



PG&E PRODUCTS AND SERVICES AGREEMENT

This PG&E Products and Services Agreement (the “**Agreement**”) is made and entered into as of June 16, 2016 (“Effective Date”) by and between City of Chico with offices at 411 Main Street, Chico CA (“Customer”) and Pacific Gas and Electric Company (“PG&E”).

RECITALS

WHEREAS, Customer requires street light replacement services and PG&E desires to do so pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set out in this Agreement, Customer and PG&E agree as follows:

AGREEMENT

1. The Service. PG&E offers street light replacement service (the “**Service**”) which comprises a turnkey project that includes: the ordering of Customer specified street light fixtures by PG&E at Customer’s expense, and installation of these PG&E-authorized street light fixtures as replacements to existing Customer-owned street lights operating at 120 or 240 volts. As part of the Service, PG&E will also process Customer-requested rate changes to PG&E rates which may also include LS2C to LS2A rates changes and any applicable PG&E rebate applications as requested by Customer. PG&E will arrange for waste disposal of removed street light fixtures. Customer Initials CE. Date 6/16/16.

2. Development, Acceptance, and Performance of Proposals. Upon receipt of a request for Service, PG&E will consult with Customer and develop a Proposal covering the Service in the form of proposal attached hereto as Exhibit A. Once a Proposal is signed by both Customer and PG&E, the Proposal will become a binding contract and shall be deemed an “**Accepted Proposal**” for purposes of this Agreement. Accepted Proposals shall be numbered sequentially and must reference this Agreement specifically. The terms of this Agreement are incorporated into each Proposal as if fully set forth therein by virtue of this reference. If any conflict arises between the terms of an Accepted Proposal and the terms of this Agreement, the terms of this Agreement shall prevail. PG&E agrees to provide the Service in accordance with the Accepted Proposal subject to the terms and conditions of this Agreement. PG&E will notify Customer upon its completion of the work specified in an applicable Accepted Proposal, and Customer shall have five (5) business days to review and accept, after which time PG&E’s performance responsibilities under the Accepted Proposal will be deemed to have been fulfilled. If Customer identifies any outstanding items to be corrected, a punch list will be developed to reflect such items, and PG&E will correct them. Any change to an Accepted Proposal must be agreed to by both Customer and PG&E in writing. Upon completion of the Service described in the Accepted Proposal and Customer’s payment of said Service, title to the installed street light fixtures described in the Acceptable Proposal shall pass to Customer. Such transfer of title shall be for the installed street light fixtures “as is, where is,” and with no implied warranties or express warranties, except as otherwise set forth below in Section 5.2 (Limited Material Warranty).





3. Additional Work. If in the process of performing the Service, a condition is discovered that prevents PG&E from performing the Service as specified such as but not limited to 1) access to the street light such as overgrown trees or blocked roadway, 2) broken street light bracket, or 3) wiring defect that prevents delivery of energy to the street light fixture, PG&E will notify Customer in writing of such condition and the work necessary to remedy the condition using Exhibit B (Additional Repair Work Agreement). If the work required is estimated by PG&E at less than \$1,000, then PG&E may perform such work and invoice Customer periodically for actual time and materials to perform such work without completing Exhibit B.

If, for any reason, Customer chooses not to correct such condition, as specified in Exhibit B (Additional Repair Work Agreement), PG&E shall be relieved of any and all responsibility for performing the Service for that street light or group of street lights.

If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.

