TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SERVICES –SIGNIFY NORTH AMERICA CORPORATION

1. OFFER, CONFIRMATION, AGREEMENT

(a) These terms and conditions ("Terms") apply to the sale or supply of all products or systems ("Products"), and the performance of all services (which includes any software provided as a service) ("Services") by Signify North America Corporation ("Signify") to you ("Customer") and will form a necessary part of any Offer or Agreement therefore. Customer’s ordering of Products or Services from Signify constitutes acceptance of these Terms, which shall prevail over any prior or contemporaneous terms or conditions in any written, type-written, printed or electronically made, and resulting in a permanent record. The terms "includes" or "including" are intended without limitation to the generality of preceding words.

(b) Products and Services may include web or mobile applications that may be subject to additional terms ("Additional Use Terms") or software that may be subject to additional (end-user) software license conditions ("EULAs"), both from either Signify or an affiliate, or third parties. Such EULAs or Additional Use Terms will be made available together with the web or mobile application or software, as applicable. Except where specified otherwise in a EULA or Additional Use Terms, such EULA or Additional Use Terms will form part of the Agreement. Software will not be sold to Customer, but licensed subject to the license terms in section 10 below.

(c) In the event of any conflict or inconsistency between these Terms and the terms of any Agreement or Offer the terms of such Agreement or Offer will prevail. With respect to web or mobile applications or software, any Additional Use Terms or the terms of any applicable EULA will prevail over these Terms.

(d) The terms "agreed", "consent", "confirmed", "accepted", "informed", "notified" or "notice" and documents or acts of similar meaning will be deemed to be required to be done in writing, where in writing is defined to include handwriting, typewriting, printing, electronic records, or any other medium that results in a copy that is both legible and remains a permanent record.

(e) Any different or additional terms in any purchase order, blanket instructions, terms of purchase or other writing from Customer will be deemed a material alteration of these Terms and are expressly objected to and rejected by Signify. Notwithstanding the foregoing, no agreement of performance or shipment will not be construed as acceptance of any Customer's terms or conditions. Course of performance or usage of trade will not be applied to modify these Terms.

(f) These Terms may be amended by Signify by posting an updated version on its website, provided that in respect of an Agreement and an Offer the version of the Terms applicable as of the effective date of the Agreement or the date of the Offer will apply.

(g) Offers by Signify are open for acceptance within the period stated in such Offer or, in the event that no period is stated, within thirty (30) days from the date of the Offer, provided that Signify may amend, withdraw or revoke any Offer at any time prior to the receipt by Signify of the acceptance of an Offer. No order submitted by Customer will be deemed final or accepted by Signify unless and until confirmed by Signify.

(h) Customer is solely responsible for the accuracy of any order, including with respect to the specification, configuration or other requirements of Products and Services, and functionality, compatibility and interoperability with other products (not authorized by Signify), as well as fitness for particular use. Customer warrants that the information provided to Signify under an agreement is complete, accurate and true, and Customer acknowledges that a failure to provide complete, accurate and true information or instructions to Signify may detrimentally affect Signify’s ability to discharge its obligations or exercise its rights under an Agreement.

(i) Any catalog, specification, price sheet or other similar documentation prepared by Signify is strictly for information purposes only and will not be deemed as an Offer. Signify believes such documentation is complete and accurate at time of printing, but Signify does not warrant that such documentation is error free. Signify will not accept responsibility for any damages in connection with errors of measurements, descriptions, application recommendations and the like.

(j) Products will be supplied in accordance with the standard functionalities, styles and sizes as described in Signify’s catalogs or, for special or made-to-order Products, in accordance with Signify’s drawings and specifications sheets. In the event of a conflict between an order of Customer and a drawing or specification sheet from Signify approved by Customer, the latter will prevail.

(k) Exclusions, assumptions and qualifications stated by Signify in Offers, Agreements or otherwise will direct the Agreement and will be construed as part thereof and guide its execution and interpretation.

