### **CITY OF OLATHE PRICE AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the <u>City of Olathe, Kansas</u>, hereinafter "City," and Anixter Inc., a subsidiary of Wesco Distribution Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs streetlight supplies, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

- 1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in Exhibit A to supply the goods or services described in Exhibit A, as needed and as requested by City. City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, including approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. This contract will be a three (3)-year contract with the option to renew for up to two (2) additional one (1)-year periods upon the written agreement of both parties. The parties may agree to update the price list in Exhibit A to add or drop items or adjust pricing without any other amendment of this Agreement, provided that the updated price list: a) is in writing and references this agreement; b) contains an effective date; and c) is signed by both parties.
- 2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed Exhibit A when authorized in writing by City.
- **3. BILLING.** Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).
- **4. PAYMENT.** If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.
- 5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence. Vendor warrants that the goods are new and unused, and free from liens or other encumbrances. Vendor shall obtain for the City such warranties as are offered by the manufacturer or other original supplier of the goods and shall assist the City in obtaining the benefits of those warranties. VENDOR DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY THAT GOODS CONFORM TO DESIGNS, DRAWINGS, SPECIFICATIONS OR

PLANS.

- **6. TERMINATION FOR CONVENIENCE.** City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
- **7. TERMINATION FOR LACK OF FUNDS.** If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.
- **8. DISPUTE RESOLUTION.** The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.
- **9. SUBCONTRACTING.** Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11** (**Insurance**).
- 10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.
- **11. INSURANCE.** Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.
- 12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, for personal injury (including death) or damage to tangible property to the extent caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.
  - 13. LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER PROVISION OF THIS

CONTRACT TO THE CONTRARY, IN NO EVENT SHALL VENDOR'S AGGREGATE LIABILITY TO THE CITY FOR AN CLAIM ARISING OUT OF THIS AGREEMENT EXCEED TWO TIMES (2X) THE VALUE OF THE GOOD OR SERVICE GIVING RISE TO THE CLAIM.

- **14. KANSAS ACT AGAINST DISCRIMINATION.** *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:
  - a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
  - in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
  - c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
  - d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
  - e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- **15. KANSAS OPEN RECORDS ACT.** Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.
- 16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.
- **17. NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.
- **18. INDEPENDENT CONTRACTOR STATUS.** Vendor is an independent contractor and not an agent or employee of City.

- **19. COMPLIANCE WITH LAWS.** Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.
- **20. FORCE MAJEURE CLAUSE.** Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
- 21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.
- **22. SEVERABILITY.** If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.
- **23. ORDER OF PRECEDENCE.** If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of 20.

	CITY OF C	DLATHE, KANSAS
	Ву:	
	M	layor
ATTEST:		
	(S	EAL)
City Clerk		
APPROVED AS TO FORM:		
Robert S. Sallinore		
City Attorney or Deputy/Assistant City Attor	ney	

Anixter Inc., a subsidiary of Wesco Distribution Inc.

By:

Matt Valentine, Senior Manager, Sales - Utility

PO Box 842584 Dallas, TX 75284

## Exhibit A Vendor's Proposal

Item	Unit Price
A – Leotek - GCL2-80J-MV-50K-xx- XX-295-PCR7-CR-RWG-SC	\$ 500.00
A – AEL - ATB2-P602-MVOLT-XX- 5K-P7-SH -	\$ 425.56
B - Leotek - GCM2-60J-MV-XX-XX- 155-PCR7-CR-RWG-SC-	\$ 278.89
B - Leotek - GCJ4-30J-MV-30K-xx- XX-135-PCR7-CR-RWG-SC-	\$ 250.00
E – AEL – ATBM-P10-MVOLT-X-5K- XX-P7-AO	\$ 257.78
E- AEL - ATBM-P40-MVOLT-X-5K- XX-P7-AO -	\$ 277.78
E – Leotek - AR13-10M2-MV-xx-X- XX-700-PCR7	\$ 621.12
E - Leotek - AR13-18M2-MV-xx-X-XX- 700-PCR7	\$ 753.34
Controls - DLL127-1.5-GR-J50 -	\$ 25.56
B – AEL - ATB0-P303-MVOLT-XX- 5K-P7-SH	\$ 275.56
C – Leotek - GCJ2-20H-MV-WW-xx- XX-1A-PCR7-CR-RWG-SC -	\$ 211.12
Leotek - Post Top - PTC-S-F-N-S- 60J-MV-30K-2-BK-110-PCR7-CR- OL10PT-10C (NO SUBSTITUTE)	\$ 538.89
King - Post Top Luminaire - K596- P4NL-XX-100(SSL)-7030-120/277- K24-PR7-3K-#13 (NO SUBSTITUTE)	\$ 1,272.23
F – King-LED Conversion Kit-KCK56- P4-III100(SSL)- 120:277-3K-WS-	\$ 697.78

G-King-Downtown Fixture, Decorative K56, King #K56-C-P- P4AR-III-100(SSL)-7030-120/277-4K- WS-KPL20-PR7-#6 (NO SUBSTITUTE)	\$ 1,655.56
G-King-127th St Fixture, Decorative K56, King #K56-C-P-P4AR-III- 100(SSL)-7030-120/277-3K-WS S/F KPL20-PR7 (NO SUBSTITUTE)	\$ 1,557.78
First Light Solar - SCL2-SPMU-BZ- T3NW-00 Side Pole Mount Universal Bronze Type 3 400k on at dusk off at dawn.	\$ 3,355.56
High Mast - HMLED4-P3-50K- HVOLT-HGR-AW-LTCH-CR-PR7- DFD-AO-SH	\$ 1,534.45
Streetlight Pole 14' Aluminum NO POWDER COAT - Type OL14	\$ 902.23
Streetlight Pole 20' Aluminum (15" side mount arm) NO POWDER COAT - Type OL 20-15"	\$ 1,432.23
Streetlight Pole 20' Aluminum (6" arm length) NO POWDER COAT - Type OL 20-6	\$ 1,432.23
Streetlight Pole 30' Aluminum (6' arm length) NO POWDER COAT - Type OL 301-6	\$ 1,794.45
Streetlight Pole 30' Aluminum (8' arm length) NO POWDER COAT - Type OL 301-8	\$ 1,794.45
Streetlight Pole 30' Aluminum (10' arm length trus) NO POWDER COAT - Type OL302-10	\$ 1,924.45
Streetlight Pole 30' Aluminum (12' arm length trus) NO POWDER COAT - Type OL302-12	\$ 1,924.45
Streetlight Pole 30' Aluminum (6' arm length twin) NO POWDER COAT - Type OL303-6-6	\$ 1,924.45

Streetlight Pole 30' Aluminum (8' arm length twin) NO POWDER COAT - Type OL303-8-8	\$ 1,924.45
Streetlight Pole 40' Aluminum (6' arm length) NO POWDER COAT - Type OL401-6	\$ 2,600.00
Streetlight Pole 40' Aluminum (8' arm length) NO POWDER COAT - Type OL401-8	\$ 2,600.00
Streetlight Pole 40' Aluminum (10' arm length trus) NO POWDER COAT - Type OL402-10	\$ 2,711.12
Streetlight Pole 40' Aluminum (12' arm length trus) NO POWDER COAT - Type OL402-12	\$ 2,711.12
Streetlight Pole 40' Aluminum (6' arm length twin) NO POWDER COAT - Type OL401-6-6	\$ 2,600.00
Streetlight Pole 40' Aluminum (8' arm length twin) NO POWDER COAT - Type OL401-8-8	\$ 2,600.00
Streetlight Pole 40' Aluminum (8' arm length twin trus) NO POWDER COAT - Type OL403-8-8	\$ 3,201.12
Streetlight Pole 40' Aluminum (12' arm length twin trus) NO POWDER COAT - Type OL403-12-12	\$ 3,201.12
Streetlight Pole 14' Aluminum (15" side mount arm) POWDER COAT - Type OL-14 Black	\$ 950.00
Streetlight Pole 30' Aluminum (6' arm length) POWDER COAT - Type OL 301-6 Black	\$ 1,886.67
Streetlight Pole 30' Aluminum (8' arm length) POWDER COAT - Type OL 301-8 Black	\$ 1,886.67
Streetlight Pole 30' Aluminum (10' arm length trus) POWDER COAT - Type OL 302-10 Black	\$ 2,027.78

Streetlight Pole 30' Aluminum (12' arm length trus) POWDER COAT - Type OL302-12 Black	\$ 2,027.78
Streetlight Pole 30' Aluminum (6' arm length twin) POWDER COAT - Type OL 303-6-6 Black	\$ 1,911.12
Streetlight Pole 30' Aluminum (8' arm length twin) POWDER COAT - Type OL 303-8-8 Black	\$ 1,911.12
Streetlight Pole 40' Aluminum (6' arm length) POWDER COAT - Type OL 401-6 Black	\$ 2,750.00
Streetlight Pole 40' Aluminum (8' arm length) POWDER COAT - Type OL 401-8 Black	\$ 2,750.00
Streetlight Pole 40' Aluminum (10' arm length trus) POWDER COAT - Type OL 402-10 Black	\$ 2,851.12
Streetlight Pole 40' Aluminum (12' arm length trus) POWDER COAT - Type OL 402-12 Black	\$ 2,851.12
Streetlight Pole 40' Aluminum (6' arm length twin) POWDER COAT - Type OL401-6-6 Black	\$ 2,750.00
Streetlight Pole 40' Aluminum (18' arm length twin) POWDER COAT - Type OL 401-8-8 Black	\$ 2,750.00
Streetlight Pole 40' Aluminum (8' arm length twin trus) POWDER COAT - Type OL 403-8-8 Black	\$ 3,380.00
Streetlight Pole 40' Aluminum (12' arm length twin trus) POWDER COAT - Type OL 403-12-12 Black	\$ 3,380.00
15" Mounting Bracket	\$ 194.45
6' Mast Arm	\$ 302.23
8' Mast Arm	\$ 295.56
8' Truss Arm	\$ 521.12
10' Truss Arm	\$ 572.23
12' Truss Arm	\$ 644.45

6' Mast Arm (POWDER COAT)	\$ 311.12
8' Mast Arm (POWDER COAT)	\$ 308.89
8' Truss Arm (POWDER COAT)	\$ 533.34
10' Truss Arm(POWDER COAT)	\$ 588.89
12' Truss Arm (POWDER COAT)	\$ 664.45
9" Break-Away Base - CS300 - Tbase 11.5"-12.5" Kansas 7" 9"	\$ 877.78
9" Break-Away Base - CS370 - Tbase 11.5"-12.5" Kansas 8" 9"	\$ 877.78
15" Break-Away Base - M093 - Tbase 14.5"-15.3" Kansas 10" 9"	\$ 930.00
9" Break-Away Base - CS300 - Tbase 11.5"-12.5" Kansas 7" 9" (POWDER COAT)	\$ 888.89
9" Break-Away Base - CS370 - Tbase 11.5"-12.5" Kansas 8" 9" (POWDER COAT)	\$ 888.89
15" Break-Away Base - M093 - Tbase 14.5"-15.3" Kansas 10" 9" (POWDER COAT)	\$ 951.12
J.H. Botts - Base Helix Base (14' /20' pole)	\$ 491.12
J.H. Botts - Base Helix Base(30' pole)	\$ 594.45
J.H. Botts - Base Helix Base (40' pole)	\$ 722.23
Decorative Street Light Pole 30'X6"X3188 Round Straight Aluminum Pole, Black, less anchor bolts, no drillings, POWDER COAT	\$ 2,828.89
King 127TH St Streetlight Pole, Decorative, (NO SUBSTITUTE)	\$ 6,156.67
King 127th St DBL Arm, Decorative, (NO SUBSTITUTE)	\$ 1,025.56
King 127th St Single Arm, Decorative, (NO SUBSTITUTE)	\$ 561.12

Holophane Downtown Decorative Pole, (NO SUBSTITUTE)	\$ 5,035.57
Holophane Downtown Decorative Arm, (NO SUBSTITUTE)	\$ 1,057.63
Pelco - Cable Retainer Assy for 8" Foundation Anchor Galvanized Steel	\$ 219.74
Pelco - Cable Retainer Assy for 6" Foundation Anchor Galvanized Steel	\$ 184.87
Pelco - Cable Retainer Assy for 4" Foundation Anchor Galvanized Steel	\$ 166.60
J.H. BOTTS - 10" Anti-Theft Prevention Plate	\$ 122.23
J.H. BOTTS - 12" Anti-Theft Prevention Plate	\$ 122.23
J.H. BOTTS - 15" Anti-Theft Prevention Plate	\$ 131.12
Lamp, 150 watt HPS dual ARC Tubes, Sylvania# LU150/55/SBY, Phillips# C150S55/2, No Substitute	\$ 14.22
Advanced Ballast Kit, 150-55 watt HPS (multi-tap), NO SUBSTITUTE	\$ 121.44
24" Wide Four Circuit Lighting Controller Switch Load Metered, Milbank # CP3B92C10RAOOLKSL1, No Substitute	\$ 7,321.12
24" Wide Four Circuit Lighting Controller Switch Load No Meter, CP3B02110MAOOLKSL1, No Substitute	\$ 7,135.56
24" Wide Four Circuit Lighting Controller Metered, Milbank # CP3B92C19RAOOLKSP1, No Substitute	\$ 5,256.67

24" Wide Four Circuit Lighting Controller No Meter, Milbank # CP3B02119MAOOLKSP1	\$ 6,954.45
16" Wide Four Circuit Lighting Controller Switch Load Metered, Milbank # CP3B92C10PAOOLKSL1, No Substitute	\$ 6,763.34
16" Wide Four Circuit Lighting Controller Switch load No Meter, Milbank # CP3B02110EAOOLKSL1, No Substitute	\$ 6,498.89
16" Wide Four Circuit Lighting Controller Metered, Milbank # CP3B92C19PAOOLKSP1, No Substitute	\$ 6,387.78
16" Wide Four Circuit Lighting Controller No Meter, Milbank # CP3B02119EAOOLKSP1, No Substitute	\$ 6,092.23
Metered Signal Power Supply Cabinet, Pacific Utility Products # USPAR-M2100-108C-OLA-AL, (NO SUBSTITUTE)	\$ 2,133.34
Metered Street Lighting Power supply Cabinet, Pacific Utility Products# USPAR-M2200-100-OLA-AL, (NO SUBSTITUTE)	\$ 1,683.34
24" Wide Four Circuit Lighting Controller Switch Load Metered, Pacicfic Utility Products # USP24R- M2200-12020C-OLA2-AL, (NO SUBSTITUTE)	\$3,000.00
24" Wide Four Circuit Lighting Controller Switch Load No Meter, Pacific Utility Products # USPU24R- M2200-12020C-OLA2-AL, (NO SUBSTITUTE)	\$ 3,283.34

\$ 4,366.67
\$ 4,655.56
\$ 10.34
\$ 15.55
\$ 64.56
\$ 118.06
\$ 20.00
\$ 23.34
\$ 14.27
\$ 9.00
\$ 54.79
\$ 28.68
\$ 33.64
\$ 26.65
\$ 30.54

Fuse, 8 amp KTK, Edison #MCL8 or equal	\$ 22.67
Channell - Type 2 Junction Box	\$ 354.89
Channell - Type 3 Junction Box	\$ 369.12
Oldcastle - Duralite Type 2 Junction Box	\$ 437.15
Oldcastle - Duralite Type 3 Junction Box	\$ 551.79



# **INVITATION FOR BID**

# **Streetlight Supplies**

Date of Issuance: August 18, 2025 Bid Number: IFB-25-0094

Response Deadline Date: **September 15, 2025** Time: **10:00 AM (CST)** 

Questions regarding this invitation should be directed to <a href="https://olatheks.bonfirehub.com/">https://olatheks.bonfirehub.com/</a>
The deadline for receipt of questions from bidders is close of business on September 11, 2025

X Supplier is sub	mitting a firm bid which is not revocable fo	r ninety (90) da	ays.
Supplier is not	submitting because		
Bidder's Name:	Angela Livingston	Phone No.:	<u>913-2</u> 86-3283
Company Name:	Anixter Inc., a subsidiary of Wesco Distribution Inc.	Fax No.:	
Address:	<u>22614</u> W 167th St	Email:	angela.livingston@anixter.com
City, State, Zip:	<u>Olathe</u> , KS 66062		

#### CITY OF OLATHE, KS

#### INTENT

The intent of this Invitation for Bids is to contract with vendors who can provide streetlight poles, bases, LED lighting, and related supplies on an as-needed basis for the Traffic Operations Division of Infrastructure. These items will be purchased in estimated annual quantities, as requested, to maintain streetlights within the City limits.

#### **RESPONSE DOCUMENTS**

The following documents must be downloaded, completed, and uploaded to <a href="https://olatheks.bonfirehub.com/">https://olatheks.bonfirehub.com/</a> to provide a complete bid response package:

- Affidavit signed and notarized.
- City's General Terms and Conditions signed.
- IFB document, all response fields completed.
- Warranty information

#### **INQUIRIES**

Questions regarding this Invitation for Bid must be submitted to <a href="https://olatheks.bonfirehub.com/">https://olatheks.bonfirehub.com/</a>. The deadline for receipt of questions from bidders is 5:00 PM (CST) September 11, 2025. No further questions or clarifications will be provided after that date.

No communication regarding this IFB should be directed to any other City official or employee. All queries will be responded to <a href="https://olatheks.bonfirehub.com/">https://olatheks.bonfirehub.com/</a> in the form of written addenda and posted.

Respondents shall include confirmation of the receipt of any addenda with their bids. Failure to do so could result in your bid being deemed non-responsive.

#### **EVALUATION CRITERIA**

The award will be made to the lowest most responsive and responsible bidder, which will be judged based on price, conformance to specifications, experience providing like work, proposed completion time, past vendor performance, quality of product, payment terms, references, and in the best interest of the City of Olathe, all factors being considered. The City reserves the right to award this bid in whole or in part.

#### MANUFACTURER'S CERTIFICATION

The City reserves the right to request from vendors a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in the rejection of your bid or default termination of contract for which vendor must bear full liability.

#### **STANDARD FEATURES**

All equipment furnished under this contract shall be new, unused, and the manufacturer's current production model. The omission of any standard feature description shall not relieve the bidder from the responsibility of furnishing equipment complete with all standard features of the manufacturer's latest improved model in current production as offered to commercial trade. The equipment shall conform in strength, quality of material, and workmanship to that provided by the best manufacturing and engineering practices of the industry. Machine modifications to meet operational requirements of this specification shall be limited to the manufacturer published standard and optional equipment. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, REMANUFACTURED, RECONDITIONED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

#### **DESCRIPTIVE LITERATURE**

Bidder shall submit with your bid the latest printed literature, PDF or equal, and manufacturer's specifications on the equipment you propose to furnish. This literature is for information purposes only. It does not relieve the bidders of the responsibility to respond to the specifications indicated herein.

#### **WARRANTY**

The City requires a minimum one-year warranty on all equipment. If the manufacturer's warranty exceeds this warranty, then the manufacturer's warranty shall be in effect. The warranty shall begin on the date the unit is determined to meet specifications and is accepted by the City. A copy of the manufacturer's warranty must be included with your bid submittal. All warranty work shall be done locally. Failure to provide this information may result in the rejection of your bid.

#### CITY OF OLATHE, KS

Comply: X	Exception:
EXTENDED WARR	ANTIES
Bidders are requir	ed to include details and pricing on all available extended warranties with their bid submittal.
Comply: <u>X</u>	Exception:

#### **CITY OF OLATHE INSURANCE REQUIREMENTS**

**A. Insurance.** Consultant agrees to secure and maintain throughout the duration of this Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

- **1. Commercial General Liability:** City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability. **Limits:** Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.
- 2. Business Automobile Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

  Limits: Any Auto; OR All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000 Notwithstanding the foregoing, if Consultant does not own any automobiles, then Consultant must maintain Hired and Non-Owned Auto insurance.
- **3. Worker's Compensation and Employer's Liability:** Workers compensation insurance must protect Consultant against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

**4. Professional Liability:** Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000

- **5. Cyber Insurance:** If Consultant has access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must include Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense. Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000
- **B. Exposure Limits.** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Consultant.
- **C. Costs.** The cost of insurance will be included in the Consultant's bid and must be at Consultant's expense. All deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Consultant.

### D. Verification of Coverage

1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the requested coverages.

#### CITY OF OLATHE, KS

- 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
- 3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
- 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverage in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Consultant has provided thirty (30) days' advance written notice to the City.
- F. Subconsultant's Insurance: If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.

# CITY OF OLATHE INSTRUCTIONS TO RESPONDENTS AND GENERAL TERMS AND CONDITIONS

SCOPE: The instructions to respondents and general conditions apply to transactions for material, equipment, supplies or services with an estimated single or combined cost over \$100,000.00. These conditions shall be in force unless otherwise modified by the City in this document. Respondents shall be advised that the City of Olathe is not responsible for the content of any BID package received through any 3<sup>rd</sup> party bid service other than <a href="https://olatheks.bonfirehub.com/">https://olatheks.bonfirehub.com/</a>. It is the sole responsibility of the respondents to ensure the completeness of the documents received from any 3<sup>rd</sup> party source other than <a href="https://olatheks.bonfirehub.com/">https://olatheks.bonfirehub.com/</a>.

#### 2. DEFINITIONS (AS USED HEREIN):

- A. The term "Request for Proposals" means a solicitation of proposals. The acronym "BID" means Request for Proposals.
- B. The term "respondents", "supplier", "Contractor" or "respondent" means the person or organization responding to the Request for Proposals.
- C. The term "Contractor/Respondent" means a person or organization who is the successful respondents and who enters into a contract with the City.
- D. The term "change order" means a written order from the Procurement Manager directing the respondents to make changes to a contract.
- E. The term "City" means the City of Olathe, Kansas.
- F. The term "City Council" means the governing body of the City of Olathe.
- 3. SUBMISSION AND RECEIPT OF PROPOSALS: Proposals shall be submitted in accordance with the specific instructions contained in the BID document. Proposals must be received prior to the specified time of closing as designated in the BID. All references to time shall be Olathe, Kansas time. Late proposals will be rejected.

All proposals will be held in confidence until a contract recommendation has been made or all proposals are rejected. All materials submitted in response to this BID will become the property of the City and may be returned only at the City's option and at the respondent's expense.

Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples will be returned at the respondent's expense unless otherwise specified in the BID. Failure to follow these procedures may be cause for rejection of proposal.

**4. BID DOCUMENT MISTAKES:** (Kansas statues K.S.A. 75-6901 through 75-6906). The respondent shall not be allowed to modify or correct mistakes in the BID document after the closing of the proposal. Failure to respond to the entire proposal may result in declaring the proposal as non-responsive and the proposal may be rejected.

Telephone, fax, e-mail, or verbal alterations of a proposal will not be accepted. A proposal that is in the possession of the Procurement Division may be altered only by submission of an alternate sealed proposal signed by the person authorized for responding, provided it is received prior to the time and date of closing.

Proposals may not be withdrawn after the BID closing time and date if a proposal mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the respondent, the respondent shall request within two (2) business days of the BID closing for the City to consider verification of the mistake. Once a proposal has been verified, it shall be considered submitted as verified.

- **5. ACCEPTANCE OF OFFER:** Proposals submitted shall be considered an offer on the part of the respondents; such offer shall be deemed accepted upon issuance by the City of a Purchase Order, Price Agreement, or other contractual document.
- 6. **PRICING:** Bidder proposes to furnish and deliver items ordered from this bid F.O.B. Olathe, Kansas. Pricing shall include all travel, shipping, freight, surcharges, and handling costs. Bidder signifies that they have read all bid documents and are providing detailed, expressed warranties with this bid. It shall be unacceptable for any bidder to make the statement "see specifications" instead of listing all exceptions and additions in the specifications of this bid document. Bidders shall enter unit pricing on

https://olatheks.bonfirehub.com/
where indicated. Failure to provide any requested information may result in rejection of your bid.

- 7. **FIRM PRICES:** The respondents warrant that prices, terms, and conditions quoted in their proposal will be firm for acceptance for a period of not less than ninety (90) days from the closing date unless otherwise specified in the BID. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.
- **8. F.O.B. OLATHE, KANSAS:** Unless otherwise specified in the BID, all prices quoted by the respondents must be F.O.B. Olathe, Kansas with all delivery, handling, surcharges, and other charges included in the proposed price. Failure to do so may cause rejection of proposal.
- **9. THIRD PARTY FREIGHT SERVICE:** The City of Olathe may, at its discretion, use a third-party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
- **10. DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise specified in the BID, discounts offering 10 days or more will be taken by the City's Accounts Payable Division with payment being made on the nearest pay period subsequent to receipt, inspection, and acceptance of articles, and receipt of correct invoice(s).
- 11. VARIATIONS OF SPECIFICATIONS: For purposes of evaluation, respondents must indicate any variances from stated specifications or requirements, terms or conditions, <u>no matter how slight</u>. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with the City's specifications.
  - In the event that satisfactory proposals are not received, the City reserves the right to consider alternate proposals containing deviations from stated specifications as non-responsible.
- **12. QUALITY:** Unless otherwise specified in the BID, all materials used in the manufacture or construction of supplies, materials, or equipment covered by this BID shall be new, of the latest make or model, the best quality, and highest-grade workmanship currently available.
- 13. ACCEPTANCE OF MATERIAL: The material delivered under this proposal shall remain the property of the respondents until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein, and fully comply with the specifications. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the respondents and return product to respondents at the respondent's expense.
- **14. DELIVERY:** Respondents shall indicate the number of days required to make delivery and provide installation or to complete service after receipt of a purchase order or contract. Delivery time may be considered in making an award.
- **15. COPYRIGHT OR PATENT RIGHTS:** Respondents warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the proposal and respondents agrees to hold the City harmless from any and all liability, loss or expense occasioned by any such violation.
- **16. TAXES:** The City of Olathe is exempt from any taxes imposed by the State and Federal Government. Exemption certificates will be provided upon request; Kansas Tax Exempt No. KS6XLFHVA1, Exp. 10/01/2020.
- 17. CITY ORDINANCE #3.50.140 LOCAL PREFERENCE STANDARDS: For supplies, materials, and equipment acquired through bids, where an award is to be made to the lowest responsive and responsible bidder, a bid from a local business may be selected over the lowest responsive and responsible bid only if:
  - A. The bid from the local business is responsive and responsible;

- B. The quality, suitability, and usability of the supplies, materials, and/or equipment are equal to that of the lowest responsible bidder; and
- C. The amount of the bid of the local business does not vary more than two percent (2%) and does not exceed Five Thousand Dollars (\$5,000) above the amount of the lowest responsible bid. Such a variance shall be calculated based on the total contract price.

The local preference described in this Section shall not apply to bids in which federal funds or other governmental funds are used when the use of such funds prohibits the application of local preference policies.

18. PERSONNEL PRACTICES: Respondents must comply with K.S.A... 44-1030 et. seq., mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) precludes discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) require solicitations or advertisements for employees include the phrase "equal opportunity employer"; and (3) allows the City to terminate their contract for default if provisions of the act are violated.

Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this contract as a matter of concern to the City, since such discrimination threatens not only the rights and privileges of the inhabitants of the City but menaces the institutions and foundations of a free democratic state. The affirmative action program is designed to ensure a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to race, color, creed or religion, physical handicap, national origin or sex.

All respondents who are awarded a Class I Contract (\$10,000 or more in aggregate) are required to complete a Questionnaire on Personnel Practices for the City's Office of Fair Housing and Equal Opportunity, 200 West Santa Fe, Olathe KS 66061, 913-971-6493. Form must be completed and approved by the FHEO before contract for goods or services is in effect. Approved respondents will be issued a certification number by FHEO. Certification must be renewed annually.

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The respondents shall establish appropriate procedures and controls so no services or products in response to this BID will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 19. W-9 REQUIREMENT: The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all respondents that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the respondents so the City can correctly report to the IRS all funds paid to the respondents. A W-9 Form must be completed as a part of the respondent's registration process on <a href="mailto:app.Negometrix.com">app.Negometrix.com</a>. Form W-9 can also be found at <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>. No payment shall be made to respondents without a current W-9 form being filed with the City of Olathe.
- **20. PURCHASING CARDS:** The City of Olathe has implemented a procurement card program to streamline its purchasing process and to expedite payments to its suppliers. We encourage your acceptance of the City's VISA P-card. Payments made to the successful respondent of this solicitation process will, if at all possible, be by use of a VISA Purchasing Card.
- 21. PAYMENT: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Division, <a href="mailto:apolathe@olatheks.org">apolathe@olatheks.org</a> or mail to PO Box 768, Olathe KS 66051-0768. Normal pay periods for the City is every other Friday.
- 22. INVOICING All invoices submitted for payment must be itemized to include a detailed breakdown of all items, name of person who placed order, location of work to be performed and work order number and equipment unit number. Invoices must not exceed original estimate unless prior authorization has been given by the department supervisor or their designee. The invoice shall be mailed to the attention of Accounts Payable, PO Box 768, Olathe KS 66051-0768 or emailed to: apolathe@olatheks.org

23. PAYMENT TERMS: The City of Olathe will only accept payment terms of Net 30 days.

INVOICES MUST BE SUBMITTED TO <u>APOLATHE@OLATHEKS.ORG</u> WITHIN 30 DAYS OF COMPLETED WORK. Failure to submit invoices in a timely manner may result in payments being delayed.

	Will your company accept the City's VISA P-Card for payment without additional cost? Yes X No:
24.	COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT: If the City of Olathe awarded you the proposed Contract, you hereby agree to sell, under the prices and terms of this Contract, to any Municipal, County, Public Utility, Hospital, or Educational Institution located within the Greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligations on the part of any member of such chapter to utilize this Contract). (Check One) Yes X No Minimum order if, applicable \$ 350 Pricing for cooperative purchases will remain in effect through 90 days or more
25.	<b>INDEMNITY:</b> Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm, or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
	Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend, and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.  Comply: X Exception:
26	COVERNING LAW: Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the

- **26. GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the state of Kansas.
- **27. ESCALATION/ DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
  - A. Respondents shall give written notice to the Procurement Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
  - B. Such notice must be accompanied by a copy of the supplier's notification to the respondents of a justifiable price change.
  - C. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
  - D. The approved price change shall be honored for all orders received by the respondents after the effective date of such price change.
  - E. Approved price changes are not applicable to orders already issued and in process at time of price change.
  - F. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to price increase after reasonable notice and during normal business hours.
  - G. The Procurement Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
  - H. If any proposed increase is found unacceptable, the Procurement Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
  - I. Respondents must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Respondents will put the Procurement Manager on the mailing lists for such publications so the Procurement Manager can monitor said changes. Such membership will be at no cost to the City.
  - J. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled, and a new contract will be solicited.
- **28. ADDITIONAL INFORMATION:** Additional information may be obtained from the Procurement Division Office at (913) 971-9005 or www.olatheks.org.

By signing below, I hereby acknowledge that I have reviewed, understand, and agree to be bound by all terms and conditions set forth above.

By: <u>Ongela Xivingston</u>

Printed Name: <u>Angela Livingston</u>

Title: <u>Sr. Inside Sales Rep</u>

Firm Name: Anixter Inc., a subsiduary of Wesco Distribution Inc.

Address: 22614 W 167th St, Olathe, KS 66062

### CITY OF OLATHE, KANSAS AFFIDAVIT

STATE OF KS)							
COUNTY OF <u>Johns</u> on	a subsidiary of Wesco						
Gounty of, State of, Johnson County, State being duly sworn on her or his oath, states;	of KS						
That I am the(Title) of(Firm Name), That and have been authorized by said firm to make this affidavit of the said firm to make the said	I am the Sr. Manager - Sales of Anixter Inc. on its behalf;						
(Check the box the applies)  No officer, agent or employee of the City of Olathe, Kansas is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to any solicitation issued by the City of Olathe;  OR  The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);							
3. (Check the box that applies)  X If firm were awarded any contract, job work, or servi of the City would be financially interested in or receive any b  OR  The following officer(s), agent(s), or employee(s) of the city would be contracted in the city would be city wou	ce for the City of Olathe, Kansas, no officer, agent or employee enefit from the profit or payments of such;  the City of Olathe would be financially interested in or receive a work, or service provided to the City of Olathe: (list all such						
<ol> <li>Firm has not participated in collusion or committed any ac anyone's response or lack of response any solicitation issued</li> </ol>	t in restraint of trade, directly or indirectly, which bears upon by the City of Olathe.						
Anixter Inc (Firm Name)	Federal Tax ID # 36-2361285						
By: (Signature)	Subscribed and sworn before me this Oth 1817 day of						
Matt Valentine (Printed Name)	August 20 25						
Sr. Manager - Sales (Title)	<u> wel</u>						
Mailing Address PO Box 842584	NOTARY PUBLIC in and for the County of TON NGO						
City, State, Zip Code Dallas, TX 75284-2584 State of Kansus							
Phone 913-981-3669 Fax	My commission expires: 11-92-27						
aril matt valentine@anixter.com							

DIANA GLOECKLER
Notary Public-State of Kansas
My Appt. Expires

www.anixterpowersolutions.com

Phone: 913.202.6945 Fax: 913.281.7767

**CITY OF OLATHE - PUBLIC WORKS** Issued Date: Sep 12, 2025 **CITY OF OLATHE - PUBLIC WORKS** 

1385 S Robinson St Drive

**Olathe, KS 66061 SCOTT BURTON** 

Attn: Phone: 913-971-6015

Fax:

To:

Expiration Date: Sep 27, 2025

Sales Contact: **Emily Strayhall** 

> (P) (F)

emily.strayhall@wescodist.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		GCL2-80J-MV-50K-xx-XX-29 GCL2-80J-MV-50K-xx-XX-295-PCR7-CR-RWG-SC	1	500.000	EA	500.00
		DEL: 6-8 weeks				
2		<b>ATB2-P602-MVOLT-XX-5K-P7</b> ATB2-P602-MVOLT-XX-5K-P7-SH -	1	425.560	EA	425.56
		DEL: 4-5 weeks				
3		GCM2-60J-MV-XX-XX-155-PC GCM2-60J-MV-XX-XX-155-PCR7-CR-RWG-SC-	1	278.890	EA	278.89
		DEL: 6-8 weeks				
4		GCJ4-30J-MV-30K-xx-XX-13 GCJ4-30J-MV-30K-xx-XX-135-PCR7-CR-RWG-SC-	1	250.000	EA	250.00
		DEL: 6-8 weeks				
5		ATBM-P10-MVOLT-X-5K-XX-P7-AO ATBM-P10-MVOLT-X-5K-XX-P7-AO	1	257.780	EA	257.78
		DEL: 4-5 weeks				
6		ATBM-P40-MVOLT-X-5K-XX-P ATBM-P40-MVOLT-X-5K-XX-P7-AO -	1	277.780	EA	277.78
		DEL: 4-5 weeks				
7		<b>AR13-10M2-MV-xx-X-XX-700-PCR7</b> AR13-10M2-MV-xx-X-XX-700-PCR7	1	621.120	EA	621.12
		DEL: 6-8 weeks				
8		<b>AR13-18M2-MV-xx-X-XX-700</b> AR13-18M2-MV-xx-X-XX-700-PCR7	1	753.340	EA	753.34
		DEL: 6-8 weeks  NOTE: \$42 additional fee if Arieta Fixture Round Pole Adaptor is needed.				



