved, a packet will be prepared and mailed to the Purchaser within one standard business day containing (i) a Return Material Authorization (“**RMA**”) number; and (ii) two copies of the authorized RMA form (one for the Purchaser’s records and one to be included with the return shipment). By requesting a RMA from Manufacturer, Purchaser agrees to the terms of this Return Policy set forth herein.

NO PRODUCT RETURNS WILL BE ACCEPTED BY MANUFACTURER IF NOT ACCOMPANIED BY A VALID RMA NUMBER. Product without a RMA number will either be refused or returned to Purchaser at Purchaser’s expense. Manufacturer is not liable for loss or damage to unauthorized product returns. Except for issues covered under the Terms and Conditions, all RMA requests must be made within 30 days of the invoice date to be eligible to receive credit. Once issued, RMA numbers are valid for 30 days. Any returns received after 30 days will be refused. Purchaser is responsible for all return freight charges, including taxes, customs and duties if applicable. All product returned for credit must be new, undamaged, and in factory sealed packaging. Product may not be returned if it is non-standard, made-to-order, or manufactured to Purchaser’s specific design or specification, or is outdated or phase-out stock product. Any product returned with marked box, damaged box, missing components, (e.g. cables, manuals, etc.), or other damage not caused by Manufacturer will be assessed a higher restocking fee to cover the cost of replacements.

DEFECTIVE PRODUCT

Product which Purchaser believes is covered by Manufacturer’s Limited Warranty in the Terms and Conditions (“**Defective Product**”) must be returned by Purchaser as stated therein and accordance with the Return Procedure outlined above. Returned Product will be tested upon arrival at Manufacturer. Any Product that is determined to be non-defective will be returned to Purchaser, at Purchaser’s expense, and a testing fee of a minimum of 10% of the Product value will be assessed. If, following examination, Manufacturer determines to its satisfaction that such Product is Defective Product, Manufacturer will, at its option, repair or replace the Product or the defective part thereof, or credit Purchaser for the purchase price therefore, subject to the Terms and Conditions. For purposes of clarity, “repair or replace the Product or the defective part thereof” does not include any removal or 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. Manufacturer will cover standard ground shipping charges incurred by Purchaser for the return of Defective Product and the shipment of replacement Product.

RESTOCKING FEES

Returns authorized by Manufacturer, other than return of Defective Product, will be subject to a restocking fee and Purchaser will pay all transportation costs associated with the return, including taxes, customs and duties, if applicable. Product returned in original condition will be assessed a 15% restocking fee. If product is found to be damaged, missing manuals or parts, or if original Manufacturer’s carton is damaged or missing, a minimum 25% restocking fee will be charged.