

## **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years with options to renew, at the sole discretion of the Province, for two additional one-year periods, unless sooner withdrawn in accordance with the terms and conditions of the CSA.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. It is expected that 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 for complete details.

### **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.

### **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.

Date: February 2, 2015

From: Eaton's Cooper Lighting Business

Subject: Limited Extended Warranty – Outdoor Products

Project Name: **BC Procurement Services – Corporate Supply Arrangement CS-000715**

Order Number: TBD

The following amendment may be added to our Standard Terms and Conditions of Sale on orders placed against the project and/or order number above, for the exclusive use as specified at said project. This amendment is not transferable to any other party, quote or order.

## **BEGIN AMENDMENT**

The following products:

<b>CATALOG NUMBER</b>	<b>QTY</b>
Navion LED Roadway Luminaire	TBD
Verdeon LED Roadway Luminaire	TBD

Are covered under Eaton's Cooper Lighting standard warranty with the following amendment(s):

Subject to all of the limitations set forth in Eaton's Cooper Lighting's Terms and Conditions of Sale, for Eaton's Cooper Lighting Light Emitting Diode (LED) luminaires only, Cooper Lighting warrants to the original purchaser finish for a period of 10 years from the date of shipment. Eaton's Cooper Lighting will, at its sole option, repair or replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the warranty period. During the warranty period some fading, staining or chalking may occur. This is normal aging for the finish used, and is not a manufacturing defect, and is not covered under this warranty.

Subject to all of the limitations set forth in Eaton's Cooper Lighting's Terms and Conditions of Sale, for Eaton's Cooper Lighting Light Emitting Diode (LED) luminaires only, Cooper Lighting warrants to the original purchaser that the factory-installed electrical system will be free from defects in material and workmanship for 10 years from the date of shipment. Notwithstanding anything to the contrary in this limited warranty document, a LED luminaire shall not be deemed defective unless ten percent (10%) or more of the individual LEDs (light sources) within the luminaire fail to illuminate.

In the event of a catastrophic failure, Eaton's Cooper Lighting shall be responsible for the full replacement of defective product, and all labour for the removal and installation of said product. Catastrophic failures are failures of a similar nature that occur to two percent (2%) or more of the luminaires within the first year of operation. Eaton's Cooper Lighting reserves the right to examine all failed products to determine the cause of the failure, and reserves the right to be the sole judge as to whether any product or components are deemed defective as described herein. In the event of a catastrophic failure, Eaton's Cooper Lighting reserves the right to review, discuss and approve the labour charges for the removal and installation of product.

This warranty applies only to products that have been properly stored, installed, maintained, and operated with the specified electrical values; and operate within the specified ambient temperatures. The warranties are VOID if the Purchaser fails to comply with any applicable instructions or recommendations set forth by Eaton's Cooper Lighting; if components are replaced with components not recommended by Eaton's Cooper Lighting, and in the event of failure due to abnormal site conditions. These abnormal site conditions include, but are not limited to, under/over voltage, under/over current, excessive switching and excessive ambient temperatures.

Eaton's Cooper Lighting shall not be responsible for any failures as a result of external causes, including but not limited to acts of God, improper or unauthorized use, or use in violation of any applicable standard, code or instruction for use in installations including those contained in the latest National Electrical Code (NEC), Canadian Standards Association (CSA), American National Standards Institute (ANSI), Underwriters Laboratory (UL); or any cause other than a defect in the material or workmanship of the product itself.

### **END AMENDMENT**

Warranty replacement may be obtained for defective components by contacting Eaton's Cooper Lighting during the valid warranty period. Upon receipt and verification of the claimed defect, Eaton's Cooper Lighting will direct the warranty replacement procedure to the material owner (warranty parts will not be sent to the contractor, construction firm or any other party to the sale of the quoted merchandise).

# Canadian Terms and Conditions

## Freight Terms:

Freight will be pre-paid on each order or partial release totaling \$1500 or more.

Orders not qualified for pre-paid freight will be shipped with transportation charges added to the invoice.

All shipments will be made via carrier selected by shipper.

Unless otherwise noted, sales of Cooper Lighting Products will be F.O.B. factory. Title to all products shall pass from Cooper Lighting to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. When shipments of Cooper Lighting products are to be made via company truck, title to the products shall pass to our customers at time of delivery to the final destination or to the forwarding carrier. Consignee must make all claims for loss or damage in transit to carrier within 30 days.