Phone: 913.202.6945 Fax: 913.281.7767

Quotation: U00788614.00 www.anixterpowersolutions.com CustLine **Product and Description** Quantity Price Unit Extended Item 9 25.560 DLL127-1.5-J50 50 FΑ 1.278.00 PHOTOCONTROL LED GREEN LONG LIFE **DEL: 12-13 weeks** NOTE: MOQ: 50 10 ATB0-P303-MVOLT-XX-5K-P7 1 275.560 EΑ 275.56 ATB0-P303-MVOLT-XX-5K-P7-SH DEL: 4-5 weeks GCJ2-20H-MV-WW-xx-XX-1A-1 211.120 FΑ 211.12 11 GCJ2-20H-MV-WW-xx-XX-1A-PCR7-CR-RWG-SC -DEL: 6-8 weeks 12 PTC-S-F-N-S-60J-MV-30K-2 538.890 EΑ 538.89 1 PTCSFNS60JMV30K2BK110PCR7CROL10PT10C DFI: 6-8 weeks 13 K596-P4NL-XX-100(SSL)-70 1 1.272.230 FΑ 1.272.23 K596P4NLXX100(SSL)7030120/277K24PR7-3K-#13 DEL: 13-17 weeks 697.780 FΑ 697.78 14 Kit-KCK56-P4-III100(SSL) 1 120:277-3K-WS-; LED CONVERSION KIT DEL: 13-17 weeks K56-C-P-P4AR-III-100(SSL 15 1,655.560 EΑ 1,655.56 1 -7030120/2774KWSKPL20PR7-#6; LI FIX DECOR K56 DEL: 13-17 weeks 1 16 K56-C-P-P4AR-III-100(SSL 1,557.780 EΑ 1,557.78 -7030-120/277-3K-WS S/F KPL20-PR7; 127th ST FIX DEL: 13-17 weeks 17 KPL20-PR7-C/W EΑ 1 No Quote Arm/Shorting Cap DEL: N/A NOTE: Included in Kit on Line 14. 18 SCL2-SPMU-BZ-T3 1 3,355.560 EΑ 3,355.56 NW-00 SIDE POLE MNT UNI BRZ TYPE3 400K D2D DEL: 2-3 weeks



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Phone: 913.202.6945 Fax: 913.281.7767

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
19		HMLED4-P3-50K-HVOLT-HGR- HMLED4P350KHVOLTHGRAWLTCHCRPR7DFDAOSH	1	1,534.450	EA	1,534.45
		DEL: 4-5 weeks				
20		140030605T4A STREETLIGHT POLE 14' AL NO POWDER COAT TYPE OL14	1	902.230	EA	902.23
		DEL: 16-18 weeks				
21		200045605T4A STREETLIGHT POLE 20' AL 15" ARM NO POWDER COAT TYPE OL20-15	1	1,432.230	EA	1,432.23
		DEL: 16-18 weeks				
22		200045605T4A STREET LIGHT POLE 20' AL 6" ARM NO POWDER COAT TYPE OL20-6	1	1,432.230	EA	1,432.23
		DEL: 16-18 weeks				
23		<b>270645706T4C</b> STREETLIGHT POLE 30' AL 6' ARM NO POWDER COAT TYPE OL301-6;	1	1,794.450	EA	1,794.45
		DEL: 16-18 weeks				
24		270645706T4C STREETLIGHT POLE 30' AL 8' ARM NO POWDER COAT TYPE OL301-8	1	1,794.450	EA	1,794.45
		DEL: 16-18 weeks				
25		<b>260860806T4A</b> STREETLIGHT POLE 30' AL 10' ARM TRUS NO POWDER TYPE OL302-10	1	1,924.450	EA	1,924.45
		DEL: 16-18 weeks				
26		<b>260860806T4A</b> STREETLIGHT POLE 30' AL 12' ARM TRUS NO POWDER TYPE OL302-12	1	1,924.450	EA	1,924.45
		DEL: 16-18 weeks				
27		270645806T4A STREETLIGHT POLE 30' AL 6' ARM TWIN NO POWDER TYPE OL303-6-6	1	1,924.450	EA	1,924.45
		DEL: 16-18 weeks				



Phone: 913.202.6945 Fax: 913.281.7767

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CustLine **Product and Description** Quantity Price Extended Item Unit 28 270645806T4A 1 1.924.450 FΑ 1,924.45 STREETLIGHT POLE 30' AL 8' ARM TWIN NO POWDER TYPE OL303-8-8 DEL: 16-18 weeks 29 370645807T4B 1 2,600.000 EΑ 2,600.00 STREETLIGHT POLE 40' AL 6' ARM NO POWDER TYPE OL401-6 DEL: 16-18 weeks 30 370645807T4B 2,600.000 2,600.00 1 EΑ STREETLIGHT POLE 40' AL 8' ARM NO POWDER **TYPE OL401-8** DEL: 16-18 weeks 31 2.711.120 FΑ 2.711.12 360860807T4E 1 STREETLIGHT POLE 40' AL 10' ARM TRUS NO POWDER TYPE OL402-10 DEL: 16-18 weeks 32 1 360860807T4E 2,711.120 EΑ 2,711.12 STREETLIGHT POLE 40' AL 12' ARM TRUS NO POWDER TYPE OL402-12 DEL: 16-18 weeks 33 370645807T4B 1 2,600.000 EΑ 2,600.00 STREETLIGHT POLE 40' AL 6' ARM TWIN NO POWDER TYPE OL401-6-6 DEL: 16-18 weeks 34 370645807T4B 1 2.600.000 EΑ 2.600.00 STREETLIGHT POLE 40' AL 8' ARM TWIN NO POWDER TYPE OL401-8-8 DEL: 16-18 weeks 35 360860107T4F 1 3,201.120 EΑ 3,201.12 STREETLIGHT POLE 40' AL 8' ARM TWIN TRUS NO PWDR TYPE OL403-8-8 DEL: 16-18 weeks



Phone: 913.202.6945 Fax: 913.281.7767

wv	www.anixterpowersolutions.com Fax: 913.281.7767 Que					88614.00
Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
36		<b>360860107T4F</b> STREETLIGHT POLE 40' AL 12' ARM TWIN TRUS NOPWDR TYPE OL403-12-12	1	3,201.120	EA	3,201.12
		DEL: 16-18 weeks				
37		140030605T4A STREETLIGHT POLE 14' AL 15" ARM POWDER TYPE OL-14 BLACK	1	950.000	EA	950.00
		DEL: 16-18 weeks				
38		270645706T4C STREETLIGHT POLE 30' AL 6' ARM POWDER TYPE OL301-6 BLACK	1	1,886.670	EA	1,886.67
		DEL: 16-18 weeks				
39		270645706T4C STREETLIGHT POLE 30' AL 8' ARM POWDER TYPE OL301-8 BLACK	1	1,886.670	EA	1,886.67
		DEL: 16-18 weeks				
40		260860806T4A STREETLIGHT POLE 30' AL 10' ARM TRUS POWDER TYPE OL302-10 BLACK	1	2,027.780	EA	2,027.78
		DEL: 16-18 weeks				
41		<b>260860806T4A</b> STREETLIGHT POLE 30' AL 12' ARM TRUS POWDER TYPE OL302-12 BLACK	1	2,027.780	EA	2,027.78
		DEL: 16-18 weeks				
42		<b>270645806T4A</b> STREETLIGHT POLE 30' AL 6' ARM TWIN POWDER TYPE OL303-6-6 BLACK	1	1,911.120	EA	1,911.12
		DEL: 16-18 weeks				
43		<b>270645806T4A</b> STREETLIGHT POLE 30' AL 8' ARM TWIN POWDER TYPE OL303-8-8 BLACK	1	1,911.120	EA	1,911.12

DEL: 16-18 weeks



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		owersolutions.com				
Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
44		<b>370645807T4B</b> STREETLIGHT POLE 40' AL 6' ARM POWDER TYPE OL401-6 BLACK	1	2,750.000	EA	2,750.00
		DEL: 16-18 weeks				
45		<b>370645807T4B</b> STREETLIGHT POLE 40' AL 8' ARM POWDER TYPE OL401-8 BLACK	1	2,750.000	EA	2,750.00
		DEL: 16-18 weeks				
46		360860807T4E STREETLIGHT POLE 40' AL 10' ARM TRUS POWDER TYPE OL402-10 BLACK	1	2,851.120	EA	2,851.12
		DEL: 16-18 weeks				
47		360860807T4E STREETLIGHT POLE 40' AL 12' ARM TRUS POWDER TYPE OL402-12 BLACK	1	2,851.120	EA	2,851.12
		DEL: 16-18 weeks				
48		<b>370645807T4B</b> STREETLIGHT POLE 40' AL 6' ARM TWIN POWDER TYPE OL401-6-6 BLACK	1	2,750.000	EA	2,750.00
		DEL: 16-18 weeks				
49		<b>370645807T4B</b> STREETLIGHT POLE 40' AL 18' ARM TWIN POWDER TYPE OL401-8-8 BLACK	1	2,750.000	EA	2,750.00
		DEL: 16-18 weeks				
50		360860107T4F STREETLIGHT POLE 40' AL 8' ARM TWIN TRUS POWDER TYPE OL403-8-8 BLACK	1	3,380.000	EA	3,380.00
		DEL: 16-18 weeks				
51		<b>360860107T4F</b> STREETLIGHT POLE 40' AL 12' ARM TWIN TRUS POWDER TYPE OL403-12-12 BLACK	1	3,380.000	EA	3,380.00
		DEL: 16-18 weeks				
52		1HS23815B45 15" MOUNTING BRACKET	1	194.450	EA	194.45
		DEL: 16-18 weeks				



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www.anixter	rpowersolutions.com	Que	otation:	U007	88614.00
Item CustLine	e Product and Description	Quantity	Price	Unit	Extended
53	MA0630B45B 6' MAST ARM NO POWDER	1	302.230	EA	302.23
	DEL: 16-18 weeks				
54	MA0830B45D 8' MAST ARM NO POWDER	1	295.560	EA	295.56
	DEL: 16-18 weeks				
55	TA0839B60K 8' TRUSS ARM NO POWDER	1	521.120	EA	521.12
	DEL: 16-18 weeks				
56	TA1039B60K 10' TRUSS ARM NO POWDER	1	572.230	EA	572.23
	DEL: 16-18 weeks				
57	TA1239B60K 12' TRUSS ARM NO POWDER	1	644.450	EA	644.45
	DEL: 16-18 weeks				
58	MA0630B45B 6' MAST ARM POWDER COAT	2	311.120	EA	622.24
	DEL: 16-18 weeks				
59	MA0830B45D 8' MAST ARM POWDER COAT	2	308.890	EA	617.78
	DEL: 16-18 weeks				
60	TA0839B60K 8' TRUSS ARM POWDER COAT	1	533.340	EA	533.34
	DEL: 16-18 weeks				
61	TA1039B60K 10' TRUSS ARM POWDER COAT	2	588.890	EA	1,177.78
	DEL: 16-18 weeks				
62	TA1239B60K 12' TRUSS ARM POWDER COAT	2	664.450	EA	1,328.90
	DEL: 16-18 weeks				



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CustLine **Product and Description** Quantity Price Unit Extended Item 63 877.780 FΑ 07R115125B9K 1 877.78 9" BREAKAWAY BASE CS300 TBASE 11.5"-12.5" KANSAS 7" 9" DEL: 16-18 weeks 10 EΑ 64 08R115125B9K 877.780 8,777.80 9" BREAKAWAY BASE CS370 TBASE 11.5"-12.5" **KANSAS 8"9"** DEL: 16-18 weeks 10R145153B9K 65 930.000 3,720.00 4 EΑ 15" BREAKAWAY BASE M093 TBASE 14.5"-15.3" KANSAS 10" 9" DEL: 16-18 weeks 66 2 888.890 FΑ 07R115125B9K 1.777.78 9" BREAKAWAY BASE CS300 TBASE 11.5"-12.5" PWDR **KANSAS 7" 9"** DEL: 16-18 weeks 67 10 EΑ 08R115125B9K 888.890 8,888.90 9" BREAKAWAY BASE CS370 TBASE 11.5"-12.5" PWDR **KANSAS 8" 9"** DEL: 16-18 weeks 68 10R145153B9K 4 951.120 EΑ 3,804.48 15" BREAKAWAY BASE M093 TBASE 14.5"-15.3" PWDR KANSAS 10" 9" DEL: 16-18 weeks 69 Type R 1 491.120 EΑ 491.12 BASE HELIX BASE 14'/20' POLE DEL: 1-2 weeks 70 **T1S** 1 594.450 EΑ 594.45 BASE HELIX BASE 30' POLE DEL: 1-2 weeks 71 F1/2S 722.230 EΑ 722.23 1 BASE HELIX BASE 40' POLE DEL: 1-2 weeks



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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
72		30006060S4  DECORATIVE STREETLIGHT POLE 30'X6"X3188  ROUND STRAIGHT AL POLE BLACK LESS ANCHOR BOLTS NO DRILLINGS POWDER COAT	1	2,828.890	EA	2,828.89
		DEL: 16-18 weeks				
73		KSB-19-FF-A-23-KPO 127th STREETLIGHT POLE DECORATIVE	1	6,156.670	EA	6,156.67
		DEL: 13-17 weeks				
74		KA32-T-2-6-KPL20-PR7 127th STREET LT DBL ARM, DECORATIVE	1	1,025.560	EA	1,025.56
		DEL: 13-17 weeks				
75		KA32-T-1-6-KPL20-PR7 127th STREET LT SNGL ARM, DECORATIVE	1	561.120	EA	561.12
		DEL: 13-17 weeks				
76		NYA 25 SL5 17S PLN BWKT DOWNTOWN DECORATIVE POLE	1	5,035.570	EA	5,035.57
		DEL: 7-9 weeks				
		<b>NOTE:</b> Old P/N: NYA25L5J17P08BK-PROV; Check specs provided.				
77		BHC 72IN 1A TN SL5 BK  DOWNTOWN DECORATIVE POLE	1	1,057.630	EA	1,057.63
		DEL: 7-9 weeks				
		<b>NOTE:</b> Old P/N: SLBHC/60/1CASL5D1-MOD; Check specs provided.				
78		SP-6205-GLV CABLE RETAINER ASSY 8" FOUNDATION ANCHOR GALV	1	219.740	EA	219.74
		DEL: 6-8 weeks				
79		SP-6200-GLV CABLE RETAINER ASSY 6" FOUNDATION ANCHOR GALV	1	184.870	EA	184.87
		DEL: 6-8 weeks				
80		SP-6405-GLV CABLE RETAINER ASSY 4" FOUNDATION ANCHOR GALV	1	166.600	EA	166.60
		DEL: 6-8 weeks  NOTE: Replaces SP-6224-GLV				

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	CustLine	Product and Description	Quantity	Drice	l lmi4	Extended
Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
81		ANTITHEFTGTYPER  10" ANTI THEFT PREVENTION PLATE	1	122.230	EA	122.23
		DEL: 1-2 weeks				
82		ANTITHEFTGZTF1 12" ANTI THEFT PREVENTION PLATE	1	122.230	EA	122.23
		DEL: 1-2 weeks				
83		ANTITHEFTGTYPE860F2 15" ANTI THEFT PREVENTION PLATE	1	131.120	EA	131.12
		DEL: 1-2 weeks				
84		<b>C150S55/ALTO</b> LAMP 150W HPS MOGUL BASE ED23-1/2 S55 36874-6	1	14.220	EA	14.22
		STD PKG: 12				
		DEL: 1-2 weeks  NOTE: Replacement P/N for C150S55/2				
85		<b>71A8172-001D</b> BALLAST 150W HPS	1	121.440	EA	121.44
		DEL: 1-2 weeks				
86		CP3BR1504165OLK	1	7,321.120	EA	7,321.12
		24" WIDE FOUR CIRCUIT LIGHTING CONTRL SWITCH LOAD METERED, GROUP D, CONTROLLER				
		DEL: 13-15 weeks				
		<b>NOTE:</b> Replacement P/N for CP3B92C10RAOOLKSL1; Price offered if quantity 4.				
87		CP3BM1504167OLK	1	7,135.560	EA	7,135.56
		24" WIDE FOUR CIRCUIT LIGHTING CONTRL SWITCH				
		LOAD NO METER, GROUP D, CONTROLLER				
		DEL: 13-15 weeks				
		<b>NOTE:</b> Replacement P/N for CP3B92C19RAOOLKSP1; Price offered if quantity 4.				
88		CP3BR1504169OLK 24" WIDE FOUR CIRCUIT LIGHTING CONTRL METERED	1	5,256.670	EA	5,256.67
		GROUP D, CONTROLLER				
		DEL: 13-15 weeks				
		NOTE: Replacement P/N for CP3B92C19RAOOLKSP1; Price offered if quantity 4.				

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
Item	Ousterne	1 Todact and Description	qualitity	11100	Oint	LAtended
89		CP3BM1504171OLK	1	6,954.450	EA	6,954.45
		24" WIDE FOUR CIRCUIT LIGHTING CONTRL NO METER GROUP D, CONTROLLER				
		·				
		DEL: 13-15 weeks				
		<b>NOTE:</b> Replacement P/N for CP3B02119MAOOLKSP1; Price offered if quantity 4.				
90		CP3BP1504173OLK	1	6,763.340	EA	6,763.34
		16" WIDE FOUR CIRCUIT LIGHTING CONTRL SWITCH				
		LOAD METERED, GROUP D, CONTROLLER				
		DEL: 13-15 weeks				
		<b>NOTE:</b> Replacement P/N for CP3B92C10PAOOLKSL1; Price offered if quantity 4.				
91		CP3BE1504175OLK	1	6,498.890	EA	6,498.89
		16" WIDE FOUR CIRCUIT LIGHTING CONTROLLER				
		LOAD NO METER, GROUP D, CONTROLLER				
		DEL: 13-15 weeks				
		<b>NOTE:</b> Replacement P/N for CP3B02110EAOOLKSL1; Price offered if quantity 4.				
92		CP3BP1504177OLK	1	6,387.780	EA	6,387.78
		16" WIDE FOUR CIRCUIT LIGHTING CONTRL METERED				
		GROUP D, CONTROLLER				
		DEL: 13-15 weeks				
		<b>NOTE:</b> Replacement P/N for CP3B92C19PAOOLKSP1; Price offered if quantity 4.				
93		CP3BE1504179OLK	1	6,092.230	EA	6,092.23
		16" WIDE FOUR CIRCUIT LIGHTING CONTRL NO METER				
		GROUP D, CONTROLLER				
		DEL: 13-15 weeks				
		<b>NOTE:</b> Replacement P/N for CP3B02119EAOOLKSP1; Price offered if quantity 4.				
94		USPAR-M2100-108C-OLA-AL	1	2,133.340	EA	2,133.34
		METERED SIGNAL POWER SUPPLY CABINET GROUP D				
		GROUP D, CONTROLLER				
		DEL: 1-2 weeks				
95		USPAR-M2200-100-OLA-AL	1	1,683.340	EA	1,683.34
		METERED STREETLIGHT POWER SUPPLY CABINET GROUP D				
		GROUP D, CONTROLLER				
		DEL: 1-2 weeks				

22656 W 167th ST OLATHE, KS 66062

Phone: 913.202.6945 Fax: 913.281.7767

913.281.7767 Quotation: U00788614.00 www.anixterpowersolutions.com CustLine **Product and Description** Quantity Extended Price Unit Item 96 USP24R-M2200-12020C-OLA2 1 3.000.000 FΑ 3,000.00 24" WIDE FOUR CIRCUIT LIGHT CONTRL SWITCH LOAD METERED, GROUP D, CONTROLLER DEL: 1-2 weeks 97 USPU24R-M2200-12020C-OLA 1 3,283.340 EΑ 3,283.34 24" WIDE FOUR CIRCUIT LIGHTING CONTRL NO METER GROUP D, CONTROLLER DEL: 1-2 weeks USP24R-M2200-120C-OLA1-A 98 1 4,366.670 EΑ 4,366.67 24" WIDE FOUR CIRCUIT LIGHTING CNTROL METERED GROUP D, CONTROLLER DEL: 1-2 weeks 99 USPU24R-M2200-120C-OLA1-1 4.655.560 FΑ 4.655.56 24" WIDE FOUR CIRCUIT LIGHTING CONTRL NO METER GROUP D. CONTROLLER DEL: 1-2 weeks 100 50 DPF124-1.5-TJ J50 10.340 EΑ 517.00 PHOTO CTRL, LCKNG INCDST 120-240V 1000W DEL: 13-15 weeks NOTE: MOQ: 50 101 5237-UL 15.550 EΑ 15.55 TORK 5237-UL ELECTRONIC INSTANT RESPONSE TURN-LICK LED PHOTOCONTROL DEL: 1-2 weeks NOTE: MOQ: 8 102 UBC-40-0-02-GL-01-2-TR 1 64.560 EΑ 64.56 LIGHT CONTROL SYSTEM SMOKE GREY FINISH ONLY DEL: 1-2 weeks 103 UBC-30-0-01-NA-01-1-BK 1 EΑ No Quote LIGHT CONTROL SYSTEM BLACK FINISH DEL: N/A NOTE: Black finish no longer available. 104 **BNDL-10YR-SERVICES** 1 118.060 EΑ 118.06 10 YEAR SERVICE BUNDLE DEL: 1-2 weeks



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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
105		SLC1/0-3P CONN ST LT 3 TAP	100	20.000	EA	2,000.00
106		DEL: 8-10 weeks  NOTE: MOQ: 100  SLC4A-4P  CONN ST LT 4 TAP	100	23.340	EA	2,334.00
		DEL: 8-10 weeks				
107		CSB 2/0-2 2-2 AL MULTI-TAP ENCAP BLK-1-WAY CONF	100	14.270	EA	1,427.00
108		DEL: 1-2 weeks  NOTE: Must be ordered in quantities of 100.  CSB 4-2  4-2 AL MULTI-TAP ENCAP BLK-2-WAY CONF	100	9.000	EA	900.00
109		DEL: 1-2 weeks  NOTE: Must be ordered in quantities of 100.  65U  BUCHANAN 65U WP CONN KIT	20	54.790	EA	1,095.80
110		DEL: 3-5 weeks  20U  BUCHANAN 20U WP CONN KIT	100	28.680	EA	2,868.00
111		DEL: 1-2 weeks  NOTE: MOQ: 100  RAB-1/0-2  CONN FLOOD SEAL 2WAY 1 3/4"	100	33.640	EA	3,364.00
112		DEL: 16-20 weeks  NOTE: Must be ordered in quantities of 100.  RAB-1/0-3  CONN FLOOD SEAL 3WAY 2 39/64"	25	26.650	EA	666.25
113		DEL: 1-2 weeks  NOTE: Must be ordered in quantities of 25.  RAB-1/0-4  CONN FLOOD SEAL 4WAY #14-1/0  STD PKG: 25  DEL: 1-2 weeks  NOTE: Must be ordered in quantities of 25.	25	30.540	EA	763.50

Quotation: U00788614.00



22656 W 167th ST OLATHE, KS 66062

Phone: 913.202.6945 Fax: 913.281.7767

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Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
114		LP-CC-8 FUSE TIME DELAY 8A 600V	10	22.670	EA	226.70
115		DEL: 2-3 weeks  NOTE: MCL8; MOQ: 10  BULKU111818  TYPE 2 JUNCTION BOX	1	354.890	EA	354.89
116		DEL: 3-4 weeks  BULKU132418  TYPE 3 JUNCTION BOX	1	369.120	EA	369.12
117		DEL: 3-4 weeks  1118-12  DURALITE TYPE 2 JUNCTION BOX	1	437.150	EΑ	437.15
118		DEL: 1-2 weeks  NOTE: Pallet Quantity: 24; MTO/Non-Returnable  1324-18  DURALITE TYPE 3 JUNCTION BOX	1	551.790	EA	551.79
		DEL: 1-2 weeks  NOTE: Pallet Quantity: 8; MTO/Non-Returnable	SECTION	TOTAL:		\$232,900.82
				TOTAL:		\$232,900.82

## **Special Notes**

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THE WESCO TERMS CONDITIONS PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND GOVERN THIS TRANSACTION. Storage transport fees may apply if delivery isn't accepted w/in 90 days of availability. Price subject to change based on duties, freight, tariffs, or supplier increases.

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

Quotation: U00788614.00





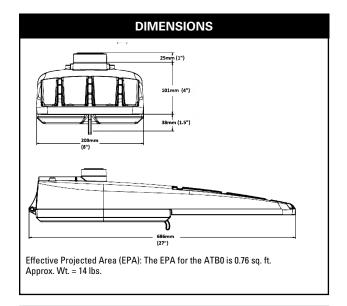


## PRODUCT OVERVIEW



## **Applications:**

Roadways Off ramps Residential streets Parking lots



### **STANDARDS**

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at <a href="www.designlights.org/QPL">www.designlights.org/QPL</a> to confirm which versions are qualified.

Color temperatures of  $\leq$  3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient CSA Certified to U.S. and Canadian standards Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

**GOVERNMENT PROCUREMENT** — BAA – Buy America(n) Act: Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA — Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to  $\underline{www.acuitybrands.com/buy-american} \ for \ additional \ information.$ 

## **Features:**

#### **OPTICAL**

The Autobahn's new molded silicone optics provide exceptional performance. Silicone optics are superior to other polymeric materials in the areas of; optical efficiency, thermal performance, and reduction in dirt accumulation, all of which can lead to long term lumen degradation and a shift in optical distribution. Also, because silicone allows for the molding of fine details as well as thick sections, it produces the most crisp, clean and well-defined lighting distributions available. Silicone optics paired with modern LED's allow the Autobahn to take full advantage of both technologies.

Same Light: Performance is comparable to 100 - 400W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, or optional 2700K, 3000K or 5000K, all 70 CRI minimum

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing. Available in Type II, III, IV, and V roadway distributions.

### **ELECTRICAL**

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected of 40-60% over comparable HID luminaires.

Robust Surge Protection: Two different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available.

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via AO option or controls installed on P7 photocontrol receptacle option.

### **MECHANICAL**

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easily leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 7 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" 0.D.) diameter. Provides a 3G vibration rating per ANSI C136.31

Wildlife shield is cast into the housing (not a separate piece).

### **CONTROLS**

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking style photocontrol - PCSS (10 year rated life) Extreme long life solid state locking style photocontrol - PCLL (20 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.



## ORDERING INFORMATION



LED Performance Package

P201 P202 6.943 lumens nominal 6 10,056 lumens nominal

5.369 lumens nominal

Misc.

HSS

NL

XL

BAA

**BL** External Bubble Level

House-Side Shield

Not CSA Certified

Buy America(n) Act

and/or Build America

**Buy America Qualified** 

Nema Label

P204 12,176 lumens nominal 13,767 lumens nominal

P301 10.367 lumens nominal P302 12,185 lumens nominal 15,351 lumens nominal

P304 17,714 lumens nominal 19,893 lumens nominal

27,091 lumens nominal P456 28,347 lumens nominal

P454

**P457** 29,715 lumens nominal

P451 16.320 lumens nominal

19,087 lumens nominal

23,592 lumens nominal

25,070 lumens nominal

Voltage

MVOLT Multi-volt, 120V - 277V

> 347V<sup>5</sup> 480V5 480

XVOLT 277V-480V<sup>7</sup> **Optics** 

Roadway Type II

Roadway Type III

R3L Roadway Type III Long

Roadway Type IV<sup>3</sup>

Roadway Type V

### **Options**

#### Color Temperature (CCT)

(Blank) 4000K CCT, 70 CRI Min.

27K 2700K CCT, 70 CRI Min.

3K 3000K CCT, 70 CRI Min.

**5K** 5000K CCT, 70 CRI Min.

#### Paint

(Blank) Gray (Standard)

> BK Black

ΒZ Bronze

DDB Dark Bronze

> GI Graphite

WH White

GN Greer

### **Surge Protection**

(Blank) Standard 20kV/10kA SPD<sup>4</sup>

MP MOV Pack 10kV/5kA

### Terminal Block

(Blank) Terminal Block (Standard)

T2 Wired to L1 & L2 Positions

### Controls.

3 Pin NEMA Photocontrol (Blank)

Receptacle (Standard)

7 Pin Photocontrol Receptacle (Dimmable Driver Included) 2

No Photocontrol Receptacle

Field Adjustable Output

Solid State Lighting Photocontrol (120-277V)

Solid State Long Life PCLL Photocontrol

Shorting Cap

#### Packaging

(Blank) Single Unit (Standard)

JP Job Pack (42/Pallet)

### Accessories:

House Side Shields for field installation

ATBOP20XR2R3LR5HSS for use with P201 - P205, R2, R3L & R5

distributions

ATBOP20XR3R4HSS for use with P201 - P205, R3 & R4 distributions

ATBOP30XR2R3LR5HSS for use with P301 - P305, R2, R3L & R5

distributions

ATBOP30XR3HSS for use with P301 - P305, R3 distribution

ATBOP30XR4HSS for use with P301 - P305, R4 distribution

ATBOP45XR2R3LR5HSS for use with P451 - P457, R2, R3L & R5

distributions

ATBOP45XR3HSS for use with P451 - P457, R3 distribution

**Light Trespass Shield** 

ATBOULTS ATBO Universal Light Trespass Shield

#### ATB Decorative Arms (cast aluminum)

ATBODECOS XX ATB Decorative Arm for Square Pole Painted to

match fixture

ATBODECOR XX ATB Decorative Arm for Round Pole Painted to

match fixture

### Universal Arms (steel)

UMR XX 8" Horizontal Arm for Round Pole, Painted to

match Fixture

UMS XX 8" Horizontal Arm for Square Pole, Painted to

UMR GALV 8" Horizontal Arm for Round Pole, Galvanized

UMS GALV 8" Horizontal Arm for Square Pole, Galvanized

### Notes

1 Not available in 347 or 480V.

Not available with NR.

Not available with P451 - P457 performance packages.

4 Not available with P201 performance package + 347V or 480V.

Not available with P456 or P457 performance package options.

6 Not available with XVOLT option.

7 XVOLT not available with P201, P202, P456 or P457 performance packages.



AEL Headquarters, One Lithonia Way, Conyers Georgia 30012 www.americanelectriclighting.com Phone: 1-866-HOLOPHANE Email: TechSupport-Lighting@AcuityBrands.com © 2014-2024 Acuity Brands Lighting, Inc. All Rights Reserved. ATB0 Rev. 08/16/24 Warranty Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

## PERFORMANCE PACKAGE

ATRO	D' ( II (	1	270	00K	300	00K	4000K/	5000K
ATB0	Distribution	Input Watts	Lumens	LPW	Lumens	LPW	Lumens	LPW
	R2		4,983	137	5,473	151	5,488	150
	R3		4,952	136	5,107	140	5,553	152
P201	R3L	36	4,693	130	4,851	135	5,105	142
	R4		5,045	139	5,130	141	5,346	147
	R5	]	5,084	142	5,384	148	5,387	150
	R2		6,429	132	7,100	147	7,203	148
	R3		6,390	131	6,679	137	7,237	148
P202	R3L	49	6,037	123	6,233	127	6,567	134
	R4		6,517	136	6,749	140	6,906	144
	R5		6,560	137	6,988	146	6,951	146
	R2		9,005	130	10,050	144	10,150	147
	R3		8,951	129	9,471	134	10,260	148
P203	R3L	70	8,422	120	8,658	124	9,161	131
	R4		9,494	137	9,673	139	10,060	145
	R5		9,188	134	9,784	142	9,736	142
	R2		11,007	125	11,800	136	12,410	141
	R3		10,940	124	11,490	132	12,470	141
P204		88	10,147	115	10,494	119	11,038	125
	R4		11,485	132	11,900	136	12,170	139
	R5		11,230	131	11,780	137	11,900	138
	R2		12,339	121	12,650	125	13,920	137
	R3		12,264	120	13,110	139	14,130	138
P205	R3L	102	11,346	111	11,794	116	12,341	121
	R4		13,051	130	13,680	136	13,830	138
	R5		12,589	127	13,080	132	13,340	135
	R2		9,527	140	10,450	154	10,460	153
	R3		9,469	139	10,590	158	10,820	158
P301	R3L	67	8,980	134	9,101	136	9,768	146
	R4		9,579	144	10,210	152	10,150	152
	R5		9,720	145	10,370	154	10,300	154
	R2		11,118	135	11,790	142	12,300	149
Bana	R3		11,050	134	12,290	150	12,520	152
P302	R3L	83	10,443	126	10,608	128	11,360	137
	R4		11,589	140	12,720	153	12,280	148
	R5		11,343	137	12,120	147	12,020	145
	R2		14,152	130	15,090	140	15,420	141
Door	R3	100	14,066	131	15,230	142	15,950	148
P303	R3L	106	12,949	122	13,147	124	14,086	133
	R4		14,514	136	15,720	146	15,380	144
	R5		14,439	136	15,140	142	15,300	144
	R2 R3		16,705	130 131	17,180	136	18,010	141
P304		124	16,603		17,890	141	18,230	144
Г304	R3L R4	124	14,961	121	15,146	122	16,274	131
	R5	-	16,845	135 137	18,160	145 142	17,850	143 145
	R2		17,043 18,388	137	17,670 19,720	134	18,060 20,160	136
	R3		18,388	124	20,070	134	20,440	138
P305	R3L	145	16,596	114	16,880	116	18,052	138
1 200	R4	140	18,695	129	20,050	138	19,810	137
	R5		18,761	130	19,350	135	19,880	138
	К5		18,/61	130	19,350	135	19,880	138



Warranty Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

**Note**: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

## PERFORMANCE PACKAGE

ATB0	Distribution	Innut Matta	270	OK .	300	OOK	4000K/	5000K
AIDU	Distribution	Input Watts	Lumens	LPW	Lumens	LPW	Lumens	LPW
	R2		14,827	138	15,760	148	16,570	154
P451	R3	105	14,737	137	16,790	157	16,640	155
F 431	R3L	103	13,754	131	14,188	135	14,961	142
	R5		15,128	144	17,150	162	16,030	153
	R2		18,277	146	18,270	147	19,370	155
P452	R3	125	18,166	146	19,420	151	19,470	156
P432	R3L	120	16,046	128	16,473	132	17,454	140
	R5		18,648	148	19,140	151	19,760	157
	R2		22,227	139	22,570	143	23,900	150
DAEO	R3	150	22,092	139	24,090	151	23,550	148
P453	R3L	159	19,445	122	19,988	126	21,151	133
	R5		22,677	141	23,920	148	24,030	149
	R2	170	24,585	144	23,580	139	25,060	147
DAFA	R3		24,436	143	25,340	148	25,200	148
P454	R3L		20,735	122	21,179	125	22,555	133
	R5		25,084	147	25,360	148	26,580	156
	R2		25,732	138	25,270	136	26,750	143
P455	R3	187	25,576	137	27,430	145	27,020	145
P455	R3L	187	22,224	119	22,310	119	24,174	129
	R5		26,254	143	27,730	149	27,820	152
	R2		27,277	135	26,560	132	28,230	139
DATO	R3	202	27,111	134	28,600	142	28,950	143
P456	R3L	203	23,693	117	23,602	116	25,772	127
	R5		27,830	143	28,740	146	29,490	151
	R2		27,656	131	27,270	130	28,900	137
DAEZ	R3	211	27,488	130	29,750	142	29,680	140
P457	R3L	211	24,223	115	24,158	114	26,349	125
	R5		28,217	137	29,790	146	29,900	145

Note: Individual fixture performance may vary.

ATB0	15C	20C	25C	30C	35C	40C
LLD Multiplier	1.02	1.01	1.00	0.99	0.98	0.97

To calculate the LLD for a temperature other than 25°C, multiply the LLD @ 25°C (shown in the performance package table) by the LLD multiplier for the selected temperature.



## PERFORMANCE PACKAGE

				LLD @ 2!	5°C					
ATB0		, R3 Distributio 000K & 4000K C		R2 27(	, R3 Distributio OOK & 5000K CO	ons CT*	R3L, R4, R5, Distributions Any CCT			
20	50k Hours	75k Hours	100k Hours	50k Hours	75k Hours	100k Hours	50k Hours	75k Hours	100k Hours	
P201	0.96	0.95	0.94	0.92	0.88	0.85	0.92	0.88	0.85	
P202	0.96	0.95	0.94	0.92	0.88	0.85	0.92	0.88	0.85	
P203	0.96	0.95	0.93	0.91	0.88	0.85	0.91	0.88	0.85	
P204	0.96	0.95	0.93	0.91	0.88	0.84	0.91	0.88	0.84	
P205	0.96	0.95	0.93	0.91	0.87	0.83	0.91	0.87	0.83	
P301	0.96	0.95	0.93	0.92	0.88	0.85	0.92	0.88	0.85	
P302	0.96	0.95	0.93	0.92	0.88	0.85	0.92	0.88	0.85	
P303	0.96	0.95	0.93	0.92	0.88	0.84	0.92	0.88	0.84	
P304	0.96	0.95	0.93	0.91	0.87	0.83	0.91	0.87	0.83	
P305	0.96	0.95	0.93	0.9	0.86	0.82	0.9	0.86	0.82	
P451	0.96	0.94	0.93	0.92	0.88	0.85	0.92	0.88	0.85	
P452	0.96	0.94	0.93	0.91	0.88	0.84	0.91	0.88	0.84	
P453	0.96	0.94	0.93	0.91	0.87	0.83	0.91	0.87	0.83	
P454	0.96	0.94	0.93	0.9	0.86	0.82	0.9	0.86	0.82	
P455	0.96	0.94	0.93	0.9	0.85	0.81	0.9	0.85	0.81	
P456	0.94	0.93	0.91	0.89	0.84	0.79	0.89	0.84	0.79	
P457	0.94	0.93	0.91	0.88	0.83	0.79	0.88	0.83	0.79	

<sup>\*</sup> Also includes any custom (non-catalog) CCT



## B.U.G. Ratings

			2700K			3000K		4000/5000K			
ATB0	Distribution	В	U	G	В	U	G	В	U	G	
	R2	1	0	1	2	0	2	2	0	2	
	R3	1	0	1	1	0	1	1	0	1	
P201	R3L	1	0	2	1	0	2	1	0	2	
	R4	1	0	2	1	0	2	1	0	2	
	R5	3	0	1	3	0	1	3	0	1	
	R2	2	0	2	2	0	2	2	0	2	
	R3	1	0	2	1	0	2	1	0	2	
P202	R3L	1	0	2	1	0	2	1	0	2	
	R4	1	0	2	1	0	2	1	0	2	
	R5	3	0	1	3	0	2	3	0	2	
	R2	2	0	2	2	0	2	2	0	2	
	R3	2	0	2	2	0	2	2	0	2	
P203	R3L	2	0	2	2	0	2	2	0	2	
	R4	2	0	3	2	0	3	2	0	3	
	R5	3	0	2	4	0	2	4	0	2	
	R2	3	0	3	3	0	3	3	0	3	
	R3	2	0	2	2	0	2	2	0	2	
P204	R3L	2	0	3	2	0	3	2	0	3	
	R4	2	0	3	2	0	3	2	0	3	
	R5	4	0	2	4	0	2	4	0	2	
	R2	3	0	3	3	0	3	3	0	3	
	R3	2	0	2	2	0	2	2	0	2	
P205	R3L	2	0	3	2	0	3	2	0	3	
. 200	R4	2	0	3	2	0	3	2	0	3	
	R5	4	0	2	4	0	2	4	0	2	
	R2	2	0	2	2	0	2	2	0	2	
	R3	2	0	2	2	0	2	2	0	2	
P301	R3L	2	0	2	2	0	2	2	0	3	
1 001	R4	2	0	3	2	0	3	2	0	3	
	R5	4	0	2	4	0	2	4	0	2	
	R2	3	0	3	3	0	3	3	0	3	
	R3	2	0	2	2	0	2	2	0	2	
P302	R3L	2	0	3	2	0	3	2	0	3	
1 302	R4	2	0	3	2	0	3	2	0	3	
	R5	4	0	2	4	0	2	4	0	2	
	R2	3	0	3	3	0	3	3	0	3	
	R3	2	0	2	2	0	3	2	0	3	
P303	R3L	2	0	3	2	0	3	2	0	3	
1 303	R4	2	0	3	3	0	3	3	0	3	
	R5	4	0	2	4	0	2	4	0	2	
	R2	3	0	3	3	0	3	3	0	3	
	R3	2	0	3	3	0	3	3	0	3	
P304	R3L	3	0	3	3	0	3	3	0	3	
r 30 <del>4</del>	R4	3	0	3	3	0	4	3	0	3	
	R5	4	0	2	4	0	2	4	0		
	R2	3	0	3	3	0	3	3	0	3	
	R3	3					3		-		
Door	R3L		0	3	3	0		3	0	3	
P305		3	0	3	3	0	3	3	0	3	
	R4	3	0	4	3	0	4	3	0	4	
	R5	5	0	3	5	0	3	5	0	3	



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## B.U.G. Ratings

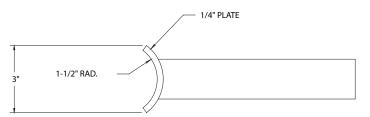
4700	<b>D</b>		2700K			3000K			4000/5000K	
ATB0	Distribution	В	U	G	В	U	G	В	U	G
	R2	3	0	3	3	0	3	3	0	3
D4F1	R3	2	0	2	2	0	3	2	0	3
P451	R3L	2	0	3	3	0	3	3	0	3
	R5	4	0	2	4	0	2	4	0	2
	R2	3	0	3	3	0	3	3	0	3
P452	R3	3	0	3	3	0	3	3	0	3
P40Z	R3L	3	0	3	3	0	3	3	0	3
	R5	5	0	3	5	0	3	5	0	3
	R2	3	0	3	3	0	3	3	0	3
P453	R3	3	0	3	3	0	3	3	0	3
F400	R3L	3	0	3	3	0	3	3	0	4
	R5	5	0	3	5	0	3	5	0	3
	R2	3	0	3	3	0	3	3	0	3
P454	R3	3	0	3	3	0	3	3	0	3
F 404	R3L	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	3	5	0	3
	R2	3	0	3	3	0	3	3	0	3
P455	R3	3	0	3	3	0	4	3	0	4
F400	R3L	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	3	5	0	3
	R2	4	0	4	3	0	3	4	0	4
P456	R3	3	0	4	3	0	4	3	0	4
F 450	R3L	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	4	5	0	4
	R2	4	0	4	4	0	4	4	0	4
P/157	R3	3	0	4	3	0	4	3	0	4
P457	R3L	3	0	4	3	0	4	3	0	4
	R5	5	0	4	5	0	4	5	0	4

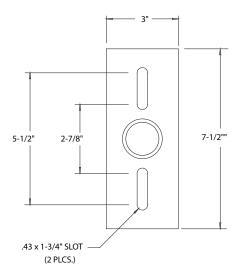


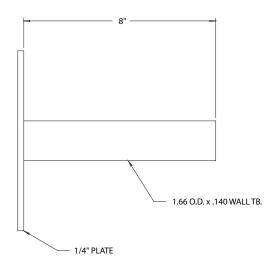
## **Universal Arms (Steel)**

## **UMR POLE ADAPTOR**

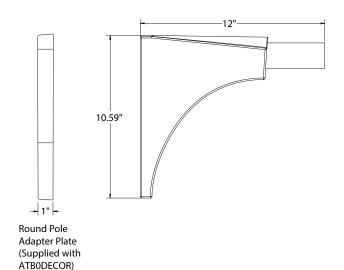
RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER

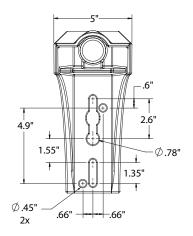


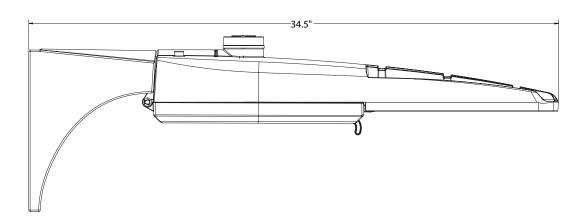




## **ATB Decorative Arms (Cast Aluminum)**







Model	Weight	EPA
ATB0DECOS	6.5 lbs	0.30 ft <sup>2</sup>
ATB0DECOR	8.0 lbs	0.30 ft <sup>2</sup>
ATB0DECOS with ATB0 Luminaire	20.5 lbs	0.90 ft <sup>2</sup>
ATB0DECOR with ATB0 Luminaire	22.0 lbs	0.90 ft <sup>2</sup>



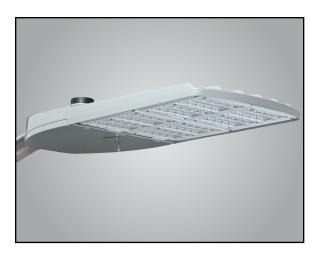






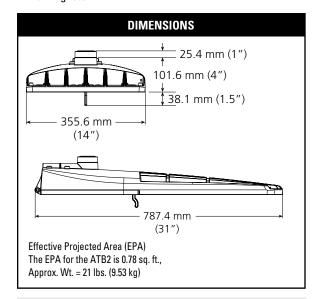


## PRODUCT OVERVIEW



## **Applications:**

Roadways Off ramps Residential streets Parking lots



### **STANDARDS**

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at <a href="https://www.designlights.org/QPL">www.designlights.org/QPL</a> to confirm which versions are qualified.