(l) Where the performance under the Agreement relies on the approval, confirmation or acceptance by Customer of a (draft) proposal, design, deliverable, planning or any other action by Signify, Customer shall endeavor to do so within the period stated in the Agreement, or, in the event that no period is stated, within seven (7) days after receipt of a request from Signify, in the absence of a response within such time period Customer will be deemed to have approved, confirmed or accepted as submitted by Signify.

(m) In the event that Customer resells Products or incorporates Products and/or Services in offerings to its customer, Customer shall ensure that all its customers and/or end users of Products or Services comply with all relevant Customer’s obligations under the Agreement and these Terms, and that the terms of its agreement with each of its customer(s) or end user(s) are consistent with the Agreement and these Terms, failing which Customer shall indemnify, defend and hold harmless Signify and its affiliates, and their officers, directors, agents, employees, successors, and assigns from and against, all losses, liabilities, costs (including legal costs) and expenses arising out of or in connection with any non-compliance.

2. PRICES AND TERMS OF PAYMENT

(a) In consideration of the sale of Products and/or the performance of Services by Signify, Customer shall pay all prices and fees ("Prices") in accordance with the Agreement and this section 2. Prices are in U.S. Dollars and unless agreed otherwise based on Ex Works – Signify factory (INCOTERMS latest version). Unless stipulated otherwise by the applicable INCOTERMS, Prices do not include any taxes, duties or other governmental fees, now or hereafter enacted, including value-added or similar taxes levied by any government, and Signify may add these to the Price or invoice separately, and Customer will reimburse Signify promptly on first request.

(b) Subject to notice to Customer, Signify reserves the right to adjust Prices for Products and/or Services not yet delivered or performed to reflect variations in individual costs of more than five percent (5%) including any foreign exchange rate fluctuations, raw materials and other costs of manufacturing and distribution, and labor costs, that take effect between the date of the Agreement and delivery of Products and/or performance of Services. In addition, if an Agreement has a term longer than twelve (12) months, Signify may adjust Prices as of each 1st April (i) for the change in the most recently published Producer Price Index, Total Manufacturing Industries (Series Id: PCUOMFG-OFG), as published by the U.S. Department of Labor, Bureau of Labor Statistics compared to twelve (12) months earlier, and (ii) to reflect variations in the foreign exchange rate between the U.S. Dollar and the Euro of more than 5% since the date of an Offer.

(c) Any cancellation, delay or other change by Customer of a purchase order previously accepted by Signify will require the prior approval of Signify and the approval will be without prejudice to any rights or remedies Signify may have under the Agreement or at law. If, on request of Customer, Signify agrees to any such change in purchase order or a change in an Agreement, including an (partial) cancellation, delay or suspension, the addition, omission, alteration, substitution or modification of the design, quality, standard, quantity, manufacturing site or performance (including sequence, quotation, proposal or offer provided to Customer by Signify, or an affiliate, or third parties. Such EULAs or Additional Use Terms will be made available together with the web or mobile application or software, as applicable. Except where specified otherwise in a EULA or Additional Use Terms, such EULA or Additional Use Terms will form part of the Agreement. Software will not be sold to Customer, but licensed subject to the license terms in section 10 below.

(d) In consideration of the sale of Products and/or the performance of Services, any Additional Use Terms or the terms of any applicable EULA will prevail over these Terms.

(e) Unless specifically agreed otherwise, (i) interest on all amounts due to Signify from the due date until Signify has received full payment thereof, at the rate of eighteen percent (18%) per annum or the applicable statutory rate, whichever is higher, and (ii) shall pay Signify all costs of payment collection, including attorneys’ fees; and (iii) may cancel any credit issued to Customer and require, to its satisfaction, that Customer provides (additional) security, pre-payment, prompt payment or any other security or other conditional payment terms or accelerate payments schedules for any outstanding performance.

(f) Signify may set off against and deduct from any amount that Signify (or any of its affiliates) owes to Customer under any agreement any amount that Customer owes to Signify or against any advance payments or deposits made by Customer. In the event that Signify sets off amounts in different currency it will use a commonly used currency conversion rate.

