

## **APPENDIX 1 – WARRANTY CERTIFICATE**

A warranty is required for the Goods and will be included in the Contract. The warranty will include at a minimum, 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 Contractor by the Purchaser. All packaging, shipping costs and arrangements will be borne by the Contractor. The Purchaser will remove the defective luminaire(s) and re-install the replacement luminaire(s) at their own expense;
- d. In the event of a catastrophic failure the Contractor 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;
- e. Correlated Colour Temperature (CCT) which falls outside an operational tolerance of a +/- 300 Kelvin shall be classed as defective goods and shall be repaired or replaced by the Contractor. This tolerance shall be above and beyond the manufacturing tolerance (e.g. a luminaire with 4000K would have to be over 4600K or under 3400K to be classed as defective product).

If any term or condition within the attached Warranty Certificate contradicts any of items a. through e. above, the items above will prevail and be honoured by the Contractor.

The Warranty Certificate is provided by way of a separate attachment to this CSA.



**"Appendix 1 - Warranty Certificate"  
to CSA #CS-001004**

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

Signify North America Corporation ("Signify") warrants to the original purchaser ("Purchaser") that the Signify 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, Signify 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 Signify 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 Signify 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 Signify Terms and Conditions of Sale (available at [www.Signify.com/warranties](http://www.Signify.com/warranties)) within the Warranty Period, and Signify determines to its satisfaction that such Product failed to satisfy this warranty, Signify 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 Signify. If Signify chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Signify may replace it with a comparable product. Signify 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.

# Warranty Outdoor Professional Luminaires

This limited warranty is subject to these additional conditions:

- The Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications.
- A Signify 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 Signify 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 Signify.

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, power surges or fluctuations, corrosive environments, neglect, exposure or any use or installation in violation of the instructions or restrictions prescribed by Signify 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 Signify. 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 SIGNIFY IN WRITING.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY SIGNIFY 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 SIGNIFY' 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 SIGNIFY 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 SIGNIFY 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 Signify' authorization, (ii) systems that have not been designed or sized according to Signify standard design practices, or (iii) systems where Signify 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. Signify 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.

# Warranty Outdoor Professional Luminaires

**Schedule 1:** All Signify outdoor professional luminaires not otherwise described below shall have a warranty period of 1 year.

(excluding poles and brackets)

Signify indoor professional luminaires product lines	LED	Non-LED	Special Conditions
Stonco	5 years	1 years	<b>Standard finishes:</b> 5 year warranty on finish for LED products and 1 year warranty on all other products. <b>Custom finishes:</b> 1 year warranty on the finish on all products. 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.
Gardco	5 years	5 years	<b>Standard finishes:</b> 5 year warranty on finish. <b>Custom finishes:</b> 1 year warranty on finish. 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
Urban: Hadco & Lumec	5 years	3 years	<b>Standard finishes:</b> 5 year warranty on finish. <b>Custom finishes:</b> 1 year warranty on finish.
Landscape and Residential: Hadco	5 years	3 years	<b>Landscape Products:</b> Warranty Period for all grade mounted composite luminaires, copper luminaires and transformers is 10 years. Lifetime warranty offered on the finish for all cast bronze and stainless steel housing. <b>Residential Products:</b> Lifetime warranty offered on the finish to all original Purchasers on residential lighting fixtures and posts.
Roadway: Lumec	10 years	3 years	<b>Standard finishes:</b> 10 year warranty on the finish for LED products and 5 year warranty on the finish for all other products. <b>Custom finishes:</b> 1 year warranty on finish. <b>Roadway Security Light (RSLs, RSLM):</b> 5 year warranty for fixture and finish
Sports lighting: Philips	5 years	N/A	<b>Standard finishes:</b> 5 year warranty on finish. <b>Custom finishes:</b> 1 year warranty on finish.
Philips	5 years	N/A	<b>Standard finishes:</b> 5 year warranty on finish.
<b>Poles &amp; Brackets:</b> Gardco, Hadco & Lumec	3 years	1 years	<b>Standard finishes on aluminum:</b> 5 year warranty on finish. <b>Custom finishes on aluminum:</b> 1 year warranty on finish. <b>Standard finishes on steel:</b> 1 year warranty on finish. <b>Custom finishes on steel:</b> 1 year warranty on finish. High Mast poles and raising/lowering devices have a 1 year Warranty Period.
Color Kinetics (all products)	5 years	5 years	Warranty Period for products purchased or used for touring and / or rental purposes is three (3) years.
Color Kinetics (Vaya white UL and all other products)	5 years*	3 years	Warranty Period for products purchased or used for touring and / or rental purposes is one (1) year.

\* Warranty Period assumes that the Products are operated for less than 12 hours per day.

The information presented in this document is not intended as any commercial offer and does not form part of any quotation or contract, unless otherwise agreed by Signify.