Color temperatures of  $\leq$  3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient. CSA Certified to U.S. and Canadian standards Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

**GOVERNMENT PROCUREMENT** — BAA – Buy America(n) Act: Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA – Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to <u>www.acuitybrands.com/buy-american</u> for additional information.

Note: Specifications subject to change without notice.

## Features:

### **OPTICAL**

The Autobahn's new molded silicone optics provide exceptional performance. Silicone optics are superior to other polymeric materials in the areas of; optical efficiency, thermal performance, and reduction in dirt accumulation, all of which can lead to long term lumen degradation and a shift in optical distribution. Also, because silicone allows for the molding of fine details as well as thick sections, it produces the most crisp, clean and well-defined lighting distributions available. Silicone optics paired with modern LED's allow the Autobahn to take full advantage of both technologies.

Same Light: Performance is comparable to 400-1000W HPS roadway luminaires.

White Light: Correlated color temperature - 4000K, or optional 2700K, 3000K or 5000K, all 70 CRI minimum.

Unique IP66 rated LED light engines provided 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available in Type II, III, IIIL, IV, & V roadway distributions.

### **ELECTRICAL**

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an average of 40-60% over comparable HPS platforms.

Robust Surge Protection: Two different surge protection options provide a minimum of ANSI C136.2 10kV/5kA protection. 20kV/10kA protection is also available

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via AO option or controls installed on P7 photocontrol receptacle option.

## **MECHANICAL**

Easy to Maintain: Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing is polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 7 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Four-bolt mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter and provides a 3G vibration rating per ANSI C136.31. Wildlife shield is cast into the housing (not a separate piece).

### **CONTROLS**

NEMA 3 Pin photocontrol receptacle is standard, with the Acuity designed ANSI 7 Pin receptacle optionally available.

Premium solid state locking sale photocontrol - PCSS (10 year rated life). Extreme long life sold state locking style photocontrol - PCLL (20 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and can also allow a single fixture to be flexibly applied in many different applications.



## ORDERING INFORMATION



ATB2 Autobahn LED Roadway

 7601
 20,192 lumens nominal

 7602
 29,188 lumens nominal

 7603
 33,062 lumens nominal

 7604
 36,305 lumens nominal

 7605
 39,786 lumens nominal

 7606
 30,786 lumens nominal

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 900

**BL** External Bubble Level

Not CSA Certified

Buy America(n) Act

and/or Build America

**Buy America Qualified** 

**HSS** House-Side Shield

NL Nema Label

**HK** Hingekeepers

XL

Voltage

MVOLT Multi-volt, 120V - 277V

**MVOLT** Multi-volt, 120V - 277V **347** 347V

**480** 480V **XVOLT** 277V-480V<sup>3</sup> Optics

R2 Roadway Type II
R3 Roadway Type III
R3L Roadway Type III Long

Roadway Type IV 2

Roadway Type V

Options

Color Temperature (CCT)

(Blank) 4000K CCT, 70 CRI Min.

**27K** 2700K CCT, 70 CRI Min.

**3K** 3000K CCT, 70 CRI Min.

5K 5000K CCT, 70 CRI Min.

**Paint** 

(Blank) Gray (Standard)

**BK** Black

BZ Bronze

DDB Dark Bronze

**GI** Graphite

WH White

GN Green

**Surge Protection** 

(Blank) Standard 20kV/10kA SPD

MP MOV Pack 10kV/5kA

Terminal Block

(Blank) Terminal Block (Standard)

T2 Wired to L1 & L2 Positions

Controls.

(Blank) 3 Pin NEMA Photocontrol

Receptacle (Standard)
7 Pin Photocontrol

Receptacle (Dimmable Driver Included)

NR No Photocontrol Receptacle

**AO** Field Adjustable Output

PCSS Solid State Lighting Photocontrol (120-277V)<sup>1</sup>

PCLL Solid State Long Life Photocontrol

SH Shorting Cap

**Packaging** 

(Blank) Single Unit (Standard)

JP Job Pack (42/Pallet)

Accessories:

External House Side Shields

**ATB2P60XR2R3LR5HSS** for use with P601 - P605, R2, R3L or R5

distribution

ATB2P60XR3HSS for use with P601 - P605, R3 distribution

ATB2P60XR4HSS for use with P601 - P605, R4

distribution

ATB2P90XR2R3LR5HSS for use with P901 - P905, R2, R3L or R5

distribution

ATB2P90XR3HSS for use with P901 - P905, R3 distribution

Light Trespass Shield

ATB2ULTS ATB2 Universal Light Trespass Shield

ATB Decorative Arms (cast aluminum)

ATB Decorative Arm for Square Pole

Painted to match fixture

ATB2DECOR XX ATB Decorative Arm for Round Pole

Painted to match fixture

<u>Universal Arms (steel)</u>

UMR XX 8" Horizontal Arm for Round Pole,

Painted to match Fixture (XX - Paint Color)

8" Horizontal Arm for Square Pole, Painted to match Fixture (XX - Paint Color)

UMR GALV 8" Horizontal Arm for Round Pole,

Galvanized

UMS GALV 8" Horizontal Arm for Square Pole,

Galvanized

Notes

1. Not available in 347 or 480V.

2. Not available with P901 - P905 performance packages

3. XVOLT option only available with P601 and P602 performance packages

American Electric Lighting

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**Note:** Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

## PERFORMANCE PACKAGE

ATDO	Distribution	Leave Wester	27	2700K		DOK	4000/	5000K
ATB2	Distribution	Input Watts	Lumens	LPW	Lumens	LPW	Lumens	LPW
	R2	1	22,828	131	24,280	139	27,200	156
	R3	1	22,689	130	25,200	144	27,080	155
P601	R3L	175	21,844	125	22,513	129	23,761	136
	R4	1	23,376	135	23,760	136	24,770	143
	R5	1	23,291	135	23,810	138	24,680	143
	R2		24,983	126	26,610	135	30,060	152
	R3	1	24,831	126	27,770	142	30,020	153
P602	R3L	196	24,270	124	24,770	126	26,400	135
	R4		25,697	135	26,280	137	27,230	143
	R5		25,489	135	26,270	138	27,010	144
	R2		28,442	121	30,430	131	34,020	145
	R3	1	28,269	121	32,760	141	33,990	145
P603	R3L	233	27,087	116	28,050	120	29,464	126
	R4	1	29,359	124	29,800	126	31,110	132
	R5	1	29,019	125	29,850	127	30,750	132
	R2		31,060	118	33,130	126	37,050	140
	R3		30,871	118	35,670	136	36,950	141
P604	R3L	263	29,369	112	30,541	116	31,946	121
	R4	1	32,001	125	32,450	126	33,910	132
	R5	1	31,690	126	32,790	127	33,580	133
	R2	295	33,992	115	36,960	125	39,750	135
	R3		33,785	115	38,670	131	39,910	136
P605	R3L		31,867	108	33,149	112	34,663	118
	R4	1	34,728	120	35,430	122	36,800	127
	R5	1	34,681	121	35,130	122	36,750	128
	R2		27,147	137	28,470	143	30,430	154
D001	R3	100	26,982	135	29,040	146	31,350	157
P901	R3L	199	26,100	131	26,603	134	28,390	143
	R5	1	27,698	141	29,020	146	29,350	149
	R2		32,512	133	35,070	144	38,090	156
Book	R3	j	32,314	132	35,600	145	38,970	159
P902	R3L	245	31,000	127	31,344	128	33,720	138
	R5	1	33,171	137	33,740	138	35,150	145
	R2		37,007	131	39,380	140	42,990	152
Doop	R3	200	36,782	130	39,540	140	43,580	154
P903	R3L	282	35,238	125	35,154	125	38,330	136
	R5		37,758	134	37,860	134	40,010	142
	R2		40,420	127	43,410	137	47,220	148
Boo.	R3	1	40,175	126	43,600	137	48,170	151
P904	R3L	319	38,327	120	38,078	119	41,690	131
	R5	1	41,240	132	41,420	132	43,700	140
	R2		44,573	121	48,390	132	52,380	142
Door	R3	000	44,303	120	48,560	132	53,940	146
P905	R3L	369	42,886	116	42,455	115	46,649	126
	R5		45,477	128	45,390	127	48,190	136

Note: Individual fixture performance may vary. Specifications subject to change without notice.

ATB2	15C	20C	25C	30C	35C	40C
<b>LLD Multiplier</b>	1.02	1.01	1.00	0.99	0.98	0.97

To calculate the LLD for a temperature other than 25°C, multiply the LLD @ 25°C (shown in the performance package table) by the LLD multiplier for the selected temperature.



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## PERFORMANCE PACKAGE

## LLD @ 25°C

ATB2		, R3 Distributio OOK & 4000K C			, R3 Distributio OK & 5000K CC		R3L, R	4, & R5 Distrib Any CCT	utions
AI DE	50k Hours	75k Hours	100k Hours	50k Hours	75k Hours	100k Hours	50k Hours	75k Hours	100k Hours
P601	0.96	0.94	0.93	0.92	0.88	0.85	0.92	0.88	0.85
P602	0.96	0.94	0.93	0.92	0.88	0.85	0.92	0.88	0.85
P603	0.96	0.94	0.93	0.91	0.87	0.84	0.91	0.87	0.84
P604	0.96	0.94	0.93	0.91	0.87	0.83	0.91	0.87	0.83
P605	0.96	0.94	0.93	0.90	0.86	0.82	0.90	0.86	0.82
P901	0.96	0.94	0.93	0.91	0.88	0.84	0.91	0.88	0.84
P902	0.96	0.94	0.93	0.91	0.87	0.83	0.91	0.87	0.83
P903	0.96	0.94	0.93	0.90	0.86	0.82	0.90	0.86	0.82
P904	0.96	0.94	0.93	0.90	0.86	0.82	0.90	0.86	0.82
P905	0.96	0.94	0.93	0.89	0.84	0.79	0.89	0.84	0.79

<sup>\*</sup> Also includes any custom (non-catalog) CCT

ATB2	Distribution		2700K			3000K			4000/5000K	
	R2	<b>B</b>	<b>U</b>	<b>G</b>	<b>B</b>	<b>U</b> 0	<b>G</b>	<b>B</b>	<b>U</b>	<b>G</b>
	R3	3	0	3	3	0	3	3	0	4
P601	R3L	3	0	4	3	0	4	3	0	4
F001	R4	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	3	5	0	3
	R2	3	0	3	3	0	3	3	0	3
	R3	3	0	3	3	0	4	3	0	4
P602	R3L	3	0	4	3	0	4	3	0	4
F 002	R4	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	3	5	0	3
	R2	3	0	3	3	0	3	4	0	4
	R3	3	0	4	3	0	4	3	0	4
P603	R3L	3	0	4	3	0	4	3	0	4
F 003	R3L R4	3	0	5	3	0	5	3	0	5
	R5	5	0	4	5	0	4	5	0	4
	R2	3	0	3	4	0	4	4	0	4
	R3	3	0	4	3	0	4	3	0	4
P604	R3L	3	0	4	3	0	4	3	0	5
F004	R4	3	0	5	3	0	5	3	0	5
	R5	5	0	4	5	0	4	5	0	4
	R2	4	0	4	4	0	4	4	0	4
	R3	3	0	4	3	0	4	3	0	4
P605	R3L	3	0	5	3	0	5	3	0	5
P005	R4	3	0	5	3	0	5	4	0	5 5
	R5	5	0	4	5	0	4	5	0	4
	R2	3	0	3	3	0	3	3	0	3
	R3	3	0	4	3	0	4	3	0	4
P901	R3L	3	0	4	3	0	4	3	0	4
	R5	5	0	3	5	0	4	5	0	4
	R2				4					
	R3	3	0	4	3	0	4	3	0	4
P902	R3L	+	<u> </u>	1	3	0	5	3	<u> </u>	5
	R5	5	0	5 4	5	0	4	5	0	4
	R2	4	0	4	4	0	4	4	0	4
	R3	3	0	4	3	0	4	4	0	5
P903	R3L	4	0	5	4	0	5	4	0	5
	R5	5	0	4	5	0	4	5	0	4
	R2	4	0	4	4	0	4	4	0	4
	R3	3	0	4	4	0	5	4	0	5
P904	R3L	4	0	5	4	0	5	4	0	5
	R5	5	0	4	5	0	4	5	0	4
	R2	4	0	4	4	0	4	4	0	5
	R3	4	0	5	4	0	5	4	0	5
P905	R3L	4	0	5	4	0	5	4	<del> </del>	
	пзг	4	U	o o	4	U	o o	4	0	5



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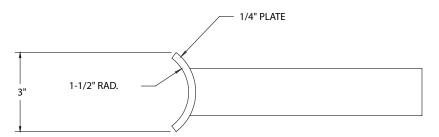
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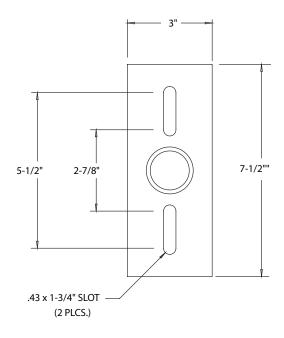
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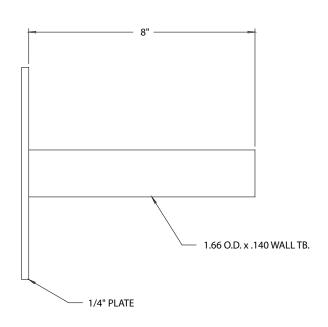
## **Universal Arms (Steel)**

## **UMR POLE ADAPTOR**

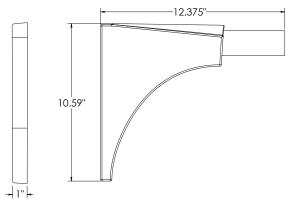
RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER

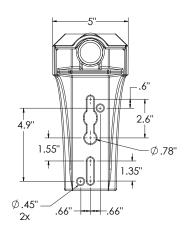




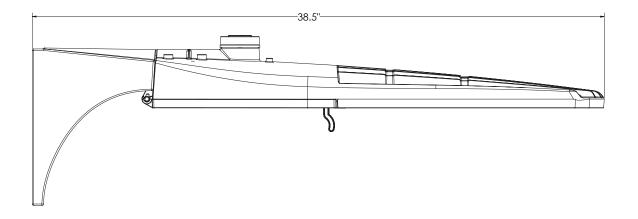


## ATB Decorative Arms (Cast Aluminum)





Round Pole Adapter Plate (Supplied with ATB2DECOR)



Model	Weight	EPA
ATB2DECOS	6.5 lbs	0.30 ft <sup>2</sup>
ATB2DECOR	8.0 lbs	0.30 ft <sup>2</sup>
ATB2DECOS with ATB2 Luminaire	27.5 lbs	0.84 ft <sup>2</sup>
ATB2DECOR with ATB2 Luminaire	29.0 lbs	0.84 ft <sup>2</sup>

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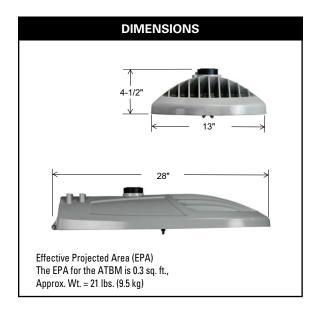
## Autobahn Series ATBM Roadway

## PRODUCT OVERVIEW



## **Applications:**

Residential streets
Parking lots
High speed roadways



### **STANDARDS**

DesignLights Consortium® (DLC) Premium qualified product. Not all versions of this product may be DLC Premium qualified. Please check the DLC Qualified Products List at <a href="https://www.designlights.org/QPL">www.designlights.org/QPL</a> to confirm which versions are qualified.

Color temperatures of  $\leq$  3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient CSA Certified to U.S. and Canadian standards Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

**GOVERNMENT PROCUREMENT** — BAA — Buy America(n) Act: Product with the BAA option qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product with the BAA option also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA — Build America Buy America: Product with the BAA option also qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to www.acuitybrands.com/buy-american for additional information.

## Features:

### **OPTICAL**

Same Light: Performance is comparable to 150W - 250W HPS

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, & V roadway distributions.

DualOptix<sup>™</sup> visual comfort option is also available for all distributions.

### **ELECTRICAL**

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2. An optional MOV pack provides 10kV/5kA "Enhanced Level.

Luminaire ships with a 0-10v dimmable driver. Luminaire is continuous and step dimming capable via AO option or controls installed on P7 photocontrol receptacle option.

### **MECHANICAL**

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4'' to 2''(1-5/8'' to 2-3/8'' 0.D.) diameter. The 2- bolt and optional 4 bolt clamping mechanism provide 3G vibration rating per ANSI C136.31.

The Wildlife shield is cast into the housing (not a separate piece).

### **CONTROLS**

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life) Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life).

Extreme long life solid state locking-style photocontrol with on demand remote on/off control - PCCC (15 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.



## **Autobahn** Series ATBM

## Roadway

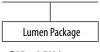
## ORDERING INFORMATION

P50

P60



Roadway



P05 9,700 Lumens
P10 11,000 Lumens
P20 12,800 Lumens
P30 15,500 Lumens
P40 17,400 Lumens

18,700 Lumens 20,000 Lumens

21,500 Lumens

Voltage

MVOLT Multi-volt,
120-277V

347 347V

480 480V

Optics

R2 Roadway Type II

R2 Roadway Type IIR3 Roadway Type IIIR4 Roadway Type IVR5 Roadway Type V

Mounting

(Blank) 2 Bolt Mounting4B 4 Bolt Mounting

## Options

#### Color Temperature (CCT)

(Blank) 4000K CCT, 70 CRI Min. 27K<sup>2</sup> 2700K CCT, 70 CRI Min. 3K 3000K CCT, 70 CRI Min. 5K 5000K CCT, 70 CRI Min.

#### <u>Paint</u>

(Blank) Gray
BK Black
BZ Bronze
DDB Dark Bronze
GI Graphite
WH White

### Surge Protector

(Blank) Standard 20kV/10kA SPD MP MOV Pack

## Miscellaneous Options

**HSS** House Side Shield

**NL** NEMA Label Indicating Wattage

KL Not CSA Certified — No Terminal Block Cover

VR<sup>2</sup> Dual Optix visual comfort

BAA Buy America(n) Act and/or Build

America Buy America Qualified

#### **Controls Options**

P7 7 Pin Photocontrol Receptacle (dimmable driver included) <sup>1</sup>
NR No Photocontrol Receptacle
AO Field Adjustable Output
PCSS Solid-State Lighting Photocontrol <sup>3</sup>
PCLL Solid-State Long Life Photocontrol

Solid-State Long Life Photocontrol

(Blank) 3 Pin NEMA Photocontrol Receptacle

with remote control on/off<sup>3</sup> **SH** Shorting Cap

### **Packages**

(Blank) Standard Pack
JP Job Pack (36/pallet)

#### Accessories

ATBMHSS House Side Shield
ATBMLTS Light Trespass Shield
RKATBMMVOLTSPD ATBM Acuity SPD, MVOLT
RKATBMHVSPD ATBM ACUITY SPD, 347/480V
RKATBMHVMP ATBM MOV Pack, MVOLT
RKATBMHVMP ATBM MOV Pack, 347/480V

### Universal Arms (steel)

UMR-XX 8" Horizontal Arm for Square Pole, Painted to match Fixture UMS-XX 8" Horizontal Arm for Round

Pole, Galvanized

UMR-GALV 8" Horizontal Arm for Round Pole, Galvanized

Pole, Galvanize

UMS-GALV 8" Horizontal Arm for Square Pole, Galvanized

#### Notes:

- 1 Dimmable drive included.
- 2 This option requires RFD
- 3 MVOLT only



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# Autobahn Series ATBM Roadway

## PERFORMANCE PACKAGE

Doufoussonoo			3K (3	OOOK CC	T, 70	CRI)		4K/5K (40	00K/500	OK CC	T, 70	CRI)		LD @ 25°C	
Performance Package	Distribution	Input Watts	Lumens	LPW	В	U	G	Lumens	LPW	В	U	G	25k Hours	75k Hours	100k Hours
	R2		9,396	138	1	0	2	9,718	143	1	0	2			
P05	R3	68	9,366	138	1	0	3	9,688	142	1	0	3	0.93	0.86	0.83
100	R4	00	9,030	133	1	0	3	9,340	137	1	0	3	0.93	0.00	0.63
	R5		10,334	152	3	0	2	10,689	157	3	0	2			
	R2		10,635	131	2	0	3	11,299	139	2	0	3			
P10	R3	81	10,675	132	2	0	3	11,302	140	2	0	3	0.93	0.86	0.83
PIU	R4	01	10,391	128	2	0	4	10,994	136	2	0	4	0.93	0.00	0.63
	R5		11,504	142	3	0	2	12,086	149	3	0	2			
	R2		12,073	128	2	0	3	12,874	137	2	0	3			
P20	R3	94	12,065	128	2	0	3	12,818	136	2	0	3	0.93	0.86	0.83
P20	R4	1 94	11,946	127	2	0	4	12,525	133	2	0	4	0.93	0.00	0.გვ
	R5		13,085	139	4	0	2	13,776	147	4	0	2			
P30	R2		14,637	124	2	0	3	15,514	131	2	0	3			0.83
	R3	110	14,631	124	2	0	3	15,452	131	2	0	3	0.00	0.00	
P30	R4	118	14,317	121	2	0	4	15,151	128	2	0	5	0.93	0.86	
	R5		15,775	134	4	0	2	16,685	141	4	0	2			
	R2		16,233	120	2	0	3	17,493	130	2	0	3		0.86	0.83
D40	R3	105	16,402	121	2	0	3	17,367	129	2	0	3	0.00		
P40	R4	135	15,911	118	2	0	5	17,008	126	2	0	5	0.93		
	R5		17,507	130	4	0	2	18,595	138	4	0	2			
	R2		17,541	115	2	0	3	18,748	123	2	0	3			
DEO	R3	450	17,677	116	2	0	4	18,712	123	2	0	4	0.00	0.00	0.00
P50	R4	152	17,154	113	2	0	5	18,246	120	2	0	5	0.93	0.86	0.83
	R5		19,008	125	4	0	2	20,088	132	4	0	2			
	R2		18,770	112	2	0	3	20,095	120	3	0	3			
Dog .	R3	400	18,830	112	2	0	4	20,094	120	3	0	4	0.00	0.00	0.00
P60	R4	168	18,369	109	2	0	5	19,648	117	2	0	5	0.93	0.86	0.83
	R5		20,350	121	4	0	2	21,505	128	4	0	2			
	R2		20,190	106	3	0	3	21,565	114	3	0	3			
D70	R3	100	20,142	106	3	0	4	21,504	113	3	0	4	0.00	0.00	0.83
P70	R4	190	19,660	103	2	0	5	21,024	111	3	0	5	0.93	0.86	
	R5		21,988	116	4	0	2	23,076	121	4	0	2			

Note: Individual fixture performance may vary. Specifications subject to change without notice.



# Autobahn Series ATBM Roadway

## PERFORMANCE PACKAGE

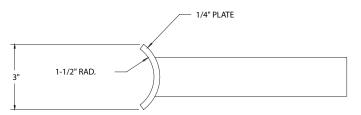
ATBM with				3000	K				4000K/5	000K			L		
DualOptix	Distribution	Input Watts	Lumens	LPW	В	U	G	Lumens	LPW	В	U	G	50k Hours		100k Hours
	R2 with VR		8,323	122	2	3	3	8,609	127	2	3	3			
Doc	R3 with VR		8,296	122	2	3	3	8,581	126	2	3	3	0.00	0.00	0.00
P05	R4 with VR	68	7,998	118	2	3	4	8,273	122	2	3	4	0.93	0.86	0.83
	R5 with VR		9,154	135	3	3	3	9,468	139	3	3	3			
	R2 with VR		9,421	116	2	3	3	10,009	124	2	3	3			
D10	R3 with VR	01	9,456	117	2	3	4	10,012	124	2	3	4	0.00	0.00	0.00
P10	R4 with VR	81	9,204	114	2	3	4	9,738	120	2	3	4	0.93	0.86	0.83
	R5 with VR		10,191	126	3	3	3	10,706	132	3	3	3			
	R2 with VR		10,694	114	2	3	4	11,404	121	2	3	4			
Doo	R3 with VR	0.4	10,687	114	2	3	4	11,354	121	2	3	4	0.00	0.00	0.83
P20	R4 with VR	94	10,581	113	2	3	5	11,094	118	2	3	5	0.93	0.86	
	R5 with VR		11,591	123	3	3	3	12,203	130	3	3	3			
	R2 with VR		12,966	110	2	3	4	13,742	116	2	3	4			0.83
P30	R3 with VR	118	12,960	110	2	3	4	13,687	116	2	3	5	— n a 3	0.86	
P30	R4 with VR		12,681	107	2	3	5	13,420	114	2	3	5		0.86	
	R5 with VR		13,974	118	3	3	3	14,780	125	3	3	3			
	R2 with VR		14,379	107	2	3	4	15,495	115	3	3	5		0.86	0.83
D40	R3 with VR	105	14,529	108	2	3	5	15,384	114	3	3	5	0.00		
P40	R4 with VR	135	14,093	104	2	3	5	15,066	112	3	3	5	0.93		
	R5 with VR		15,508	115	3	3	3	16,471	122	4	3	3			
	R2 with VR		15,538	102	3	3	5	16,607	109	3	3	5			
DEO	R3 with VR	450	15,658	103	3	3	5	16,575	109	3	3	5	0.00	0.00	0.00
P50	R4 with VR	152	15,195	100	3	3	5	16,162	106	3	3	5	0.93	0.86	0.83
	R5 with VR		16,837	111	4	3	3	17,794	117	4	3	4			
	R2 with VR		16,626	99	3	3	5	17,800	106	3	3	5			
Dea	R3 with VR	100	16,679	99	3	3	5	17,799	106	3	3	5	0.93	0.00	0.00
P60	R4 with VR	168	16,271	97	3	3	5	17,404	104	3	3	5	0.93	0.86	0.83
	R5 with VR		18,026	107	4	3	4	19,049	113	4	3	4			
	R2 with VR		17,884	94	3	3	5	19,102	101	3	3	5			0.83
P70	R3 with VR	190	17,842	94	3	3	5	19,048	100	3	3	5	0.93	0.00	
P/U	R4 with VR	190	17,415	92	3	3	5	18,623	98	3	3	5	0.93	0.86	
	R5 with VR		19,477	103	4	3	4	20,440	108	4	3	4			

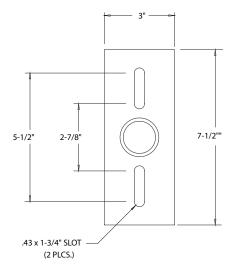


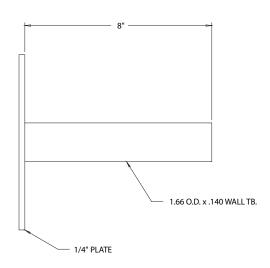
# Autobahn Series ATBM Roadway

## **UMR POLE ADAPTOR**

RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER







**UMS POLE ADAPTOR** 



Warranty Five-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: <a href="https://www.acuitybrands.com/support/warranty/terms-and-conditions">www.acuitybrands.com/support/warranty/terms-and-conditions</a>

**Note**: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Part Number:

## CP3BE1504175OLK BO 6686 CP3B-E L11-12

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-E, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable for Use as Service Equipment The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts maximum, in accordance with the table below, but is limited to the lowest short circuit rating of any installed circuit breaker. Watthour meter is not included in the short circuit rating. Replacement circuit breakers must be of the same type and rating.

## UNSWITCHED UNMETERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
1			(NON USABLE SPACE)	2	200	2	MAIN
3			(NON USABLE SPACE)	4			
5	40	1		6	15	1	CONTROL
7				8			
9				10			
11				12			
13			(NON USABLE SPACE)	14	150	2	SWITCHED LC CONTROL
15			(NON USABLE SPACE)	16			

### SWITCHED UNMETERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
17	40	2		18	40	2	
19				20			
21	40	2		22	40	2	
23				24			
25				26			
27				28			
29				30			
31				32			

AIC RATING	MAIN	BRANCHES
10	SIEMENS TYPE QNR; EATON TYPE BJ; ABB – N/A	SIEMENS TYPE: QP (1-POLE 70A MAX), QT, QPF, QNR; EATON TYPE: BR, QFCB, HQP, QPGF; ABB TYPE TQL, THQL, THQL-GF

Circuit breaker handle trip position is between "ON" and "OFF". To reset breaker, move handle to the full "OFF" position, then to full "ON".

FACTORY INSTALLED ARC

FLASH LABEL (1119071)

NEXT TO MAIN

TAMPER PROOF SCREWS AND WRENCH

**CORBIN LOCK** 

### Terminal Information, Use AL/CU conductors

FIE	LD WIRE	O CONN	ЕСТО	RS	BUS CO	NNEC	TIONS	For Equipment Ground ONLY, multiple conductors in a single		
		<b>SCREWS</b>	THREADFO	RMING	<b>SCREWS</b>	opening are permissable as				
Socket Size	Torque LbIn.	AWG Wire Size	Torque Small Hole	, LbIn. Large Hole	SCREW	MAT'L	Torque, LbIn.	AWG Wire	dicated bel	Large
5/16"	275			10-24	AL	30	Size	Hole	Hole	
3/8" 1/2" 9/16"	375 500 600	#8 #6 #4 #3-1/0	25 35 -	40 45 45 50	10-24 1⁄4-20 1⁄4-20	CU AL CU	50 50 72	#14-10 #10 #8 - 6 #4 - 1/0	1-2 1 1 1	1-2 3 1

Shipping may loosen electrical connections. CHECK TIGHTNESS BEFORE ENERGIZING.

ISOLATED NEUTRAL – Connect neutral to ground to bond!

FIELD INSTALLED conductors shall be 60°C, 75°C, or 90°C, sized to 60°C rating for 110 amps or less; and 75°C or 90°C for 125 amps and above.





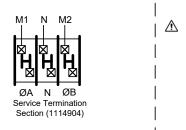
9/4/2025

JLW

Part Number:

## CP3BE1504175OLK BO 6686 CP3B-E L11-12

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-E, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable for Use as Service Equipment



FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN NO PE SHIELD

Hand Off Auto 120V Lighting Control Photo-cell supplied by others. 10A maximum load.

CP

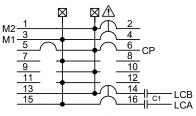
CP

BLK

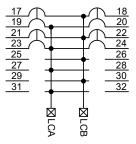
WHT

C1 is "ON" when the HOA is in the Auto position, And the PE is "ON," C1 is "OFF" when either the PE or HOA are "OFF"; Select the HAND position To test C1

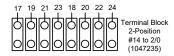
C1: Contactor, 200-amp, 3-pole, Electrically held (120v coil) SIEMENS LEN (1100168)

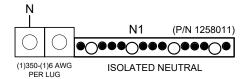


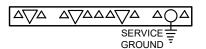
Unswitched Load Center (1050658)



Switched Load Center (1050658)

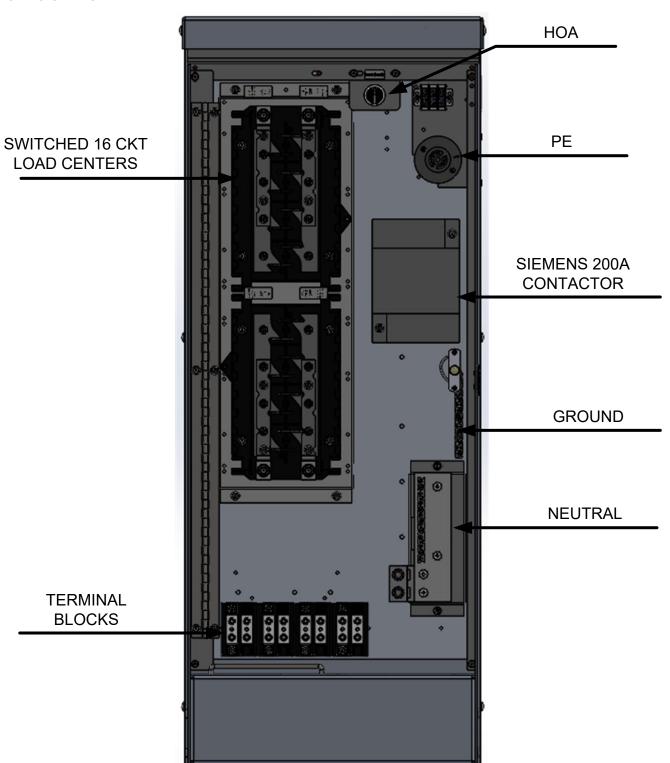


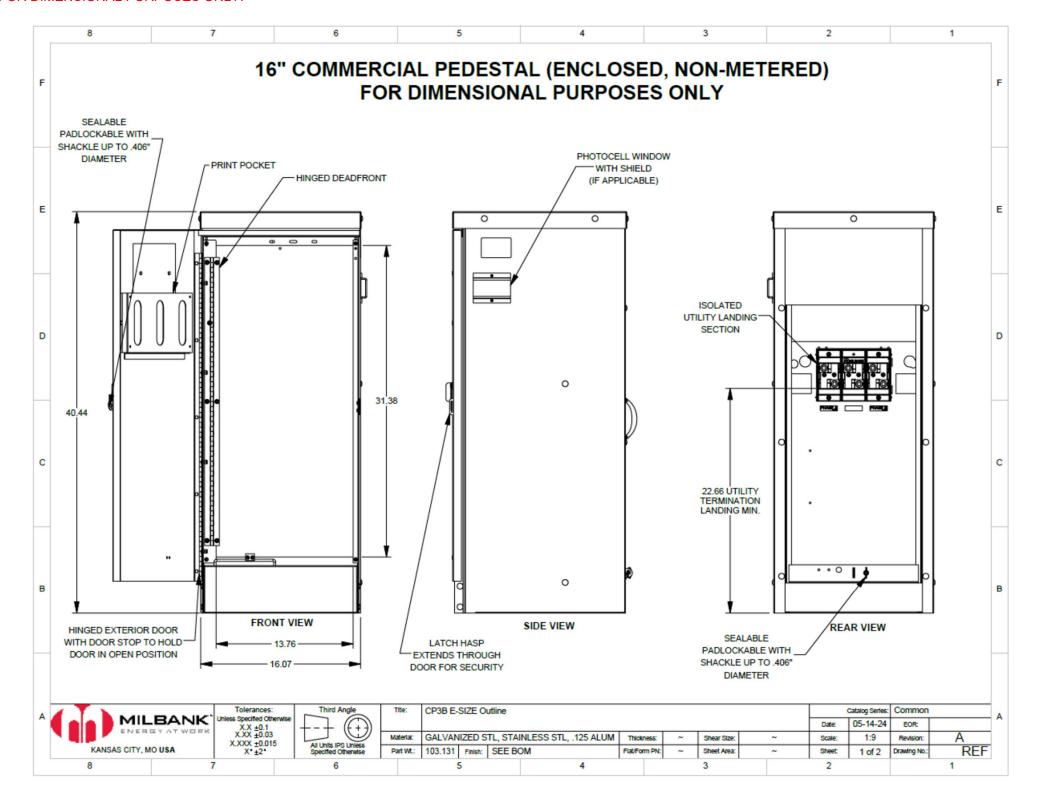


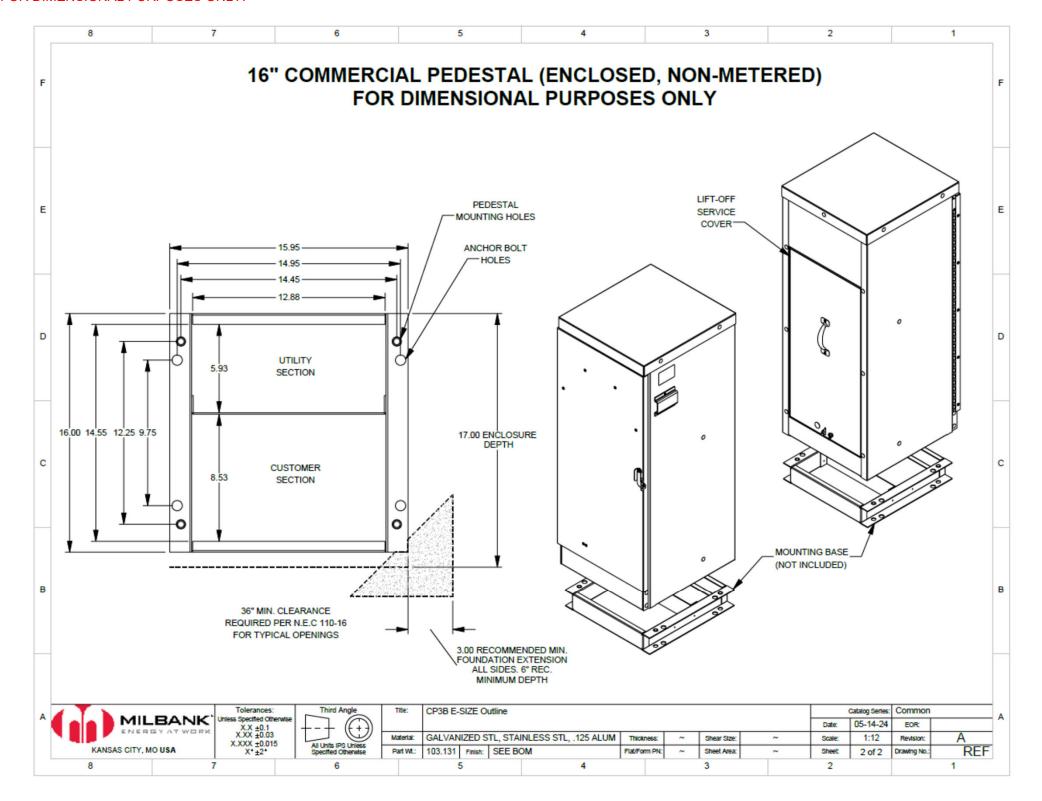












## DRAWING APPROVAL REQUIRED

THE FOLLOWING DRAWING IS SUBMITTED FOR YOUR APPROVAL FOR INTERPRETIVE ACCURACY. BEFORE WE MAY PROCEED WITH MANUFACTURING THIS PRODUCT WE REQUEST THAT THE APPROPRIATE PERSONS REVIEW THIS DRAWING, SIGN & DATE THE DRAWING & RETURN THIS FORM AS APPROVAL OF THIS PRODUCT.

Date	09/04/2025	
Agent	Meglio ESI Group	
Distributor	Meglio ESI Group	
Job	CITY OF OLATHE CONTRACT	
PO#		
BO#	CP3BE1504175OLK	
Pedestal Size	CP3B-E	
Comments:	· · · · · · · · · · · · · · · · · · ·	
Drawing i	is approved as is	
Drawing	not approved; Requires changes	
Company Nan	me	
Signature	Date	
PLEASE FAX OF	R FMAIL APPROVAL TO YOUR LOCAL MILBANK SALES REP	

Part Number:

## CP3BE1504179OLK BO 6686 CP3B-E L15-16

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-E, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable for Use as Service Equipment The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts maximum, in accordance with the table below, but is limited to the lowest short circuit rating of any installed circuit breaker. Watthour meter is not included in the short circuit rating. Replacement circuit breakers must be of the same type and rating.

### UNMETERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
1			(NON USABLE SPACE)	2	200	2	MAIN
3			(NON USABLE SPACE)	4			
5	40	1		6	40	2	
7	40	2		8			
9				10	40	2	
11	40	2		12			
13				14			
15				16			
17				18			
19				20			
21				22			
23				24	15	1	CONTROL

AIC	RATING	MAIN	BRANCHES
	10	SIEMENS TYPE QNR; EATON TYPE BJ; ABB – N/A	SIEMENS TYPE: QP (1-POLE 70A MAX), QT, QPF; EATON TYPE: BR, QFCB, HQP, QPGF; ABB TYPE TQL, THQL, THQL-GF

Circuit breaker handle trip position is between "ON" and "OFF". To reset breaker, move handle to the full "OFF" position, then to full "ON".

FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN TAMPER PROOF SCREWS AND WRENCH

**CORBIN LOCK** 

### Terminal Information, Use AL/CU conductors

					, -		_			
FIE	LD WIREI	O CONN	ECTO	RS	BUS CO	NNEC	CTIONS	For Equipment Ground ONLY, multiple conductors in a single		
		HEAD	<b>SCREWS</b>	THREADFO	RMING	<b>SCREWS</b>				
Socket	Torque	AWG	Torque	, Lbln.			Torque,		dicated bel	ow
Size	LbIn.	Wire Size	Small Hole	Large Hole	SCREW	MAT'L	LbIn.	AWG Wire	Small	Large
5/16"	275	#14-10	20	35	10-24	AL	30	Size	Hole	Hole
3/8"	375	#8	25	40	10-24	CU	50	#14-10	1-2	1-2
1/2"	500	#6	35	45	1/4-20	AL	50	#10	1	3
9/16"	9/16" 600 #4 - 45					CU	72	#8 - 6	1	1
		#3-1/0	-	50				#4 - 1/0	1	1

Shipping may loosen electrical connections. CHECK TIGHTNESS BEFORE ENERGIZING.

ISOLATED NEUTRAL – Connect neutral to ground to bond!

FIELD INSTALLED conductors shall be 60°C, 75°C, or 90°C, sized to 60°C rating for 110 amps or less; and 75°C or 90°C for 125 amps and above.

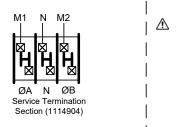




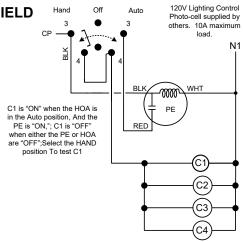
Part Number:

## CP3BE1504179OLK BO 6686 CP3B-E L15-16

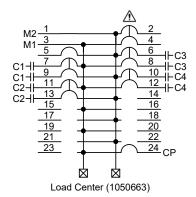
120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-E, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable for Use as Service Equipment

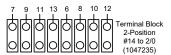


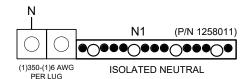
FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN NO PE SHIELD

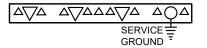


C1-C4: Contactor, 60-amp, 3-pole, Electrically held (120v coil) SIEMENS LEN (1098436)



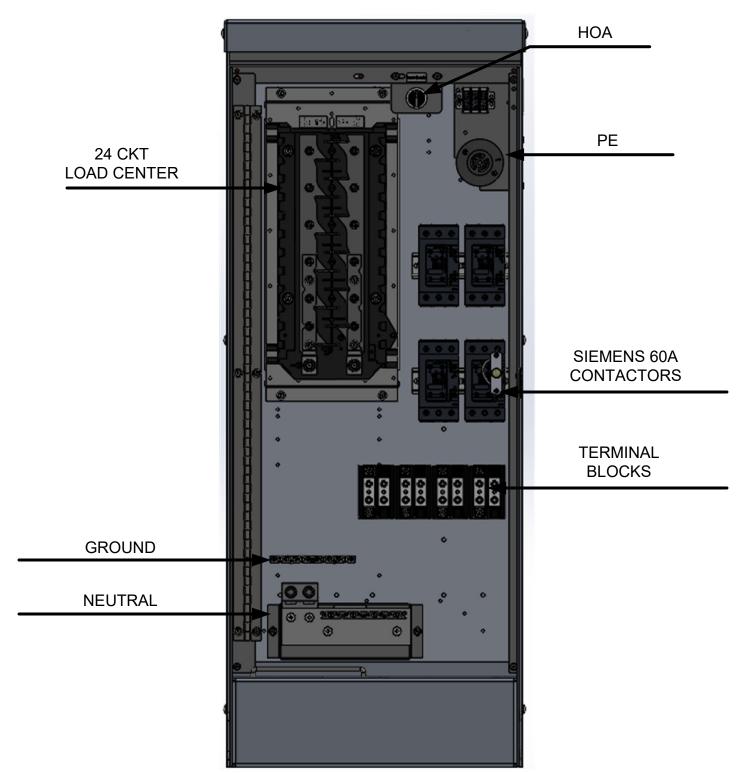


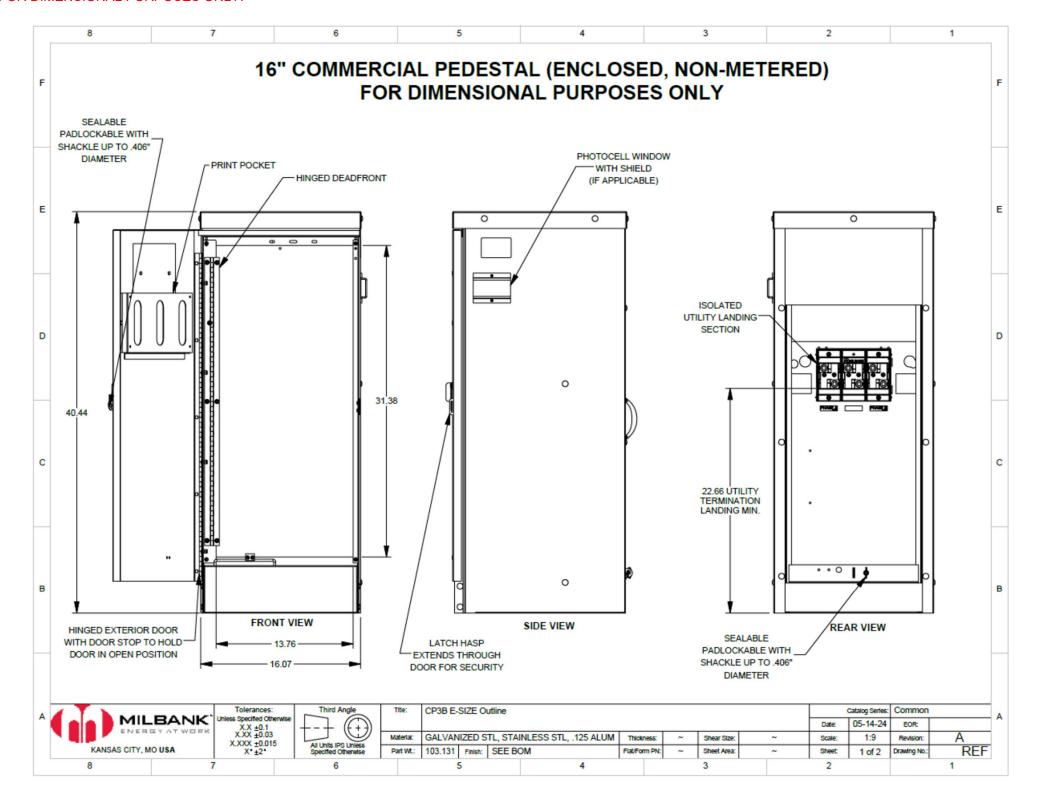


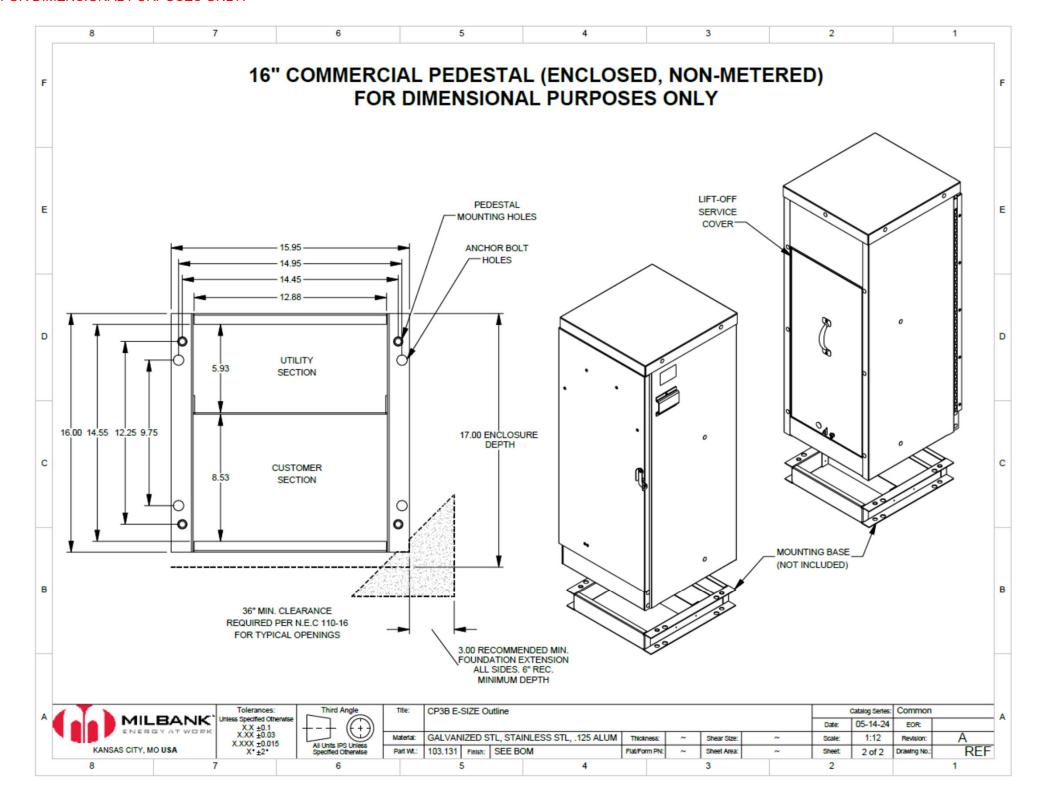












## DRAWING APPROVAL REQUIRED

THE FOLLOWING DRAWING IS SUBMITTED FOR YOUR APPROVAL FOR INTERPRETIVE ACCURACY. BEFORE WE MAY PROCEED WITH MANUFACTURING THIS PRODUCT WE REQUEST THAT THE APPROPRIATE PERSONS REVIEW THIS DRAWING, SIGN & DATE THE DRAWING & RETURN THIS FORM AS APPROVAL OF THIS PRODUCT.

Date	09/04/2025	
Agent	Meglio ESI Group	
Distributor	Meglio ESI Group	
Job	CITY OF OLATHE CONTRACT	
PO#		
BO#	CP3BE1504179OLK	
Pedestal Size	CP3B-E	
Comments:		
Drawing i	is approved as is	
Drawing not approved; Requires changes		
Company Nan	me	
Signature	Date	<del></del>
PLEASE FAX OF	R FMAIL APPROVAL TO YOUR LOCAL MILBANK SALES REP	

# CP3BM1504167OLK BO 6686 CP3B-M L3-4

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-M, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable for Use as Service Equipment The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts maximum, in accordance with the table below, but is limited to the lowest short circuit rating of any installed circuit breaker. Watthour meter is not included in the short circuit rating.

Replacement circuit breakers must be of the same type and rating.

#### UNSWITCHED UNMETERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
1			(NON USABLE SPACE)	2	200	2	MAIN
3			(NON USABLE SPACE)	4			
5	40	1		6	15	1	CONTROL
7				8			
9				10			
11				12			
13			(NON USABLE SPACE)	14	150	2	SWITCHED LC CONTROL
15			(NON USABLE SPACE)	16			

#### SWITCHED UNMETERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
17	40	2		18	40	2	
19				20			
21	40	2		22	40	2	
23				24			
25				26			
27				28			
29				30			
31				32			

AIC RATING	MAIN	BRANCHES
10	SIEMENS TYPE QNR; EATON TYPE BJ; ABB – N/A	SIEMENS TYPE: QP (1-POLE 70A MAX), QT, QPF, QNR; EATON TYPE: BR, QFCB, HQP, QPGF; ABB TYPE TQL, THQL, THQL-GF

Circuit breaker handle trip position is between "ON" and "OFF". To reset breaker, move handle to the full "OFF" position, then to full "ON".

FACTORY INSTALLED ARC

FLASH LABEL (1119071)

NEXT TO MAIN

TAMPER PROOF SCREWS AND WRENCH

**CORBIN LOCK** 

### Terminal Information, Use AL/CU conductors

FIE	RS	BUS CO	NNEC	TIONS	For Equipment Ground ONLY, multiple conductors in a single					
SLOTTED HEAD SCREWS					THREADFO	RMING	<b>SCREWS</b>	opening	are permis	sable as
Socket	Torque	AWG Wire	Torque, Small	, LbIn. Large	SCREW	MAT'L	Torque,	AWG	low	
Size	Lbln.	Size	Hole	Hole			LbIn.	Wire	Small	Large
5/16"	275	#14-10	20	35	10-24	AL	30	Size	Hole	Hole
3/8"	375	#8	25	40	10-24	CU	50	#14-10	1-2	1-2
1/2"	500	#6	35	45	1/4-20	AL	50	#10	1	3
9/16"	600	#4	-	45	1/4-20	CU	72	#8 - 6	1	1
		#3-1/0	-	50				#4 - 1/0	1	1

Shipping may loosen electrical connections. CHECK TIGHTNESS BEFORE ENERGIZING.

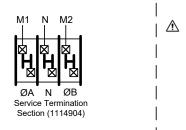
ISOLATED NEUTRAL – Connect neutral to ground to bond!





# CP3BM1504167OLK BO 6686 CP3B-M L3-4

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-M, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable for Use as Service Equipment



FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN NO PE SHIELD

Hand Off Auto 120V Lighting Control Photo-cell supplied by others. 10A maximum load.

CP

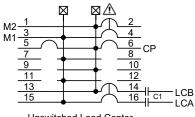
CP

BLK

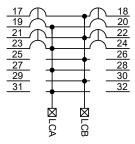
WHT

C1 is "ON" when the HOA is in the Auto position, And the PE is "ON," C1 is "OFF" when either the PE or HOA are "OFF"; Select the HAND position To test C1

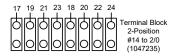
C1: Contactor, 200-amp, 3-pole, Electrically held (120v coil) SIEMENS LEN (1100168)

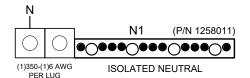


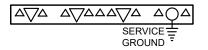
Unswitched Load Center (1050658)



Switched Load Center (1050658)

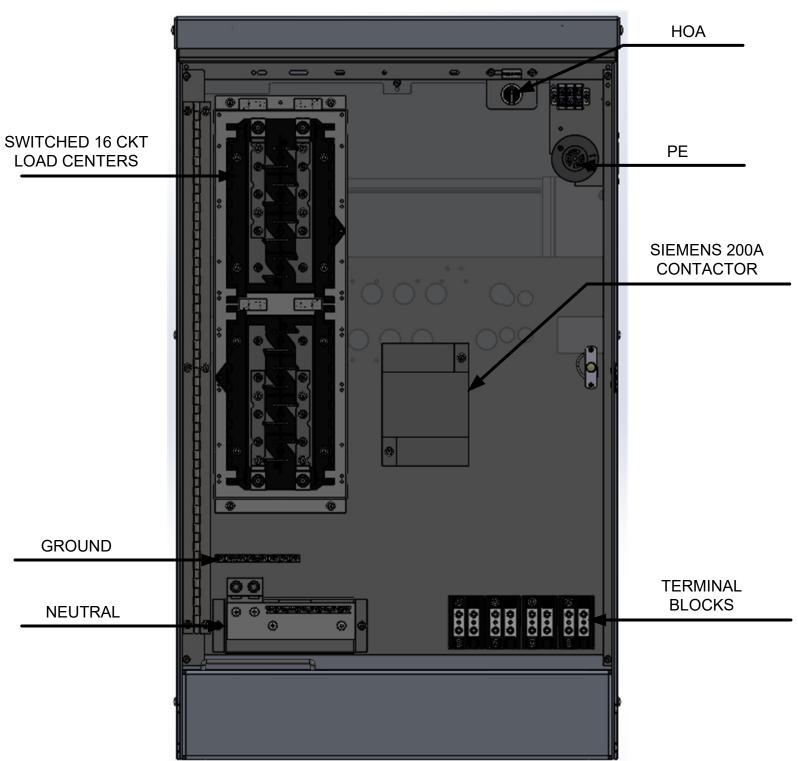


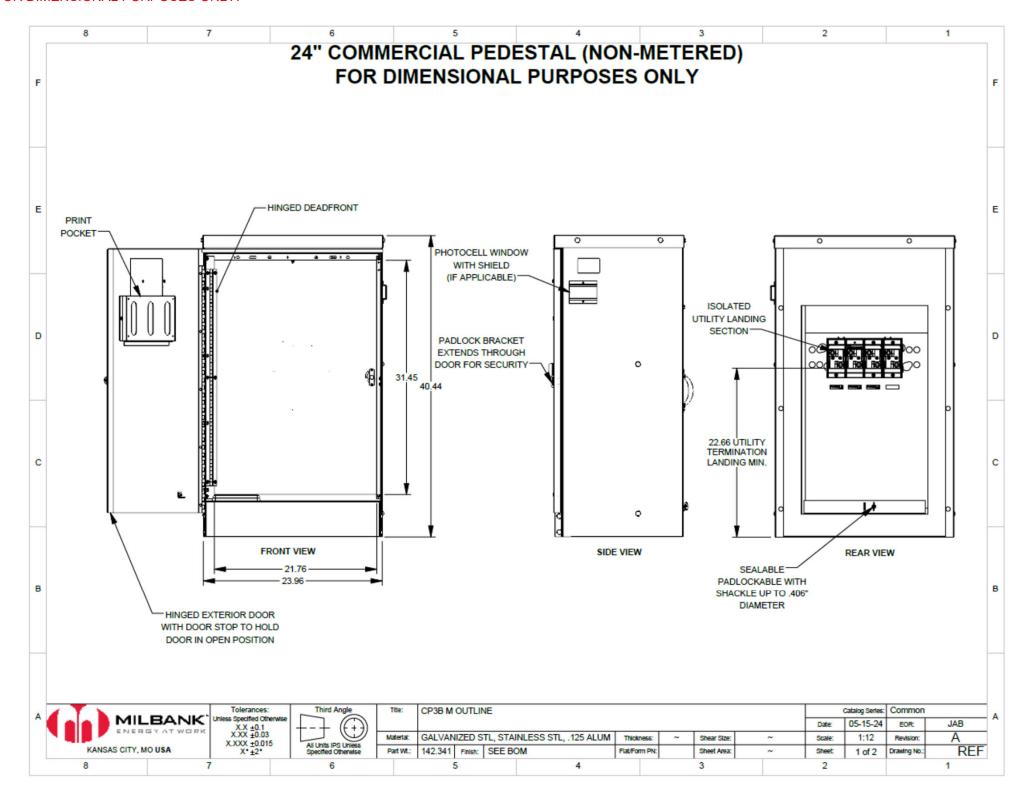


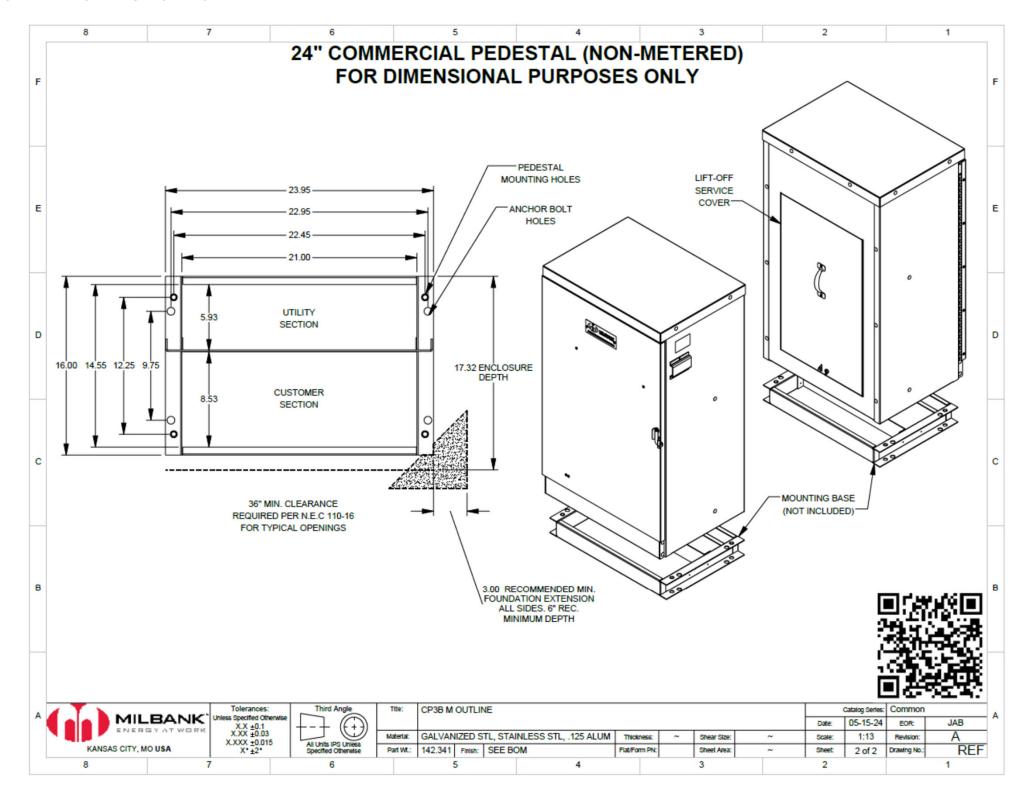












Date	09/04/2025						
Agent	Meglio ESI Group						
Distributor	Meglio ESI Group						
Job	CITY OF OLATHE CONTRACT						
PO #							
BO #	CP3BM1504167OLK						
Pedestal Size	CP3B-M						
Comments:							
Drawing i	is approved as is						
Drawing	Drawing not approved; Requires changes						
Company Name							
Signature	Date						
PLEASE FAX OF	R EMAIL APPROVAL TO YOUR LOCAL MILBANK SALES REP.						

# CP3BM1504171OLK BO 6686 CP3B-M L7-8

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-M, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable for Use as Service Equipment The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts maximum, in accordance with the table below, but is limited to the lowest short circuit rating of any installed circuit breaker. Watthour meter is not included in the short circuit rating.

Replacement circuit breakers must be of the same type and rating.

UNMETERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
1			(NON USABLE SPACE)	2	200	2	MAIN
3			(NON USABLE SPACE)	4			
5	40	1		6	40	2	
7	40	2		8			
9				10	40	2	
11	40	2		12			
13				14			
15				16			
17				18			
19				20			
21				22			

AIC RATING	MAIN	BRANCHES
10	SIEMENS TYPE QNR; EATON TYPE BJ; ABB – N/A	SIEMENS TYPE: QP (1-POLE 70A MAX), QT, QPF; EATON TYPE: BR, QFCB, HQP, QPGF; ABB TYPE TQL, THQL, THQL-GF

Circuit breaker handle trip position is between "ON" and "OFF". To reset breaker, move handle to the full "OFF" position, then to full "ON".

FACTORY INSTALLED ARC

FLASH LABEL (1119071)

NEXT TO MAIN

TAMPER PROOF SCREWS AND WRENCH CORBIN LOCK

Terminal Information, Use AL/CU conductors

	FIE	RS	BUS CO	NNEC	CTIONS	For Equipment Ground ONLY, multiple conductors in a single					
	SLOTTED HEAD SCREWS				THREADFO	RMING	<b>SCREWS</b>	opening	are permis	sable as	
-	Socket	Torque	AWG	Torque	, Lbln.			Torque,		dicated bel	ow
	Size	LbIn.	Wire Size	Small Hole	Large Hole	SCREW	MAT'L	LbIn.	AWG Wire	Small	Large
	5/16"	275	#14-10	20	35	10-24	AL	30	Size	Hole	Hole
-	3/8"	375	#8	25	40	10-24	CU	50	#14-10	1-2	1-2
-	1/2"	500	#6	35	45	1/4-20	AL	50	#10	1	3
١	9/16"	600	#4	-	45	1/4-20	CU	72	#8 - 6	1	1
-			#3-1/0	-	50				#4 - 1/0	1	1

Shipping may loosen electrical connections. CHECK TIGHTNESS BEFORE ENERGIZING.

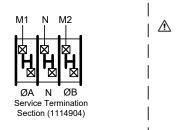
ISOLATED NEUTRAL – Connect neutral to ground to bond!



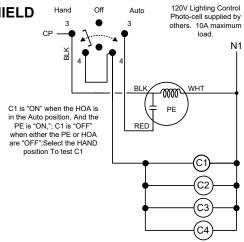


# CP3BM1504171OLK BO 6686 CP3B-M L7-8

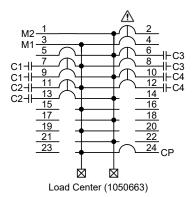
120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-M, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable for Use as Service Equipment

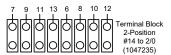


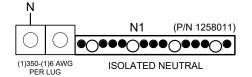
FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN NO PE SHIELD

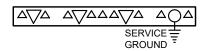


C1-C4: Contactor, 60-amp, 3-pole, Electrically held (120v coil) SIEMENS LEN (1098436)



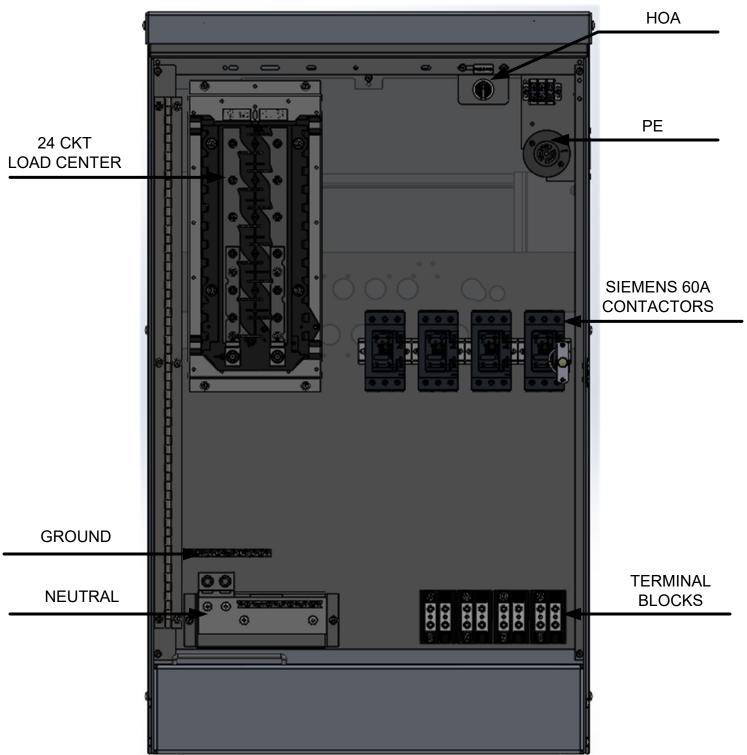


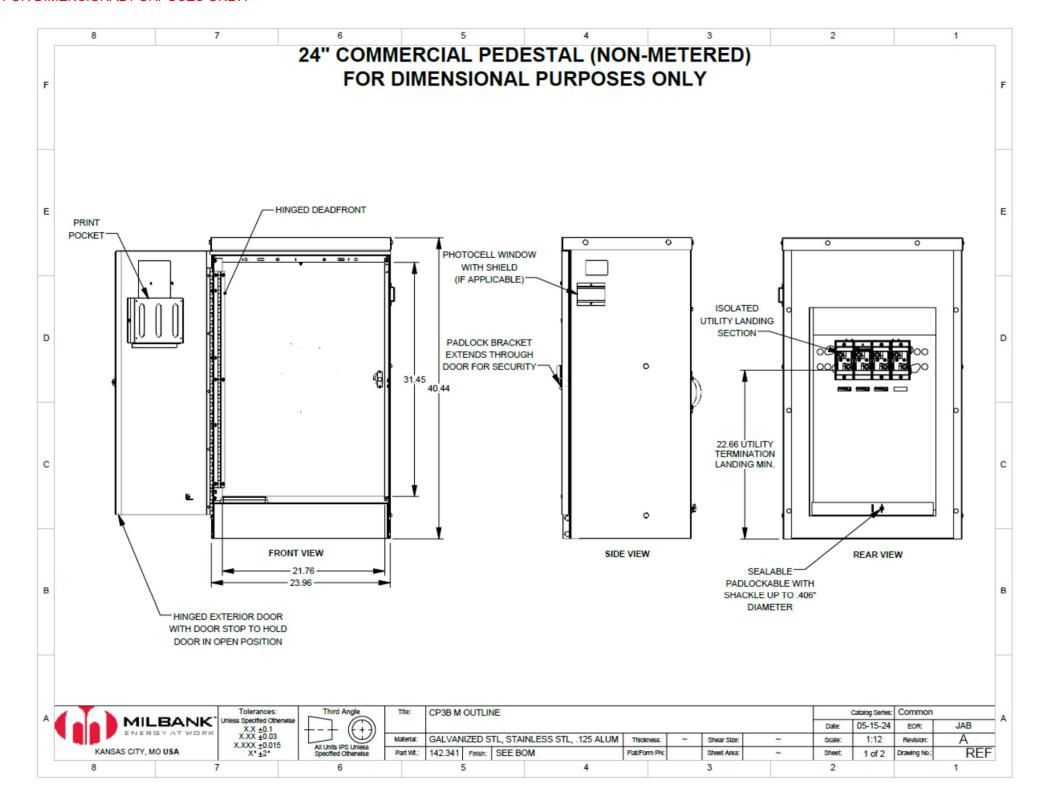


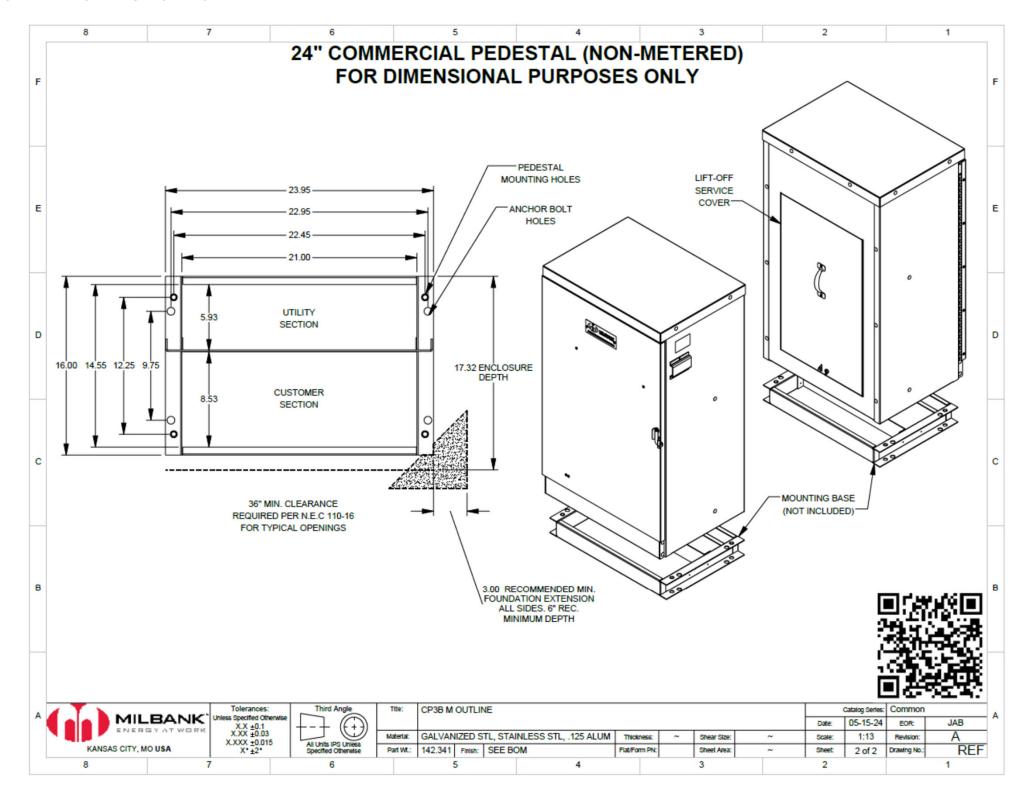












Date	09/04/2025						
Agent	Meglio ESI Group						
Distributor	Meglio ESI Group						
Job	CITY OF OLATHE CONTRACT						
PO #							
BO #	CP3BM1504171OLK						
Pedestal Size	СРЗВ-М						
Comments:							
Drawing	is approved as is						
Drawing	Drawing not approved; Requires changes						
Company Name							
SignatureDate							
PLEASE FAX OF	R EMAIL APPROVAL TO YOUR LOCAL MILBANK SALES REP						

# CP3BP1504173OLK BO 6686 CP3B-P L9-10

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-P, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts

The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts maximum, in accordance with the table below, but is limited to the lowest short circuit rating of any installed circuit breaker. Watthour meter is not included in the short circuit rating. Replacement circuit breakers must be of the same type and rating.

#### UNSWITCHED METERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
1			(NON USABLE SPACE)	2	200	2	MAIN
3			(NON USABLE SPACE)	4			
5	40	1		6	15	1	CONTROL
7				8			
9				10			
11				12			
13			(NON USABLE SPACE)	14	150	2	SWITCHED LC CONTROL
15			(NON USABLE SPACE)	16			

#### SWITCHED METERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
17	40	2		18	40	2	
19				20			
21	40	2		22	40	2	
23				24			
25				26			
27				28			
29				30			
31				32			

AIC RATING	MAIN	BRANCHES
10	SIEMENS TYPE QNR; EATON TYPE BJ; ABB – N/A	SIEMENS TYPE: QP (1-POLE 70A MAX), QT, QPF, QNR; EATON TYPE: BR, QFCB, HQP, QPGF; ABB TYPE TQL, THQL, THQL-GF

Circuit breaker handle trip position is between "ON" and "OFF". To reset breaker, move handle to the full "OFF" position, then to full "ON".

FACTORY INSTALLED ARC

FLASH LABEL (1119071)

NEXT TO MAIN

TAMPER PROOF SCREWS AND WRENCH

**CORBIN LOCK** 

### Terminal Information, Use AL/CU conductors

FI	FIELD WIRED CONNECTORS					NNEC	CTIONS	For Equipment Ground ONLY, multiple conductors in a single		
	SLOTTED HEAD SCREWS				THREADFO	RMING	SCREWS	opening	are permis	sable as
Socket	Torque	AWG		Torque, LbIn.			Torque,		dicated bel	ow
Size	LbIn.	Wire	Small	Large	SCREW	MAT'L	LbIn.	AWG		
	1 -2	Size	Hole	Hole				Wire	Small	Large
5/16"	275	#14-10	20	35	10-24	AL	30	Size	Hole	Hole
3/8"	375	#8	25	40	10-24	CU	50	#14-10	1-2	1-2
1/2"	500	#6	35	45	1/4-20	AL	50	#10	1	3
9/16"	600	#4	-	45	1/4-20	CU	72	#8 - 6	1	1
		#3-1/0	-	50				#4 - 1/0	1	1

Shipping may loosen electrical connections. CHECK TIGHTNESS BEFORE ENERGIZING.

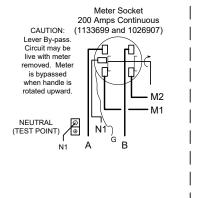
BONDED NEUTRAL – Remove neutral load conductors for test purposes only!

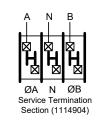




# CP3BP1504173OLK BO 6686 CP3B-P L9-10

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-P, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment





FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN

⚠

NO PE SHIELD

Hand Off Auto 120V Lighting Control Photo-cell supplied by others. 10A maximum load.