4. Fees. Customer shall pay PG&E for Service performed in accordance with the payment terms set forth in each Accepted Proposal. Work specified in any Additional Repair Work Agreement will be done on a time and materials basis, at PG&E's then current hourly commercial rates as specified in Exhibit B and with reimbursement of PG&E's actual out-of-pocket expenses. Customer shall pay PG&E for the Service based on the payment schedule set forth in the applicable Accepted Proposal. Each payment made by Customer must reference this Agreement, the Accepted Proposal and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY
Attn: Sales and Service Manager, Business Development
P.O. Box 770000, Mailcode: N10D
San Francisco, CA 94177

5. Limited Warranties.

5.1. Limited Service Warranty. PG&E warrants that the Service will be performed in a commercially reasonable manner consistent with the level of care and skill exercised by others when performing services of a similar nature under similar circumstances. Customer must notify PG&E of any defect in workmanship within one (1) year of completion of installation of all streetlight fixtures ("**Installation**"). If Customer notifies PG&E within one year of installation of a potential defect in workmanship, and PG&E confirms the defect, PG&E will either re-perform the Service at no additional charge to Customer, or, if PG&E so elects, refund the applicable fees paid to PG&E by Customer for the Service. This warranty extends to Customer only and cannot be assigned by Customer. This warranty is in lieu of all other warranties. All other warranties are expressly disclaimed.

5.2. Limited Material Warranty. The manufacturer of the material to be installed will provide a warranty which is attached as Exhibit C. PG&E will provide to the Customer all documentation covering the warranty including contact information for the manufacturer or manufacturer's warranty agent. During the first year following completion of Installation, Customer may contact PG&E (as part of the Limited Service Warranty) to request that PG&E remove the defective light and reinstall the repaired light or an equivalent replacement light. For





those years following the Limited Service Warranty period but still within the Limited Material Warranty period, Customer must contact the manufacturer to make a warranty claim. Customer is responsible for removal of the equipment, arranging and paying for shipping and insurance for the equipment to and from the manufacturer's designated facility (and for all risk of loss to the equipment while in transit), and installation of the equipment upon return, unless otherwise instructed in the manufacturer's designated warranty. This warranty extends to Customer only and cannot be assigned by Customer. This warranty is in lieu of all other warranties relating to installed materials. **ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED) RELATING TO INSTALLED MATERIAL ARE HEREBY EXPRESSLY DISCLAIMED.**

5.3. Disclaimers. Except for warranties expressly set forth in Sections 5 and 6 of this Agreement, PG&E HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, AND FITNESS FOR A PARTICULAR PURPOSE) RELATING TO THE SERVICE. Customer acknowledges and agrees that the specific remedies described in Sections 5 and 6 of this Agreement respectively shall be Customer's sole and exclusive remedies for any and all warranty claims arising under or pertaining to this Agreement.

6. Customer's Responsibilities. To the extent that performance of the Service by PG&E depends upon approvals or other decisions by Customer, or on Customer furnishing particular documents or information, including but not limited to work permits, and that Customer does not timely perform or provide the same, the minimum time estimate for PG&E's completion of the Service shall be extended to take into account Customer's delay with respect thereto. Customer shall reimburse PG&E for the costs on any required work permits. If Customer or a competent governmental authority requires any other compliance efforts, including but not limited to flagging, traffic control, or neighborhood notifications, as a condition for work to proceed, then Customer shall reimburse PG&E for the costs related to these efforts. Notwithstanding PG&E's arrangement or performance of waste disposal services for removed street light fixtures (or any other materials an applicable Accepted Proposal may specify for removal), Customer acknowledges and agrees that it is the "generator" of such fixtures and/or materials and therefore bears ultimate responsibility for their proper disposition. Provided that PG&E adheres to any disposal instructions contained in an Accepted Proposal, Customer agrees to hold PG&E harmless from any and all claims brought by third parties (including by governments or regulators) relating to the disposal services arranged or performed by PG&E.

7. Data. Customer shall own any documents or information prepared or created by PG&E during the performance of the Service under this Agreement ("**Data**"). PG&E may retain copies of Data for PG&E use, but shall keep the Data confidential and shall not publish or otherwise disclose or knowingly permit PG&E employees to publish or otherwise disclose any Data without Customer's prior written consent unless such disclosure is required by law or by a court or regulatory agency having authority over PG&E.

