

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with options to renew, at the sole discretion of the Province, for two additional one-year periods, unless sooner withdrawn in accordance with the terms and conditions of the CSA.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

GE Lighting Solutions can offer the 10 days lead time plus shipping for orders up to 500 units and 4 weeks for orders up to 1500 units.

#### **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.



## **Evolve LED ERL & ERS Roadway Luminaires Ten Year LIMITED WARRANTY for the Province of British Columbia**

### **1. Limited Warranty:**

- a. GE Lighting Solutions, Inc. ("Manufacturer") warrants to that the Evolve LED ERL & ERS Light fixture (the "Product") will be free from defects in material and workmanship and conform to Manufacturer's submitted specifications.
- b. The warranty period is ten (10) years measured from the later of (a) the date of manufacture as identified by the date code on the Product, (b) the date that the Product is received by Purchaser if Purchaser can substantiate the Manufacturer's date of receipt.
- c. In the event of a catastrophic failure, Manufacturer shall be responsible for the full replacement of the luminaires, and all labor for the removal and installation of luminaires. Catastrophic failures are failures, of a similar nature, that occur to two (2%) percent or more of the luminaires within the first year of operation. In the event of a catastrophic failure, Manufacturer reserves the right to review, discuss and approve the labour charges for the removal and installation of luminaires.

### **2. Terms And Conditions:**

- a. This warranty applies only to Products that have been properly stored, installed, and maintained; operated within the specified electrical values (+/- 10%); and operated in environmental conditions (temperature) within the normal specified operating range of the system. The warranties are VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of Manufacturer; if any LED light components are replaced with components of other manufacturers, and in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions, and operation at an ambient temperature higher than the normal specified operating range of the system. Manufacturer shall not be responsible for any failure of its products that result from external causes, including but not limited to acts of God; power surges that exceed product specification; improper power supply; fault or negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); or any cause other than a defect in the material or workmanship of the Product itself.
- b. Notwithstanding anything to the contrary in this limited warranty document, an LED module of a Product unit shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the individual module do not light.



**3. Remedy:**

- a. If any individual Product unit fails to meet the warranties described in the first sentence of paragraph 1 above, then Manufacturer shall correct such failure either by, at its option, (i) repairing any defective or damaged units or part or parts of the Products, or (ii) making available, F.O.B. Manufacturer's plant, any necessary replacement or repaired or replacement parts.

**4. To Make a Warranty Claim:**

- a. No products may be returned until Purchaser has contacted Manufacturer and received a Return Material Authorization ("RMA"). To make a warranty claim, retain the failed products and notify a GE Lighting Systems, Inc. customer service manager within thirty (30) days of the failure. After contacting and receiving an RMA number from Manufacturer, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product or part. The Product or part must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this warranty.
- b. Manufacturer reserves the right to examine all failed Products to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any Product or components are defective and covered under this warranty.

**5. Limits Of Liability:**

- a. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. The provisions of this document constitute Manufacturer's sole warranties and Purchaser's sole and exclusive remedy for failure of Manufacturer's products to conform to the warranties specified above.
- b. The total liability of Manufacturer on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of, connected with, or from Manufacturer's performance or breach of this warranty or from the manufacture, sale, delivery, resale, repair, replacement or use of any Product, or the furnishing of any service, shall in no event exceed the price allocable to the specific Product which gives rise to the claim; and any and all such liability shall terminate upon the expiration of Manufacturer's applicable warranty period specified in section (a) above. If Manufacturer furnishes advice or other assistance which concerns any product, or any system or equipment in which any such product may be installed, the furnishing of such advice or assistance shall not subject Manufacturer to any liability, whether in contract, warranty, tort (including negligence) or otherwise. IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL MANUFACTURER BE LIABLE FOR LABOR CHARGES, LOSS OF PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS SERVICES OR PRODUCTS, COST OF PURCHASED OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PRODUCTS OR ANY RELATED EQUIPMENT, SYSTEM OR FACILITY, OR FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE.