

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with options to renew, at the sole discretion of the Province, for two additional one-year periods, unless sooner withdrawn in accordance with the terms and conditions of the CSA.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



## RoadView LED Lighting Product Limited Warranty

This limited warranty is provided by the Philips Lighting company indicated as Seller on the invoice provided to the original purchaser ("Purchaser") of the **RoadView LED Lighting Product** ("Product"). To the extent that an authorized Philips distributor is the Purchaser of the Product, such distributor may transfer this limited warranty to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product will be free of defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation published for or provided with the Product (the "Specifications"). Notwithstanding the foregoing, a Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product. Seller also warrants that the finish for the Product will be free of cracking, peeling, excessive fading, and corrosion defects. This limited warranty is valid for a period of **TEN (10) YEARS** from date of original Purchaser's purchase (the invoice date); provided, however, for Products containing custom colors the limited warranty regarding the finish will only be valid for a period of one (1) year from date of original Purchaser's purchase (the invoice date).

If any Product covered by this limited warranty is returned by Purchaser in accordance with Seller's Terms and Conditions posted on Seller's web site at <http://www.lightingproducts.philips.com> within the limited warranty period, and Seller determines to its satisfaction that such Product failed to satisfy this limited warranty, Seller will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price, subject to the limited warranty terms and conditions set forth herein. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses. If Seller chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Seller may replace it with a comparable product.

This limited warranty only applies when the product has been properly handled, stored, transported, wired, installed and operated within the electrical values, operating range and environmental conditions provided in the Specifications. This limited warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, power surges, corrosive environments (for Product, not for finish), neglect, or any use or installation in violation of the instructions or restrictions prescribed by Seller or any applicable standard or code, including those contained in the latest National Electrical Code, or, in Canada, the Canadian Electrical Code. This limited warranty shall become void in the event any repairs or alterations not authorized by Seller in writing are made to the Product by any person. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

This limited warranty only applies to specified LED fixtures. Poles, backup batteries, controls, occupancy sensors, photocells and other fixture accessories are excluded from this warranty but may be covered by separate warranties from their respective manufacturers. Philips sells these items "as is" and accepts no responsibility or liability whatsoever.

THIS LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY GIVEN BY THE SELLER WITH RESPECT TO THE PRODUCTS AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN.

UNDER NO CIRCUMSTANCES SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL.

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

**Effective Date: February 20, 2014**

20140220-R1.0



## StreetView LED Lighting Product Limited Warranty

This limited warranty is provided by the Philips Lighting company indicated as Seller on the invoice provided to the original purchaser ("Purchaser") of the **StreetView LED Lighting Product** ("Product"). This limited warranty may be transferred by authorized Philips distributors to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product will be free of defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in the documentation published for or provided with the Product (the "Specifications"). Notwithstanding the foregoing, a Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product. Seller also warrants that the finish for the Product will be free of cracking, peeling, excessive fading, and corrosion defects. This limited warranty is valid for a period of **TEN (10) YEARS (ONE (1) YEAR FOR CUSTOM COLORS)** from date of original Purchaser's purchase (the invoice date).

If any Product covered by this warranty is returned by Purchaser in accordance with Seller's Terms and Conditions posted on Seller's web site at <http://www.lumec.com/> within the warranty period, and Seller determines to its satisfaction that such Product failed to satisfy this warranty, Seller will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price, subject to the limited warranty terms and conditions set forth below. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses. If Seller chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Seller may replace it with a comparable product.

This limited warranty only applies when the product has been properly handled, stored, transported, wired, installed and operated within the electrical values, operating range and environmental conditions provided in the Specifications. This warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, powers surges, corrosive environments (for Product, not for finish), neglect, or any use or installation in violation of the instructions or restrictions prescribed by Seller or any applicable standard or code, including those contained in the latest National Electrical Code, or, in Canada, the Canadian Standards Association. This Warranty shall become void in the event any repairs or alterations not authorized by Seller in writing are made to the Product by any person. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

This limited warranty only applies to specified LED fixtures. Any warranties applicable to poles, backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at <http://www.lumec.com/>.

**THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY THE SELLER WITH RESPECT TO THE PRODUCTS AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN.**

**UNDER NO CIRCUMSTANCES SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL.**

This warranty is in consideration of and is subject to the conditions set forth herein and is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

**Effective Date: February 21, 2013**

20130221-R1.0

## Limited Warranty: **Outdoor** Professional Luminaires

Philips Lighting North America Corporation (“**Philips**”) warrants to the original purchaser (“**Purchaser**”) that the Philips branded outdoor professional luminaires identified on Schedule 1 (“**Products**”) will be free from defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in documentation published for or provided with the Product (“**Specifications**”) for the applicable period and subject to the additional terms and conditions set forth on Schedule 1 from the date of purchase (as set forth in the applicable invoice) (“**Warranty Period**”). Unless otherwise noted on Schedule 1, Philips warrants that any standard finish on a Product will be free of cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. To the extent that an authorized Philips distributor is the Purchaser of the Products, such distributor may transfer this limited warranty to subsequent purchasers of the Products, provided that such Products are resold in new condition and in their original packaging. For LED Products, the Product shall be considered defective only if 10% or more of the LED components fail for such Product.