8. PG&E's Utility Obligations. Customer acknowledges that PG&E has an obligation to maintain, repair and service PG&E-owned facilities in order to perform its duties as a public utility. If PG&E determines at any time, in its sole discretion, that it requires any personnel or resources previously committed to the performance of services for Customer under this Agreement in order to maintain adequate service to PG&E's other customers or to fulfill its duties





as a public utility, then PG&E shall have the right to divert the use of such personnel or resources to satisfy such requirements. PG&E shall be excused from whatever performance is affected by such action, all to the extent and for the duration its resources are so constrained, and PG&E shall not be considered in default under this Agreement by virtue of such diversion of resources. PG&E shall use diligent efforts to resume and complete its performance of the Service when diverted resources become available again.

9. Limitation of Liability. In the event that PG&E is held liable to Customer or to any party claiming by or through Customer for damages arising under or pertaining to this Agreement, the aggregate liability of PG&E to Customer or to any party claiming by or through Customer shall be limited to the lesser of (a) the estimated price for the Service giving rise to the claim, or (b) the amount actually paid to PG&E with respect to such Service. IN NO EVENT SHALL PG&E BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, COST OF DELAYS, REPLACEMENT OF POWER, OR LOSS OF PROFITS, LOSS OF OR FAILURE TO REALIZE ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY SUCH CONSEQUENCES WERE FORESEEABLE. The parties agree that the limitations on liability expressed in this Agreement will apply at all times, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of PG&E, and will extend to the affiliates, subsidiaries, parent company, officers, managers, directors, agents and employees of PG&E. Customer acknowledges and agrees that the limitations of liability set forth in this section may be far less than Customer's loss in the event of any loss or damage to Customer's equipment while in PG&E's care or custody, and Customer expressly assumes the risk of any such deficiency of recovery. The parties acknowledge and agree that the limitations of liability set forth in this Section 9 are an essential element of their bargain as well as a material inducement for PG&E's entry into this Agreement, and that PG&E's price for the Service reflects their inclusion in this Agreement.

10. Term and Termination. The term of this Agreement shall be for five years from the Effective Date unless sooner terminated by Customer or PG&E as permitted by this Agreement. Each party may terminate this Agreement or any Accepted Proposal at any time for convenience by giving the other party 5 days written notice, provided, however, that any such termination shall neither affect PG&E's obligation to perform under any Accepted Proposals during the 5 day notice period, nor Customer's obligation to pay PG&E for material procured or services rendered under any Accepted Proposal through the effective date of termination, including during the 5-day notice period. Termination of any individual Accepted Proposal by either party shall not affect the continued validity of this Agreement or of any other Accepted Proposals. Additionally, each party may terminate this Agreement and any then-outstanding Accepted Proposals upon written notice to the other party if the other party: (i) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within seven days after receipt of written notice of such default; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. Also, PG&E may terminate this Agreement immediately and without prior notice in the event that the California Public Utilities Commission issues a ruling or order prohibiting or otherwise preventing PG&E from fulfilling, or substantially interfering with PG&E's ability to fulfill, its



obligations under this Agreement, or finding that this Agreement is contrary to the policies of the California Public Utilities Commission. The following Sections of this Agreement shall survive expiration, cancellation or other termination of this Agreement: 4 Fees, 5 Limited Warranties, 6 Customer Responsibilities, 7 Data, 9 Limitation of Liability and 11 General. Any other provisions of this Agreement that would generally be construed as intended to survive the expiration, cancellation or other termination of this Agreement shall also survive such expiration, cancellation or other termination.

11. General.

11.1. Assignment. This Agreement may not be assigned or otherwise transferred by either Customer or PG&E without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, PG&E may, without such consent, assign this Agreement to a parent, subsidiary or other affiliate. PG&E may also subcontract all or part of the Service. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Customer and PG&E and their respective successors and assigns.

11.2. Force Majeure. Neither PG&E nor Customer shall be considered in default in the performance of its obligations under this Agreement, to the extent that (and only for so long as) the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party; provided, however, that Customer shall be excused from the obligation to make payments hereunder for services which PG&E is prevented from performing due to circumstances beyond its reasonable control.

