

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-001006

Current, powered by GE

1975 Noble Road
Cleveland, OH 44112
USA

Warranty #80143132

June 13, 2018

Current Evolve™ LED Luminaires Limited Warranty

Current, powered by GE ("Current") is pleased to provide the following Limited Warranty to TBD ("Purchaser"), covering ERLC, ERLH, ERL1, ERL2 Current Evolve™ LED luminaires, ("Product"), purchased directly from Current between July 1, 2019 to June 30, 2022 for resale to Various Municipalities in the Province of British Columbia CSA Lighting Program, as quoted under 80143132.

LIMITED WARRANTY: Subject to the terms and conditions specified in this Limited Warranty, Current warrants that Current Evolve™ LED luminaires ("Product") purchased directly from Current will be free from (a) defects in material and workmanship of electrical components until the earlier of (i) Ten (10) years from the date of manufacture, and (ii) 44,000 hours of operation; (b) defects in material and workmanship of non-electrical components until one (1) year from the date of manufacture; and (c) visible exterior-surface cosmetic defects in paint and material finishes (described as chips, pitting, corrosion, chalking/fading) exceeding 50% loss from the initial 60-degree gloss per ASTM D523-08, and other surface deterioration greater than 15% of the surface, in each case until Ten (10) years from the date of manufacture; provided, however, that Current does not warrant: (1) photoelectric controls and shorting caps, which are covered by the applicable warranties (if any) of the companies that manufacture these devices, and (2) paint and material finishes when Product is installed in a coastal application¹, unless the Product is ordered with Current's Coastal Finish option (Y)².

REMEDY: If a Product fails to meet the warranty set forth above, then Current will, at its option, either (i) repair the defective Product, (ii) provide a free replacement Product or replacement parts, F.O.B. Current's warehouse, or (iii) refund the purchase price paid to Current for the Product or replacement parts. Any replacement Product or part will be comparable in function, but may not be identical to the original. The replacement or repaired Product is warranted for the remainder of the original warranty period. Current is not responsible for labor and other costs associated with removal or reinstallation.

TERMS AND CONDITIONS: This Limited Warranty is VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of Current; if any components are replaced with components of other manufacturers; or if the Product is operated outside the specified electrical values or is subject to abnormal use or stress, including under/over voltage conditions, excessive switching cycles, and operation in environmental conditions (e.g., ambient temperature) outside normal specified operating range.

Current shall not be responsible for any failure of 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, maintenance, 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.

Notwithstanding anything to the contrary in this Limited Warranty, the LED module of the Product shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the module do not light.

HOW TO MAKE A WARRANTY CLAIM: Current must issue a Return Material Authorization (RMA#) for all requests for warranty review. To make a warranty claim, retain the failed Products and notify your Current sales or customer service representative in writing within thirty (30) days of the failure. After contacting Current and receiving an RMA number, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product. The Product 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 Limited Warranty. *Current reserves the right to examine all failed Product to determine the cause of failure and patterns of usage* and shall be the sole judge as to whether any Product is defective and covered under this Limited Warranty.

LIMITS OF LIABILITY: THE FOREGOING LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF CURRENT FOR THE SPECIFIED LED LUMINAIRES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. IN NO EVENT SHALL CURRENT BE LIABLE FOR ANY OTHER COSTS OR DAMAGES INCLUDING LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Sarah Rynd
Pricing Specialist