

## **SCHEDULE "A"**

### **GOODS**

The Goods are to be provided on an as, if and when requested basis and no commitments or guarantees are made with respect to the number or value of Draw Downs that may be requested from the Offeror over the Effective Period.

#### **1.1 Goods**

See Schedule "B" Pricing for list of LED street light luminaire products available through this CSA. Purchasers may also purchase related equipment through the CSAs, e.g. external house-side shields, custom powder coat colours.

#### **1.2 Effective Period**

The Effective Period will be 3 years with options to renew, at the sole discretion of the Province, for two additional one-year periods, unless sooner withdrawn in accordance with the terms and conditions of the CSA.

#### **1.3 Delivery**

The Offeror agrees to coordinate delivery with the Purchaser's lighting installation representative.

Delivery lead time will not exceed 6 weeks from the date of order for individual orders of up to 5,000 lights, unless an arrangement has been reached with the Purchaser for partial shipments. Delivery lead time may be negotiated with Purchaser on a case by case basis for larger orders. In either case, a liquidated damages cost of \$100 plus \$1.00 per luminaire per day may be applied for deliveries which are not received in accordance with the agreed upon schedule, to address installation delays.

#### **1.4 Payment and Invoicing**

Purchasers will issue a Draw Down. Offerors will provide an itemized invoice for Purchaser review and approval. Approval and payment will be made by the Purchaser. The order will be shipped to a single delivery point.

The Offeror will clearly reference the CSA# on all invoices.

#### **1.5 Confidentiality and Publicity**

Other than for acquisition of licenses and permits required by the Offeror to perform the work, neither the Offeror nor anyone on the Offeror's behalf will, without the Purchaser's prior written approval, communicate with any government or regulatory authority or with the news media with respect to any aspect whatsoever of the work except as may be a legal requirement.

Offerors will not publish any material relating to any sale through the CSA without prior consent of the Purchaser.

#### **1.6 Warranties**

A warranty is required for the Goods and will be included in the Contract. The warranty will include, but is not limited to, the following:

- a. Full replacement of Goods due to any failure. The inability for a luminaire to operate within specifications is also considered a failure;
- b. Replacement of defective Goods for a minimum of 10 years from date of receipt. No pro-rated warranties will be accepted;
- c. Replacement Goods will be supplied within 30 days of notification. The defective Goods will be made available to the Offeror by the Purchaser. All packaging, shipping costs and arrangements will be borne by the Offeror. The Purchaser will remove the defective luminaire(s) and re-install the replacement luminaire(s) at their own expense; and

- d. In the event of a catastrophic failure the Offeror will be responsible for the full replacement of the Goods, shipping costs and all labour for removal and installation of luminaires. Catastrophic failures are failures of a similar nature that occur to 2 percent or more of the luminaires within the first year of operation.

See attached Warranty certificate.

### **1.7 Defective Goods**

- a. Goods found to be defective will be quarantined on location and the Offeror's representative called in to confirm. Once the Offeror has been notified of the quarantine, all shipments of Goods under the Draw Down, potentially affected by the defect, will cease until the cause of the defect has been remedied.
- b. Quarantined Goods will be fully inspected and defective Goods returned at no cost to the Purchaser.
- c. Defective Goods procedure: Contact representative through contact information on CSA web page. Reference a Draw Down (purchase order) number. Fill out our Warranty Claim Documents, email with photo of the defective luminaire. EECOL will reply with RGA if necessary or will reorder luminaire to customer referenced Draw Down form number.

Offeror's courier:

- ACI or Y2K for Vancouver/Fraser Valley
- Vitran/Overland/City Transfer for outside of local area
- EECOL will use our volume with these carriers to obtain the best rates possible
- ACCOUNT NUMBERS WILL BE GIVEN OUT AT TIME OF ORDER/RETURNS.

### **1.8 Packaging**

Luminaires will be boxed and packaged to prevent damage during shipping. Luminaire information and attributes will be listed on exterior of box or duplicate bar code will be provided so exact luminaire can be easily identified and installed in the proper location. Large orders will be attached to pallets for easy off-loading.

### **1.9 Asset Tracking**

In order to track luminaires through supply, installation and maintenance, Offerors will label each luminaire with a unique bar code. Purchasers will provide data specific to their requirements (e.g. location); Offerors should provide data including:

- Manufacturer and model number
- Date of manufacture
- Colour temperature
- Driver current
- Wattage

### **1.10 Refresh**

The Offeror may be invited to refresh their current list of Goods with new luminaires or luminaire versions during the Effective Period of this CSA. New luminaires or luminaire versions will be evaluated and the Offeror will be notified if the new luminaire or luminaire versions will be added to the CSA.



**STATEMENT OF LIMITED WARRANTY  
FOR ACUITY BRANDS LIGHTING, INC.  
LED COMMERCIAL OUTDOOR PRODUCTS  
FOR: BC Hydro  
QUOTE NO.: 3010-14-10211-0  
3/24/2014**

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its commercial outdoor light emitting diode (LED) fixtures, including the LED arrays and the LED drivers and integral control devices ("Products(s)"), to be free from defect in material and workmanship (the "General Warranty") for a period of ten (10) years from the date of shipment from Acuity's facilities. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate, and the painted finish of the LED Luminaire(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling (the "Painted Finish Warranty"). The painted finish is not warranted against fading or chalking, as LED Luminaire(s) may naturally fade or chalk over time due to normal aging.

Acuity Controls, PowerSentry®, stand alone Acuity Emergency Product(s) (e.g.: exit combo, emergency unit, emergency remote) and emergency batteries, lamps, and poles are excluded from the General Warranty. Acuity Controls, PowerSentry®, stand alone Acuity Emergency Products and emergency batteries, Acculamp® brand lamps, and poles are warranted separately; and the terms of such warranties are located at [www.acuitybrands.com/CustomerResources/Terms\\_and\\_conditions.aspx](http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx). Manufacturers of lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver Label. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. Acuity supplied Product(s) are not to be used in excess of an average of 12 hours per day; usage in excess of these operational parameters will void this Warranty.

If Acuity determines, at its sole discretion, the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

**THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.**

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.



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IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.