11.3. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be addressed, if to Customer, to the primary business contact address given in the Accepted Proposal and, if to PG&E, to the address set forth above for payment.

11.4. Reporting Requirements. Customer must notify PG&E whether or not federal funds granted or otherwise awarded to Customer by or through the United States Department of Energy (collectively, the "Federal Funds") will be used to pay PG&E for the Service. If Customer decides to use such Federal Funds in connection with an Accepted Proposal, then Customer must notify PG&E within 5 days of its decision to use such Federal Funds. If Customer is required by any law or regulation to amend or revise the terms and conditions of any Accepted Proposal in a manner unacceptable to PG&E or if in PG&E's sole discretion PG&E determines it cannot comply with such obligations as amended or revised, whether or not PG&E has begun to perform such Accepted Proposal, PG&E shall have the right, in its discretion, to terminate such Accepted Proposal upon five (5) days' notice without further obligation or liability to Customer (except for the return of any funds Customer may have pre-paid for the Service and which remain uncommitted as of the effective date of such termination). CUSTOMER HEREBY WAIVES ANY CLAIM OF PROMISSORY ESTOPPELS WITH RESPECT TO PG&E'S TERMINATION OF ANY ACCEPTED PROPOSAL UNDER THE CIRCUMSTANCES DESCRIBED IN THE FOREGOING SENTENCE.

11.5. Disputes. The parties will negotiate in good faith to expeditiously resolve any dispute, claim or controversy arising under or relating to this Agreement (including, without



limitation, as to its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims) on a negotiated basis. If, in either party's reasonable judgment, such negotiations do not result in an amicable outcome after such party's good faith efforts over a period of at least thirty (30) days, such party shall be free to pursue all available remedies under law in any competent forum.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as of the Effective Date first set forth above.

CUSTOMER

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: Mark Orme, City Manager*

Print Name:

Signature:

Mark Orme (handwritten signature)

Signature:

Date:

Date:

*Authorized pursuant to Section 3.20.060 of the Chico Municipal Code, and Chico City Council approval on 5/3/16.

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Vincent C. Ewing (handwritten signature)

Vincent C. Ewing, City Attorney*

Erik Gustafson (handwritten signature)
Erik Gustafson, Director of Public Works-Operations & Maintenance

*Pursuant to The Charter of the City of Chico Section 906(D)

REVIEWED AS TO CONTENT:

Frank Fields (handwritten signature)

Frank Fields, Administrative Services Director*

*Reviewed by Risk Management, Human Resources, Finance and Information Systems.

(handwritten mark)



**EXHIBIT A
PROPOSAL NUMBER 1**

This Proposal is made and entered into as of _____, 2016 by and between City of Chico (“Customer”) and Pacific Gas and Electric Company (“PG&E”). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 2016 (the “Agreement”).

DESCRIPTION OF SERVICES

- Scope of Work: Replace approximately 2,610 HPSV lights with LED lights according to the map and LED spreadsheet (identifies each location) in the City of Chico. Of the 2,610 HPSV lights, approximately 2010 cobraheads will be replaced with new LED fixtures from CREE. For the approximate 600 “decorative” fixtures (candy canes, post tops, and shoeboxes), all existing HID lamps will be replaced with a new 24 watt LED replacement lamp from Light Efficient Design. Due to tariff restrictions, only cobraheads will receive photocontrol replacement.
- Number any light poles that are not numbered using badge number stickers provided by PG&E.
- Change the rates to LED and provide documentation on the changes and cost for the street lights which with Customers approval may also include LS2C to LS2A rates changes. **Customer Initials @ . Date 6/16/16 .**
- Process the rebates and provide documentation on the changes and cost for the street lights.
- Provide a revised GIS-based inventory.

Estimated minimum number of days to complete scope of work: 60 days

Date work is estimated to begin: July 11, 2016

Customer sites where work is to be performed (may attach spreadsheet of street lights):
See attached map for location.

Type and number of street light fixtures to be replaced (may attach spreadsheet):
See attached spreadsheet for fixtures.

