

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-001009**

Acuity Brands Lighting, Inc.
One Lithonia Way
Conyers, GA 30012
Tel: 770-922-9000

June 13, 2019

RE: Response to Request for Extension of Limited Warranty
Project Name: CSA 2019 - BID
Quote Number: 3010-19-10758-2

To Whom It May Concern:

Acuity Brands Lighting, Inc. will extend the standard limited warranty located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx to the above-referenced project/quote number and fixture(s) for an additional period of 5 years. The resulting warranty period will total 10 years from the date of shipment. All other Acuity Brands Lighting, Inc. standard warranty terms and conditions apply.

Fixture (s):

- | | |
|------------------------------------|-------------------------------------|
| ATBMIC 10BLEDE60 MVOLT R3 P7 SH NL | ATB0 30BLEDE15 MVOLT R2 NL P7 SH |
| ATBMIC 10BLEDE70 MVOLT R3 P7 SH NL | ATB2 40BLEDE70 MVOLT R2 HK NL P7 SH |
| ATBMIC 10BLEDE85 MVOLT R3 P7 SH NL | ATB2 40BLEDE10 MVOLT R2 HK NL P7 SH |
| ATBMIC 10BLEDE10 MVOLT R3 P7 SH NL | ATB2 40BLEDE13 MVOLT R2 HK NL P7 SH |
| ATBMIC 10BLEDE13 MVOLT R3 P7 SH NL | ATB2 40BLEDE15 MVOLT R3 HK NL P7 SH |
| ATBMIC 10BLEDE15 MVOLT R3 P7 SH NL | ATB2 60BLEDE85 MVOLT R3 HK NL P7 SH |
| ATB020BLEDE53MVOLTR2NLP7SH | ATB2 60BLEDE70 MVOLT R2 HK NL P7 SH |
| ATB0 20BLEDE70 MVOLT R2 NL P7 SH | ATB2 60BLEDE10 MVOLT R2 HK NL P7 SH |
| ATB0 20BLEDE10 MVOLT R2 NL P7 SH | ATB2 60BLEDE13 MVOLT R2 HK NL P7 SH |
| ATB0 20BLEDE13 MVOLT R2 NL P7 SH | ATB2 60BLEDE15 MVOLT R2 HK NL P7 SH |
| ATB0 20BLEDE15 MVOLT R2 NL P7 SH | ATB2 80BLEDE70 MVOLT R2 HK NL P7 SH |
| ATB0 30BLEDE70 MVOLT R2 NL P7 SH | ATB2 80BLEDE85 MVOLT R3 HK NL P7 SH |
| ATB0 30BLEDE85 MVOLT R2 NL P7 SH | ATB2 80BLEDE10 MVOLT R3 HK NL P7 SH |
| ATB0 30BLEDE10 MVOLT R2 NL P7 SH | ATB2 80BLEDE12 MVOLT R2 HK NL P7 SH |
| ATB0 30BLEDE13 MVOLT R2 NL P7 SH | ATB2 80BLEDE15 MVOLT R3 HK NL P7 SH |

Regards,

Scott Posey
Director, Roadway & Security Products
Acuity Brands



Acuity Brands Lighting, Inc.
One Lithonia Way
Conyers, GA 30012
Tel: 770-922-9000

June 13, 2019

RE: Response to Request for Extension of Limited Warranty
Project Name: CSA 2019 - BID
Quote Number: 3010-19-10758-3

To Whom It May Concern:

Acuity Brands Lighting, Inc. will extend the standard limited warranty located at: www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx to the above-referenced project/quote number and fixture(s) for an additional period of 5 years. The resulting warranty period will total 10 years from the date of shipment. All other Acuity Brands Lighting, Inc. standard warranty terms and conditions apply.

Fixture (s):

ATBX P10 MVOLT R2 NL SH
ATBX P20 MVOLT R2 NL SH
ATBX P30 MVOLT R2 NL SH
ATBX P40 MVOLT R2 NL SH
ATBX P50 MVOLT R2 NL SH
ATBX P60 MVOLT R2 NL SH
ATBX P70 MVOLT R2 NL SH
ATBS A MVOLT R2 NL P7 SH
ATBS B MVOLT R2 NL P7 SH
ATBS C MVOLT R2 NL P7 SH
ATBS E MVOLT R2 NL P7 SH
ATBS F MVOLT R2 NL P7 SH
ATBS G MVOLT R2 NL P7 SH
ATBS H MVOLT R2 NL P7 SH
ATBS I MVOLT R2 NL P7 SH

ATBM P05 MVOLT R2 NL P7 SH
ATBM P10 MVOLT R2 NL P7 SH
ATBM P20 MVOLT R2 NL P7 SH
ATBM P30 MVOLT R2 NL P7 SH
ATBM P40 MVOLT R3 NL P7 SH
ATBM P50 MVOLT R2 NL P7 SH
ATBM P60 MVOLT R3 NL P7 SH
ATBM P70 MVOLT R2 NL P7 SH
ATBL A MVOLT R2 4B NL P7 SH
ATBL B MVOLT R2 4B NL P7 SH
ATBL C MVOLT R2 4B NL P7 SH
ATBL D MVOLT R2 4B NL P7 SH
ATBL E MVOLT R2 4B NL P7 SH
ATBL F MVOLT R2 4B NL P7 SH
ATBL G MVOLT R3 4B NL P5 SH

Regards,

Scott Posey
Director, Roadway & Security Products
Acuity Brands



**STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
LED COMMERCIAL OUTDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12**

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its commercial outdoor light emitting diode (LED) fixtures, including the LED arrays and the LED drivers and integral control devices ("Products(s)"), to be free from defect in material and workmanship (the "General Warranty") for a period of five (5) years from the date of shipment from Acuity's facilities. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate. The painted finish of the Product(s) will be considered defective in material or workmanship only if there is substantial deterioration, in the form of blistering, cracking, or peeling. The painted finish is not warranted against fading or chalking, as Product(s) may naturally fade or chalk over time due to normal aging.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Holophane® and Accupro® brand ballasts, Acculamp® brand lamps, emergency batteries, and poles are warranted separately; and the terms of such warranties are located at www.acuitybrands.com/CustomResources/Terms_and_conditions.aspx. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver Label. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.



**STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
LED COMMERCIAL OUTDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA
10/01/12**

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.