3. DELIVERY OF PRODUCTS; PERFORMANCE OF SERVICES

(a) Unless agreed otherwise, Products will be delivered Ex Works – Signify factory (INCOTERMS latest version). Signify shall perform Services at the location(s) agreed in the Agreement. Dates communicated or acknowledged by Signify are approximate only, and Signify will not be liable for, or accept responsibility for any delays, including failure to deliver or perform Services on the originally stated dates. Notwithstanding the foregoing, if Signify shall use commercially reasonable efforts to meet such dates. In the event of delay, Signify shall use commercially reasonable efforts to deliver Products or perform Services (where applicable) within a period that is reasonably needed given the cause of the delay, failing which Customer’s sole and exclusive remedy will be to cancel the purchase order for undelivered Products and/or Services.

(b) Customer shall note any damage to Products caused in transit, or shortages thereto, on transport documentation immediately upon receipt of Products, with due regard to applicable instructions by Signify or the carrier. All Products delivered under the Agreement will be deemed accepted by Customer as conforming to the Agreement, and Customer will have no right to revoke any acceptance. If Customer provides Signify notice of a claimed nonconformity within seven (7) days of the date of delivery. Notwithstanding the foregoing, any use of a Product by Customer or its customers after delivery will constitute acceptance of that Product by Customer. Signify shall at its option and within a reasonable time, correct nonconformities by either repair, make available parts, replace or deliver missing Products, or credit the Price paid by Customer for undelivered Products.

(c) If Nonconformities will not prevent or suspend acceptance by Customer of the Products, Services or both, and Signify shall correct these within a reasonable time. "Minor Nonconformities" are nonconformities or anomalies that do not hinder the overall operation and intended use of Products or Services in accordance with the specifications.

(d) Signify may make changes to the design, materials, fit and finish of Products or change working methods, communication systems, software or any other elements of Services, and documentation provided that such changes do not materially affect the functionality of the Product or Services. Unless specifically agreed otherwise, Signify does not warrant the availability, accuracy, completeness, reliability, timeliness or output from Products and Services. Customer shall not use or rely on Products and Services for any other applications or purposes than agreed in the Agreement.

(e) Customer explicitly acknowledges that any delay or delay other change by Customer of a purchase order previously accepted by Signify will require the prior approval of Signify and the approval will be without prejudice to any rights or remedies Signify may have under the Agreement or at law. If, on request of Customer, Signify agrees to any such change in purchase order or a change in an Agreement, including an (partial) cancellation, delay or suspension, the addition, omission, alteration, substitution or modification of the design, quality, standard, quantity, manufacturing site or performance (including sequence, quotation, proposal or offer provided to Customer by Customer under any agreement any amount that Customer owes to Signify or against any advance payments or deposits made by Customer. In the event that Signify sets off amounts in different currency it will use a commonly used currency conversion rate.
(f) Customer is responsible for all information, orders, instructions, materials, and actions provided or performed by Customer directly or by third parties engaged by Customer (excluding subcontractors of Signify) in connection with the delivery or performance by Signify of any Products or Services. Signify will be entitled to rely on the accuracy and completeness of all information furnished by Customer, including where Signify provides data collection, design or audit services. Upon acceptance of any Product or Service by Customer, Customer shall promptly provide any other information, services or support under Customer’s control and relevant to the performance by Signify under the Agreement.

(g) In the event of delay or interruption in delivery of Products or the performance of Services for reasons not attributable to Signify or due to a Variation, the timelines for performance by Signify will be amended accordingly. Signify will be entitled (in addition to the increased costs referred to in section 2(c)) to a reasonable compensation by Customer for any damages and/or costs incurred by such delay.

(h) In the event that an Agreement contains (minimum) stock requirements for Signify, Customer shall at first request of Signify purchase Products kept in stock under such requirement.