Locations may change if street lights are added to or deleted from the project during installation. A final spreadsheet will be given to Customer upon completion of the work.

If in the process of performing the Service, active bird nests, and/or bee hives, wasps are discovered, PG&E will notify Customer of such condition and discontinue work on affected equipment.



MATERIALS DISPOSAL

PG&E will store the materials at the following site:

Address: Chico Service Center 11239 Midway Chico, 95928

PG&E's Contractor will keep the lights that have been replaced in a locked container until taking them to PG&E's yard. Contractor will separate the lamp from the fixture and put them in the appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

TRAFFIC CONTROL PLAN

PG&E Contractor shall be required to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

COST AND PAYMENT SCHEDULE

PG&E estimates the services under this Proposal will cost Seven Hundred Sixty-Five Thousand Four Hundred and Two dollars and no cents (\$765,402.00). However, Customer will be invoiced for actual installations (location and size of fixture). The estimate will not be exceeded without Customer's prior approval.

This price does does not subtract the value of the LED streetlight rebates from the cost to provide the Services.

Payment Schedule:

Initial Payment: Upon ordering of materials, Customer will be invoiced 50% of the total amount of the contract.

Final Payment: Customer will be invoiced for final 50% payment upon completion of this Proposal or when punch list items (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 14 days after receipt of the invoice.

SPECIAL INSTRUCTIONS AND ACCOMMODATIONS

- Cobrahead CREE fixture replacements:
 - Photocontrols:
Photocontrol replacement will be performed for cobraheads



- PG&E Limited Service Warranty:
If Customer notifies PG&E within one year of installation of a potential defect in workmanship, and PG&E confirms the defect, PG&E will either re-perform the Service at no additional charge to Customer, or, if PG&E so elects, refund the applicable fees paid to PG&E by Customer for the Service.
- Manufacturer warranty:
Lighting fixtures: Exhibit C, Schedule 1
Photocontrols: Exhibit C, Schedule 2
- Decorative (non-cobrahead) Light Efficient Design retrofit kit replacements:
 - Photocontrols:
Photocontrol replacement will not be performed for non-cobrahead fixtures.
 - No PG&E Service Warranty is available for decorative fixtures replaced with retrofit kits.
 - Many of the decoratives are old and subject to deterioration. Standard tradecraft and industry best practices will be used in accessing these fixtures. PG&E will not be responsible for any damage done during replacement of these fixtures.
 - Manufacturer warranty:
Retrofit kits: Exhibit C, Schedule 3

BUSINESS CONTACTS:

PG&E's primary business contact for this Proposal:

Name: Brent Patera
Title: Business Development Manager
Address: 245 Market Street, Mail Code N10D
San Francisco, CA 94105
Telephone: 415-973-5335
Email: BXPL@pge.com

Customer's primary business contact for this Proposal:

Name: Slyler Lipski
Title: Public Works Manager
Address: P.O. Box 3420
Chico, CA 95927
Telephone: 530-894-4210
Email: Skyler.lipski@chicoca.gov



CUSTOMER BILLING CONTACT:

Customer's billing contact for this Proposal:

Name: Linda Herman
Title: Public Works Administration Manager
Address: P.O. Box 3420
Chico, CA 95927
Telephone: 530-896-7241
Email: linda.herman@chicoca.gov

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER	CITY OF CHICO	PACIFIC GAS AND ELECTRIC COMPANY
Print Name:	Mark Orme, City Manager*	Print Name: Roxanne Fong, Manager
Signature:	<u>Mark Orme</u> 	Signature: _____
Date:	_____	Date: _____

*Authorized pursuant to Section 3.20.060 of the Chico Municipal Code, and Chico City Council approval on 5/3/16.





**EXHIBIT B
FORM OF ADDITIONAL REPAIR WORK AGREEMENT**

REPAIR WORK AGREEMENT NUMBER _____

This Additional Repair Work Agreement is made and entered into as of _____, 20__ by and between City of Chico ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Repair Work Agreement is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of _____, 20__ (the "Agreement").