## Payment Terms:

### I/O Lighting Only:

50% down, 50% net 30. Upon receipt of an order, an invoice for 50% of the value will be issued to the distributor. Orders will be released for production upon receipt of down payment.

### Halo Recessed and Trac Products Only:

2% - 10th month following, net 25<sup>th</sup>

### All Other Cooper Lighting Products:

1% - 10th month following, net 25th

### Net 30 Days on Utility Sales

Dates are from date of invoice. Invoices are mailed within one (1) day of shipment.

## Date of Shipment:

Shipping dates are approximate and are based on conditions existing at the time of Cooper Lighting's receipt of customer's firm order and full information. Cooper Lighting will in good faith endeavor to ship by the estimate shipping date but it shall not be responsible for any delay or any damage arising there from. It is agreed that time is not of the essence.

## Merchandise and Claims Terms:

No merchandise may be returned without prior written authorization. This written authorization will be issued at the discretion of Cooper Lighting and must be requested by the customer within 90 days of the original shipment date. Non-defective materials must be in sealed original carton.

All returns will be subject to a minimum 25% handling and factory inspection charge, except on products considered by the manufacturer to be defective in workmanship and materials. Minimum value for return authorization is \$250.

Custom made equipment and "specials" may not be returned except for defects proven to be the manufacturer's responsibility.

## Order Cancellation Terms:

Cancellation of orders will be accepted only if made in writing and received prior to shipment of order. Verbal order cancellations will not be accepted.

Custom made equipment and "specials" may not be cancelled after Release of Order.

## Minimum Order Value:

There is a minimum order value of \$300.00.

## Pricing:

Prices are subject to change without notice. Merchandise will be shipped at prices prevailing at time of shipment.

## Conditions of Sale:

### General:

Acceptance of any proposal submitted to Cooper lighting, Division of Cooper Industries for the sale of merchandise and acceptance by the buyer of any order it submits for such merchandise is expressly limited to the terms and conditions set forth herein. In the event of any conflict between the General Terms and Conditions of Sale of Cooper Lighting, and their terms and conditions contained in the customers order of response to quotation, the General Terms and Conditions of Sale of, Cooper Lighting shall prevail unless such variance is assented to in writing and signed by an authorized representative of Cooper Lighting. The customer will be deemed to have assented to the General Terms and Conditions of Sale set forth herein upon ordering merchandise quoted by Cooper Lighting.

## Warranty and Obligations:

(i) Cooper Lighting warrants to the Purchaser for resale only that its products are free from defective materials and workmanship. Cooper Industries, Cooper Lighting's obligation is expressly limited to repair or replacement, at its option without charge, at Cooper Lighting's factory within a period of one year from the date of shipment and only after prior written return authorization has been granted.

This warranty does not apply to Cooper products which have been altered or repaired outside of Cooper's factory, or have been subject to neglect, abuse misuse or accident (including shipping damages). THIS WARRANTY SHALL ALSO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY COOPER WHICH HAVE BEEN INSTALLED AND USED IN CONJUNCTION WITH COOPER PRODUCTS.

This warranty is in lieu of all other warranties, expressed or implied, and excludes any implied warranty of merchantability. There are no warranties, which extend beyond the description of the product on the Company's literature setting forth the conditions of sale.

(ii) Cooper Lighting shall repair or replace the product or refund the purchase price at its option, upon notification and confirmation by its local representative of the defect. The obligation of Cooper Lighting under this warranty and buyer's remedy is expressly limited to repair or replacement of the defective product whether the claim is made in tort or in contract; including claims based on warranty, negligence, strict liability, fraud, misrepresentation or otherwise.

Cooper Lighting shall not be responsible for material, labor or freight costs incurred in connection with the installation, removal or replacement of any products. In no event shall Cooper Lighting be liable for special, indirect, incidental or consequential damages (regardless of the form of action) whether in contract, strict liability or in tort, involving negligence) nor for lost profit.

(iii) Cooper Lighting does not accept any responsibility for failure, of any of the goods delivered hereunder to meet the standards imposed under the Occupational Safety Health Act 1970 as said standards now exists or as they may be hereinafter set or amended.

Management further reserves the right under special conditions to replace or repair defective products at their own discretion.

## ALL TAXES EXTRA.