4. USE OF PRODUCTS AND SERVICES

(a) Customer shall use Products and Services only for their intended purposes and in accordance with all instructions contained in the manuals, warranties, terms and any other terms and conditions applicable to such Products and Services or provided by any person of Signify, deployed or subcontracted by Signify in the performance of an Agreement (“Personnel”). Customer shall maintain the site, site conditions and equipment supplied and/or used by Signify in the performance of Services (including cabling, fittings and electricity supply) in good condition, repair, and working order, and shall protect same against damage and external influences.

(b) Customer shall use and, where applicable, shall cause and ensure that end-users use web-applications, mobile applications and software in accordance with applicable Additional Use Terms and conditions and everyone involved is made aware and required to keep a full back-up of such software installed readily available.

(c) In the event of a software error, Signify shall provide Customer with alerts or error messages and support Signify in updating or replacing software used in connection with performance under the Agreement.

(d) Customer shall not permit (or perform) any activity on any equipment or software supplied and/or used by Signify in the performance of Services, except normal use in accordance with the specifications or otherwise with the prior approval by Signify. In the event of any unauthorized actions, Signify may suspend the Services until the equipment or software has been restored to its original compliant state and charge Customer on the basis of a Variation, and until confirmed any warranty obligations of Signify with respect to such Services will be null and void. Any changes to equipment or software owned by Signify (or its licensors) will be exclusively owned by Signify (or its licensees), even if such changes have been performed by or for Customer.

(e) Unless expressly included in Services, for any Services requiring connection to a system from a remote location, Customer shall at its own expense and risk establish external system access for service staff of Signify (or its subcontractors). Customer shall make available technically competent staff to perform all work that requires a sign-on to Signify and, where applicable, Customer authorizes Signify to make use of Customer’s IT infrastructure to connect to and share data with specified systems and/or services to perform Services.

(f) Signify shall not be responsible for the failure of any of its Products or Services to provide the expected performance, benefits, effects or outcome arising from: (i) Customer’s failure to comply with the terms under the Agreement; (ii) failures or fluctuations of electric power; (iii) sunset/shutdown of connectivity and communication technologies; (iv) Force Majeure and other unusual external influences; or (v) Variations.

5. DESIGN SERVICES; DOCUMENTATION

(a) All included as part of Services, Signify shall provide design services in accordance with specifications as defined in Section 1 of the Agreement. In the event of any disputes arising out of such work performed (as defined in section 10(a)) in and to the deliverables arising out of design Services will exclusively vest in Signify or a Signify nominee. Customer shall not use, publish, copy or disclose these without prior approval of Signify, which approval Signify may grant subject to certain conditions, including the payment of a reasonable fee.

(b) All the documentation provided by Signify in connection with the Products and Services, including any user manuals or instructions, catalogs, specification sheets, data, drawings, schedules, designs, source code, or any other documents or information obtained from Signify or created by Signify in whatever form including electronic or printed format (“Documentation”) will remain the property of Signify. Documentation is not sold to Customer, but licensed subject to the license terms in section 10 below. Unless otherwise agreed, all IP in and to the Documentation is retained by Signify or a Signify nominee. Customer shall not use, publish, copy or disclose the Documentation except in accordance with these Terms.

6. INSTALLATION; SERVICES ON-SITE

This section applies where Signify (or its subcontractor) will perform construction, cabling or installation activities (“Installation” or “Install”) or other Services at a site owned or controlled by Customer.

(a) Customer is responsible for the timely completion of preparatory works and site preparations in conformity with requirements set by Customer. Signify shall prior to the agreed start of Installation or other Services on site, and in such a manner that Signify can perform in the most efficient manner and within agreed time schedules: (i) provide and maintain the site conditions (including infrastructure); (ii) provide all necessary information, instructions, inspections, authorizations, approvals, permits and notify Signify about the location of any cables, electric power lines, water pipes or the like, including surveys describing physical characteristics, legal limitations and utility locations for the site; (iii) provide site access, including traffic management, where applicable; and (iv) put at the disposal of Signify all materials, tools, constructions and other facilities, and all other reasonable assistance in an accurate and timely manner, and at no additional costs to Signify, all in accordance with applicable laws, including all applicable health and safety, electrical and building codes.