PG&E has informed the Customer of a repairable condition as described below. The Customer has requested that PG&E provide the necessary labor, equipment, and material to repair, replace or correct the condition on the Customer's equipment described below.

Description of repairable condition:

PG&E will invoice the Customer on a time and materials basis at the following labor rates (rates valid through 12/31/___):

Straight time (8AM-5PM M-F): \$ ___/hour
Overtime: \$ ___/hour

Executed this ___ day of _____, 20__.

Facility name: _____

IN WITNESS THEREOF, the parties agree to be bound by this Repair Work Agreement as of the date first set forth above.

CUSTOMER

PACIFIC GAS AND ELECTRIC COMPANY

Print Name:

Print Name:

Signature:

Signature:

Date:

Date:





**EXHIBIT C
THIRD PARTY WARRANTIES**

1. Street light manufacturer's contact information:

(a) Cree LED Lighting Fixtures

1200 92nd Street
Sturtevant, WI 53177-1854
Phone: (800)236-6800

(b) The warranty period for the Cree LED Lighting Fixtures is 10 years. A copy of that warranty is set forth in Schedule 1 to this Exhibit C.

2. Photocontrol warrantor's contact information:

(a) Ripley Lighting Controls

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

(b) The warranty period for the Ripley photocontrols is 12 years from date of delivery. A copy of that warranty is set forth in Schedule 2 to this Exhibit C.

3. HID retrofit lamps warrantor's contact information:

(c) Light Efficient Design LLC

188 S. Northwest Highway
Cary, IL 60013
Phone: 847-380-3540
Fax: 847-380-3542

(d) The warranty period for the Light Efficient Design retrofit kits is 5 years from date of purchase. A copy of that warranty is set forth in Schedule 3 to this Exhibit C.



**SCHEDULE 1 TO EXHIBIT C
LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND
ESSENTIA® FIXTURES)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree Company identified as such on the invoice. This limited warranty may be transferred 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, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. 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.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree c/o Ruud Lighting, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, lamps, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at www.cree.com/lighting/products/warranty.

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THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty 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. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

A small, handwritten mark or signature in the bottom right corner of the page.



**SCHEDULE 2 TO EXHIBIT C
WARRANTY FOR RIPLEY LIGHTING CONTROLS**

RIPLEY LIGHTING
CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

2023 Platt Springs Road
P.O. Box 3229
West Columbia, SC 29169
Phone: 803-939-4700
Fax: 803-939-4777

PG&E WARRANTY

The 6390L-BK/ 6390LL-BK/ RD8645 LongLife Series carries a 12-year warranty from the date of delivery. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.

Jan 1, 2011



RIPLY LIGHTING CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

Twist-Lock Electronic Photocontrol Decorative LED Luminaire

Exclusive Features



Zero Cross Switching Technology: protects the device from inrush currents, commonly found in LED Luminaires.



Intelligent Microprocessor: assures advanced Performance & Reliability



SELF-Healing Relay: allows unattended field restoration. Stuck relay contacts are a common failure point. Our Patent Pending technology actually works to un-stick the contacts, thus preventing wasted energy (day burners) and service calls. Tested at more than **325 years with a 1000 Watt Tungsten Lamp**



3 Tier Power Supply Circuitry: 320 Joule MOV rated @ 10,000 Amps for primary protection Dual Zener Diode for secondary protection. 3rd Layer of protection using a precision voltage regulator.



Tru-Filter®: spectral sensitivity matches that of the Human Eye; while competitor's Silicon Photodetector comes nowhere close.

WARRANTY: 10 years from date of manufacture

Phone: 803-939-4700
Fax: 803-939-4777
E-mail: Sales@RipleyLC.com

www.RipleyLC.com



Ripley's Exclusive Decorative LED Photocontrol

"NEW Generation of Technologies that change the Game "

Ripley Lighting Controls is pioneering new technologies raising the bar in the Street and Area Lighting Industry.

