

## **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years with options to renew, at the sole discretion of the Province, for two additional one-year periods, unless sooner withdrawn in accordance with the terms and conditions of the CSA.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 per order 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.
- c. Should a Purchaser have a failure in the field, LRL will work in conjunction with its representative and the Purchaser, and assist in the supply of a replacement component. LRL will also provide an RMA#, and failure analysis to the Purchaser.
- d. LRL utilizes Purolator for QTY 1-3 luminaires, and Day and Ross for QTY 3+.

### **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.

# LIMITED WARRANTY: NXT™ SERIES FIXTURES

LED Roadway Lighting Ltd. (“LRL”) warrants to the original purchaser (the “Purchaser”) of the lighting product covered by this limited warranty (the “Product”) that the Product is free from defects in materials and workmanship for a period of ten (10) years from the date of original purchase when operating an average of twelve (12) hours per day. This limited warranty may be transferred by authorized LRL distributors to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Whether or not a Product is defective shall be determined by LRL, in its sole discretion, having regard to the overall performance of the Product. For greater certainty, a Product shall not be considered defective solely because individual LED components fail to emit light if the number of inoperable LED components is less than ten percent (10%) of the total number of LED components in the Product.

If a Product is returned by the Purchaser to LRL in accordance with LRL’s terms and conditions of sale, and is subsequently determined by LRL to be defective, then LRL will, at its option, repair or replace the Product or any non-conforming part thereof. In the event that LRL repairs or replaces a Product or any non-conforming part thereof, LRL shall not be responsible for any removal or reinstallation costs or expenses (including field labour costs), service charges, transportation and/or shipment costs, or any other indirect costs or expenses.

This limited warranty does not apply to any Product that has not been properly stored or maintained, or that has not been installed or operated in accordance with LRL’s instructions and guidelines for the Product. This limited warranty does not cover damage to, or non-performance of, any Product caused either directly or indirectly by misuse, abuse, accidents, negligence, mishandling, improper storage, improper installation, vandalism, unusual or abnormal environmental conditions (such as hail, lightning, severe storms (including hurricanes), acid rain, tree sap, water immersion or airborne toxins), the unauthorized repair, modification or alteration of the Product, or abnormal fluctuations in electrical power (including, without limitation, supply spikes, over-voltage, under-voltage or ripple current control systems). THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

LRL reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or components in the repair or replacement of any Product covered by this limited warranty. Such products and components will be comparable in function and performance to the original Product or com-

ponents, as determined by LRL in its sole discretion, and shall be warranted for the remainder of the original warranty period.

In order for a claim under this limited warranty to be valid, the Purchaser must notify LRL in writing within sixty (60) days of discovery of the defect. LRL, upon receiving such notice, may require the Purchaser to promptly return the Product to LRL or its authorized representative, freight prepaid. Any claim under this limited warranty should be addressed to LED Roadway Lighting Ltd., 21 Tantramar Crescent, Amherst, Nova Scotia, Canada B4H 4S8.

This limited warranty applies only to specified LED fixtures. Warranties applicable to controls, sensors, photocells and other fixture accessories, if any, must be obtained from LRL separately.

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The limited warranties contained herein cover defects in materials and workmanship only and the Purchaser’s exclusive remedy, and LRL’s sole liability, for any defect in any Product shall be those explicitly set forth herein. For greater certainty, under no circumstances shall LRL be liable, whether in tort, as a result of breach of contract or warranty, by operation of law or otherwise, for any indirect, consequential, incidental, special, punitive or exemplary damages including, without limitation, loss of profits or revenues, loss or temporary suspension of use of the Product or any associated goods or services, any damage to any related equipment or property, or any claims instituted by or on behalf of the Purchaser’s customers.

The total liability of LRL under any and all claims of any kind whatsoever arising out of or in connection with this limited warranty, or from the Product to which this limited warranty applies, shall in no event exceed the purchase price of the Product which gives rise to the claim.

This limited warranty is effective for purchases of Product on or after the effective date set forth below. LRL reserves the right to modify this limited warranty from time to time and any modifications shall be effective for all orders placed with LRL on or after the effective date of such revised limited warranty.

**Effective Date: May 27, 2013**



# OEM POWER SUPPLY: LIMITED WARRANTY

This limited warranty applies to power supplies (drivers), manufactured by LED Roadway Lighting Ltd. ("LRL") for use in NXT and Satellite series fixtures.

LRL warrants to the original purchaser (the "**Purchaser**") of the product covered by this limited warranty (the "**Product**") that the Product is free from defects in materials and workmanship for a period of ten (10) years from the date of original purchase when operating an average of twelve (12) hours per day. This limited warranty may be transferred by authorized LRL distributors to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Whether or not a Product is defective shall be determined by LRL, in its sole discretion, having regard to the overall performance of the Product.

If a Product is returned by the Purchaser to LRL in accordance with LRL's terms and conditions of sale, and is subsequently determined by LRL to be defective, then LRL will, at its option, repair or replace the Product or any non-conforming part thereof. In the event that LRL repairs or replaces a Product or any nonconforming part thereof, LRL shall not be responsible for any removal or reinstallation costs or expenses (including field labour costs), service charges, transportation and/or shipment costs, or any other indirect costs or expenses.

This limited warranty does not apply to any Product that has not been properly stored or maintained, or that has not been installed or operated in accordance with LRL's instructions and guidelines for the Product. This limited warranty does not cover damage to, or non-performance of, any Product caused either directly or indirectly by misuse, abuse, accidents, negligence, mishandling, improper storage, improper installation, vandalism, unusual or abnormal environmental conditions (such as hail, lightning, severe storms (including hurricanes), , water immersion), the unauthorized repair, modification or alteration of the Product, or abnormal fluctuations in electrical power (including, without limitation, supply spikes, over-voltage, under-voltage or ripple current control systems).

**THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

In order for a claim under this limited warranty to be valid, the Purchaser must notify LRL in writing within sixty (60) days of

discovery of the defect. LRL, upon receiving such notice, may require the Purchaser to promptly return the Product to LRL or its authorized representative, freight prepaid. Any claim under this limited warranty should be addressed to LED Roadway Lighting Ltd., 21 Tantramar Crescent, Amherst, Nova Scotia, Canada B4H 4S8.

This limited warranty applies only to power supplies (drivers) manufactured by LRL for use in NXT or Satellite series fixtures. Warranties applicable to controls, sensors, photocells and other fixture accessories, if any, must be obtained from LRL separately.

**THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

The limited warranties contained herein cover defects in materials and workmanship only and the Purchaser's exclusive remedy, and LRL's sole liability, for any defect in any Product shall be those explicitly set forth herein. For greater certainty, under no circumstances shall LRL be liable, whether in tort, as a result of breach of contract or warranty, by operation of law or otherwise, for any indirect, consequential, incidental, special, punitive or exemplary damages including, without limitation, loss of profits or revenues, loss or temporary suspension of use of the Product or any associated goods or services, any damage to any related equipment or property, or any claims instituted by or on behalf of the Purchaser's customers.

The total liability of LRL under any and all claims of any kind whatsoever arising out of or in connection with this limited warranty, or from the Product to which this limited warranty applies, shall in no event exceed the purchase price of the Product which gives rise to the claim.

This limited warranty is effective for purchases of Product on or after the effective date set forth below. LRL reserves the right to modify this limited warranty from time to time and any modifications shall be effective for all orders placed with LRL on or after the effective date of such revised limited warranty.

**EFFECTIVE DATE: OCTOBER 1, 2013**