(b) Customer shall not call Signify upon site before the obligations under section 6(a) have been satisfactorily completed. In the event of waiting times of more than four (4) hours on a day, Signify may reschedule and charge Customer a full working day for that day for the resources concerned.

Customer shall: (i) provide a fully qualified representative to support Signify as and when required while working on site; (ii) provide utilities (including gas, water, electricity and connectivity), heating and lighting necessary for the performance on site; (iii) provide adequate and lockable rooms for Personnel and other equipment; (iv) store evidence of the installation and storage of materials, their accurate quantity and storage near the site; (v) decommision and collect the materials that are replaced by Products and remove these from the site; and (vi) assist Signify during (performance) tests. Upon request of Signify, Customer shall arrange for the temporary shutdown of facilities at the site (including water systems).

(e) Upon finalization of Installation or other Services on site, Signify shall notify Customer in accordance with the acceptance protocol agreed between the Parties. In the event that no such protocol has been agreed, within five (5) days after notice to Customer of finalization of installation or other Services on site, Customer shall check and test the Service set-up, the Products supplied and/or Installed by Signify and, subject to sections 3(b) and 3(c), notify Signify of any Defect (as defined in section 9(a)), in the absence of which Customer will be deemed to have accepted the Service set-up. The Products supplied and/or Installed five (5) days after notice. Signify shall resolve Defects so notified within a reasonable period in accordance with section 9.

7. RISK AND TITLE

(a) Risk of damage to or loss of Products will pass to Customer (i) upon delivery by Signify to Customer in accordance with the applicable INCOTERM, or (ii) in the event that Signify Installs Products on-site, at the point of delivery.

(b) Legal title to Products will pass to Customer only when Signify (or its financiers) has received payment for such Products in full and, to the extent permitted by applicable law, Signify received payment in full of all other amounts due by Customer under any other agreement with Signify (or any of its affiliates). Until legal title to Products has passed to Customer, Customer shall: (i) not assimilate; transfer or pledge any of the Products or grant any right or title in the Products to any third party, except in the normal course of business and against payment or security for the Products; (ii) maintain the Products in good order and condition and not modify; alter; or treat the Products in any way that could cause the Products to be rendered unrecognizable as Products owned by Signify. In the event of breach by Customer, Signify may require that Customer return to Signify, at Customer’s cost (including costs for de-installation), all Products in which the title has not yet passed, and Customer shall fully cooperate to enable Signify to collect such Products and grant Signify (or its representative) free access to the premises of the Products, and other equipment supplied and/or used by Signify in the performance of Services.

8. FORCE MAJEURE

Signify will not be liable for any breach resulting from a Force Majeure event. If a Force Majeure event occurs, Signify’s performance will be suspended for the period of such Force Majeure event. “Force Majeure” means any circumstances or occurrences beyond the reasonable control of Signify, whether or not foreseeable at the time of an Agreement, as a result of which Signify cannot reasonably perform its obligations under this Agreement, acts of God, natural catastrophes (including earthquake, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions), strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber-attacks and hacking or non-performance by suppliers of Signify or by other parties on which Signify relies (including connectivity and communication services). In the event that Force Majeure event extends (or is reasonably expected by Signify to extend) for a period of three (3) consecutive months, Signify will be entitled to cancel all or any part of an Agreement without any liability towards Customer.

9. LIMITED WARRANTY AND DISCLAIMER

(a) In most instances, Signify Products are sold subject to an applicable standard limited warranty as published on Signify’s website as the standard warranty applicable for a particular Product (the “Standard Product Warranty”). For any Product that is sold by Signify that is not subject to an applicable Standard Product Warranty, Signify warrants only that for one (1) year from delivery to Customer the Products will be free from Defects. For any Services that are performed by Signify, Signify warrants only that for thirty (30) days from the performance, the Service will be free from Defects (except in respect of Installation where this thirty (30) days warranty period will commence upon acceptance as set out in section 6(c). A “Defect” (or “Defective”) means, in relation to a Product, that a Product has any defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Signify, with consideration given to the overall performance of the Product and, in relation to Services, means that the Service has not been performed in a competent, diligent manner.