	RD8645
Nominal Voltage 60 Hz	120/208/240/277
Voltage Range	105-305
Fail Mode	On
Load Rating	1000 Watt Tungsten / 1800 VA Ballast
Operating Temperature	-40C to +70C (-40F to +158F)
Photocell	Encapsulated Silicon Phototransistor
Dielectric Strength	5000 Volts between current carrying parts and metal surfaces
Surge Protection	320 Joule MOV / 10,000 surge current
Power Consumption	0.5 watts @ 120 V
Time Delay Off (Instant On)	3 to 5 seconds
Operating Light Levels (Standard Settings)	Turn On 1.5 FC ± .25 / Turn Off by 0.9 FC (Off:On Ratio = 0.6:1) Any Ratio Optional
Options	Fail Off available

Other Exclusive Features:

- A single Tru-Filter® infrared-filtering phototransistor, filters out all sources of infrared to mirror the spectral sensitivity of the human eye, and provide highly accurate control across the entire visual light spectrum. Thus, Turn-ON / Turn-OFF events occur with much greater precision than that of competitor models utilizing silicon photodetectors and plastic infrared filters. Plastic filters used by competitors eventually cause a shift of Turn-ON / Turn-OFF light levels: They only filter infrared that passes through the sensor window; not ALL sources, and they fade over time due to UV
- DSPT (Double Sided-Plated Through) Glass Epoxy FR4 control circuit board, engineered for durability and LongLife reliability.
- High Temperature Base material with minimum rating of 125 Degrees Celsius, and LongLife Blended Gasket to assure stability and 0% shrinkage
- Solid Brass Contact Blades

Meets or exceeds rigid quality requirements of SouthConn Technologies Inc. and applicable RD-8645 LongLife Dec. ANSI C136.10, and C136.24 Standards 052714 Rev 2





**SCHEDULE 3 TO EXHIBIT C
WARRANTY FOR LIGHT EFFICIENT DESIGN RETROFIT KITS**

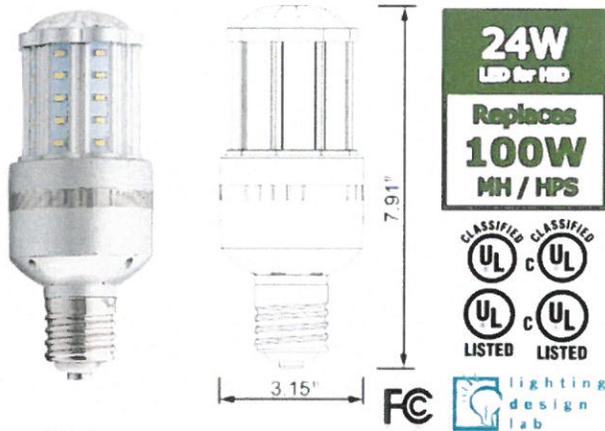
Technical Specifications			
Models US/CAN	LED-8029M30/ LED-8029M30C	LED-8029M42/ LED-8029M42C	LED-8029M57/ LED-8029M57C
CCT	3000K	4200K	5700K
Power Consumption	24 watts		
Replaces	100w MH/HPS		
Mounting	E39		
Voltage	120-277VAC (USA) 120-347VAC (CANADA)		
LED Type	50 Samsung #5630 SMD		
Beam Angle	360		
Dimmable	No		
Operating Temp	-40°F - +122°F		
Rated R70 Life	Up to 50,000 Hrs.		
Warranty	5 Year Limited*		
LM79 Specifications	Yes	Yes	Yes
Power (W)	24.4	24.2	23.4
CCT	3123	4068	5630
Lumen Output	1996	2050	2108
Efficacy	83	84	82
THD @ 120V	n/a	n/a	n/a
THD @ 277V	15.79%	15.61%	15.70%
PF @ 120V	n/a	n/a	n/a
PF @ 277V	0.918	0.918	0.902
CRI:	83.6	84.8	82.7
R9	14	24	5
Duv	0.0002	0.0003	0.0033
Packaging	9 / Master Carton		
Unit	4.7" x 4.7" x 8.86" 1.14 lbs.		