CP

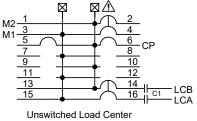
CP

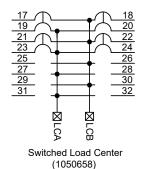
BLK

WHT

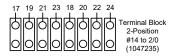
C1 is "ON" when the HOA is in the Auto position, And the PE is "ON."; C1 is "OFF" when either the PE or HOA are "OFF"; Select the HAND position To test C1

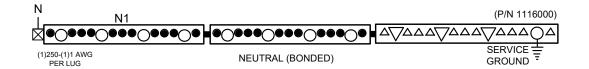
C1: Contactor, 200-amp, 3-pole, Electrically held (120v coil) SIEMENS LEN (1100168)





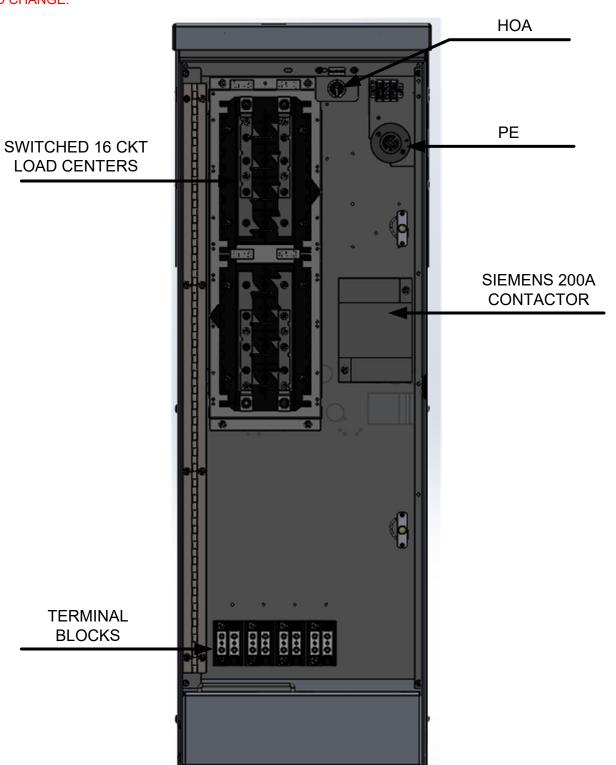
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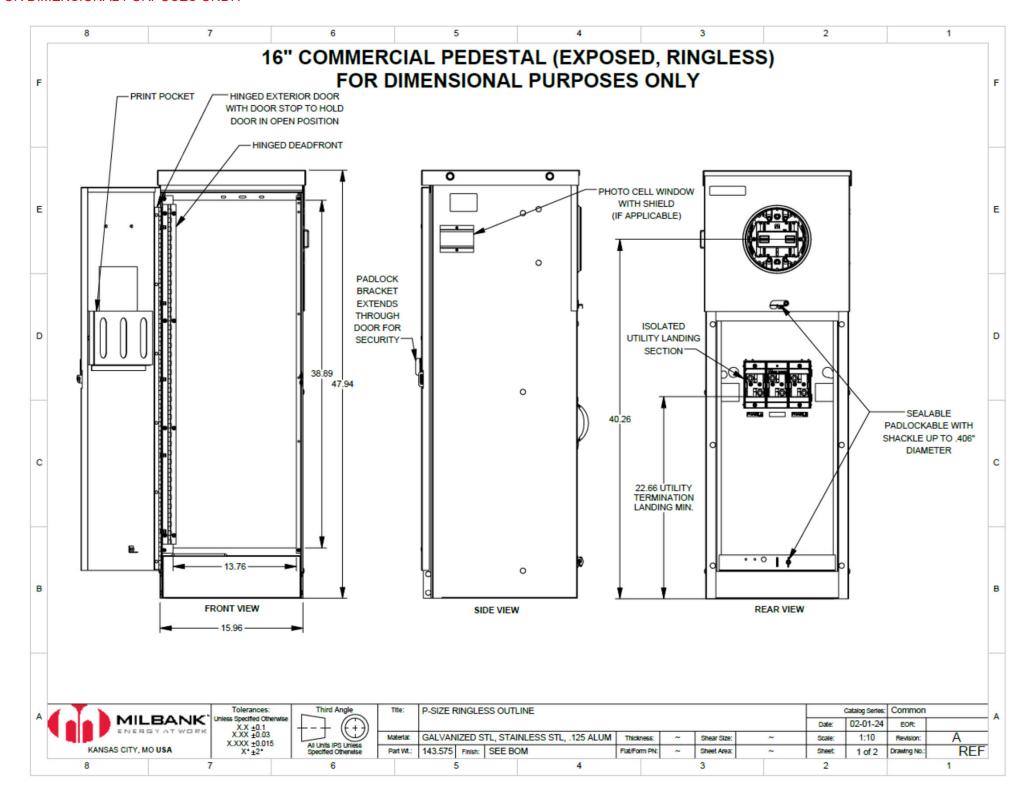


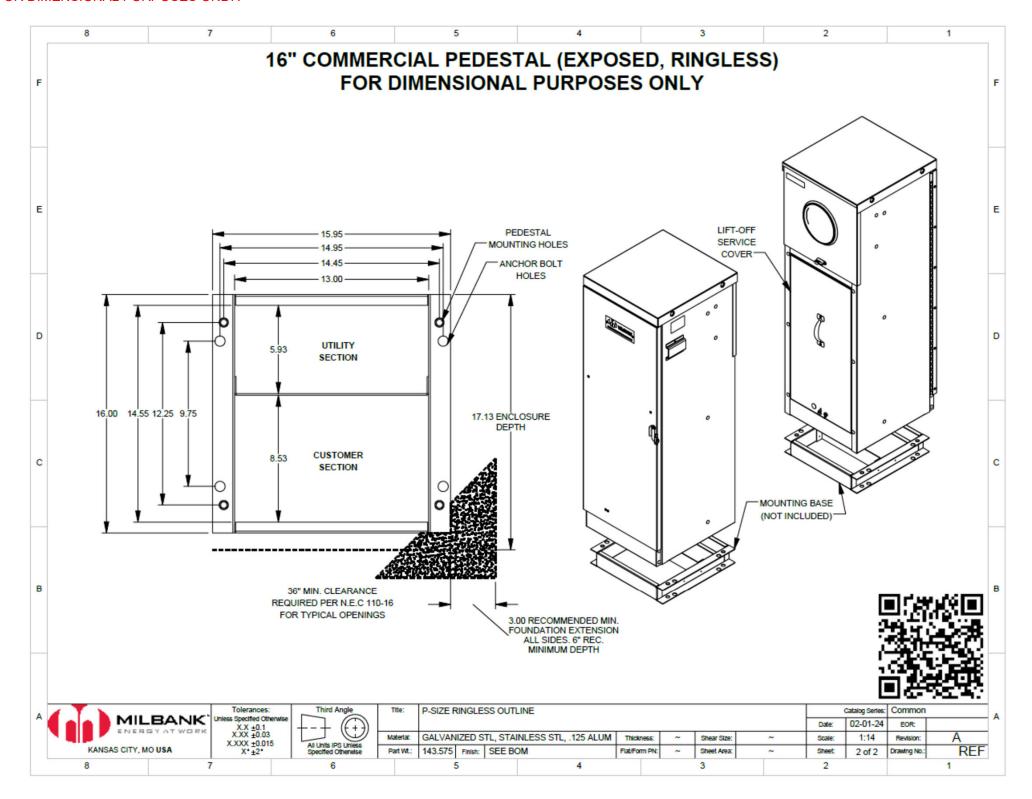












Date	09/04/2025	
Agent	Meglio ESI Group	
Distributor	Meglio ESI Group	
Job	CITY OF OLATHE CONTRACT	
PO#		
BO#	CP3BP1504173OLK	
Pedestal Size	CP3B-P	
Comments:		<del></del>
Drawing i	s approved as is	
Drawing r	not approved; Requires changes	
Company Nam	ne	
Signature		)ate
PLEASE FAX OF	R EMAIL APPROVAL TO YOUR LOCAL MILBANK	SALES REP.

# CP3BP1504177OLK BO 6686 CP3B-P L13-14

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-P, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts maximum, in accordance with the table below, but is limited to the lowest short circuit rating of any installed circuit breaker. Watthour meter is not included in the short circuit rating. Replacement circuit breakers must be of the same type and rating.

### METERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
1			(NON USABLE SPACE)	2	200	2	MAIN
3			(NON USABLE SPACE)	4			
5	40	1		6	40	2	
7	40	2		8			
9				10	40	2	
11	40	2		12			
13				14			
15				16			
17				18			
19	,			20			
21	,			22			
23	·			24	15	1	CONTROL

AIC RATING	MAIN	BRANCHES					
10	SIEMENS TYPE QNR; EATON TYPE BJ; ABB – N/A	SIEMENS TYPE: QP (1-POLE 70A MAX), QT, QPF; EATON TYPE: BR, QFCB, HQP, QPGF; ABB TYPE TQL, THQL, THQL-GF					

Circuit breaker handle trip position is between "ON" and "OFF". To reset breaker, move handle to the full "OFF" position, then to full "ON".

FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN TAMPER PROOF SCREWS AND WRENCH CORBIN LOCK

### Terminal Information, Use AL/CU conductors

FIELD WIRED CONNECTORS					BUS CO	NNEC	CTIONS	For Equipment Ground ONLY, multiple conductors in a single		
SLOTTED HEAD SCREWS				THREADFO	RMING	<b>SCREWS</b>	opening	are permis	sable as	
Socket	Torque	AWG	Torque	, Lbln.			Torque,	in	dicated bel	ow
Size	LbIn.	Wire	Small	Large	SCREW	MAT'L	LbIn.	AWG		
SIZE	LDIII.	Size	Hole	Hole			20	Wire	Small	Large
5/16"	275	#14-10	20	35	10-24	AL	30	Size	Hole	Hole
3/8"	375	#8	25	40	10-24	CU	50	#14-10	1-2	1-2
1/2"	500	#6	35	45	1/4-20	AL	50	#10	1	3
9/16"	600	#4	-	45	1/4-20	CU	72	#8 - 6	1	1
		#3-1/0	-	50				#4 - 1/0	1	1

Shipping may loosen electrical connections. CHECK TIGHTNESS BEFORE ENERGIZING.

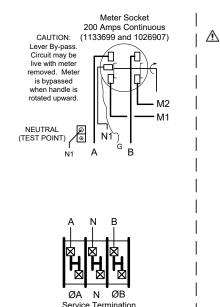
BONDED NEUTRAL – Remove neutral load conductors for test purposes only!





# CP3BP1504177OLK BO 6686 CP3B-P L13-14

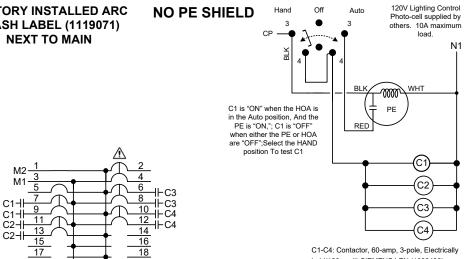
120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-P, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment

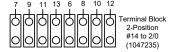


Section (1114904)

**FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN** 

19 21



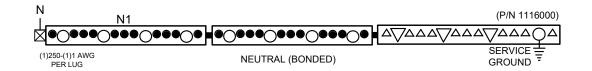


Load Center (1050663)

18

20 22

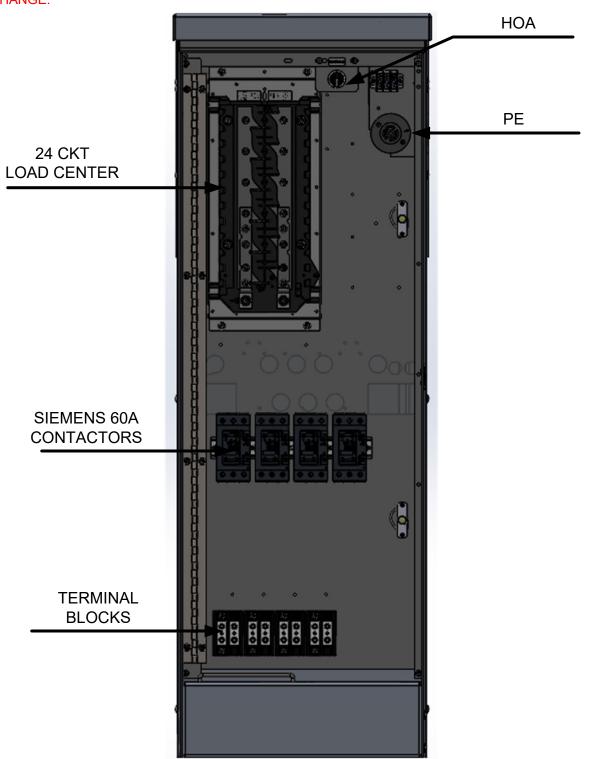
24 CP

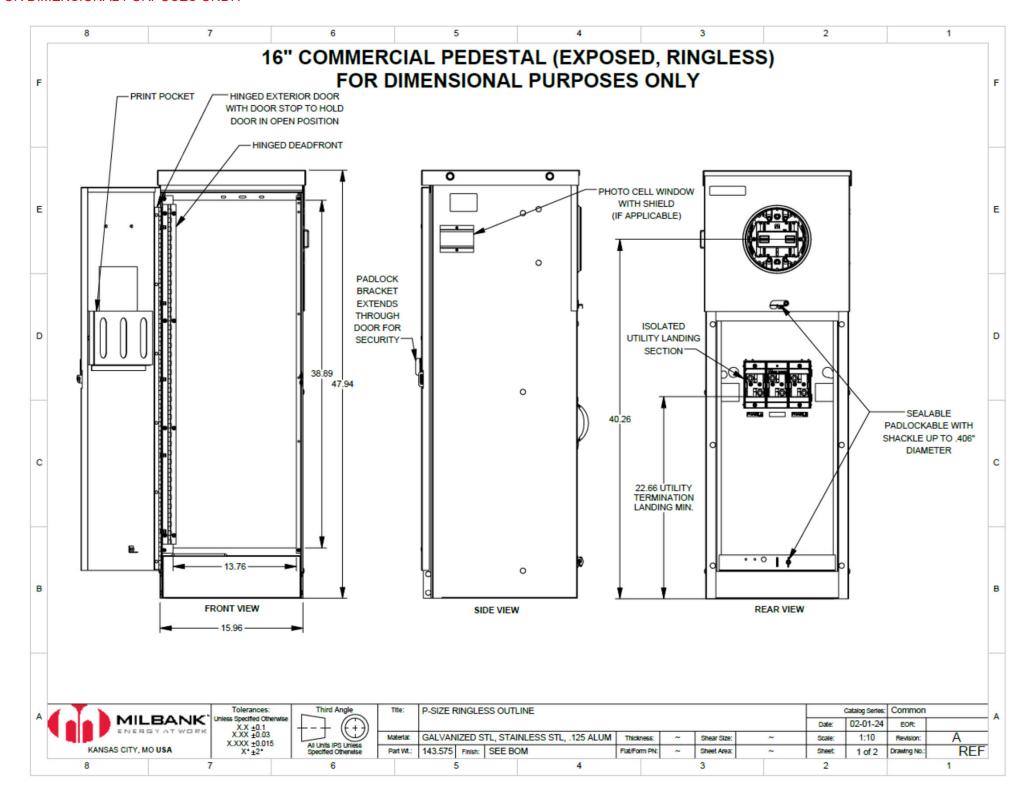


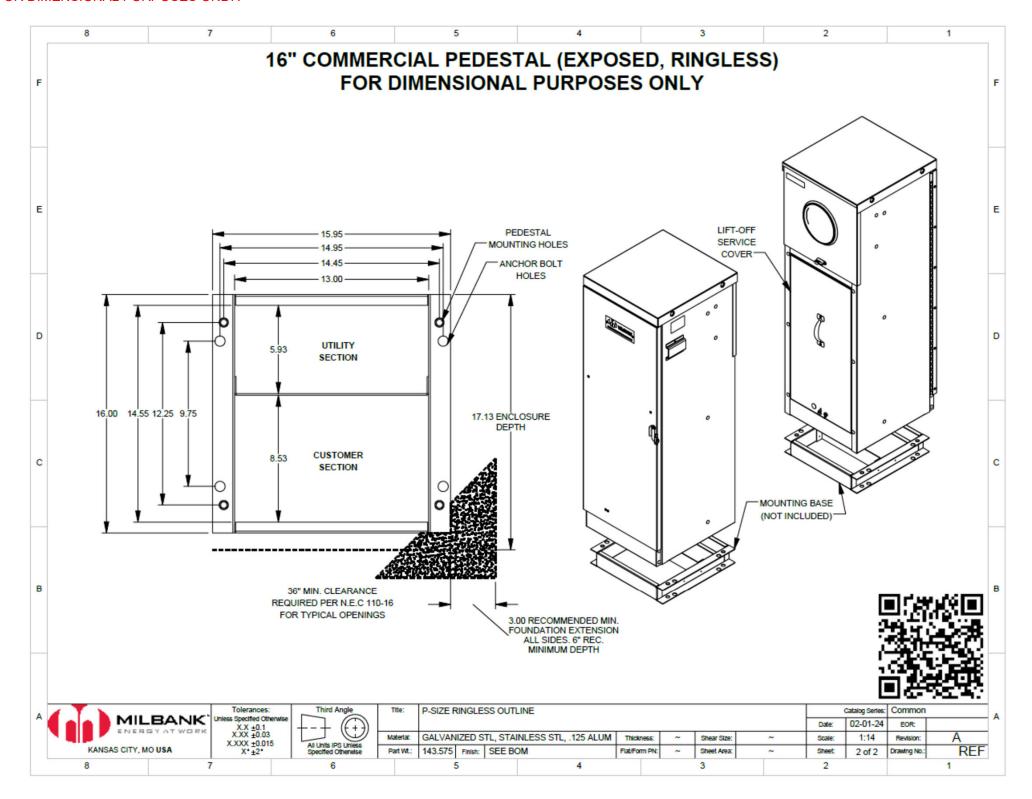




held(120v coil) SIEMENS LEN (1098436)







Date	09/04/2025							
Agent	Meglio ESI Group							
Distributor	Meglio ESI Group							
Job	CITY OF OLATHE CONTRACT							
PO#								
BO#	CP3BP1504177OLK							
Pedestal Size	CP3B-P							
Comments:								
Drawing i	is approved as is							
Drawing	Drawing not approved; Requires changes							
Company Name								
Signature	Date							
PLEASE FAX OF	R EMAIL APPROVAL TO YOUR LOCAL MILBANK SALES REP							

# CP3BR1504165OLK BO 6686 CP3B-R L1-2

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-R, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment

The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts maximum, in accordance with the table below, but is limited to the lowest short circuit rating of any installed circuit breaker. Watthour meter is not included in the short circuit rating. Replacement circuit breakers must be of the same type and rating.

### UNSWITCHED METERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
1			(NON USABLE SPACE)	2	200	2	MAIN
3			(NON USABLE SPACE)	4			
5	40	1		6	15	1	CONTROL
7				8			
9				10			
11				12			
13			(NON USABLE SPACE)	14	150	2	SWITCHED LC CONTROL
15			(NON USABLE SPACE)	16			

### SWITCHED METERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
17	40	2		18	40	2	
19				20			
21	40	2		22	40	2	
23				24			
25				26			
27				28			
29				30			
31				32			

AIC RATING	MAIN	BRANCHES					
10	SIEMENS TYPE QNR; EATON TYPE BJ; ABB – N/A	SIEMENS TYPE: QP (1-POLE 70A MAX), QT, QPF, QNR; EATON TYPE: BR, QFCB, HQP, QPGF; ABB TYPE TQL, THQL, THQL-GF					

Circuit breaker handle trip position is between "ON" and "OFF". To reset breaker, move handle to the full "OFF" position, then to full "ON".

**FACTORY INSTALLED ARC** ⚠ **FLASH LABEL (1119071) NEXT TO MAIN** 

**TAMPER PROOF SCREWS AND WRENCH** 

**CORBIN LOCK** 

### Terminal Information, Use AL/CU conductors

FI	FIELD WIRED CONNECTORS					NNEC	CTIONS	For Equipment Ground ONLY, multiple conductors in a single		
	SLOTTED HEAD SCREWS				THREADFO	RMING	SCREWS	opening	are permis	sable as
Socket	Torque	AWG		Torque, LbIn.			Torque,		dicated bel	ow
Size	LbIn.	Wire	Small	Large	SCREW	MAT'L	LbIn.	AWG		
		Size	Hole	Hole				Wire	Small	Large
5/16"	275	#14-10	20	35	10-24	AL	30	Size	Hole	Hole
3/8"	375	#8	25	40	10-24	CU	50	#14-10	1-2	1-2
1/2"	500	#6	35	45	1/4-20	AL	50	#10	1	3
9/16"	600	#4	-	45	1/4-20	CU	72	#8 - 6	1	1
		#3-1/0	-	50				#4 - 1/0	1	1

Shipping may loosen electrical connections. CHECK TIGHTNESS BEFORE ENERGIZING.

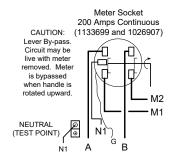
BONDED NEUTRAL - Remove neutral load conductors for test purposes only!

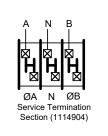




# CP3BR1504165OLK BO 6686 CP3B-R L1-2

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-R, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment





FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN

⚠

NO PE SHIELD

Hand Off Auto

3

CP

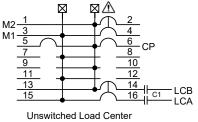
Auto

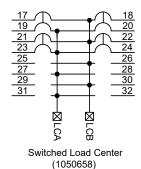
120V Lighting Control Photo-cell supplied by others. 10A maximum load.

N1

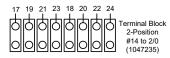
C1 is "ON" when the HOA is in the Auto position, And the PE is "ON," C1 is "OFF" when either the PE or HOA are "OFF"; Select the HAND position To test C1

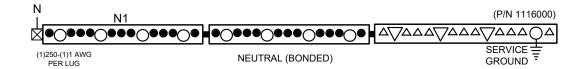
C1: Contactor, 200-amp, 3-pole, Electrically held (120v coil) SIEMENS LEN (1100168)





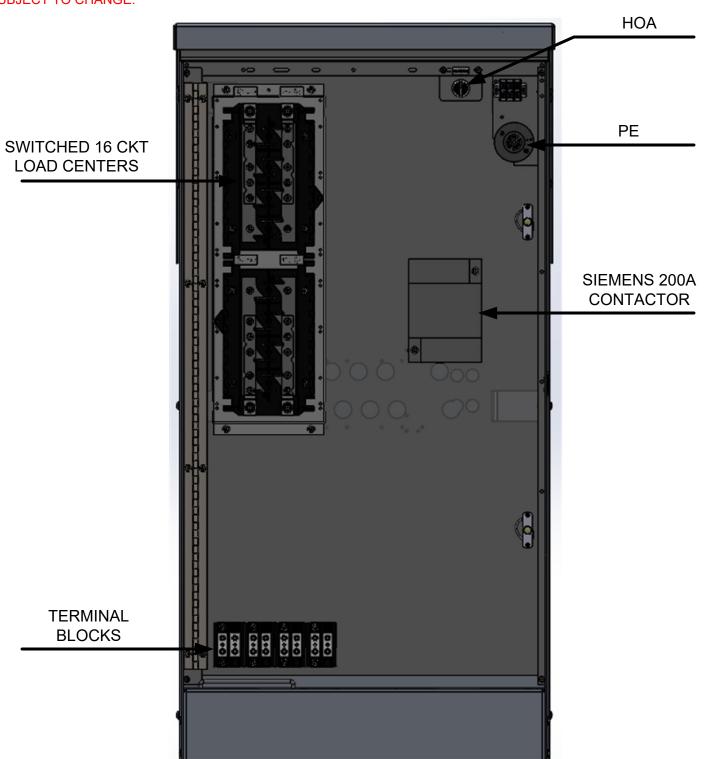
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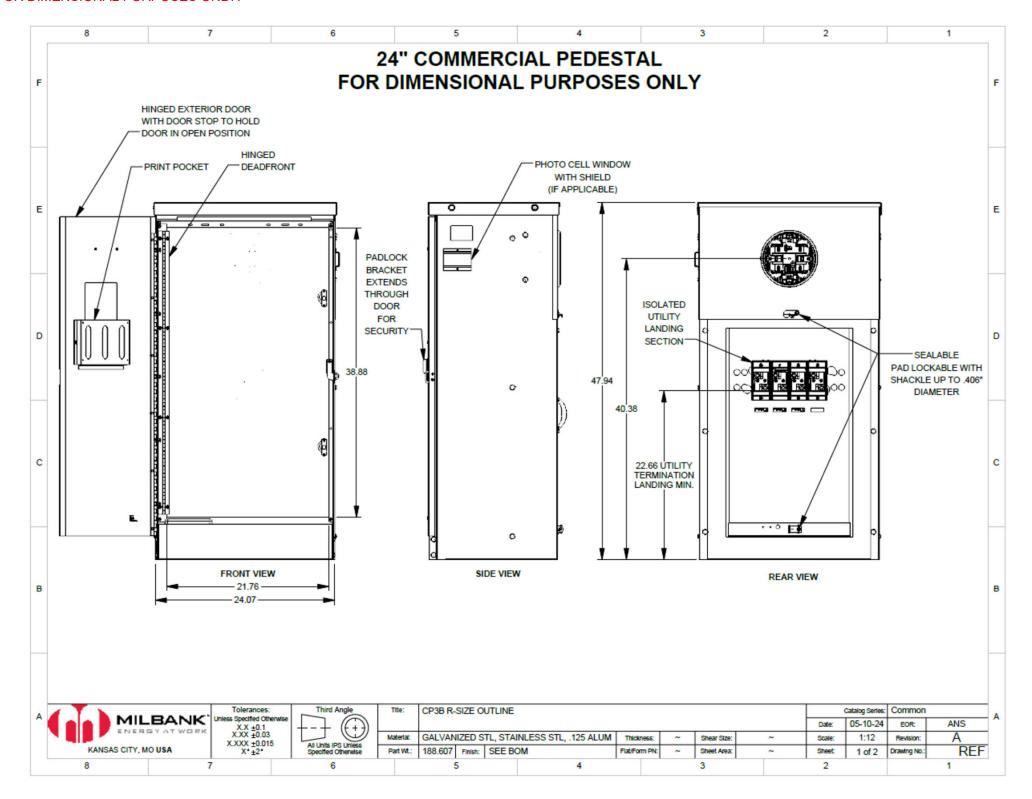


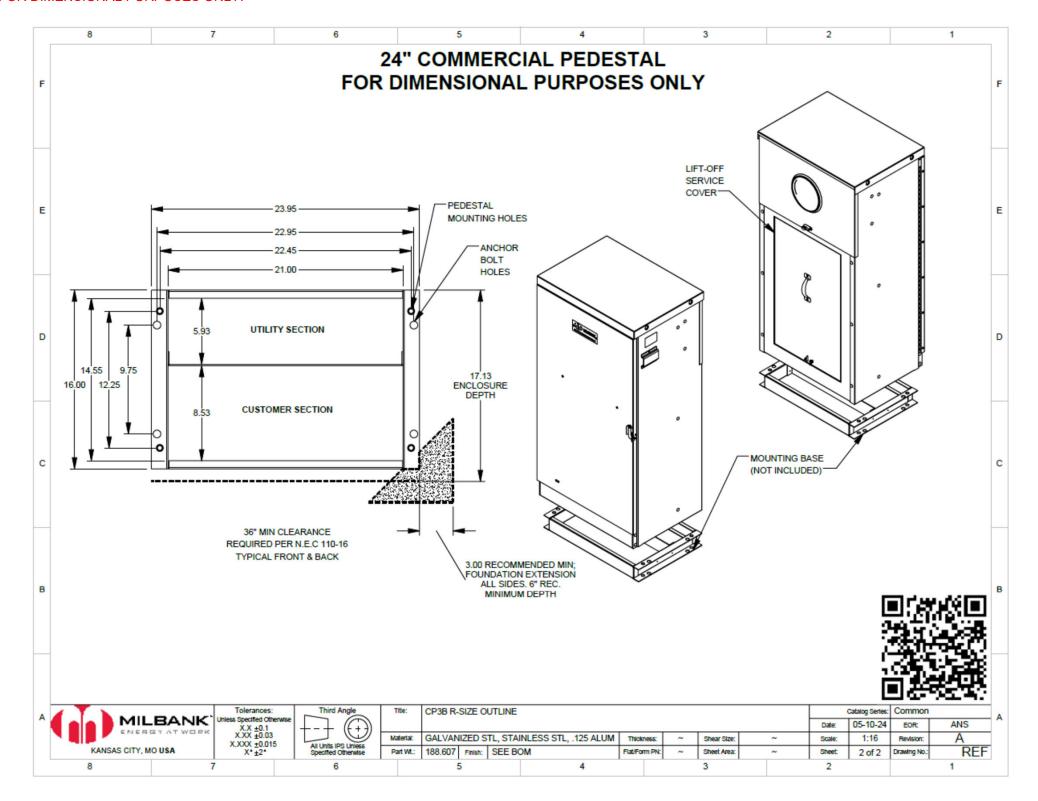












Date	09/04/2025						
Agent	Meglio ESI Group						
Distributor	Meglio ESI Group						
Job	CITY OF OLATHE CONTRACT						
PO#							
BO #	CP3BR1504165OLK						
Pedestal Size	CP3B-R						
Comments:							
Drawing	is approved as is						
Drawing	not approved; Requires changes						
Company Name							
Signature	Date						
PLEASE FAX OF	R EMAIL APPROVAL TO YOUR LOCAL MILBANK SALES REP.						

# CP3BR1504169OLK BO 6686 CP3B-R L5-6

120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-R, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment The short circuit current rating is 10,000 RMS symmetrical amperes maximum at 240volts maximum, in accordance with the table below, but is limited to the lowest short circuit rating of any installed circuit breaker. Watthour meter is not included in the short circuit rating.

Replacement circuit breakers must be of the same type and rating.

### METERED CIRCUIT DIRECTORY (LOAD CENTER)

No.	Amp.	Poles	Circuit Description	No.	Amp.	Poles	Circuit Description
1			(NON USABLE SPACE)	2	200	2	MAIN
3			(NON USABLE SPACE)	4			
5	40	1		6	35	2	
7	35	2		8			
9				10	35	2	
11	35	2		12			
13				14			
15				16			
17				18			
19				20			
21				22			
23				24	15	1	CONTROL

AIC RATING	MAIN	BRANCHES				
10	SIEMENS TYPE QNR; EATON TYPE BJ; ABB – N/A	SIEMENS TYPE: QP (1-POLE 70A MAX), QT, QPF; EATON TYPE: BR, QFCB, HQP, QPGF; ABB TYPE TQL, THQL, THQL-GF				

Circuit breaker handle trip position is between "ON" and "OFF". To reset breaker, move handle to the full "OFF" position, then to full "ON".

FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN TAMPER PROOF SCREWS AND WRENCH CORBIN LOCK

### Terminal Information, Use AL/CU conductors

FIELD WIRED CONNECTORS					BUS CONNECTIONS			For Equipment Ground ONLY, multiple conductors in a single				
I				SLOTTED HEAD SCREWS			THREADFORMING SCREWS			opening are permissable as		
ſ	Socket	Torque	AWG	Torque	, Lbln.		MAT'L	Torque, LbIn.	indicated below			
l	Size	LbIn.	Wire Size	Small Hole	Large SCRE Hole	SCREW			AWG Wire	Small	Large	
I	5/16"	275	#14-10	20	35	10-24	AL	30	Size	Hole	Hole	
ı	3/8"	375	#8	25	40	10-24	CU	50	#14-10	1-2	1-2	
ı	1/2"	500	#6	35	45	1/4-20	AL	50	#10	1	3	
ı	9/16"	600	#4	-	45	1/4-20	CU	72	#8 - 6	1	1	
l			#3-1/0	-	50				#4 - 1/0	1	1	

Shipping may loosen electrical connections. CHECK TIGHTNESS BEFORE ENERGIZING.

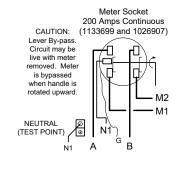
BONDED NEUTRAL – Remove neutral load conductors for test purposes only!

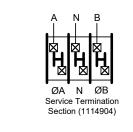




# CP3BR1504169OLK BO 6686 CP3B-R L5-6

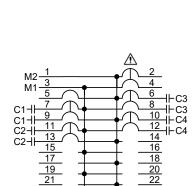
120/240 VAC, 1-phase, 3-wire; 200 Amps Maximum, (see Main circuit breaker rating) CP3B-R, Rainproof - Type 3R, Aluminum Enclosure, Unpainted Enclosed Industrial Control - Suitable ONLY for Use as Service Equipment





FACTORY INSTALLED ARC FLASH LABEL (1119071) NEXT TO MAIN

⚠



Load Center (1050663)

NO PE SHIELD

Hand Off Auto 120V Lighting Control Photo-cell supplied by others. 10A maximum load.

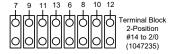
CP

ST Is "ON" when the HOA is in the Auto position, And the PE is "ON," C1 is "OFF" when either the PE or HOA are "OFF", Select the HAND position To test C1

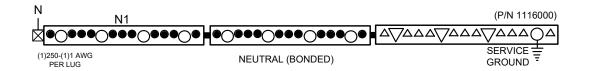
C1-C4: Contactor, 40-amp, 2-pole, Electrically held (120v coil) Square D DPA42V02 (1166962)

C2

C3

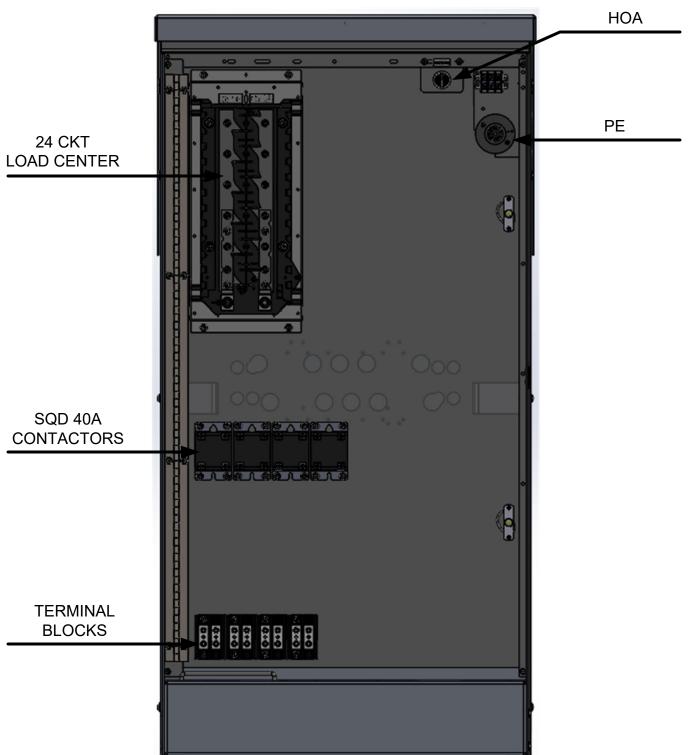


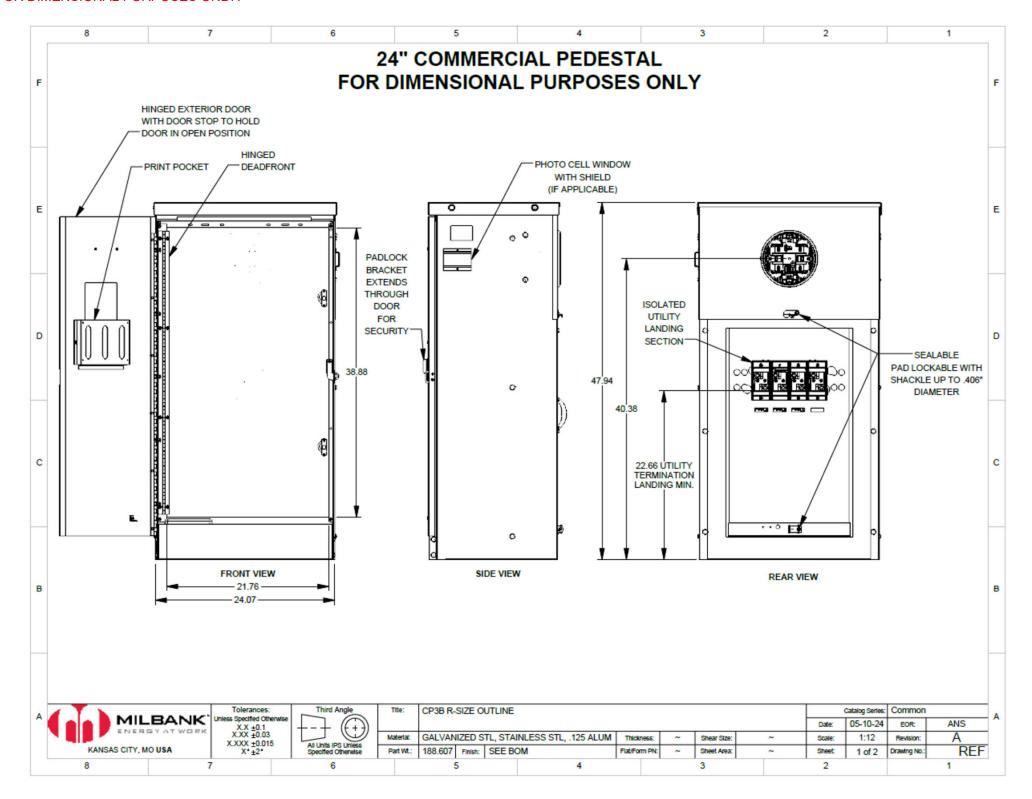
24 CP

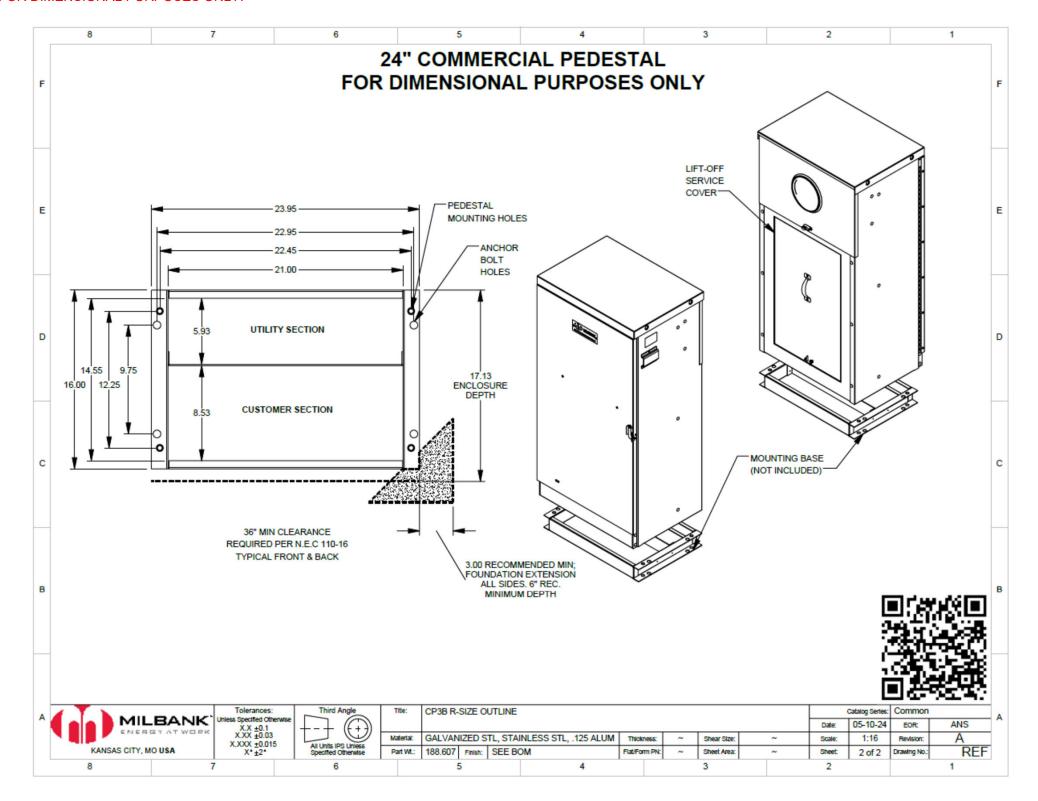












Date	09/04/2025	
Agent	Meglio ESI Group	
Distributor	Meglio ESI Group	
Job	CITY OF OLATHE CONTRACT	
PO#		
BO#	CP3BR1504169OLK	
Pedestal Size	CP3B-R	
Comments:		
Drawing i	is approved as is	
Drawing	not approved; Requires changes	
Company Nan	me	
Signature	Date	
PLEASE FAX OF	R FMAIL APPROVAL TO YOUR LOCAL MILBANK SALES REP	

Catalog Number: Date: Project

#### **OVERVIEW**

With a design life of 20+ years and superior in-rush current and surge-protection features, the DLL Elite support the extended life and low maintenance benefits associated with LED fixtures.