(b) Unless otherwise agreed by the Parties, Signify does not provide any warranty for third party products, products not marked with the PHILIPS trademark or with trademarks owned by Signify, nor for third party software, applications or services, or customized Products.

(c) Customer acknowledges that EUAs or Additional Use Terms may limit the warranty period for software (including web or mobile applications).

(d) In order to be entitled to make a valid claim under warranty, Customer shall promptly notify Signify of alleged Defective Products or Defective Services prior to expiration of the warranty period. In the event that Signify decides, in its sole discretion, that a claim under warranty is valid, Signify shall, within a reasonable time, at its own option, repair or offer replacement products for Defective Products or Defective Services; or, at its cost, replace any Defective Products or Defective Services. If despite reasonable efforts of Signify, a Defective Product cannot be repaired, no replacement product can be supplied, or Defective Services cannot be remedied or supplemented, Signify shall make an appropriate refund or credit of monies paid by Customer for those Defective Products or Defective Services. Repairs, replacements or remedies will not extend or renew the applicable warranty period. Customer shall obtain consent from Signify before making any modifications to any Products, Installations, or in connection with any third party or products or services. Subject to the limitations of this Section 9, replacement products supplied by Signify may have minor deviations in design and/or specifications which do not affect the functionality of replaced Product. In respect of any replaced or credited Products, Signify may, in its sole discretion, either claim the property of replaced or credited
11. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

(a) Customer shall promptly notify Signify of any third-party claim alleging that any of the Products and/or Services supplied to Customer by Signify infringes any third party IPR. Upon such notice, Signify may at its own option and at its own expense either: (i) procure for Customer the right to continue using such Product and/or Services; or (ii) provide a replacement non-infringing product for Product and/or Services, in accordance with applicable Signify’s return policies. In the event that Signify decides that a claim under warranty is not valid, Customer will bear the costs incurred by Signify in handling and testing, and the transport of Products returned.

(f) Any indemnification and warranty obligations of Signify under an Agreement are conditional upon: 

(i) Customer’s prompt notice to Signify of any events or conditions of which it has knowledge that could affect the warranty; (ii) the cooperation of Customer in the prosecution of a claim against the manufacturer or supplier; and (iii) the return of the Product to Signify at Customer’s expense. 

12. LIMITATION OF LIABILITY

(a) The liability of Signify and its Affiliates for all claims of any kind arising from or related to the provision of Products or Services to Customer, or otherwise under an Agreement, including any indemnities, penalties or liquidated damage (“CLAIMS”), will be limited to the maximum amount allowed by law, and in no event will exceed: (i) the lesser of either (A) the total price paid by the Customer for Products and/or Services to which such Claims relate, or (B) two million U.S. dollars ($2,000,000), whichever is lower. For Services that are performed on the basis of specified phases, time periods or milestones (“MILESTONES”) and are specified in an Agreement, the Liability Cap will further be limited to twenty percent (20%) of the Total Price Paid by the Customer for Products and/or Services to which such Claims relate, or (ii) two million U.S. dollars ($2,000,000), whichever is lower. For all Claims arising from or related to such Milestone.

(b) Signify shall not under any circumstances be liable for any lost profits, lost savings, loss of data, loss of reputation, loss of goodwill, indirect, incidental, punitive, special or consequential damages, whether or not such damages are based on tort, warranty, contract or otherwise — even if Signify has been advised, or is aware of the possibility of such damages.

(c) In order to be entitled to make a valid Claim, Customer shall notify Signify of such any Claim within thirty (30) days of the date of the event giving rise to the Claim, and any lawsuit relating to a Claim must be filed within one (1) year of the date of such notification. Claims that are not brought or filed in accordance with the preceding sentence will be null and void.

