

## **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.

### 20 YEAR LIMITED WARRANTY

PRODUCT(S) COVERED BY THIS LIMITED WARRANTY: NXT-C, NXT-S, & NXT-M ONLY

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 twenty (20) years from the date of original purchase when operating an average of twelve (12) hours per day, subject to the conditions, limitations and exclusions set out herein. 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.

### 20 Year Limited Warranty Details:

**Luminaire housing and external components**, defined as the aluminum luminaire housing, lenses, and fastening devices, shall be warranted as free from defects in materials and workmanship for a period of twenty (20) years from the date of original purchase when operating an average of twelve (12) hours per day, subject to the conditions, limitations and exclusions set out below.

**Finish:** Painted finish shall have a limited warranty of ten (10) years, subject to the exclusions detailed below.

**LED light engines:** 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. LED light engines covered under this warranty shall be subject to repair or replacement

without charge for a period of ten (10) years from the date of original purchase. For years eleven (11) to twenty (20) inclusive, LED light engines deemed to be defective shall be subject to repair or replacement according to the following payment schedule, with Purchaser responsible for payment of amounts shown. Amounts shown are in U.S. funds:

ITEM	YEARS 11-15 INCLUSIVE*	YEARS 16-20 INCLUSIVE*
Replacement cost per group of 12 LEDs	\$26.25 (USD)	\$26.25 (USD)

\* FROM DATE OF ORIGINAL PURCHASE

**Power supplies (drivers):** Power supplies covered under this warranty shall be subject to repair or replacement without charge for a period of ten (10) years from the date of original purchase. For years eleven (11) to twenty (20) inclusive, power supplies deemed to be defective shall be subject to repair or replacement according to the following payment schedule, with Purchaser responsible for payment of amounts shown. Limited warranty for years 11-20 excludes non-standard (custom) or third-party manufactured power supplies. Amounts shown are in U.S. funds:

POWER SUPPLY WATTAGE / FEATURES	YEARS 11-15 INCLUSIVE*	YEARS 16-20 INCLUSIVE*
< 51W watts, 1-10V dimming only	\$40 (USD)	\$45 (USD)
< 101W watts, 1-10V dimming only	\$55 (USD)	\$57 (USD)
< 160W watts, 1-10V dimming only	\$60 (USD)	\$69 (USD)
< 51W watts, 1-10V / DALI + Programmable	\$55 (USD)	\$60 (USD)
< 101W watts, 1-10V / DALI + Programmable	\$65 (USD)	\$70 (USD)
< 160W watts, 1-10V / DALI + Programmable	\$75 (USD)	\$80 (USD)

\* FROM DATE OF ORIGINAL PURCHASE

# NXT™ SERIES

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, 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 does not cover connectivity to smart grid networks. Smart grid system components, including any hardware or software associated with said smart grid networks are the responsibility of the smart grid networking provider, and are expressly excluded from this limited warranty. Contact the smart grid networking vendor for specific details regarding their warranties and exclusions. 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 components, 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 (in whole or in part) 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 the specified LED fixtures (the "Product"). Warranties applicable to controls, sensors, photocells and other Product 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 4, 2015.**

### 10 YEAR LIMITED WARRANTY

PRODUCT(S) COVERED BY THIS LIMITED WARRANTY: NXT-LITE SERIES ONLY

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 does not cover connectivity to smart grid networks. Smart grid system

components, including any hardware or software associated with said smart grid networks are the responsibility of the smart grid networking provider, and are expressly excluded from this limited warranty. Contact the smart grid networking vendor for specific details regarding their warranties and exclusions. 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 components, 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.

# NXT<sup>LITE</sup> SERIES

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 4, 2015**