#### **FEATURES**

#### **APPLICATIONS**

- LED lighting fixtures that require dusk to dawn control
- High inrush current fixtures
- Designed to last as long as your LED lighting system, 20+ years
- LED inrush protection with TRIAC assisted relay
- Extreme surge protection of 1280J/40kA utility or 2120J/40kA UL listed
- Double thick enclosure and lens with additional UV inhibitor
- High temp base plastic tested to 140°C
- Long life capacitors
- Full wave rectified power supply
- Dual zener diodes for long life
- Solid brass contact blades
- Double sided, thru hole plated .062" FR4 circuit board
- Conformal coated printed circuit board
- Sealed packaging for extended storage

#### **SPECIFICATIONS**

#### **REGULATORY LISTINGS**

- ANSI C136.10
- ROHS compliant
- UL listed to U.S. and Canadian safety standards
- Surge rated in excess of ANSI C136.10 to 20kV/10kA

#### **OPERATING CHARACTERISTICS**

- Operating Levels: Turn-on at 1.5 FC and turn-off at 2.25 FC (On:Off ratio of 1:1.5)
- Operating temperature: -40C to 70C
- Voltage 120 to 480 VAC, 60Hz
- Load rating: 1000 watts, 1800 VA ballast
  - UL Load Rating: 1000VA
- Average power consumption: <0.5 watts @ 120V</li>

#### Warranty

Ten-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/CustomerResources/Terms\_and\_conditions.aspx

**Note**: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice

## DTL DARK TO LIGHT

## DLL Elite Electronic Locking Type Photocontrol

#### Standard



**Low Profile** 



DI	DLL STANDARD COLORS									
	Non-UL UL									
120-277V	Green	Blue								
347V	Green	Green								
480V	Yellow	Yellow								

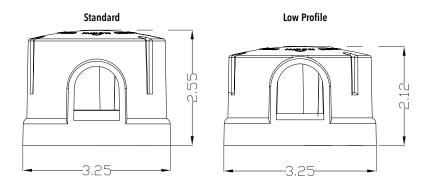
#### ORDERING INFORMATION

DLL PHOTOCONTROI	DLL PHOTOCONTROL Example: DLL127								
Series & Voltage	Failure Mode	Turn-On Level (fc)	Housing	Filter	Certification	Cover Color	Pkg. Qty.		
DLL127 120-277V DLL347 347V <sup>1</sup> DLL480 480V <sup>1</sup>	[blank] Fail On F Fail Off	1.5 ANSI Standard	[blank] Standard height LP Low Profile <sup>2</sup>	[blank] Silicon Sensor IR IR filtered silicon sensor	[blank] Standard CUL cULus listed <sup>3</sup>	[blank] See standard colors table above  BK Black <sup>4</sup> BR Brown <sup>4</sup> GR Green <sup>4</sup> GY Gray <sup>4</sup> BL Blue <sup>4</sup> YL Yellow <sup>4</sup>	JU 1 Unit J12 12 Units J50 50 Units		

#### NOTES

- 1. Only available with CUL certification option.
- 2. Not available with DLL347, DLL480, or CUL certification.
- 3. Color substitutions not allowed for cULus models.
- 4. Non-standard custom colors are non-stock items. Available in J12 and J50 only. Consult customer service.

### **DIMENSIONS**



### **STOCKED MODEL NUMBERS**

Model #	Description	Pkg. Qty.
DLL127 1.5	120-277V Fail- On (non-UL)	J50
DLL127 1.5 BL	120-277V Fail- On (non-UL) Blue	J50
DLL127 1.5 GY	120-277V Fail- On (non-UL) Gray	J50
DLL127 1.5 BK	120-277V Fail- On (non-UL) Black	J50
DLL127F 1.5	120-277V Fail- Off (non-UL)	J50
DLL127 1.5 LP	120-277V Fail- On (non-UL) Low Profile	J50
DLL127 1.5 IR	120-277V Fail-On (non-UL) IR Filter	J50
DLL127 1.5 IR BK	120-277V Fail-On (non-UL) IR Filter Black	J50
DLL127 1.5 IR BL	120-277V Fail-On (non-UL) IR Filter Blue	J50
DLL127F 1.5 CUL	120-277V Fail- Off	J50
DLL127 1.5 CUL	120-277V Fail- On	J50
DLL347F 1.5 CUL	347V Fail- Off	J50
DLL347 1.5 CUL	347V Fail- On	J50
DLL480F 1.5 CUL	480V Fail- Off	J50
DLL480 1.5 CUL	480V Fail- On	J50



**LED High Mast Lighting** 















#### Mechanical

Rugged die cast, low copper content aluminum alloy electrical and optical housing are polyester powder coated with super durable paint for durability and corrosion resistance. Rigorous pre-treating and painting process yields a finish that achieves a scribe creepage rating of 10 (per ASTM D1654) after over 5,000 hours exposure to salt fog chamber (per ASTM B117). Enhanced corrosion resistance option (CR) includes an anodized pre-finish that achieves scribe creepage rating of 10 (per ASTM D1654) after over 20,000 hours of exposure to salt fog chamber (per ASTM B117). Four bolt horizontal arm mount with  $\pm$  - 5 degree vertical adjustment provides 3g vibration rating per ANSI C136. Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8"). Two captive bolts or optional tool-less latches disengage top electrical cover for easy access to LED drivers, surge protection, and terminal block. IP66 rated LED modules, IP65 electrical assembly per IEC60068-2-3. Luminaire electrical and optical housing ship complete in one carton facilitating installation and minimizing carton disposal at jobsite.

#### Electrical

Quick disconnect connectors for ease of installation and maintenance. Extreme surge protection meets 20kV/10kA per ANSI/IEEE C62.41. Driver includes 0-10V dimming, meets maximum total harmonic distortion (THD) of 20%, and is ROHS compliant. A three stage terminal block is standard for ease of installation. Minimum operating temperature is -40°C. Electronic driver has an expected life of 100,000 hours at 25°C. XVOLT -Electrical option provides protection against dropped neutral in 277V input as derived from 480V Wye. XVOLT also provides greater immunity from six common power quality issues.

#### **Optical**

Chip on Board (COB) LED technology with color temperature options of 3000K, 4000K and 5000K with CRI of 70 minimum. Borosilicate prismatic glass optics ensure longevity and minimize dirt depreciation. Zero uplight optics reduce sky glow and meets Dark Sky requirements. Prismatic glass optics provide overlapping pattern on application space eliminating dark spots. Prismatic glass optics minimize direct view of LED, reducing glare. Rotatable optic assembly provides alignment of asymmetric distributions to roadway.

#### Controls (Optional)

Controls options include the PR3 and PR7 locking style photocontrol receptacles. The PR7 receptacle option is factory pre-wired to dimming leads of drivers.

PCLL - Extreme long life solid state locking-style photocontrol (20 year rated life)

ICMNYX - Nyx Hemera module, an onboard device that can receive power line control signals and communicate commands to the driver. Part of an overall Nyx Hemera control system and relies on components of the control system that are installed outside of the luminaire and provided separately.

**Field Adjustable Output (AO) module** — An onboard device that allows manual adjustment of the light output and input wattage to meet site specific requirements, allowing a single fixture configuration to be flexibly applied in many different applications. The AO module is pre-set at the factory to position 8 (100% output).

#### **Testing Compliance**

Luminaire conforms to the following standards:

- ANSI/IEEE extreme surge protection per C136.2
- ANSI C82.77:2002 harmonic distortion
- Vibration tested to 3g level per ANSI C136.31-2018
- Standard paint finish achieves scribe creepage rating of 10 (per ASTM D1654) after over 5,000 hours exposure to salt fog chamber (per ASTM B117)
- Enhanced corrosion resistance (CR) option achieves scribe creepage rating of 10 (per ASTM D1654) after over 20,000 hours of exposure to salt fog chamber (per ASTM B117).
- FCC Title 47 Part 15, subpart B
- Optical enclosure tested to IP66 ingress protection per IEC 60529:1999
- IEC 61000 Electromagnetic Compatibility Testing (EMC)
- UL 1598, Wet Location Safety Listing
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at <a href="https://www.designlights.org/QPL">www.designlights.org/QPL</a> to confirm which versions are qualified.

#### Manufacturing

Manufactured in Crawfordsville, Indiana. ARRA compliant. Test 100% electrical of all luminaires before shipment. No less than five (5) years experience in manufacturing LED-based products.

#### **Government Procurement**

BAA – Buy America(n) Act: Product qualifies as a domestic end product under the Buy American Act as implemented in the FAR and DFARS. Product also qualifies as manufactured in the United States under DOT Buy America regulations.

BABA — Build America Buy America: Product qualifies as produced in the United States under the definitions of the Build America, Buy America Act.

Please refer to <u>www.acuitybrands.com/resources/buy-</u> american for additional information.

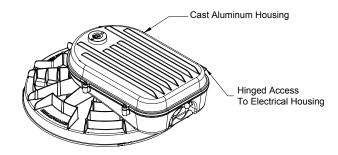
#### Warranty

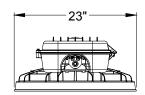
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: <a href="https://www.acuitybrands.com/support/warranty/terms-and-conditions">www.acuitybrands.com/support/warranty/terms-and-conditions</a>

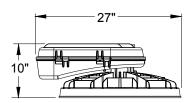
**Note:** Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

#### **DIMENSIONAL DATA**







Weight = 68 lbs. max (See Table on Page 6 for Details) EPA of Fixture = 1.30 sq. ft. EPA of Fixture with Shield = 3.11 sq. ft. UL1598, 50°C, Wet location P1, P2, P3, P4, P5 UL1598, 40°C, Wet location P6 UL1598, 30°C, Wet location P7

LED High Mast Luminaire



#### **ORDERING INFORMATION**

**Example:** HMLED4 P4 40K XVOLT HGR AW LTCH PR7

Series	Performance Package	Color temperature	Voltage	Housing Color	Optical	Options
HMLED4	P1 31,000 Lumens P2 42,000 Lumens P3 63,000 Lumens P4 85,000 Lumens P5 105,000 Lumens P6 112,000 Lumens P7 120,000 Lumens	30K 3000K CCT 40K 4000K CCT 50K 5000K CCT	MVOLT 120-277V HVOLT 347-480V XVOLT 277-480V with enhanced power quality protection	HAS As Specified HGR Gray HGH Graphite HBK Black HBZ Bronze HWH White	LN Long and Narrow MAS Medium, Asymmetric MAW Medium, Asymmetric Wide NAS Narrow, Asymmetric FTA Forward Throw, Asymmetric AN Area Narrow AW Area Wide AWS Area Wide Square	LTCH Tool-less latch closure  CR Enhanced corrosion resistance  AO Field Adjustable Output  SFD Single Fuse Disconnect  DFD Double Fuse Disconnect  PR3 3 Pin NEMA Receptacle  PR7 7 Pin NEMA Receptacle  PCLL DTL DLL Photocontrol for 120-277V  PCL3 DTL DLL Photocontrol for 347V  PCL4 DTL DLL Photocontrol for 480V  SH Shorting Cap  ICMNYX Integrated Nyx Hemera Control  DALI DALI driver option, consult factory

#### **Accessories:** Order as separate catalog number.

HMLEDF1FUS10R Single Fuse Accessory
HMLEDF2FUS10R Double Fuse Accessory
HMLED4D90 90 Degree Shield
HMLED4D120 120 Degree Shield
HMLED4D180 180 Degree Shield



PERFORMANCE		SYSTEM	3000K		400	OOK	5000K		
PACKAGE	DISTRIBUTION	WATTS	LUMENS	LPW	LUMENS	LPW	LUMENS	LPW	
	LN		32,484	163	33,085	166	33,686	169	
	MAS		29,689	149	30,238	152	30,787	155	
	MAW		29,772	149	30,323	152	30,873	154	
D1	NAS	100	29,864	150	30,416	153	30,968	156	
P1	FTA	199	28,052	141	28,571	144	29,090	146	
	AN		33,014	166	33,625	169	34,235	172	
	AW		30,655	154	31,222	157	31,788	160	
	AWS		30,589	154	31,155	157	31,720	159	
	LN		46,264	157	47,120	160	47,975	162	
	MAS		42,284	143	43,066	146	43,848	149	
	MAW		42,401	144	43,186	147	43,970	149	
P2	NAS	295	42,532	144	43,319	147	44,105	150	
PZ	FTA	293	39,952	135	40,691	138	41,430	140	
	AN		47,019	159	47,889	162	48,758	165	
	AW		43,659	148	44,466	151	45,273	153	
	AWS		43,565	148	44,371	150	45,176	153	
	LN		66,995	156	68,234	159	69,473	162	
	MAS		61,231	143	62,363	145	63,495	148	
	MAW		61,401	143	62,536	146	63,672	149	
P3	NAS	429	61,590	144	62,729	146	63,868	149	
rs	FTA	429	57,856	135	58,926	137	59,995	140	
	AN		68,087	159	69,346	162	70,605	165	
	AW		63,221	147	64,390	150	65,559	153	
	AWS		63,086	147	64,253	150	65,420	152	
	LN		86,109	148	87,701	151	89,294	153	
	MAS		78,700	135	80,155	138	81,611	140	
	MAW		78,919	136	80,378	138	81,838	141	
D.4	NAS	502	79,162	136	80,626	139	82,090	141	
P4	FTA	582	74,359	128	75,734	130	77,109	132	
	AN		87,513	150	89,131	153	90,749	156	
	AW		81,258	140	82,761	142	84,264	145	
	AWS		81,086	139	82,585	142	84,084	144	
	LN		107,758	153	109,751	156	111,744	159	
	MAS		98,487	140	100,308	143	102,129	145	
	MAW		98,762	140	100,588	143	102,414	146	
P5	NAS	702	99,065	141	100,897	144	102,729	146	
ro	FTA	703	93,054	132	94,775	135	96,496	137	
	AN		109,516	156	111,542	159	113,567	162	
	AW		101,689	145	103,569	147	105,449	150	
	AWS		101,472	144	103,348	147	105,225	150	
	LN		112,822	150	114,908	153	116,995	155	
	MAS		103,115	137	105,022	139	106,929	142	
	MAW		103,403	137	105,315	140	107,227	142	
D6	NAS	753	103,721	138	105,639	140	107,557	143	
P6	FTA	/55	97,427	129	99,229	132	101,030	134	
	AN		114,663	152	116,783	155	118,903	158	
	AW		106,467	141	108,436	144	110,405	147	
	AWS		106,241	141	108,205	144	110,169	146	
	LN		121,877	145	124,130	148	126,384	151	
	MAS		111,391	133	113,450	135	115,510	138	
	MAW		111,701	133	113,767	136	115,832	138	
P7	NAS	838 (MVOLT)	112,045	134	114,117	136	116,188	139	
"/	FTA	898 (HVOLT)	105,246	126	107,192	128	109,138	130	
	AN		123,865	148	126,156	151	128,446	153	
	AW		115,012	137	117,139	140	119,265	142	
	AWS		114,767	137	116,889	139	119,011	142	
		,							

LED High Mast Luminaire



#### **OPTIONS MATRIX**

				Perfor	mance Pa	ickage			Colo	r Tempera	ature		Voltage				Housin	g Color		
		P1	P2	P3	P4	P5	P6	P7	30K	40K	50K	MVOLT	HVOLT	XVOLT	HAS	HGR	HGY	НВК	HBZ	HWH
	P1		N	N	N	N	N	N	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	Υ	Υ	Υ	Υ
	P2	N		N	N	N	N	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	P3	N	N		N	N	N	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Performance Package	P4	N	N	N		N	N	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
rackaye	P5	N	N	N	N		N	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	P6	N	N	N	N	N		N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	P7	N	N	N	N	N	N		Υ	Υ	Υ	Υ	Υ1	N	Υ	Υ	Υ	Υ	Υ	Υ
	30K	Υ	Υ	Υ	Υ	Υ	Υ	Υ		N	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Color Temperature	40K	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N		N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
lemperature	50K	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	N		Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	MVOLT	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ		N	N	Υ	Υ	Υ	Υ	Υ	Υ
Voltage	HVOLT	Υ	Υ	Υ	Υ	Υ	Υ	Υ1	Υ	Υ	Υ	N		N	Υ	Υ	Υ	Υ	Υ	Υ
	XVOLT	Υ	Υ	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ	N	N		Υ	Υ	Υ	Υ	Υ	Υ
	HAS	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ		N	N	N	N	N
	HGR	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N		N	N	N	N
Housing	HGY	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	N		N	N	N
Color	HBK	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	N	N		N	N
	HBZ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	N	N	N		N
	HWH	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	N	N	N	N	
	LN	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	MAS	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	MAW	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Ontics	NAS	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
0ptics	FTA	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	AN	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	AW	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	AWS	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	AO	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	DALI	RFD	RFD	RFD	RFD	RFD	RFD	N	RFD	RFD	RFD	RFD	N	N	RFD	RFD	RFD	RFD	RFD	RFD
	SFD	Υ	Υ	Υ	Υ	Υ	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	DFD	Υ	Υ	Y	Υ	Υ	Υ	RFD	Υ	Y	Υ	Υ	Y	Υ	Υ	Υ	Y	Y	Y	Υ
	PR3	Υ	Υ	Y	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	Y	Υ	Y	Υ	Y	Υ	Υ	Υ
Options	PR7	Υ	Υ	Υ	Υ	Υ	Y	Υ	Y	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	Υ
	PCLL	Υ	Υ	Y	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	PCL3	Υ	Υ	Y	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	PCL4	Y	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	SH	Υ	Y	Y	Y	Υ	Υ	Y	Υ	Y	Y	Υ	Υ	Y	Υ	Υ	Y	Υ	Υ	Υ
	ICMNYX	Y	Y	Y	Y	N	N	N	Υ	Y	Υ	Υ	Y	N	Υ	Υ	Y	Υ	Υ	Υ
	HMLED4D90	Y	Y	Y	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	Υ
HSS	HMLED4D120	Υ	Υ	Y	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	Y	Υ	Υ	Υ	Y	Υ	Y	Υ
	HMLED4D180	Y	Y	Y	Y	Y	Υ	Y	Υ	Y	Υ	Υ	Υ	Υ	Υ	Υ	Y	Υ	Υ	Υ

Note: Options designated "RFD" require additional information. Consult factory

 $<sup>^{\,1}\,</sup>$  P7 HVOLT is not suitable for use on ungrounded delta system. Consult factory for details.

LED High Mast Luminaire



#### **OPTIONS MATRIX** (continued)

							Optio	ons						Shielding	
		AO	DALI	SFD	DFD	PR3	PR7	PCLL	PCL3	PCL4	SH	ICMNYX	HMLED4D90	HMLED4D120	HMLED4D180
	P1	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	P2	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	P3	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Performance Package	P4	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
ruckuge	P5	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ
	P6	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ
	P7	Υ	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ
6.1	30K	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Color Temperature	40K	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
remperature	50K	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	MVOLT	Υ	RFD	Υ	Υ	Υ	Υ	Υ	N	N	Υ	Υ	Υ	Υ	Υ
Voltage	HVOLT	Υ	N	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	XVOLT	Υ	N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ
	HAS	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	HGR	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Housing	HGY	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Color	HBK	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	HBZ	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	HWH	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	LN	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	MAS	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	MAW	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Optics	NAS	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
Optics	FTA	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	AN	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	AW	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	AWS	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	A0		N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ
	DALI	N		RFD	RFD	RFD	RFD	RFD	RFD	RFD	RFD	N	RFD	RFD	RFD
	SFD	Υ	RFD		N	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	DFD	Υ	RFD	N		Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ
	PR3	Υ	RFD	Υ	Υ		N	Υ	Υ	Υ	Υ	N	Υ	Υ	Υ
Options	PR7	Υ	RFD	Υ	Υ	N		Υ	Υ	Υ	Υ	N	Υ	Υ	Υ
	PCLL	Υ	RFD	Υ	Υ	Υ	Υ		N	N	N	N	Υ	Υ	Y
	PCL3	Υ	RFD	Υ	Υ	Υ	Υ	N		N	N	N	Υ	Υ	Υ
	PCL4	Υ	RFD	Υ	Υ	Υ	Υ	N	N		N	N	Υ	Υ	Υ
	SH	Υ	RFD	Υ	Υ	Υ	Υ	N	N	N		N	Υ	Υ	Υ
	ICMNYX	N	N	Υ	Υ	N	N	N	N	N	N		Υ	Υ	Υ
	HMLED4D90	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ		N	N
HSS	HMLED4D120	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N		N
	HMLED4D180	Υ	RFD	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	Υ	N	N	

Note: Options designated "RFD" require additional information. Consult factory



ı	Adjustable Output Reponse (AO)							
AO Position	% Lumen Output	% Wattage						
1	21%	19%						
2	33%	31%						
3	46%	43%						
4	58%	56%						
5	70%	68%						
6	82%	81%						
7	94%	94%						
8 (factory default)	100%	100%						

Luminaire Ambient Temperature (LAT) Factor									
OC	15C	25C	35C	40C	50C				
1.05	1.02	1.00	0.98	0.97	0.96				

P1 thru P5 qualified to 50°C P6 qualified to 40°C P7 qualified to 30°C ICMNYX option qualified to 40°C

		LED Lumen Maintenance								
Lumen Package	0 hours	25,000 hours	50,000 hours	60,000 hours	75,000 hours	100,000 hours				
P1 thru P4	100%	96%	92%	91%	89%	85%				
P5	100%	96%	92%	90%	88%	84%				
P6	100%	95%	91%	89%	87%	82%				
P7	100%	94%	89%	87%	84%	79%				

The  $\it italicized$  data is extrapolated beyond the TM-21 standard

	Input Operating Amps									
	120V	208V	240V	277 <b>V</b>	347 <b>V</b>	480V				
P1	1.69	0.97	0.84	0.73	0.58	0.42				
P2	2.48	1.43	1.24	1.08	0.86	0.62				
P3	3.59	2.07	1.80	1.56	1.24	0.90				
P4	4.87	2.81	2.44	2.11	1.69	1.22				
P5	5.85	3.38	2.93	2.53	2.02	1.46				
P6	6.28	3.62	3.14	2.72	2.17	1.57				
P7	6.97	4.02	3.48	3.02	2.65	1.92				

Fixture Weight							
P1 thru P2	47 lbs						
P3 thru P4	53 lbs						
P5 thru P7	59 lbs						
P7 HVOLT	68 lbs						



## **Submittal Spec Sheet**

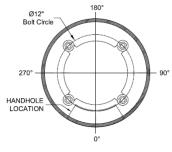
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Series: NYA

### **NYA NYC NYS Pole ABC**

North Yorkshire Decorative Cast Aluminum and Cast Iron & Steel Poles

#### **Product Submittal Description:**

North Yorkshire aluminum pole, 25FT, Shaft, Sitelink 5.25IN fluted, .25 wall, 17IN Base, Square Pattern Bolt Circle, Plain pole cap, Breakaway kit for cast aluminum pole, Black, Anchor bolt (galvanized steel)



The product images shown are for illustration purposes only and may not be an exact representation of the product.

**丛** IES Files

**丛** BIM Models

**♣ Full Spec Sheet** 

Warranty: www.acuitybrands.com/support/warranty/terms-and-conditions

#### Model #: NYA 25 SL5 17S PLN BWKT BK ABG ✓

Series*		Pole Height*					
NYA	North Yorkshire aluminum pole	08	8FT	17	17FT	26	26FT
	No. a. Fornosimo diaminam poro	09	9FT	18	18FT	27	27FT
		10	10FT	19	19FT	28	28FT
		11	11FT	20	20FT	29	29FT
		12	12FT	21	21FT	30	30FT
		13	13FT	22	22FT		
		14	14FT	23	23FT		
		15	15FT	24	24FT		
		16	16FT	25	25FT		
Shaft Sty	le*			Base Diar	neter*	Pole Top I	Mounting*
F4C	Shaft, 4IN diameter fluted, .125 wall	SL6	Shaft, Sitelink 5.75IN fluted, .25 wall	17D	17IN Base, Diamond Pattern Bolt Circle	C03	Tenon, 3.00 O.D. x 3IN tall
F4J	Shaft, 4IN diameter fluted, .25 wall	T4C	Shaft, 3IN to 4IN Tapered, .125 wall	178	17IN Base, Square Pattern Bolt Circle	C04	Tenon, 2.88 O.D. x 4IN tall
F5J	Shaft, 5IN diameter fluted, .25 wall	T5C	Shaft, 3IN to 5IN Tapered, .125 wall	20D	20IN Base, Diamond Pattern Bolt Circle	C05	3 x 5 tenon
FTJ	Fluted tapered, .25 wall thickness					C06	3 x 6 tenon
S4C	Shaft, 4IN diameter smooth, .125 wall					C08	3 x 8 tenon
S4J	Shaft, 4IN diameter smooth, .25 wall					C09	3 x 9 tenon
S5J	Shaft, 5IN diameter smooth, .25 wall					C12	3 x 12 tenon
SL4	Shaft, Sitelink 4.50IN fluted, .156 wall					C14	3 x 14 tenon
SL5	Shaft, Sitelink 5.25IN fluted, .25 wall					E08	3 1/2 x 8 tenon
Pole Top	Mounting* (Cont)	Breakaw	ay Kit	Finish*			
	4-3/8X8 Tenon, (actual size 4.38 O.D. X	BWKT	Breakaway kit for cast aluminum pole	ВК	Black	SL	Silver
G08	8" LG.)			BZ	Bronze	WH	White
044	4-3/8 x 11 tenon, (actual size 4.38 O.D.			CMC	Customer matched color		
G11	X 11IN LG.)			CTBS	Standard color to be determined		
G12	4 3/8 x 12 tenon			DB	Dark blue		
H10	4 1/2 x 10 tenon			GH	Graphite		
PLN	Plain pole cap			GN	Green		
VGP	VGC plate			GR	Gray		
				PP	Prime painted		



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## **Submittal Spec Sheet**

Dynamically Generated
Series: NYA

Base Mounting*		Receptacle		Grounding		
ABG DBB LAB	Anchor bolt (galvanized steel) Direct burial base, galvanized steel Less anchor bolt	FGB	Receptacle in base with wet location cover	GRD	1/2 copper grounding lug	

This is a dynamic specification sheet that is based on certain selections made by the user. All results generated are for informational purposes only. The user should validate the results with its agency sales representative to determine whether the product has been configured correctly before ordering. Acuity Brands Lighting is not responsible for any loss resulting from product configuration errors.

Not all versions of the product are available with all options.

Specifications subject to change without notice.

Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

See the full specification sheet at the product page link above for full product information and detailed ordering information.

Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate.

Visit: http://www.acuitybrandslighting.com/library/ll/documents/specsheets/acrylic-polycarbonate-compatibility.pdf for Acrylic-Polycarbonate Compatibility table for suitable uses.

All trademarks referenced are property of their respective owners.



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The remote server returned an error: (504) Gateway Timeout.

### **BHC Arm**

Boston Harbour Decorative Roadway Arm

#### **Product Submittal Description:**

Boston Harbour roadway arm, 72IN, Single arm, Tenon mount, Shaft, Sitelink 5.25IN fluted, .25 wall, Black



The product images shown are for illustration purposes only and may not be an exact representation of the product.

<u>↓ IES Files</u> <u>↓ BIM Models</u> <u>↓ Full Spec Sheet</u>

Product Webpage: <a href="https://www.acuitybrands.com/products/detail/1312654">www.acuitybrands.com/products/detail/1312654</a>
Warranty: <a href="https://www.acuitybrands.com/support/warranty/terms-and-conditions">www.acuitybrands.com/support/warranty/terms-and-conditions</a>

#### Model #: BHC 72IN 1A TN SL5 BK ✓

Series*		Height / Length*		Number of Arms*		Arm Co	Arm Connection*	
ВНС	Boston Harbour roadway arm	24IN	24IN	1A	Single arm	во	Bolt-on	
		36IN	36IN	2A	2 at 180 degrees	TN	Tenon mount	
		48IN	48IN			WB	Wall bracket	
		72IN	72IN					
		96IN	96IN					
Shaft St	hala.			Finish*				
Shart Si	tyle			Finish				
CDX	For use with AORTA, AORTS, FTA,	SL5	Shaft, Sitelink 5.25IN fluted, .25 wall	ВК	Black	SL	Silver	
CDX	FTB, FTJ, FTM, FTN, T4C and T5C shaft styles	SL6	Shaft, Sitelink 5.75IN fluted, .25 wall	BZ	Bronze	WH	White	
F4C	Shaft, 4IN diameter fluted, .125 wall	SL8	Shaft, Sitelink 8.50IN fluted	СМС	Customer matched color			
F4J	Shaft, 4IN diameter fluted, .25 wall	ST2	Shaft, Sitelink 5.75IN extruded	CTBS	Standard color to be determined			
F5J	Shaft, 5IN diameter fluted, .25 wall	ST3	Shaft, Sitelink 8.50IN extruded	DB	Dark blue			
S4C	Shaft, 4IN diameter smooth, .125 wall	T4C	Shaft, 3IN to 4IN Tapered, .125 wall	GH	Graphite			
S4J	Shaft, 4IN diameter smooth, .25 wall	T5C	Shaft, 3IN to 5IN Tapered, .125 wall	GN	Green			
S5J	Shaft, 5IN diameter smooth, .25 wall			GR	Gray			
	Shaft, Sitelink 4.50IN fluted, .156 wall			PP	Prime painted			

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## Submittal Spec Sheet Dynamically Generated

Series: BHC

## Submittal Spec Sheet Dynamically Generated

Series: BHC



## ABB INC. GENERAL TERMSAND CONDITIONS OF PURCHASE GOODS AND SERVICES

#### **UNITED STATES OF AMERICA, ENGLISH (2025-2)**

#### CLAUSE TITLE AND NUMBER

Acceptance and Terms of Contract	1	Intellectual Property	20
Applicable Law	2	New Materials	21
Assignment	3	Open Source Software	22
Change of Control/Place of Performance	4	Order of Precedence	23
Change Orders	5	Personal Data	24
Confidential Information/Data Protection	6	Pricing/Payment/Invoicing	25
Controlled Unclassified Information	7	Publicity; Logos and Trademarks	26
Counterfeit Work	8	Quality Management System	27
Default	9	Records	28
Definitions	10	Severability	29
Disputes	11	Surviving Clauses	30
Electronic Contracting	12	Termination for Convenience	31
Export Compliance	13	Timely Performance	32
Force Majeure	14	Title and Shipping	33
Independent Contractor	15	U.S. Government Requirements	34
Indemnity	16	Waivers, Approvals, Remedies	35
Inspection and Acceptance of Work	17	Warranty	36
Insurance	18	Work Performed on Premises	37
Integrity Compliance	19	Work with ABB-Furnished Property	38

#### 1. ACCEPTANCE AND TERMS OF CONTRACT

- (A) Supplier's acknowledgment, commencement of performance or acceptance of payment shall constitute Supplier's acceptance of this Contract.
- (B) Unless expressly accepted in writing by ABB, additional or differing terms contained in Supplier's quotation, proposal, acknowledgment, invoice or similar document are hereby objected to by ABB and have no effect.
- (C) This Contract contains the entire understanding of the Parties concerning its subject matter and integrates, merges and supersedes all prior and contemporaneous offers, negotiations, understandings and agreements, both written and oral, related thereto.
- (D) The Parties contemplate that ABB may procure Work hereunder on behalf of and for delivery to an ABB Affiliate.
- (E) The headings in this Contract are for reference only and shall not define, modify, expand or limit any of the terms or provisions herein or otherwise affect the interpretation of this Contract.

#### 2. APPLICABLE LAW

- (A) This Contract and any matter arising out of or relating to this Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Contract.
- (B) Supplier, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, ordinances of the United States, and if this Contract is performed partly or wholly outside of the United States, the country where Supplier performs this Contract, to the extent such compliance does not conflict with the laws of the United States. Supplier shall procure all governmental permits and licenses, pay all governmental fees, and comply with all governmental guidelines and directives applicable to its performance of this Contract.
- (C) Supplier, at its expense, shall provide reasonable cooperation to ABB in conducting any investigation regarding the nature and extent of any failure by Supplier or Supplier Personnel to comply with applicable local, state, and federal laws, regulations, ordinances, orders or rules that may affect Supplier's performance of its obligations hereunder.

Page 1 of 14

- (D)(1) Supplier represents and warrants that the Work and all chemical substances contained in or comprising the Work (hereafter "Substances") are supplied in full compliance with all applicable chemical and material control laws, regulations, and policies, including, but not limited to, current European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), EU Restriction of Hazardous Substances (RoHS), U.S. Toxic Substances Control Act ("TSCA"), including laws, regulations and policies pertaining to polyfluoroalkyl substances regulations ("PFAS") and U.S. California Proposition 65 and others (collectively "Material Control Laws") and that no current requirement prohibits or restricts the sale or transport of the Work or its Substances within in the United States or European Economic Area, and that the Work and its Substances have been pre-registered, registered, reported, approved and/or authorized as and to the extent required under such Material Control Laws. Non-U.S. Suppliers must provide a completed TSCA Certification compliant with 19 CFR 12.121 to ABB's designated import broker at the agreed upon port of export. At ABB's request, Supplier shall provide all information, including applicable Chemical Abstract Service ("CAS") numbers, Material Safety Data Sheets ("MSDS) and any subsequent changes thereto, Full Material Declarations ("FMD") (preferred document), or regulatory certifications, declarations and other data reasonably required by ABB to comply with Material Control Laws in relation to the Work.
- (2) In addition to the foregoing, Supplier shall comply in all respects with the requirements and obligations provided in the "ABB List of Prohibited and Restricted Substances" and "Guide for Suppliers to the ABB List of Prohibited and Restricted Substances" in their most current form. Both documents may be reviewed and downloaded from the "Supplying to ABB" webpage or obtained from ABB's designated procurement representative.

#### 3. ASSIGNMENT

Supplier shall not assign or otherwise transfer this Contract or Supplier's rights, duties or obligations arising hereunder, without ABB's written consent. Any assignment in violation of this Clause 3 shall be void and of no effect.

#### 4. CHANGE IN CONTROL/PLACE OF PERFORMANCE

- (A) Supplier shall notify ABB in writing at least 90 days prior to any change of control, identifying the new controlling party and providing any additional information that ABB may reasonably request subject to applicable law and confidentiality restrictions.
- (B) Supplier shall provide ABB at least 90-days written notice of any change in the place where this Contract will be performed. Supplier shall not change the place of performance for the Work without ABB's written consent, which shall not be unreasonably withheld.

#### 5. CHANGE ORDERS

(A) ABB'S Authorized Procurement Representative may at any time, by written notice, make changes within the general scope of this Contract in (i) drawings, designs, statement of work, specifications, planning and/or other technical documents; (ii) method of shipment, packaging, or packing; (iii) time and place of inspection, delivery or acceptance; and (iv) reasonable changes to quantities or delivery schedules.

- (B) If such change causes an increase or decrease in the cost or time required to perform this Contract, the Parties shall negotiate an equitable adjustment in the price and/or schedule, to reflect the increase or decrease. ABB shall modify this Contract in writing accordingly.
- (1) Supplier must submit its claim for an equitable adjustment no later than thirty (30) days from the date of the change order or ABB may, in its sole discretion, consider Supplier's right to such adjustment waived.
- (2) If Supplier claims the cost of Work made obsolete or excess by the change, ABB shall have the right to prescribe the manner of disposition of the property to include the right to acquire such Work at the cost claimed.
- (C) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, Supplier shall not be excused from proceeding without delay in performance of this Contract as changed.
- (D) Only ABB's Authorized Procurement Representative has authority on behalf of ABB to make changes to this Contract. ABB's engineering, technical personnel and other representatives may from time to time render assistance, give technical advice or engage in an exchange of information with Supplier Personnel concerning the Work. No such action shall be deemed to be a change or the basis for an equitable adjustment, and no such action shall relieve Supplier of its obligations under this Contract.

#### 6. CONFIDENTIAL INFORMATON/DATA PROTECTION

- (A) The following definitions apply to this Clause 6(A):
- "Compromise" means that ABB information has been exposed to unauthorized access, disclosure or modification, or known misuse, loss, or destruction.
- "Incident" means the Compromise of ABB information.
- (1) Information provided by ABB to Supplier, to include information disclosed orally or disclosed or accessed in written, electronic or other form of media, remains the property of ABB. Supplier shall comply with the terms of any proprietary information agreement with ABB and comply with all proprietary information markings and restrictive legends applied by ABB to anything provided or made available to Suppler. Supplier shall not (i) use ABB information for any purposes except to perform this Contract or (ii) copy or reproduce ABB information in any form except as required by this Contract. Supplier shall restrict disclosure of ABB information to Supplier Personnel who (i) need to know such information for performance of the Work, (ii) have been instructed as to the confidential nature of such information, and (iii) who are subject to obligations of confidentiality with Supplier no less restrictive than those set forth herein. Supplier may, subject to ABB's written consent which shall not be unreasonably withheld, disclose ABB information to Supplier's auditors, legal counsel, consultants and advisors ("Supplier's Authorized Recipients") provided that such recipient (i) has a need to know such information and (ii) has signed with Supplier a confidentiality agreement with terms substantially similar to those applicable to Supplier. Supplier shall be liable for any misuse or unauthorized disclosure of ABB information by Supplier Personnel or Supplier's Authorized



Recipients.