NOTE: All specification information falls within a ± 2% range and is subject to change without notice.
NOTE: Light Efficient Design is providing this information to the general public. Please note that all products contained herein are trademarked, copyrighted, and/or have patents pending. Any use of these designs is strictly prohibited without prior written consent. Light Efficient Design protects its proprietary information vigorously in the courts of the United States of America.



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SPEC LED-8029M 9/16/2015



Description:
24W LED retrofit lamp to replace MH and HPS lamps up to 100w, E39 Mogul base. Integrated insect/dust screen. UL listed approved for damp environments & open or fully enclosed fixtures. Retrofitted fixture retains UL approval under UL Classified 1598C.

- Features:**
- Replaces 100w HID Lamps
 - 120-277V or 120-347V (Canada)
 - UL approved for both open and fully enclosed fixtures within damp environments (USA & Canada)
 - Active Cooling Fan >70,000 hr. rated life
 - 50,000 HR rated LED life
 - 5 year limited warranty (see website for details)

Applications:



Installation Notes:

- When installing LED-8000 series retrofit lamps within HID fixtures, **ballast must be bypassed** when present.
- 8000 series retrofits are UL damp rated, sealing the fixtures after installation will deliver best results.
- **Installing surge/lightning protectors is highly recommended** and helps to eliminate premature driver failure caused by surges and other power fluctuations.



WARRANTY

LIMITED WARRANTY FOR LIGHT EFFICIENT DESIGN, A DIVISION OF TADD, LLC

Light Efficient Design warrants each LED lighting product and accessory to be free from defects in material and workmanship for a period that depends on application use. For up to 12 hours a day the warranty is either five (5) years, three (3) years, two (2) years or one (1) year depending on the product. For over 12 hours a day the warranty is either three (3) years, two (2) years or one (1) year depending on the product. (See individual Product Sheets or List Price Sheet for respective warranty period.) The warranty period begins from the purchase date on the Light Efficient Design invoice for each respective product.

If a Light Efficient Design lighting product fails to operate for the warranty period, Light Efficient Design will provide a free replacement of the failed product in accordance with Terms and Conditions set forth below.

WARRANTY SERVICE CLAIMS: Light Efficient Design must issue a RGA number for all requests for warranty review. To make a warranty claim, notify Light Efficient Design within thirty (30) days of the failure.

RETURN OF DEFECTIVE PRODUCT: After contacting and receiving a RGA number, the purchaser/user shall promptly return the product after receiving instructions regarding if, when and where to ship the product. Product must be returned within 10 days of receiving the RGA number and authorization. Shipping box must be clearly marked with RGA number. Failure to follow this procedure shall void this warranty. Light Efficient Design reserves the right to examine all claimed defective lighting products to determine the cause of failure and patterns of usage, and reserves the right to be the sole judge as to whether any Light Efficient Design lighting products are in fact defective and covered under this warranty.

LIMITS OF LIABILITY: The foregoing shall constitute the exclusive remedy of the purchases and the sole liability of Light Efficient Design for our lighting products. **IN PARTICULAR, NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED.** In no event shall Light Efficient Design be liable for any other costs or damages, including lost profits or revenues, incidental, special or consequential damages.

This limited warranty only applies when Light Efficient Design lighting products are properly wired and installed, are operated within the electrical values shown on Light Efficient Design lighting product labels, and used in situations approved for the application and in the environmental conditions (temperature and humidity) within the normal specified operating range of the lighting products.

This warranty does not apply to any acts of God or as a result of any abuse, misuse, abnormal use or use in violation of 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). This warranty will not apply in the event of conditions demonstrating abnormal use or stress, including under/over voltage conditions including power surges, excessive switching cycles and operating hours and operation at an ambient temperature higher than 44.44 degrees C (112 degrees F) lasting greater than 10 hours. Some states do not allow exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Revised 2/4/2015