Photocells (standard issue NEMA and button type), occupancy sensors, low voltage indicators, fuses, surge suppressors and other third party accessories that are not manufactured by Philips are excluded from this warranty, but may be covered by a third party manufacturer. Such third party manufacturer shall be solely responsible for the costs related to any claims associated with any such accessories. Extended life photocells carry a 10-year limited warranty from the third party manufacturer. Emergency battery packs and polycarbonate lenses (used on vandal resistant products or as vandal resistant covers or options) have a Warranty Period of 1 year.

If any Product covered by this limited warranty is returned by Purchaser in accordance with Philip’s Terms and Conditions of Sale (available at [www.philips.com/termsandconditionsprofessional](http://www.philips.com/termsandconditionsprofessional)) within the Warranty Period, and Philips determines to its satisfaction that such Product failed to satisfy this warranty, Philips will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price, subject to the terms and conditions set forth herein. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Philips. If Philips chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Philips may replace it with a comparable product. Philips reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this limited warranty.

This limited warranty is subject to the following additional conditions:

- The Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications.
- A Philips representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers’ representatives to evaluate the lighting system components.
- The Product has been purchased directly from an authorized Philips distributor/dealer for use in regions that are within the jurisdiction of the United States or Canada.
- Purchase receipt for the Product is available for inspection by Philips.

This limited warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, improper power supply, powers surges or fluctuations, corrosive environments, neglect, exposure or any use or installation in violation of the instructions or restrictions prescribed by Philips or any applicable standard or code, including those contained in the latest National Electrical Code, Standards for Safety of Underwriters Laboratory, Inc. (UL), the American National Standards Institute (ANSI), or, in Canada, the Canadian Standards Association (CSA). No agent, distributor or dealer is authorized to change, modify or extend the terms of this limited warranty on behalf of Philips. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY PHILIPS IN WRITING.**

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY PHILIPS WITH RESPECT TO THE PRODUCTS AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL PHILIPS' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL PHILIPS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES**

RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL EVEN IF PHILIPS WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Special conditions related to all solar Products:

- The Warranty Period for batteries, pole/finish and solar panel racking is 1 year.
- Batteries are fully charged when shipped to the Purchaser or installation site. The batteries must be installed and operational no later than 2 months from the day of shipment. If stored beyond such time period, the Purchaser is responsible for recharging the batteries according to battery manufacturer's instructions at 2 months and every two month thereafter. This limited warranty does not cover batteries if: (i) program has been altered without Philips' authorization, (ii) systems that have not been designed or sized according to Philips standard design practices, or (iii) systems where Philips has conveyed as per specific sales orders, that battery life and other components will be less than the Warranty Period.
- Improper installation includes but is not limited to improper placement, orientation, tilt and/or shading conditions not considered in the energy profile and design conditions.

This limited warranty is effective for the purchases of the Product on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Philips reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.









# PHILIPS

## Limited Warranty: Outdoor Professional Luminaires




### Schedule 1

#### OUTDOOR PROFESSIONAL LUMINAIRES (EXCLUDING POLES AND BRACKETS)

All Philips outdoor professional luminaires not otherwise described below shall have a warranty period of 1 year

Philips Brand	LED	Non-LED	Special Conditions
	5 years	1 year	<p><u>Standard finishes:</u> 5 year warranty on finish for LED products and 1 year warranty on all other products.</p> <p><u>Custom finishes:</u> 1 year warranty on the finish on all products.</p> <p>Optical color filters made from glass or polymeric materials such as acrylic, polyester or polycarbonate have a Warranty Period of 1 year from the date of original shipment. Color fading of the lens material of any kind is not covered under this limited warranty.</p>
	5 years	5 years	<p><u>Standard finishes:</u> 5 year warranty on finish.</p> <p><u>Custom finishes:</u> 1 year warranty on finish.</p> <p>Optical color filters made from glass or polymeric materials such as acrylic, polyester or polycarbonate have a Warranty Period of 1 year from the date of original shipment. Color fading of the lens material of any kind is not covered under this limited warranty.</p>
<p>Urban</p>  	5 years	3 years	<p><u>Standard finishes:</u> 5 year warranty on finish.</p> <p><u>Custom finishes:</u> 1 year warranty on finish.</p>
<p>Landscape and Residential</p> 	5 years	3 years	<p><u>Landscape Products:</u> Warranty Period for all grade mounted composite luminaires, copper luminaires and transformers is 10 years. Lifetime warranty for all cast bronze and stainless steel housing.</p> <p><u>Residential Products:</u> Lifetime warranty offered to all original Purchasers on residential lighting fixtures and posts.</p>
<p>Roadway</p> 	10 years	3 years	<p><u>Standard finishes:</u> 10 year warranty on the finish for LED products and 5 year warranty on the finish for all other products.</p> <p><u>Custom finishes:</u> 1 year warranty on finish.</p>

#### POLES AND BRACKETS

Philips Brand	Aluminum	Steel	Special Conditions
  	3 years	1 year	<p><u>Standard finishes on aluminum:</u> 5 year warranty on finish.</p> <p><u>Custom finishes on aluminum:</u> 1 year warranty on finish.</p> <p><u>Standard finishes on steel:</u> 1 year warranty on finish.</p> <p><u>Custom finishes on steel:</u> 1 year warranty on finish.</p> <p>High Mast poles and raising/lowering devices have a 1 year Warranty Period.</p>