- (2) Supplier shall apply appropriate safeguards, adequate for the nature and value of the ABB information to be protected, against unauthorized disclosure and access and protect all ABB information in accordance with the generally accepted standards of protection in the industry to which the information relates, or in the same manner and to the same degree that Supplier protects its own confidential, proprietary and other information of a like nature whichever standard is higher. Supplier shall comply with and ensure all recipients of ABB information comply with, the ABB Cyber Security Requirements for Suppliers made available under <a href="https://www.abb.com/Supplying/Cybersecurity">www.abb.com/Supplying/Cybersecurity</a> and any other requirements made part of this Contract.
- (3) Upon learning of an Incident, Supplier shall immediately take all appropriate actions to contain and remedy the Incident, and prevent any further Incident, including notification of ABB within forty-eight (48) after learning of the Incident. Supplier shall provide reasonable cooperation to ABB in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by Supplier.
- (4) At any time during or after the term of this Contract, at ABB's written request, Supplier shall promptly return to ABB all copies of ABB information marked or otherwise identified as confidential or proprietary, whether in written, electronic, or other form or media, or destroy all such copies and certify in writing to ABB that such information has been destroyed. Supplier may retain copies of ABB information that are stored on Supplier's IT backup and disaster recovery systems until the ordinary course deletion thereof. Supplier shall continue to be bound by the terms and conditions of this Contract with respect to such retained ABB information.
- (B) Supplier Confidential Information. The provisions of this Clause are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the Parties; ABB shall comply with the terms thereof. Supplier shall not provide confidential or proprietary information to ABB without prior execution of a proprietary information agreement by the Parties.
- (C) Notwithstanding anything to the contrary in this Clause 6, neither Party shall be liable to the other Party for damages resulting from disclosure of any confidential information required by law, regulation or valid court order; provided, to the extent legally permitted, prior written notice is provided to the other Party sufficiently in advance of such required disclosure to allow the other Party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or to seek appropriate protective orders.

#### 7. CONTROLLED UNCLASSIFIED INFORMATION

In addition to and not limiting the obligations set forth in Clause 6, "Confidential Information/Protection" and Clause 24 "Protection of Personal Data," Supplier shall comply with all laws, regulations and U.S. Government policies for the safeguarding and dissemination of "Controlled Unclassified Information" in accordance with 32 CFR 2002 to the extent applicable to Supplier's performance hereunder.

#### 8. COUNTERFEIT WORK

(A) The following definitions apply to this Clause 8:

"Counterfeit Work" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part, substance, material or other item (collectively "Item"), from the original manufacturer, or a source with the express written authority of the original manufacturer or current design authority, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Items represented as new, Items which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the ordered Work, or the false identification of grade, serial number, lot number, date, or performance characteristics.

"Suspect Counterfeit Work" means an Item for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Item is authentic.

- (B) Supplier shall not deliver Counterfeit Work or Suspect Counterfeit to ABB.
- (C) Supplier shall maintain a Counterfeit Work mitigation process that complies with recognized industry standards and includes prevention, detection and risk mitigation methods to protect against the receipt, use, and transfer of Counterfeit Work or Suspect Counterfeit Work. Supplier shall only purchase items to be delivered or incorporated as Work under this Contract directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized or franchised distributor. Other sources may be used only if (i) the foregoing sources of supply are unavailable, (ii) Supplier will employ its counterfeit work mitigation process and duly inspect such work to ensure its authenticity, and (iii) ABB provides its prior written approval. A certificate of conformance shall accompany each shipment of Work delivered. If an original OEM/OCM certificate is unavailable, Supplier shall provide such documentation, testing and/or other information as ABB may reasonably request; however, the submission of such items shall not relieve Supplier of its obligations hereunder.
- (D) Supplier shall immediately notify ABB in writing if it becomes aware that it has furnished Counterfeit Work or Suspect Counterfeit Work. When requested by ABB, Supplier shall promptly provide OCM/OEM documentation that authenticates and traces the effected items to the applicable OCM/OEM. Supplier, at its expense, shall provide reasonable cooperation to ABB in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.
- (E) In the event the Work delivered under this Contract is or includes Counterfeit Work (to include Suspect Counterfeit Work that ABB in its reasonable discretion determines to be Counterfeit Work), Supplier shall promptly replace the same with authentic Work that complies with the requirements of this Contract. Notwithstanding any other provision in this Contract, Supplier shall be liable for all costs relating to the replacement of Counterfeit Work, including without limitation, ABB's cost of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies ABB may have at law, equity or under other provisions of this Contract.

- (F) Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of Items that will be furnished to or included in Work furnished to ABB.
- (G) The requirements of this clause are in addition the requirements of any quality document, statement of work, specification or other provision of this Contract.

#### 9. DEFAULT

- (A) ABB may, by written notice to Supplier, terminate this Contract for default, in whole or in part, if Supplier (i) fails to comply with any of the terms of this Contract, (ii) fails to make progress so as to endanger the performance of this Contract, (iii) fails to provide adequate assurance of future performance, (iv) suffers a material adverse change in financial condition, or (v) becomes insolvent or (if allowed by law) files or has filed against it a bankruptcy proceeding. Except as to defaults involving bankruptcy, adverse change in financial condition, delivery schedule delays, or breaches of Supplier's integrity obligations hereunder, Supplier shall have ten (10) days (or such longer period authorized by ABB in writing) to cure such failure after receipt of ABB's notice.
- (B) Following termination for default, ABB shall pay Supplier for all completed Work delivered to ABB that conforms in all respects with the requirements of this Contract. ABB may require Supplier to deliver to ABB any supplies, materials components, tools, dies, jigs, fixtures, plans, drawings information and contract rights (hereafter "Manufacturing Materials") that Supplier has specifically produced or acquired for the terminated portion of this Contract. At ABB's direction, Supplier shall protect and preserve Manufacturing Materials in which ABB has an interest and ABB and Supplier shall agree on the amount of payment for Manufacturing Materials delivered and accepted.
- (C) Upon the occurrence and during the continuation of default, ABB may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination of this Contract it was determined that Supplier was not in default, such termination shall be deemed a termination for convenience.
- (D) Supplier shall continue all Work not terminated.

#### 10. DEFINITIONS

The following terms shall have the meanings set forth below:

- "ABB" means the ABB legal entity ordering the Work from Supplier. If the Work is purchased for delivery to an Affiliate of ABB, "ABB" also means that Affiliate.
- "ABB Designated Procurement Representative" means a person authorized by ABB's cognizant procurement organization to issue and administer this Contract.
- "ABB's Marks" means any trademarks, service marks, trade names, copyright notices, words, names, designs, logos, brands, symbols, devices, trade dress, slogans, tag lines, domain names, and any other identifying source either owned by or licensed to ABB or its Affiliate(s), whether in existence as of the execution of this Contract, or arising, created or implemented after the date thereof.

- "Affiliate" means any entity which directly or indirectly controls, is controlled by or is under common control with a Party.
- "Contract" means a written agreement executed by the Parties and/ or a Purchase Order, either of which incorporate by reference or attachment these General Terms and Conditions of Purchase, and all other documents incorporated by reference therein or attached thereto.
- "Delivery Location" means the warehouse, factory or other premises identified by ABB for physical delivery of the Work, including such location as may be listed in any relevant price list, or if no location for delivery is identified, ABB's place of business.
- "Embedded Software" means computer software, to include firmware, that is embedded or otherwise contained in the Work, and required for operation of the Work.
- "Identifiable Natural Person" means a human being who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity.
- "Intellectual Property Rights" means (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection.
- "Party" means ABB or Supplier, collectively the "Parties."
- "Personal Data" means any information relating to an Identifiable Natural Person.
- "Purchase Order" means ABB's official ordering document issued to Supplier by ABB's Designated Procurement Representative for the purchase of the Work.
- "Quality Management System" means the organizational structure, procedures, processes and resources necessary to implement a quality management plan.
- "Records" means financial books and ledgers, sales receipts and/or invoices; technical and performance specifications and drawings; proposals, procurement, shipping and import/export documents; and inspection, test and quality reports and certification records; and other data related to Supplier's performance of this Contract or other business conducted by Supplier for or on behalf of ABB.
- "Root Cause" means the specific event or malfunction that caused a failure in the Work, or any portion thereof, which if repaired or removed, would prevent a like failure from occurring.
- "Supplier" means the party identified on the face of this Contract with whom ABB is contracting.
- "Supplier Personnel" means all Supplier employees, subcontractors and agents, including their respective management and supervisory personnel, as well as any employees, contractors and agents, including

management and supervisory personnel, of Supplier's subcontractors performing any portion of the Work.

"Work" means all required labor, services and other effort, goods, supplies, articles, materials and other items comprising the subject matter of this Contract.

#### 11. DISPUTES

- (A) Disputes arising under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final disposition of any dispute, Supplier shall diligently proceed with performance of this Contract.
- (B) The exclusive jurisdiction for any litigation concerning, arising out of or related to this Contract, regardless of the legal theory or nature of the claims presented, shall be the State Courts of New York or the U.S. District Court for the Southern District of New York. Both Parties consent to personal jurisdiction to such courts for the purpose of this Clause 11.

#### 12. ELECTRONIC CONTRACTING AND NOTICES

- (A) If this Contract is transmitted electronically neither Party shall contest the validity of this Contract, or any acknowledgement or amendment thereof, on the basis that this Contract or acknowledgement or amendment contains an electronic signature.
- (B) All notices pertaining to this Contract must be written in English and delivered by registered mail, courier or by e-mail (return receipt required) to the address of the Party notified. Supplier shall deliver notices to their Designated Procurement Representative with a copy to us-abblegalcontractnotice@abb.com.

#### 13. EXPORT COMPLIANCE AND TRADE CONTROLS

- (A) The following definition applies to this Clause 13:
- "Export-Controlled Item(s)" means hardware, software or data controlled under Trade Control Laws.
- "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws and has jurisdiction over this Contract, including but not limited to the aforementioned governmental and regulatory bodies of the (i) United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, the U.S. Department of Commerce and the U.S. Department of State, (iii) European Union and (iv) Switzerland.
- "Trade Control Laws" means all (i) U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 and (ii) all applicable laws, regulations or administrative decisions or guidelines adopted, maintained or enforced by a Sanctions Agency on or after the date of this Contract that sanction, prohibit or restrict certain activities including direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or

entities.

- (B) Supplier shall comply in all respects with applicable Trade Control Laws.
- (1) If Supplier is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services, Supplier represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR.
- (2) Supplier shall not export, re-export, transfer, disclose or otherwise provide or make accessible Export-Controlled Items to any non-U.S. person or entity (including Supplier's dual and/or third-country national employees) without first complying with all requirements of the applicable Trade Control Laws. All such transfers of Export-Controlled Items provided to Supplier by ABB or a third party on ABB's behalf, shall be subject to ABB's prior written consent. No consent granted by ABB in response to Supplier's request shall relieve Supplier of its obligations to comply with the provisions of this Clause 13 (B) or the Trade Control Laws, nor shall any such consent constitute a waiver of the requirements of this Clause 13(B) nor constitute consent for Supplier to violate any provision of the Trade Control Laws. Supplier shall obtain all necessary licenses and authorizations at Supplier's own expense and promptly provide ABB copies of the same.
- (C) Supplier must notify ABB if the Work or any other deliverable to be provided hereunder is an Export-Controlled Item. Before providing any Export-Controlled Item, Supplier shall provide to the ABB Designated Procurement Representative the export classification of such item (i.e. the export classification under the EAR, ITAR, European Union List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall promptly notify ABB's Designated Procurement Representative in writing of any changes to the export classification information of the item or controlled data thereafter. If Supplier is not the original equipment manufacturer, Supplier shall obtain the export classification information from its source of supply. Supplier will include the Export Classification Control Number or "ECCN" or ITAR designation on its packing slips and shipping documentation. Supplier shall not be responsible for the export classification of any item manufactured by Supplier pursuant to ABB's design.
- (D) Supplier represents and warrants that neither Supplier, Supplier's officers and directors, nor any Supplier Affiliate or Supplier Personnel performing or providing any portion of the Work is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list of entities or persons subject to asset-freezing or other restrictions under

applicable Trade Control Laws (collectively "Restricted Parties List"). Supplier shall notify ABB immediately if Supplier, a Supplier Affiliate or a supplier or subcontractor with which it engages becomes listed on the Restricted Party List.

- (E) Supplier further represents and warrants that (1) no entity or person listed on the Restricted Party List, or owned in whole or in part by an entity or person on the Restricted Party List, has any property, financial or other interest in the Work and that the performance of the Work shall not involve the transfer, export or withdrawal of any property or interest in property of any such person or entity; (2) no portion of the Work originated in or transited through any jurisdiction subject to comprehensive sanction, without limitation Cuba, Iran, North Korea, Syria, Russia, Belarus, Crimea, Donetsk, Kherson, Zaporizhzhia and Luhansk regions of Ukraine, as may be amended by Sanctions Agencies; and (3) it shall not take any action, furnish any information or make any request that would be reportable under or result in a violation of applicable antiboycott laws by ABB or its Affiliates.
- (F) Supplier shall include this Clause paragraphs (A) (F) or an equivalent provision in lower-tier subcontracts for the delivery of items and/or services that will be included in or delivered as Work to ABB.
- (G) If, as a result of Trade Control Laws issued or amended after the date of this Contract, the performance by ABB of its obligations under this Contract becomes illegal or impracticable, ABB shall be entitled to suspend its performance until such time that ABB may lawfully discharge such obligations or terminate this Contract for its convenience in accordance with Clause 30 Termination for Convenience.

#### 14. FORCE MAJUERE

(A) The following definition applies to this Clause 14:

"Force Majeure Event" means an event which is unforeseeable at the time of contacting, beyond the affected party's control and without the affected party's fault or negligence. Force Majeure Events may include and are not limited to, acts of God or public enemy, acts of sovereign governments, riots, insurrections, earthquakes, explosions, war, invasion, fires, floods, epidemics, quarantine restrictions, and unusually severe weather.

- (B) Either Party (hereafter "Affected Party") shall be excused from, and shall not be liable for, any delay or failure of performance hereunder to the extent caused by a Force Majeure Event.
- (C) In order to be excused from performance under Clause 14(B), the Affected Party shall submit within (10) calendar days of the start of delay, written notice stating a complete and detailed description of such event, an estimate of the expected period of delay, and an explanation indicating how such event was beyond the control of the Affected Party and not due to its negligence or fault and what efforts the Affected Party will make to minimize the length of delay.
- (D) If a Force Majeure Event exceeds thirty (30) calendar days, the non-Affected party may terminate this Contract without additional cost and without liability to the Affected Party. Upon termination of this Contract for Force Majeure, Supplier shall promptly reimburse ABB all amounts paid in advance for Work not performed or delivered.

#### 15. INDEPENDENT CONTRACTOR

- (A) (1) Supplier is an independent contractor in all its operations and activities hereunder, and this Contract does not create an agency, partnership or joint venture relationship between Supplier and ABB, or Supplier Personnel and ABB. Under no circumstances shall Supplier be deemed an agent or representative of ABB or authorized to commit ABB in any way.
- (2) Supplier shall obtain ABB's written consent, not to be unreasonably withheld, prior to engaging a third party subcontractor to perform any portion of its obligations hereunder. Supplier shall (i) remain liable for all of its obligations hereunder (including its obligation to obtain all necessary Intellectual Property Rights in the Work pursuant to Clause 20 "Intellectual Property") and (ii) be liable for the acts and omissions of such subcontractors as if the acts or omissions were of Supplier itself. Supplier shall immediately terminate and replace any subcontractor determined by ABB or Supplier to be acting in violation of Clause 19 "Integrity Compliance."
- (3) Supplier Personnel performing the Work shall (i) be deemed employees of Supplier (or Supplier's subcontractors or agents as the case may be), (ii) not for any purpose be considered the employees, representatives or agents of ABB, and (iii) at all times be under the supervision and control of Supplier (and Supplier shall so inform such personnel). ABB assumes no liability for Supplier Personnel.
- (B)(1) If ABB has reason to believe that obligations incurred by Supplier are not being paid, or receives a claim or lien notice from a third-party claiming it is owed money for labor, materials or equipment furnished to Supplier in connection with the Work (hereafter "Claimant"), ABB shall give written notice of such claim or lien to Supplier and Supplier shall have five (5) days from the date of delivery of said notice to: (i) provide documentation evidencing to ABB's satisfaction that the monies owed to the Claimant have been paid or (ii) post a bond indemnifying ABB, ABB's surety if any, and the premises of the Work from such claim or lien.
- (2) If Suppliers fails to comply with Clause 15(B)(1), then ABB may take any steps it deems necessary to ensure that payments owed to Supplier are utilized to pay Supplier's obligations and shall have the right, but not the obligation, to retain out of any payments then or thereafter due Supplier, under this or any other contract with ABB, a reasonable amount to protect ABB from any cost or expense, including attorney's fees, arising out of or relating to any such claim or lien until the claim or lien has been satisfied by Supplier Further, ABB shall have the right to pay such claims directly out of funds then or thereafter due Supplier, or to issue joint checks to Supplier and Claimant at ABB's sole option.
- (C) Supplier is solely and exclusively responsible for any and all claims or lawsuits filed by Supplier Personnel and shall defend, indemnify and hold ABB harmless from and against all liabilities, damages, cost, loss and expense, including ABB's attorneys' fees and court costs, arising from or related to such claims or lawsuits. If requested by ABB, Supplier, at Supplier's expense, shall (i) provide ABB all documentation and information ABB deems necessary to ensure ABB a proper legal defense against such claims and (ii) appear in court and acknowledge its status, (or the status of its subcontractor or agent as applicable), as the sole and exclusive employer of Supplier Personnel.

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(D) If this Contract is for services, in whole or in part, Supplier shall include this Clause 15 or a substantially similar provision in any subcontracts issued hereunder.

#### 16. INDEMNITY

Supplier shall indemnify, defend and hold harmless ABB, its officers, directors, employees, consultants, agents, Affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Supplier its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

#### 17. INSPECTION AND ACCEPTANCE OF WORK

- (A) Delivery or performance of the Work shall not be deemed to be acceptance of the Work by ABB. ABB shall have reasonable time to inspect and/or test the Work following ABB's receipt of the Work at ABB's facilities and to report any defects to Supplier. If a defect in the Work was not reasonably detectable during the inspection, ABB shall have reasonable time to provide notice of such defect after it has become apparent.
- (B) The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to ABB's written acceptance statement. Supplier shall provide ABB reasonable advance written notification when Work is ready for acceptance. However, no inspection, testing or acceptance procedure shall relieve Supplier of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract.
- (C) If Supplier delivers non-conforming Work, ABB may, in addition to any other remedies available at law or in equity: (i) accept all or part of the Work at an equitable price reduction; or (ii) reject the Work; or (iii) require Supplier, at Supplier's cost, to make all repairs, modifications, or replacements necessary to enable the Work to completely conform to the requirements of this Contract. Supplier shall not re-tender rejected Work without disclosing the corrective action taken.

#### 18. INSURANCE

- (A) Supplier and its subcontractors shall maintain the insurances identified in Attachment A, hereto throughout the performance of this Contract. All insurance shall be maintained through insurers licensed or authorized to do business in the jurisdiction where the Work will be performed with a minimum Standard & Poor's rating of A-, with at least \$100,000,000 or equivalent in Policy Holders' Surplus or A.M. Best rating of A- VIII, or the equivalent in jurisdictions where such classification rating is not recognized, or as otherwise agreed by ABB. If applicable law requires insurance of a type and/or in an amount greater than the minimum amounts provided in Attachment A, then Supplier shall maintain insurance as required by applicable law. All polices shall be written on an "occurrence" basis, unless a claims made policy is acceptable pursuant to Attachment A, or otherwise agreed in writing by ABB.
- (B) Supplier shall provide ABB an ACORD or equivalent certificate of insurance evidencing compliance with this Clause 18 prior to

commencing performance of the Work, as well as upon renewal of said insurance, or as required by ABB any other time. Supplier shall provide ABB thirty (30) days advanced written notice prior to the effective date of any cancellation or change in the term or coverage of any of Supplier's insurance, provided however, that such notice shall not relieve Supplier of its obligation to maintain required insurance. Supplier's obligations under this Clause 18 are free standing and do not modify and are not modified by any other term or condition of this Contract.

(C) Insurance maintained pursuant to this clause shall be considered primary as respects the interest of ABB and is not contributory with any insurance or self-insurance which ABB may carry. The insurance required under this clause shall have a worldwide coverage territory and cover occurrences and claims brought in the USA, its possessions and territories.

#### 19. INTEGRITY COMPLIANCE

#### (A) CODE OF CONDUCT

Supplier acknowledges and agrees that it has received and read the ABB Code of Conduct, the ABB Supplier Code of Conduct, and the U.S. Government Supplement to the ABB Code of Conduct and shall perform its contractual obligations in accordance with the policies, principles and requirements therein. All three documents may be obtained from ABB's Designated Procurement Representative or reviewed and downloaded at <a href="Integrity">Integrity</a>— ABB Group (global.abb) ("Download") and US Government Supplement to the ABB Code of Conduct US Government Business Supplement to the CoC 05032023 (abb.com) or go.abb/USgov, respectively.

#### (B) GRATUITIES, KICKBACKS AND ANTIBRIBERY LAWS

- (1) Supplier shall not offer or give a kickback or gratuity (e.g., entertainment or gifts) for the purpose of obtaining or rewarding favorable treatment as an ABB supplier.
- (2) Supplier shall comply with all anti-corruption laws, regulations, ordinances and legal rules ("Anti-Corruption Laws"), including but not limited to Anti-Corruption Laws relating to bribery, money laundering and tax evasion, and without exclusion, the: (i) United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, (ii) UK Bribery Act 2010, and (iii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption as adopted in Supplier's country or any country where performance of this Contract will occur.
- (3) Supplier represents, covenants and warrants that has not and will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment of money or anything of value to (i) any third party employed by or acting on behalf of any customer (private or governmental), or (ii) any government official, government employee or any political party or candidate for political office for purposes of influencing any act or decision or inducing or rewarding any action by a customer in a private transaction or governmental matter or for the purpose of securing any improper advantage to assist ABB or Supplier in obtaining or retaining business or directing business to a third party.

- (4) Supplier shall notify ABB in writing if any owner, officer, partner or director of Supplier or a Supplier Affiliate, is or becomes a government official or employee or a candidate for political office or political party during the term of this Contract.
- (5) Supplier shall notify ABB in writing of any violation or alleged violation of this Clause 19(B) disclosing all relevant facts related thereto, and shall keep ABB informed of any subsequent proceedings, litigation, ruling and disposition thereof.

#### (C) HUMAN RIGHTS, CONFLICT MINERALS

(1)(a) The following definitions apply to this Clause 19(C)(1):

"Child Labor" means work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that: is mentally, physically, socially or morally dangerous and harmful to children; and/or interferes with their schooling by depriving them of the opportunity to attend school; obliging them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work. Child Labor also refers to employment of children who are under aged to work as determined laws of a state.

"Forced Labor" includes Child Labor and means compulsory labor and is any work or service which is exacted from any person under the threat of a penalty, for which the person has not offered himself or herself voluntarily, and refers to situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as manipulated debt, retention of identity papers or threats of denunciation to immigration authorities.

"Human Trafficking" means the recruitment, transportation, transfer, harboring or receipt of people through force, fraud or deception, with the aim of exploiting them for profit.

- "Modern Slavery" means the severe exploitation of other people for personal or commercial gain; modern slavery takes many forms, the most common forms of modern slavery are (not exhaustive list): human trafficking, forced labor, debt bondage/bonded labor, descent—based slavery, slavery of children, child labor, forced and early marriage.
- (b) Supplier represents and warrants that no portion of the Work, including any components, subcomponents or materials, was extracted, mined, produced, manufactured, assembled or processed using any form of Forced Labor, Child Labor, Human Trafficking, or other forms of Modern Slavery (collectively "Modern Slavery"). In performance of this Contract, Supplier and Supplier Personnel performing or providing any portion of the Work hereunder, shall at all times comply with all human rights and anti-modern slavery laws and international frameworks, including The Universal Declaration of Human Rights, and United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the U.K. Modern Slavery Act and all other laws, regulations and international frameworks pertaining to the protection of human rights and prevention of Modern Slavery. Notwithstanding any other provision in this Contract, Supplier shall be liable for all cost and expense arising out of or related to Supplier's violation of this Clause 19(C)(1)(b), including but not limited to any and all fines and penalties and the cost of storing and/or re-exporting such

nonconforming Work.

- (2)(a) Supplier represents, warrants, covenants and certifies that (i) it is in full compliance with all applicable conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the European Union 'Conflict Minerals' Regulation (EU) 2017/821 as either may be amended from time to time, and any regulations, rules, releases, decisions or orders adopted by a governmental agency responsible for adopting regulations related thereto ("Conflict Mineral Laws") and (ii) none of the Work provided hereunder shall contain any conflict mineral (including, but not limited to, tin, tantalum, gold and tungsten) in violation of Conflict Mineral Laws. Supplier shall comply with the reporting and other requirements regarding conflict minerals provided at <a href="https://www.abb.com">www.abb.com</a> Supplying Material Compliance or otherwise, and shall provide ABB with certifications, statements and other information as needed.
- (b) Should Supplier learn or have reason to know of or suspect any development that makes it likely that the Work provided hereunder contains any conflict mineral in violation of Conflict Mineral Laws, or that in any other way makes inaccurate, incomplete or misleading the representations, warranties and certifications of the Supplier set forth herein, then Supplier shall immediately advise ABB in writing of such knowledge or suspicion and all related information known to the Supplier. Supplier acknowledges that ABB will rely on the accuracy and completeness of information that Supplier furnishes to ABB as the basis for ABB's compliance with Conflict Mineral laws.
- (D) Supplier shall report violations of this Clause 19 "Integrity" or Clause 13" Export Controls/Trade Compliance" promptly to its ABB Procurement Representative and will inform its officers, directors and other Supplier Personnel of the following ABB reporting channels were observed or suspected violations of the foregoing clauses may be reported, including with anonymity were permitted by law:

Web portal: <a href="www.abb.com/integrity">www.abb.com/integrity</a>

Mail: ABB Ltd., Legal & Integrity, Affolternstrasse 44, 8050 Zurich, Switzerland

Supplier shall provide ABB: i) timely written notice of any material changes to information provided to ABB during the ABB's supplier onboarding process or other due diligence process and ii) any additional information or certifications of compliance with this Clause 19 "Integrity Compliance" and Clause 13 "Export Controls/Trade Compliance" as reasonably requested by ABB. Supplier shall ensure that all Supplier Personnel performing the Work receive no less than industry standard integrity compliance and export controls/trade controls training and certify to the same upon ABB's written request.

(E) Any violation of an obligation contained in Clause 13 "Export Controls/Trade Compliance" or this Clause 19 "Integrity Compliance," is a material breach of the Contract and entitles ABB to terminate the Contract immediately for Supplier's default in accordance with Clause 9 "Default." Supplier shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, Affiliates, successors, permitted assigns and customers from and against all claims, causes of action, damages, liabilities, costs and expenses, including attorney's fees arising from Supplier's breach of Clause 13 "Export Controls/Trade Compliance" or this Clause 19 "Integrity" and any resulting termination of this Contract.

#### 20. INTELLECTUAL PROPERTY

- (A) Intellectual Property Rights in Work created by or licensed to Supplier prior or outside of this Contract and not owned by ABB pursuant to another contract ("Supplier's Pre-Existing IPR") will remain vested in Supplier (or Supplier's third-party licensor). To the extent that Supplier Pre-Existing IPR are embedded in the Work provided hereunder, Supplier grants ABB and its Affiliates a worldwide, irrevocable, transferable, sub-licensable, non- exclusive, royalty-free license to use Supplier's Pre-Existing IPR as part of the Work, including the right to improve, develop, market, distribute, sublicense or otherwise use such Supplier Pre-Existing IPR. Embedded Software shall be provided with the license set forth in Paragraph 20(C).
- (B)(1) Supplier agrees that ABB shall be the owner of all inventions, technology, designs, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Contract by or on behalf of Supplier, to include the modification or redesign of existing Work. Supplier hereby assigns all right, title, and interest in the foregoing to ABB including without limitation all IPR therein and further agrees to execute, at ABB's request and expense, all documentation necessary to perfect title therein in ABB.
- (2) All data, copyrights, reports, and works of authorship developed in performance of this Contract shall be the sole property of ABB and used by Supplier solely in performance of this Contract. To the extent that the Work may not, by operation of law, be works made for hire, Supplier hereby assigns to ABB the ownership of copyright in such Work and ABB shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in such Work. Supplier shall give ABB all assistance reasonably required to perfect such rights.
- (C) To the extent the Work contains Embedded Software that is not ABB's property, Supplier grants ABB, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such embedded software as an integral part of such Work or for servicing the Work (hereafter "Customer-Required License"). If such Embedded Software or any part thereof is owned by a third party, Supplier shall obtain the Customer-Required License from such third-party prior to delivery of the Work to ABB.
- (D) Supplier warrants that the Work delivered or performed under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Supplier shall indemnify, defend and hold harmless ABB, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work delivered or performed under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

#### 21. NEW MATERIALS

All Work delivered under this Contract shall consist of new materials, not used, or reconditioned, remanufactured or of such age as to impair its usefulness or safety.

#### 22. OPEN-SOURCE SOFTWARE

- (A) "Open Source" means with respect to software and any licenses of the same, software provided under a license which permits the user to run, copy, distribute, study, change, modify and/or improve the software but which prohibits the user from: (i) withholding improvements and/or modifications made by the user to the source code when and/if the user thereafter distributes the software; and/or (ii) adding restrictions on use when redistributing or transferring the Software to third parties. For purposes of this Contract, "Open Source" Software shall also include "Free Software" as defined by the Free Software Foundation Inc. By way of example and not limitation, "Open Source" licenses include such licenses as the GNU General Public License, the GNU Lesser/Library GPL, the Mozilla Public License, Apache Software License, the Academic Free License, and Open Software License. Certain Open Source licenses prohibit "for profit" redistribution of the source code in any form.
- (B) Supplier shall disclose to ABB in writing any Open-Source software that will be contained in or used by Embedded Software, if any, and obtain ABB's prior written consent before using or delivering such Open Source software in connection with this Contract. Supplier agrees to replace at its own cost any Open Source software components rejected by ABB with software of at least the same quality and functionality.
- (C) Supplier shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, Affiliates, successors, permitted assigns and customers from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising the use or delivery of Open Source Software under this Contract.

#### 23. ORDER OF PRECEDENCE

In the event of a conflict between the documents comprising this Contract, the following descending order of precedence shall apply: (i) the terms and conditions of the written Contract executed by the Parties (if applicable), (ii) the face of the Purchase Order including any special terms and conditions noted, to include technical specifications and quality requirements; (iii) these GTCs, and (iv) the statement of work (if applicable).

#### 24. PROTECTION OF PERSONAL DATA

- (A) In the event ABB discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations. If, ABB reasonably believes that Supplier (or any Supplier Affiliate or other third party) will receive or have access to Personal Data beyond basic business contact information, Supplier shall, at ABB's request, enter into a separate agreement for the sharing, handling and/or processing of ABB Personal Data. Supplier shall not disclose AB Personal Data to any third party without ABB's prior written consent.
- (B) Supplier shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services. The obligations of this Clause 24 are in addition to those set forth in Clause 6 "Confidential Information/Data Protection."

- (C) Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 24 which in ABB's reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to ABB.
- (D) <u>ABB Data Privacy Notice</u>. Supplier will use all reasonable endeavors to deliver the applicable ABB Privacy Notice (Supplier or Contractor) located at <a href="https://www.abb.com/Privacy Notices">www.abb.com/Privacy Notices</a> to its personnel involved in the delivery or performance of the Work.
- (E) The requirements of this Clause 24 are in addition to and do not supersede or replace the Parties' obligations under Clause 6 "Confidential Information/Data Protection."

#### 25. PRICING, PAYMENT, INVOICING

#### (A) PRICING

- (1) Prices and hourly rates are as set forth on the face of the purchase order or elsewhere in this Contract. Supplier warrants the pricing for the Work shall not exceed the pricing for the same or comparable goods or services offered by Supplier to third parties.
- (2) Unless otherwise specified, prices include all applicable federal, state, and local transactional (sales, use, GST/HST, PST, VAT, etc.) taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. If Supplier is legally obligated to pay transactional and/or similar taxes, Supplier shall invoice ABB in accordance with applicable tax authority rules to enable ABB to reclaim such taxes. ABB shall reserve the right to provide Supplier with exemption documentation to remove such transactional taxes from Supplier invoices to ABB.
- (3) For non-US Suppliers, freight, insurance, royalties and Supplier's commissions, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. Invoices for Work performed on an hourly basis must be submitted with time sheets substantiating the hours worked and the Work performed for ABB's review and confirmation.

#### (B) PAYMENT

- (1) Unless otherwise agreed to on the face of the Purchase Order or elsewhere in this Contract, payment terms shall be ninety (90) days end of month plus four (4) days following the last to occur of ABB's receipt of Supplier's proper invoice and delivery of the Work to the Delivery Location. Payment shall be deemed to have been made as of the date of mailing ABB's payment or electronic funds transfer.
- (2) Payments shall be subject to reduction to the extent of amounts which are found by ABB or Supplier not to have been properly payable and shall also be subject to reduction for overpayments. Supplier shall promptly notify ABB of any such overpayments and remit the amount of the overpayment except as otherwise directed by ABB. ABB shall have a right of setoff against payments due or at issue under this Contract or any other contract between the Parties.

#### (C) INVOICING

Invoices must contain the following information: (i) Supplier name,

address, phone number and point of contact, (ii) Purchase Order number, (iii) invoice number and date of issuance, (iii) identification of Work shipped by quantity and description, (iv) total amount invoiced and currency, (v) taxes charged and Supplier's sales tax number, (vi) authorized economic operator and/or approved exporter authorization number and/or other customs identification number, if applicable; and (vii) payment terms as agreed.

#### 26. PUBLICITY; LOGOS AND TRADEMARKS

Supplier shall not, without in each instance, ABB's prior written approval: (i) refer to ABB in any marketing, advertising or promotional materials, (ii) issue any press release, public statement or otherwise disclose the existence or terms of this Contract, or (iii) use ABB's Marks.

#### 27. QUALITY MANAGEMENT SYSTEM

- (A) Supplier shall provide and maintain a Quality Management System meeting recognized industry standards for the Work being procured and in compliance with any other specific quality requirements identified in this Contract.
- (B) Records of all quality control inspection work by Supplier shall be kept complete and made available to ABB or its third-party representative for review and audit upon ABB's written request.
- (C) At ABB's request, Supplier shall, at Supplier's sole risk and expense, investigate and determine the Root Cause of any defects ABB identifies in the Work. Supplier shall report its findings to ABB in writing within ten (10) calendar days thereafter. ABB reserves the right to undertake an audit of Supplier (which may be carried out by ABB, its Affiliates or third party experts), based on the results of the Root Cause investigation or Supplier's failure to comply with this Clause 27 (C).
- (D) Supplier shall notify ABB if Supplier learns of any quality related issues that may affect the Work. T the provisions of Clause 27(C) shall apply as the issue had been notified to Supplier by ABB.

#### 28. RECORDS

Supplier shall retain complete and accurate Records for a period of five (5) years from the date of ABB's final payment. Subject to no less than three (3) business days written notice, ABB and its authorized representatives shall have the right to access and audit and make copies and abstracts of all Records, including those maintained by Supplier, Supplier's Affiliates, and their respective Supplier Personnel. Records shall be made available to ABB during normal business hours at Supplier's place of business. Records of a commercially sensitive nature or otherwise proprietary to Supplier shall be treated as Supplier's confidential information and unless otherwise required by regulation, law or legal proceeding, all audit-related findings and communications shall be treated as confidential.

#### 29. SEVERABILITY

(A) Each provision of this Contract is intended to be severable. If any provision is found to be invalid, illegal or otherwise unenforceable (collectively "Unenforceable" by any Tribunal, the other provisions shall not be affected thereby and shall remain in full force and effect. "Tribunal" as used in this paragraph means "a state or federal court or

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administrative agency or arbitration authority."

(B) It is the intention of the Parties that there shall be substituted for such Unenforceable provision a provision as similar as may be possible and yet be valid, legal and enforceable. Should any provision of this Contract ever be reformed or rewritten by a Tribunal, such provision as rewritten shall be binding on the Parties as if fully set forth herein.

#### 30. SURVIVING CLAUSES

The following clauses shall survive the expiration or termination of this Contract: Acceptance and Terms of Contract - 1, Applicable Law - 2, Confidential Information/Data Protection - 6, Controlled Unclassified Information - 7, Counterfeit Work - 8, Definitions - 10, Disputes - 11, Electronic Contracting - 12, Export Controls - 13, Independent Contractor - 15, Indemnity - 16, Integrity Compliance - 19, Intellectual Property - 20, Open Source Software - 22, Protection of Personal Data - 24, Records - 28, Severability - 29, U.S. Government Requirements - 34, Warranty - 36.

#### 31. TERMINATION FOR CONVENIENCE

ABB may terminate this Contract for its convenience in whole or in part by giving Supplier thirty (30) calendar days written notice. In such event ABB shall pay to Supplier (i) the value of delivered but unpaid Work (provided that such Work otherwise complies with the Contract) and (ii) proven direct costs reasonably incurred by Supplier for undelivered Work. No other compensation will be paid Supplier and in no event shall ABB be liable for any sum in excess of the Contract price for the Work terminated or for costs incurred or work performed outside of Supplier's standard production flow or lead times. Supplier shall continue all Work not terminated.

#### 32. TIMELY PERFORMANCE

- (A) Supplier's performance and/or delivery of the Work in strict accordance with the delivery schedule and lead times agreed to herein is a material condition of this Contract. Acceptance of late performance shall not constitute a waiver of this provision.
- (B) If delivery or performance of the Work does not comply with the dates and/or lead times specified in the Contract, ABB may, in addition to ABB's other rights and remedies at law, in equity or under this Contract (i) terminate the Control wholly or in part pursuant to Clause 9 of this Contract, (ii) refuse any subsequent delivery of the Work, (iii) recover from Supplier all expenses reasonably incurred by ABB in obtaining substitute Work, (iv) claim damages for any cost, loss, expense and liquidated damages incurred by ABB and attributable to Supplier's delay, and/or (v) claim liquidated damages as agreed elsewhere in this Contract.
- (C) If Supplier becomes aware of any difficulty in performing the Work, including but not limited to impending labor disputes, Supplier shall promptly notify ABB in writing, providing relevant details. Such notifications shall not change any delivery schedule.

#### 33. TITLE AND SHIPPING

- (A) Title to the Work shall transfer to ABB upon delivery according to the applicable freight term.
- (B) Unless otherwise specified, all Work is to be packed in accordance

- with good commercial practice. Shipment of partial orders must be approved in advance by ABB. A complete packing list shall be enclosed with all shipments. Supplier shall mark containers or packages with necessary lifting, loading, and shipping information, including this Contract number, applicable item numbers, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.
- (C) At least two (2) business days prior to shipment, Supplier shall provide the following information to ABB or its designated agent in writing: (i) name of manufacturer if different from Supplier, (ii) number of packages and contents, (iii) Harmonized Tariff Schedule codes (for Work to be imported into the United States) for the country of consignment or other tariff classification codes as specified in the Contract, (iv) the countries of origin for all Work and (v) free trade agreement qualification if applicable. Supplier shall deliver to ABB country of origin certificates and any additional information necessary to verify customs tariff codes, promptly upon ABB's request.
- (D) All Work shall be delivered in accordance with INCOTERMS 2020 FCA Delivery Location (domestic shipments) or INCOTERMS 2020 First Domestic Destination (international shipments), e.g., port of export for the Work being imported.
- (E) Risk of loss for the Work shall pass to ABB in accordance with the applicable INCO term, except as to services, in which case risk of loss shall pass when ABB accepts the Work in accordance with the terms of this Contract.