(d) The limitations and exclusions of liability will apply only to the extent permitted by applicable mandatory law.

13. CONFIDENTIALITY

Customer shall maintain any technical, commercial and financial information, including any Offer and/or pricing terms, other data disclosed to Customer by Signify, and any Feedback, confidential and shall not disclose such information to any third party and shall not use any such information for any purpose other than as agreed by the Parties and in relation to the Offer and/or the Agreement.

14. EXPORT/IMPORT CONTROLS

(a) Certain transactions of Signify may be subject to export or import controls laws and regulations that prohibit or restrict the (re)export or transfer of certain items to certain countries, entities or individuals, such as the laws and regulations of the UN, EU and US (“Export Regulations”). The (re)export or transfer of Products and/or Services, as well as technical assistance, training, and other services, including financial assistance, brokering and licensing of technology, are subject in all respects to the applicable Export Regulations and to the jurisdiction of the relevant authorities responsible for Export Regulations. If any such (re-)export or transfer requires an export or import license, or is otherwise prohibited or restricted under Export Regulations, Signify may, in its sole discretion,
discretion, suspend its obligations to Customer until such license is granted or for the duration of any restrictions or prohibitions, or terminate (the relevant part of) the Agreement without incurring any liability.

(b) Customer shall impose all export control restrictions to any third party if the Products and/or Services are (re)exported or transferred to third parties. At the request of Signify and if required by applicable export laws, Customer shall provide prompt and accurate and, upon Customer’s request, shall provide an “End User Certificate” certifying that, to the best of Customer’s knowledge, at the time of delivery, none of the Products in order to comply with Export Regulations and any other regulatory responsibilities governing the sale of the Products, including requirements on the traceability of Products that may apply to Signify. Customer shall not provide any statement or certification in support of restrictive trade practices or boycotts.

15. ASSIGNMENT
(a) Customer may not assign an Agreement, or any of its rights or obligations thereunder, without the prior consent of Signify.

(b) Signify may delegate, assign, sell, novate or subcontract in part or in whole its obligations and rights (including receivables) under any Agreement to any of its affiliates or any third party without the prior consent of Customer – and if such consent would be required under applicable law, such consent is hereby provided --, in which event Customer shall cooperate with Signify’s efforts, including providing relevant information, executing documents and making payments to accounts or third parties as notified by Signify.

16. COMPLIANCE WITH LAWS; ANTI-BRIBERY
(a) Customer shall at all times comply and shall take all actions reasonably necessary to ensure that its business partners shall comply, with all applicable local and international laws and regulations, including on anti-bribery and anti-corruption and the Export Regulations. Accordingly, Customer shall conduct its business honestly and not engage in any act of bribery or corruption.

(b) Should Customer receive any indication or information about a breach of the obligation under (a) Customer shall cooperate and provide Signify with all information required to allow Signify to verify such indications, and if founded, section 18 will apply.

17. HEALTH AND SAFETY
(a) The Parties shall comply with all applicable legislation, rules and/or regulations on the health and safety of employees, as well as health and safety of the public in the vicinity.

(b) Customer shall ensure that its employees, agents, contractors or subcontractors provide safe work surroundings for Personnel and other representatives and shall take those measures prescribed by law and any other measures necessary for the prevention of accidents at the site and to ensure the health and safety of Personnel at the site.

(c) Customer shall ensure that no hazardous materials are present at the site. If hazardous materials are present at the site, Customer shall take all measures to ensure that such materials are properly disposed of or in connection with an Agreement, an Offer or these Terms that cannot be settled through consultation in good faith within thirty (30) days after notice from either Party that a dispute exists, will be brought exclusively in the courts of the State of New Jersey, provided that Signify will always be permitted to bring any action or proceedings against Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

18. BREACH; SUSPENSION; TERMINATION
(a) In the event of: (i) a breach by Customer of any of the provisions of the Agreement or these Terms, including any failure to pay any amount as and when due; or (ii) in the reasonable opinion of Signify, the financial position of the Customer (or a material change thereof) is likely to affect Customer’s ability to perform its obligations under the Agreement; or (iii) any proceedings in insolvency, bankruptcy (including reorganization), liquidation or winding up are instituted by or against Customer, whether filed or instituted by Customer (voluntarily or involuntarily), a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or (iv) Customer ceases, or threatens to cease, to carry on business; or (v) any assignment is made for the benefit of creditors of Customer; or (vi) Customer fails to provide Signify with a bank guarantee or other security to the satisfaction of Signify within fourteen (14) days.

(b) Customer shall indemnify, defend and hold harmless Signify and its affiliates, and their officers, directors, agents, employees, successors, and assigns from and against, all losses (including loss of profits or turnover), liabilities, costs (including legal costs and costs incurred in relation to unfurnished products) and expenses arising out of or in connection with any of the following events: (i) a breach by Customer of any of the provisions or obligations of the Agreement or these Terms, or the occurrence of any of the other events set out in section 18(a); (ii) any claim by third parties for any loss, damage or injury or death caused or alleged to be caused by the negligent use, application, or installation of Products, or caused by any modification of Product or integration of Product into other products not authorized by Signify, by Customer or its contractors, agents, affiliates or customers to whom it sold Product; or (iii) non-compliance by Customer with section 7(b), in which event costs will include the full replacement costs of products, systems or other equipment, and all costs and expenses arising out of or in connection with any Products which (legal) title has not passed to Customer under that Agreement will immediately cease; (ii) Customer shall return, delete (including from all hard disks and memory) and destroy (and a duly appointed officer shall certify to such destruction) all information disclosed under section 13, including software not embedded in Products, and all Term thereof; (iii) return to Signify, at the costs of Customer, any Products of which (legal) title has not passed to Customer (in accordance with section 7) and any other products, systems or equipment supplied and/or used by Signify in the performance of the Services; and (iv) all reasonable costs and expenses incurred by Signify (including a reasonable profit) for any activities related to work performed by Signify prior to such termination will be considered due, payable and non-refundable.

(e) The rights of Signify pursuant to this section 18 will be in addition to any other rights and remedies Signify may have at law or in equity. In the event of termination of an Agreement, the terms and/or the use thereof (“Usage Data”). Signify is entitled to use the Usage Data, free of charge, at any time during the term of an Agreement and afterwards, in its sole discretion for any purposes whatsoever, including to aggregate or compile Usage Data with other data, create IP or derivative works of or modify or adapt Usage Data to provide, maintain, and improve products and services, and to develop new products or features or services. Unless otherwise stated in the Agreement, EULA and/or Additional Use Terms, Consumer acknowledges and agrees that Signify may use any Personal Data and any data that would enable the identification of Customer or company or organization.

21. MISCELLANEOUS
(a) The invalidity or unenforceability of any provision of these Terms or an Agreement will not affect the validity or enforceability of any other provision thereof, all of which will remain in full force and effect. In the event of such finding of invalidity or unenforceability, the Parties shall endeavor to substitute the invalid or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided. At reasonable notice, Customer shall assist Signify in verifying Customer’s compliance with the Agreement.

(b) Any right of Signify set out in these Terms will be without prejudice to any other rights or remedies Signify may have under the Agreement or at law or in equity. Customer acknowledges that Signify, in verifying Customer’s compliance with the Agreement, may collect and use data generated from Products and Services (including any third-party product, service or system provided in conjunction with the Product and/or Service) to maintain, improve and develop products and services, and to develop new products or features or services. Unless otherwise stated in the Agreement, EULA and/or Additional Use Terms, Signify shall ensure that the use of Usage Data will exclude any Personal Data and any data that would enable the identification of Customer or company or organization. (c) Misuse of any Personal Data and any data that would enable the identification of Customer or company or organization.

(d) Prices and terms are subject to correction for typographical or clerical errors.