#### 34. U.S. GOVERNMENT REQUIREMENTS

- (A) Supplier hereby represents, warrants and certifies that Supplier, its Affiliates and 'Principals' are not debarred, suspended or proposed for debarment or suspension, or otherwise excluded from procurement by the U.S. Government or any state, local or other governmental entity. "Principals" means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment and similar positions).
- (B) If this Contract is in support of a U.S. Government prime contract or subcontract, the following provisions apply:
- (1) Equal Opportunity for Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Protected Veterans. (1) The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. The clause applies if this Contract is for \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA. As used in the clause, "contractor" means "Supplier." This clause applies in addition to FAR 52.222-35 if included in this Contract. ABB and Supplier shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- (2) Equal Opportunity for Workers with Disabilities. The clause at 41 CFR 60-741.5 is incorporated herein by reference. The clause applies if this Contract is in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended. As used in the clause, "contractor" means "Supplier." This clause applies in addition to FAR clause 52.222-36 if

included in this Contract. ABB and Supplier shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

- (3) The ABB U.S. Government Flowdown Addendum at ABB General Terms and Conditions for Purchase ABB Group (global.abb), <country specific version>, United States of America, U.S. Government Flowdown Addendum, version in affect as of the date of this Contract, is hereby incorporated into and made part of this Contract by reference, as if full set forth below. Notwithstanding anything contrary, any and all contractual flowdowns as expressly accepted by and between ABB and Supplier related to a specific order are hereby incorporated by reference as fully set forth herein. In the event of a conflict between the U.S. Flowdown Addendum and the expressly accepted contractual flowdowns, the latter controls.
- (C) If the Work includes services funded by, or performed on facilities owned or operated by federal, state or local governmental agencies, such Work may be subject to various wage and hour requirements as imposed by U.S. federal, state, or local prevailing wage laws ("Prevailing Wage Laws"). Supplier shall comply with all Prevailing Wage Laws applicable to such Work, to include, without limitation (i) payment of mandatory prevailing wage, fringe benefits, and overtime wages; (ii) timely submission of accurate certified payrolls to the respective governmental agency as required; and (iii) to the extent supplier subcontracts such Work to its lower tier suppliers, incorporation of any wage and hour requirements into its lower tier subcontracts. Supplier shall cooperate with ABB in any investigation or inquiry with respect to Supplier's failure to comply with Prevailing Wage Laws and indemnify, defend, and hold harmless ABB, its Affiliates, officers, directors, agents and Customers, from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any violation of this Clause 34(C). Except to the extent prohibited by applicable law, Supplier's compliance with applicable Prevailing Wage Laws is a condition precedent for payment of any invoices submitted under this Contract, and for every invoice submitted, Supplier affirms Supplier's compliance with the same.

#### 35. WAIVERS, APPROVALS, REMEDIES

- (A) Failure by either Party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a Party thereafter to enforce such provision or law.
- (B) ABB's approval of documents shall not relieve Supplier of its obligation to comply with the requirements of this Contract.
- (C) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

#### **36. WARRANTIES**

(A) Supplier warrants that the Work will be delivered with good and clear title and free of claims by any third party. ABB may withhold payment pending receipt from Supplier, as may be reasonably

requested by ABB, of evidence establishing the absence of liens, encumbrances and claims.

- (B)(1) Supplier warrants that all Work provided hereunder shall: (i) be from defects in design, material and workmanship, (ii) be fit for any particular purpose specified in this Contract (or in absence thereof, be fit for the purposes for which such Work would ordinarily be used), and (iii) strictly conform to all applicable specifications, drawings, descriptions and requirements of this Contract. This warranty shall begin upon final acceptance and extend for a period of two (2) years ("Warranty Period"). If nonconforming Work is identified within the Warranty Period, Supplier, at ABB's option, shall promptly repair, replace, or reperform the Work. The return to Supplier of nonconforming Work and the delivery to ABB of replacement Work, shall be at Supplier's expense. The Warranty Period for replacement Work shall be the longer of the remainder of the Warranty Period or six (6) months.
- (2) If repair, replacement, or reperformance of the Work is not timely, ABB may repair, reperform, replace or reprocure the non-conforming Work at Supplier's expense. All warranties shall run to ABB, its Affiliates and customers.
- (C) Supplier warrants that it is and shall remain free of any obligation or restriction which would interfere with, or present a conflict of interest in regard to, Supplier's performance of this Contract.
- (D) Supplier warrants that it (i) has all of the requisite resources, skills, experience, and qualifications to perform the Work, and (ii) shall perform the Work with the degree of high professional skill, sound practices and prudence normally exercised by recognized and respected professional firms performing Work of a similar nature.

#### 37. WORK ON PREMISES

- (A) All Supplier Personnel performing Work on premises owned, leased or operated by ABB or ABB's customers ("Customer Premises") shall comply with all directions, policies and procedures related to personal and professional conduct, health and safety, security, confidentiality, computer network access and data security (collectively "Customer Policies"). Supplier has received copies and shall comply with SA-S-005-02 ABB Way HSE & Security Documents found at:
- https://global.intelex.com/login3/ABB/DocLink?id=SeCon7TGcfOH PkxYZ-PBcH7prXrF4xXh8DH98AMcu-hZ 2RwrH5jHleStj8eo6F40 ABB reserves the right to bar or remove Supplier Personnel from any Customer Premises for failure to comply with Customer Policies. Supplier shall promptly provide a suitable replacement.
- (B) Prior to assigning Supplier Personnel to perform Work at a Customer Premises, Supplier shall (i) ensure that Supplier Personnel have the legal right to work in the United States; and (ii) at its own expense, conduct or have conducted background checks on such Supplier Personnel, including, at a minimum, a criminal background check and a review of credit history, in accordance with applicable laws. Supplier shall not permit Supplier Personnel who fail such background checks to have access to Customer Sites.
- (C) Supplier shall ensure Supplier Personnel: (i) use assets provided to Supplier Personnel solely for performance of the Contract and do not remove assets from Customer Premises without ABB's express written authorization; (ii) only connect with and use computer

equipment, networks, programs, tools and routines authorized by ABB, and (iii) do not share or disclose passwords, teleconference "dial in" numbers or identification codes or similar security protocols.

#### 38. WORK WITH ABB-FURNISHED PROPERTY

- (A) Title to all property furnished to Supplier by ABB or acquired by Supplier and paid for by ABB, (hereafter "ABB-Furnished Property") is and shall remain the property of ABB. If ABB agrees to pay Supplier for the acquisition of tooling and/or equipment, either separately or as a stated part of the Work's purchase price, title to such tooling and/or equipment shall pass to ABB upon the first to occur of: (i) Supplier's use of the Furnished Property or (ii) ABB's payment to Supplier for the cost of such tooling and/or equipment.
- (B) Supplier shall clearly mark all unmarked ABB-Furnished Property to reflect its ownership and shall not use ABB-Furnished Property for any purpose or for any other party other than that specified by ABB.
- (C) Supplier assumes the risk of, and is solely responsible for, any loss, theft, destruction of or damage to ABB-Furnished Property while it is in Supplier's possession or control. Supplier shall (i) insure ABB-Furnished Property in accordance with the insurance provisions of this Contract (Clause 18 and Attachment A, Clause (A)(v) respectively), (ii) promptly notify ABB if ABB-Furnished Property becomes damaged or lost, (iii) promptly repair or replace ABB-Furnished Property, which becomes lost or damaged (at ABB's direction) and (iv) maintain ABB-Furnished Property in accordance with the property's written instructions, or if no instructions are provided, in accordance with good commercial practice. Supplier shall, at ABB's request, provide ABB written inventory lists of ABB-Furnished Property, and shall deliver, return or otherwise dispose of ABB-Furnished Property as directed by ABB. Following termination of this Contract, unless ABB directs otherwise, Supplier shall return, at Supplier's request, all ABB-Furnished Property remaining in Supplier's possession.

#### ATTACHMENT A

#### INSURANCE REQUIREMENTS

- (A) In accordance with Clause 18 of the ABB GTC, Supplier shall maintain the following insurances:
- (i) <u>Workers' Compensation Insurance</u> (or its equivalent for Work performed outside of the United State) meeting the statutory requirements where Work will be performed.
- (ii) Employers' Liability ("EL") Insurance in the minimum amount of \$2,000,000 per each accident/ each employee/ disease.
- (iii) Commercial or Comprehensive General Liability ("CGL") Insurance in the amount of \$5,000,000 per occurrence and annual aggregate with coverage extensions for at least: premises/operations, personal injury, advertising injury, contractual liability, cross liability/severability of interests, products liability and completed operations liability. This insurance shall include ABB as an additional insured.
- (iv) <u>Automobile Liability ("AL") Insurance</u> in the amount of \$2,000,000 combined single limit per occurrence, insurance

- covering all owned, non-owned and hired vehicles. This insurance shall include ABB as an additional insured.
- (v) All Risk Property Insurance in an amount equivalent to the full replacement value of any tangible property provided by ABB or ABB's customer to Supplier while such property is in Supplier's possession or control. This insurance shall include ABB as an additional insured and loss payee, as its interests may appear.
- (vi) Transportation or Cargo Insurance, in effect during the time Supplier bears risk of loss for the Work pursuant to this Contract, in an amount equivalent to the full replacement value of the Work if Supplier is responsible for transportation of the Work. This insurance shall include ABB as an additional insured and loss payee, as its interests may appear.
- (vii) <u>Umbrella Liability Insurance</u> written on an "occurrence" basis and with terms and conditions at least equivalent to the insurance require above with a combined single limit for bodily injury, personal injury and property damage of not less than \$4,000,000 per occurrence and in the annual aggregate. This insurance will apply excess of all other insurance specified above, except for the Workers Compensation Statutory coverage.
- (viii) Professional Errors and Omission Liability Insurance ("E&O") If the Supplier is providing any professional services including engineering, design, consultancy, or similar professional service, it will maintain this insurance in the amount of \$5,000,000 per claim and annual aggregate covering Supplier's legal liability arising out errors or omissions in rendering or failure to render professional services under this Contract, and this insurance shall either be maintained for a period of at least one (1) year after completion of the Work or an Extended Reporting Period is put into place for a period of at least one (1) year after the completion of Work (Supplier's obligation under this Paragraph (vii) is waived if (a) the Work provided hereunder is a product without services and (b) Supplier's CGL insurance policy includes a products liability extension not subject to an E&O exclusion).
- (ix) Cyber Liability Insurance Including Technology Errors and Omissions Liability Insurance, if Supplier provides software or any products or Services, which will interface with ABB's IT or IS infrastructure, or includes executable binary code it shall maintain this insurance in the amount of \$5,000,000 per claim and in the annual aggregate, covering all Work including, without limitation, failure of information technology ("IT") security, data privacy breach, including without limitation, unauthorized access to Personally Identifiable Information, introduction of a virus or malware, denial of access, regulatory fines or penalties, investigatory/forensic costs, notification costs and infringement of software copywrite; and
- (x) <u>Builder's All Risk/Installation Floater Insurance</u> in the event the Work includes installation, construction, assembly or erection activities, including without limitation, integration activities, Supplier shall maintain this insurance during the time it bears risk of loss in accordance with this Contract in an amount equivalent to the full replacement value of the Work, as well as the full replacement value of any property owned or leased by ABB or its customer in Supplier's care, custody or control or care, whether incorporated into the Work or not. This insurance shall include ABB as an additional insured and loss payee, as its interests may appear.

(B) Except as to Professional Liability or Cyber Liability or prohibited by law, each insurance policy required pursuant to Paragraph (A) shall be endorsed to include a waiver of subrogation in favor of ABB, its Affiliates and their respective directors, officers and employees.





#### **Acuity Terms and Conditions of Sale**

For Shipments Within the United States or Services Performed Within the United States Effective March 26, 2025

These Terms and Conditions of Sale apply to any and all products or services of Acuity Brands Lighting, Inc. or Acuity Intelligent Spaces Inc. or the subsidiary, division or affiliated entity of Acuity Brands Lighting or Acuity Intelligent Spaces Inc. identified on the quote or order acknowledgement (collectively, "Acuity"), unless otherwise specifically agreed to in writing by Acuity.

#### PAYMENT TERMS:

Purchaser agrees to pay the prices quoted by Acuity and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Payment terms for sales by Acuity of Acuity products are available at <a href="https://www.acuitybrands.com/support/warranty/terms-and-conditions">https://www.acuitybrands.com/support/warranty/terms-and-conditions</a> under Terms and Conditions of Sale-U.S. Sales—Payment Terms.

Invoices for services shall be due and payable within (30) days after the date of the invoice. In addition to all other rights and remedies available under these Terms and Conditions of Sale and under applicable law, Acuity may, in its sole discretion, withhold services until such time as purchaser's account is paid in full or immediately terminate the provision of services without further liability to purchaser.

If purchaser does not pay any invoice, in whole or in part, when due, Acuity shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due Acuity is collected by or through an attorney, Acuity shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

#### PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "valid for" a certain period or "valid through" a certain date, Acuity reserves the right to invoice at the prices in effect on the date of shipment. Notwithstanding whether prices are quoted as "valid for" a certain period or "valid through" a certain date on any Acuity quotation, all prices are subject to increase (1) on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any foreign exchange rate fluctuations; or new or increased government imposed tariffs, duties or other charges of any kind; and (2) as determined by Acuity in its sole discretion due to increases in labor, materials, freight, container, fuel, handling, logistics or other manufacturing costs since the date of quotation, whether in the form of a price increase or a surcharge. Unless otherwise agreed by Acuity, orders marked "HOLD" or "HOLD FOR RELEASE" will be billed at the prices in effect on the date of shipment. Acuity reserves the right to require minimum order amounts. Prices do not include lamps unless specified.

#### FREIGHT ALLOWANCE:

Any orders that qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and allowed or as otherwise agreed to in writing by Acuity. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add. For all orders that qualify for freight allowance, Acuity reserves the right to select the carrier and method of shipment and to route shipments at Acuity's discretion. Acuity will ship in the manner selected by purchaser provided purchaser assumes any additional transportation costs. See <a href="https://www.acuitybrands.com/support/warranty/terms-and-conditions">https://www.acuitybrands.com/support/warranty/terms-and-conditions</a> under Terms and Conditions of Sale-U.S. Sales—Freight Allowance for specific freight requirements. Freight charges are calculated at the time of shipment and are

#### TAXES

per pallet per day.

Prices exclude all taxes. Purchaser has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership,

subject to change. If purchaser requests Acuity to delay

shipping all or any portion of an order beyond its scheduled

shipment date, Acuity may impose a service charge of \$22

license or use of the products or services.

#### TRANSPORTATION CLAIMS:

Title and risk of loss passes to purchaser upon delivery of products by Acuity to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of purchaser. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from purchaser to Acuity.

#### PACKAGING:

Acuity reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities.

#### SERVICE AREA LIMITATION:

Acuity reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable Acuity distributor.

#### RETURN OF STOCK MERCHANDISE:

No merchandise may be returned without prior written authorization from Acuity. Requests to return merchandise must be made within four (4) months from date of shipment by Acuity. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 35% (to defray the cost of handling). All returned product must be in salable condition in order to qualify for credit. Return authorization will not be granted when the value of all items to be returned is less than \$300.

#### NON-RETURNABLE MERCHANDISE:

The following products are not returnable: all non-stock, special, customized or modified products; all stock products containing time-sensitive components that have reached the end of their warranty or shelf life; clearance and limited-availability products; horticultural products; and all stock and non-stock poles. Any product which Acuity sells, but does not inventory, is considered a non-stock product.

#### **CANCELLATIONS:**

Orders may not be cancelled or modified, either in whole or in part, without Acuity's express written consent. Subject to such consent, (1) orders for stock products may be cancelled prior to shipment without charge and (2) cancellation of any order for non-stock, customized or modified products will incur charges for work already performed and for material purchased by Acuity or its suppliers for the products subject to the cancelled order. Cancellation of any product order after shipment will be subject to the return provisions of these Terms and Conditions of Sale. Orders for horticultural products are non-cancellable. Orders for services are non-cancellable. If services are not provided prior to invoice, the purchaser is entitled to the performance of ordered services only within the 18-month period after the services not provided within the 18-month period.

#### LIMITED WARRANTY:

Statements of the limited warranties provided by Acuity for Acuity products, services and service offerings are available at <a href="https://www.acuitybrands.com/support/warranty/terms-and-conditions">https://www.acuitybrands.com/support/warranty/terms-and-conditions</a> under Product Warranties.

#### LIMITATION OF LIABILITY:

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 sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period

Acuity shall be excused for performance of any part of these Terms and Conditions of Sale and shall not be liable for any damages for any delay or default in delivering products or the failure to perform these Terms and Conditions of Sale where occasioned by any cause beyond the control of Acuity, including without limitation, natural disasters; explosions, fires, floods or extreme weather; embargoes; riots; war; acts of terrorism; invasion; famine; civil commotion; outbreaks of disease, epidemics, pandemics or quarantines; strikes; labor stoppages or slowdowns or other industrial disturbances; shortages of labor, raw materials, fuel, adequate power or transportation facilities; accidents; acts of government; or other similar causes. Without limiting the generality of the foregoing, where, subsequent to the date of any order, Acuity's performance is made economically impracticable without Acuity's fault by the occurrence of an event the nonoccurrence of which was a basic assumption on which the sale of products or services was made or prices established, Acuity's duty to render that performance is excused and Acuity shall not be liable for any damages arising out of such failure to perform, unless mutually agreeable and legally permissible alternative pricing or other terms are agreed in writing. Examples of events making performance economically impracticable include, without limitation, raw material shortages resulting in greater than a twenty percent (20%) change in price, changes in government imposed tariffs, duties or other charges of any kind; embargoes, economic sanctions or other regulatory changes (including government imposed tariffs, duties or other charges of any kind) preventing or delaying the importation, exportation or other business activities of Acuity; other regulatory changes affecting Acuity; and strikes or other acts or events preventing shipping by normal channels.

IN NO EVENT SHALL ACUITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, 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 COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

#### INTELLECTUAL PROPERTY:

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to purchaser or prepared by or on behalf of Acuity in the course of providing the products, services or service offerings (the "Deliverables"), including any related software that may be already installed in or included with the products, services or service offerings (the "Software"), shall be owned by Acuity. Purchaser does not acquire any right, title or interest in the Deliverables except the limited and temporary right to use them as necessary solely in connection with purchaser's use of the applicable products. services or service offerings. No Software is sold, and all Software is protected by international intellectual property laws and treaties. Such Software may be subject to additional terms and conditions that may become applicable when the end user installs or accepts the Software or part of a written agreement between Acuity and the end user. Neither the products nor the Deliverables may be loaned or

rented, nor may access be provided to the Software, for a fee or otherwise, to any third party. The Software may be permanently transferred, but only as part of a sale or transfer of the products, provided that no copies are retained, all Software is transferred, and such sale is subject to the applicable terms of these Terms and Conditions of Sale. No product, Deliverables or Software shall be duplicated, reverse engineered, or decompiled by anyone other than Acuity except and only to the extent this restriction is prohibited by law. Purchaser may become aware of trade secrets, know-how and other information of Acuity, within the Deliverables or in connection with the delivery by Acuity of the products, services or service offerings, that would reasonably be understood to be confidential under the circumstances ("Confidential Information"). Purchaser (i) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information, and (ii) must not use the Confidential Information except in connection with its use of the applicable products, services or service offerings.

#### CHOICE OF LAW; CONSENT TO JURISDICTION:

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of Georgia, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in Fulton County, Georgia shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale. If Acuity is only providing services, the parties agree that these Terms and Conditions of Sale are a contract for services and are not subject to the uniform commercial code of any state.

#### GENERAL

Purchaser may not assign the right to receive services hereunder, whether by operation of law or otherwise, without

the prior written consent of an authorized representative of Acuity, not to be unreasonably withheld. Purchaser acknowledges that Acuity may use subcontractors to perform the services. Unless otherwise specifically agreed in writing by an authorized representative of Acuity, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by Acuity and shall not be incorporated into any order or other agreement for the sale of Acuity products, services or service offerings. Purchaser's assent to these Terms and Conditions of Sale, shall be conclusively presumed from purchaser's acceptance of all or part of any products, services or service offerings ordered and purchaser acknowledges that it is subject to Acuity policies concerning the sale and/or resale https://www.acuitybrands.com/support/warranty/terms-and-conditions/online-sales-policies), as amended by Acuity in its sole discretion from time-to-time. representative of Acuity has acknowledged purchaser's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, such acceptance is expressly made conditional on purchaser's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgement, and acceptance or authorized resale by purchaser of any products or services shall be deemed to constitute such assent. If any quotation or other document of Acuity is deemed to constitute an offer to purchaser. purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale. Field services and other onsite services performed by Acuity are subject to additional and conditions available https://www.acuitybrands.com/support/warranty/terms-and-conditions under Terms and Conditions of Sale-Other— Terms and Conditions for Field Services. These Terms and Conditions of Sale, together with the warranty statements by Acuity under LIMITED WARRANTY above and, if applicable, the Field Services Terms and Conditions, constitute the entire sales agreement between Acuity and purchaser, unless they are made part of a written agreement between Acuity and purchaser. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Acuity objects to and rejects any terms between purchaser and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from purchaser to Acuity, unless agreed to in writing by an authorized representative of Acuity. These Terms and Conditions of Sale supersede all those published or issued previously by Acuity. All orders are subject to final acceptance by Acuity and credit approval. Any design, submittal or layout provided by Acuity is subject to the disclaimer set forth on the design, submittal or layout. Acuity will not accept orders that require purchaser-furnished components, unless agreed to in writing by an authorized representative of Acuity. Acuity price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. Acuity shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted purchase orders.

Acuity reserves the right to change these Terms and Conditions of Sale at any time without notice.

1170 PEACHTREE STREET, N.E., SUITE 1200, ATLANTA, GEORGIA 30309-7673 PHONE 1-800-922-9641 www.acuityinc.com

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## **BUSSMANN** SERIES

# Bussmann panel (gear) limited warranty statement

#### **Limited Warranty Terms:**

LIMITED PRODUCT WARRANTY PANEL (GEAR) PRODUCTS

THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Bussmann warrants to each original Buyer of Products manufactured by the Bussmann that such Products are, at the time of delivery to the Buyer, free of material and workmanship defects, provided that no warranty is made with respect to:

- (a) any Product which has been repaired or altered in such a way, in Bussmann's judgment, as to affect the Product adversely;
- (b) any Product which has, in Bussmann's judgment, been subject to negligence, accident or improper storage;
- (c) any Product which has not been operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of Bussmann; and
- (d) any Products, component parts or accessories manufactured by others but supplied by Bussmann. (Because these items are not manufactured by Bussmann, any claims should be submitted directly to the manufacturer thereof.)

Bussmann's obligation under this warranty is limited to using reasonable efforts to repair or, at its option, replace, during normal business hours at any authorized service facility of Bussmann, any Product which in its judgment proved not to be as warranted within the applicable warranty period. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

Bussmann may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Bussmann, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products upon which they are installed to the same extent as if such parts were original components thereof. Warranty services provided under the Agreement do not assure uninterrupted operations of Products; Bussmann does not assume any liability for damages caused by any delays involving warranty service. The warranty period for the Products are 18 months from date of shipment or 12 months from date of first use, whichever occurs first.

#### **Extended Warranty for Products**

If requested by the Buyer and specifically accepted in writing by Bussmann, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months - 2% of Contract Price

30 months - 3% of Contract Price

36 months - 4% of Contract Price

Extended warranty must be purchased in advance of product shipment. It should be included in Purchase Order placed for items to be warranted.

IN NO EVENT SHALL SUPPLIER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN STRICT LIABILITY, CONTRACT OR IN TORT INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS, NOR SHALL SUPPLIER'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE AGGREGATE PURCHASE PRICE OF THE PRODUCTS.



#### Eaton

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Bussmann Division 114 Old State Road Ellisville, MO 63021 United States Eaton.com/bussmannseries

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All other trademarks are property of their respective owners.

## THE BUYER ("BUYER") IDENTIFIED ON THE ORDER FORM ("ORDER") HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF THE SALE OF GOODS ("GOODS") OF CHANNELL COMMERCIAL CORPORATION ("SELLER") TERMS AND CONDITIONS OF SALE

#### 1. PAYMENT TERMS:

a. Payment terms to Buyer, on approved credit, are net 30 days from date of invoice. If Buyer fails to pay for the Goods within 30 days, then all delinquent accounts shall bear 1-1/2% interest per month of the unpaid balance until paid. Buyer shall reimburse Seller for Seller's costs relating to collecting and accounting for late payments, including attorneys' fees.

#### 2. WARRANTY AND LIMITATION OF LIABILITY:

- a. Seller warrants the Goods manufactured by Seller to be in accordance with Seller's specifications and free from defects in material and workmanship at the time of delivery. All material has an expressed warranty period of one year from delivery. Seller's warranty obligation shall be satisfied, at its sole option, either by repair or replacement of nonconforming or defective Goods. Seller's liability under this expressed warranty shall be limited to cost of replacement or repair only.
- b. Seller makes no expressed and/or implied warranties whether of merchantability or fitness for any particular purpose or otherwise other than those set forth above and in no event shall seller be liable to buyer or any third party for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, or for installation adjustment or other expenses whether direct or indirect. In no event shall seller's aggregate liability arising out of or related to the order, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to seller for the goods sold under the order.

#### 3. DELIVERY AND SHIPPING:

- a. The Goods will be delivered within a reasonable time after the receipt of the Order, subject to availability of goods. Seller shall not be liable for any delays, loss, or damage in transit.
- b. Unless otherwise agreed in writing by the parties hereto, Seller shall deliver the Goods to Seller's manufacturing facilities in either California, Nevada, or Texas, as the case may be (the "Pickup Point"), using Seller's standard methods for packaging and shipping of goods. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods.
- c. If the Goods are shipped, delivery shall be made FOB the Pickup Point.
- d. Seller may, in its sole discretion, without liability or penalty, make partial shipments of the Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the Goods shipped whether such shipment is in whole or partial fulfillment of Buyer's order.

#### 4. TITLE AND RISK OF LOSS:

a. Title and risk of loss pass to Buyer upon delivery of the Goods to the Pickup Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Texas Uniform

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- Commercial Code. Buyer authorizes Seller to file financing statements or other instruments with the appropriate authorities to perfect or protect Seller's security interest in the Goods.
- b. Payment in full of all amounts owed for and related to the Goods shall release Seller's security interest in those Goods for which such full payment has been made.

#### 5. RETURNS AND RESTOCKING CHARGE:

- a. Except as otherwise provided herein, Buyer has no right to return the Goods. At the sole discretion of Seller, Seller may approve Buyer to return merchandise for credit. If approved by Seller, the Goods must be returned within 90 days of delivery and accompanied by our invoice number, date of purchase and return authorization number.
- b. IMPORTANT: A 20% handling or restocking charge may be made upon all Goods returned for credit.

#### 6. ACCEPTANCE OF CREDIT AND SALES ORDERS:

a. All applications for credit and all sales are subject to Seller's acceptance and no sales are final until accepted by Channell Commercial Corporation at its office in Rockwall, TX. All invoices are payable at the offices of Channell Commercial Corporation, Rockwall, TX.

#### 7. ORDER MODIFICATION & CANCELLATION:

- a. Order Modification:
  - i. Any request to ship later than the scheduled ship date will require the Order to be rescheduled per the current lead-time for the specific Goods.
  - ii. Seller requires a 60-day notice prior to the scheduled ship date to make any modifications to the Order.

#### b. Order Cancellation:

i. Seller will accept a cancellation up to 90 days prior to the scheduled ship date not to exceed 50% of the original ordered quantities for vaults, pedestals, and fiber splice closures. Cabinets, cabinet splitters, and other "Fiber" products are non-cancellable.

#### 8. ORDER REFUSAL:

a. The Order cannot be refused within 30 days of the scheduled ship date, or upon shipment. If Buyer cannot accept the Goods for any reason Buyer is responsible for storage.

#### 9. MISCELLANEOUS:

- a. To the extent that any provision herein is held invalid, then that provision shall be deemed to be deleted and the remaining provisions shall remain in full force and effect.
- b. No waiver, alteration or modification of the foregoing terms and conditions shall be valid unless made in writing and signed by an executive officer of Channell Commercial Corporation.
- c. 3rd Party/Collect Shipments must be picked up within 48 hours after contacting router. If deadline is not met, Seller reserves the right to ship the Goods via another carrier and charge freight to Buyer.
- d. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached the Order, for any failure or delay in fulfilling or performing any term of the Order, when and to the extent such failure or delay is caused by or results from acts beyond Seller's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Order; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of Seller.
- e. All matters arising out of or relating to the Order are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or relating to the Order shall be instituted in the federal courts of the United States of America or the state courts of the state of Texas, in each

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case located in the county of Dallas, Texas, and each party hereto irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The parties hereto irrevocably and unconditionally waive

- any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and agree not to plead or claim that any such suit, action or proceeding has been brought in an inconvenient forum.
- f. The Order and these Terms and Conditions of Sale comprise the entire agreement between the parties hereto and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms and Conditions of Sale control and prevail over any of Buyer's terms and conditions of purchase regardless of whether or when Buyer has submitted such terms. Fulfillment of Buyer's purchase order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions of Sale.

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#### First-Light, USA's Limited Lifetime Warranty

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### **Limited Lifetime Warranty**

The PERIOD OF WARRANTY shall be for the lifetime of the lighting device from date of purchase. First-Light USA will repair or replace, free of charge, at First-Light USA's option, any part due to defects in materials or workmanship. Certain countries and jurisdictions restrict limited lifetime warranties. If you reside in one of these countries or jurisdictions, First-Light USA extends to you a 10 year limited warranty, which maintains the following terms and conditions.

First-Light USA, at First-Light USA's option, may refund the purchase price to the original owner if unable to make the product perform the work for which it was designed by repair or replacement of a product of at least equal value. The limited warranty contained herein is the purchaser's exclusive remedy.

THIS WARRANTY EXCLUDES damage or defects caused by neglect, abuse, misuse, alteration, disassembly, improper maintenance or accidents. Batteries, or damaged caused by defective or neglected batteries are excluded from this warranty. Accessory items are also excluded from this warranty. Electronics (other than light emitting diodes (LEDs), are limited to a 3-year warranty with proof of purchase.

To obtain warranty service, call 877.454.4450 or send e-mail to warranty@firstlight-usa.com.

First-Light USA will then issue a Return Merchandise Authorization (RMA) and instructions on warranty return. The original owner must include the RMA upon returning the product in order to obtain warranty service from First-Light USA.

We will pay to ship the repaired or replaced product to the original owner's address if located within United States. If the original owner's address is located outside of the United States, we will ship the product freight collect. If we determine the remedy is not covered under this warranty, we will notify you and inform you of service options available on a fee basis.

FIRST-LIGHT USA, LLC MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES, TO INCLUDE BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS AND TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY FIRST-LIGHT USA, LLC AND EXCLUDED FROM THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

ALSO EXCLUDED FROM THIS WARRANTY ARE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Request A Quote

## **Terms & Conditions**

05.19.20

# FLT Five (5) Year Warranty and Terms & Conditions of Sale

All sales are expressly conditional on Buyer's agreement to the terms and conditions hereinafter set forth. No additional or different terms apply unless expressly agreed to in writing by First Light Technologies ("FLT").

**Warranty** All materials and component parts, including batteries (where applicable), are guaranteed to be free from defects of material and/or workmanship for a period of five years beginning on the date of shipment to the Buyer. FLT assumes no responsibility for installation or proper selection of its products. This warranty excludes field labor or service charges related to the repair or replacement of the product.

**Limitation of Liability** FLT's liability is expressly limited to the repair or replacement of such parts where, in our opinion, failure is caused by a defect and not misuse or operation or storage outside the specification ranges, and is limited to such repair and replacement being made at the factory. "Failure" is considered a non-operating product. Freight charges to and from the factory will be borne by the purchaser. No claims for labor, performance, materials, or deductions from invoices will be allowed. Warranty is automatically voided if any unauthorized repairs or alterations are made.

**Damaged Merchandise or Loss in Transit** All merchandise is shipped at Buyer's risk of loss and/or damage so that Buyer shall promptly make any claims with the carrier. Title to the goods passes to consignee and/or Buyer upon delivery to carrier. Any claim for shortages or incorrect shipments must be made upon FLT, in writing, within Fifteen days of the ship date.

**Returns** Returns will only be accepted if FLT issues a Return Materials Authorization. ("RMA") Any request for an RMA must be made, in writing, within Thirty days of the invoice date. All products are built to order and returns are subject to a minimum 50% restocking charge; all freight and reconditioning charges are the responsibility of Buyer.

**Cancellations** Orders may be canceled by the Buyer only if agreed to, in writing, by FLT and upon complete payment of cancellation/restocking charge. All custom orders are non-cancelable after release. All products are built to order and a cancellation fee will be assessed for any product manufactured or

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: Accept Cookies

are estimates only. FLT shall not be liable for late deliveries or non-deliveries due to fires floods, wars.

Request A Quote

for any other cause beyond the FLT's control interfering with production, delivery, transportation or acceptance of its goods. Quantities so affected may be eliminated without liability, but the orders shall otherwise remain unaffected.

**Payment Terms** Payment terms for credit approved orders are net 30 days from the date of invoice. A late payment charge of 1.5% per month will be added to all outstanding balances after 30 days from the date of invoice. The buyer agrees to reimburse FLT for all incurred collection costs which are necessary to enforce payment of invoiced amounts.

**Prices** All prices are those in effect at the time of the quotation and are subject to change without notice. Unless prices are

quoted as "firm," Seller reserves the right to invoice at the prices in effect on the date of shipment, regardless of any prior quote

and regardless of whether notice was received by Buyer. All prices and other terms are subject to correction for typographical and clerical errors.

**Specifications** FLT disclaims any liability for service or labor charges in connection with errors in measurement, prices or specifications. FLT reserves the right to change, without notice, specifications and materials.

**Order Acknowledgement** Buyer is responsible for accepting and approving the order acknowledgement. In the event of conflict between Buyer's purchase order and FLT order acknowledgement, the order acknowledgement shall take precedence and shall apply.

Freight Terms All shipments are Ex Works Factory, at the purchaser's risk.

**Carrier and Packaging** FLT reserves the right to select carrier, routing and truck size. If any shipment is made in accordance with the buyer's instructions, any additional labor or carrier costs shall be paid by the Buyer. FLT will determine packaging, unless the Buyer specifies differently. Any additional cost for special packaging will be paid by the Buyer.

**Partial Shipments** FLT reserves the right to make partial shipments unless the Buyer expressly stipulates otherwise. All such shipments shall be separately invoiced and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve Buyer of its obligation to accept remaining shipments.

**Drop Shipments** FLT reserves the right to refuse to make direct shipments to points of destination outside the regular assigned selling and service area of the distributor.

**Refused shipments** If any shipment made in accordance with these terms and conditions or by other terms agreed to in writing by FLT is refused by the Buyer for whatever reason, Buyer shall be responsible for payment as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for any reasonable storage, handling, redelivery or interest charges, and shall pay such charges as invoices rendered.

**Dispute Resolution** The terms and conditions of sale for all products sold by FLT and for all services performed in Canada shall be governed by, and construed in accordance with the laws of the Province of British Columbia, Canada, without reference to conflict of laws principles.

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#### **TERMS & CONDITIONS OF CREDIT & SALE**

All sales by J.H. Botts, LLC are made subject to the following terms and conditions. J.H. Botts, LLC expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. J.H. Botts, LLC acceptance of any purchase order and/or sale of any goods is expressly made conditional on Buyer's assent to these terms and conditions.

- 1. All proposals, negotiations, and representations, if any, regarding the transaction and made in writing prior to the date of an order are merged herein. The Seller makes no representations or warranties concerning this proposal except such as are expressly contained herein, and this document may not be changed or modified.
- 2. **PRICES** All prices whether herein named or heretofore quoted or proposed, shall be adjusted to the Seller's prices in effect at the time of shipment, and are FOB our plant, Joliet, IL. unless otherwise stated.
- 3. **TOOLING** Any tooling charge included in any order shall cover the expense of designing and manufacturing tooling for the production of item(s) on the first order. Such tooling shall be maintained for production of the item(s) on subsequent or repeat orders or for a period not longer than one (1) year from date of shipment of last production order. Title to all such tooling shall remain with J.H. BOTTS, LLC.
- 4. TAXES Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.
- 5. **DELAY** The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, plant conditions, delays in transportation, shortage of cars, fuel, labor, or materials, or any circumstances or cause beyond the control of the Seller in the reasonable conduct of its business.
- 6. **INSPECTION** The Buyer may inspect, or provide for inspection, at the place of manufacture. Such inspection shall be conducted so as not to interfere unreasonably with the manufacturer's operations, and subsequent approval or rejection shall be made before shipment of the material. Notwithstanding the foregoing, if, upon receipt of such material by the Buyer, the same shall appear not to conform to any contract resulting from an order between the Buyer and the Seller the Buyer shall immediately notify the Seller of such condition and afford the Seller a reasonable opportunity to inspect the material.
- 7. PRICING, FREIGHT DISCREPANCIES AND RETURNED MATERIAL Questions concerning pricing or freight discrepancies must be made within ten (10) days of receipt of shipment. Contact your salesperson who took the order. In no case may material be returned without the Seller's prior written permission. Goods returned without written permission will not be accepted and could result in additional costs to the customer. Goods must be packaged properly and in resale condition.
- 8. EXCLUSION OF WARRANTIES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE ARE EXCLUDED FROM ANY CONTRACT RESULTING FROM AN ORDER. THERE ARE NO EXPRESS WARRANTIES AS TO THE MATERIAL FURNISHED HEREUNDER UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.
- 9. BUYER'S REMEDIES If the material furnished to the Buyer shall be proven defective, whether due to Seller's negligent acts or omissions or otherwise, to conform to any contract resulting from an order or to any express or implied warranty, during a period not to exceed thirty (30) days from the date of shipment, the Seller shall replace such non-conforming material to the original point of delivery and shall furnish instruction for its disposition. Any transportation charges involved in such disposition shall be for the Seller's account. The Buyers exclusive and sole remedy on account or in respect of the furnishing of material that shall be proven defective, whether due to Seller's negligent acts or omissions, or otherwise, to conform to any contract, resulting from an order or to any express or implied warranty, during a period not to exceed thirty (30) days from date of shipment, shall be to secure replacement thereof as aforesaid. The Seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, incidental or consequential damage to anyone by reason of the fact that such material does not conform to any contract resulting from an order or to any express or implied warranty.
- 10. **PERMISSIBLE VARIATIONS, STANDARDS & TOLERANCES** Except in the particulars specified by Buyer and expressly agreed to in writing by Seller, all material shall be produced in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of the trade and regular industry practices concerning: dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods. Orders will be considered complete upon shipment of a reasonable quantity of ten (10) percent over or under the amount specified in the order when it is impractical to produce the exact quantity ordered.
- 11. PATENTS—The Buyer shall indemnify the Seller against any judgment for damages and costs which may be rendered against the Seller in any suit brought on account of the alleged infringement of any United States patent by any product supplied by the Seller made in accordance with materials, designs or specifications furnished or designed by the Buyer, provided that prompt written notice be given to the Buyer of the bringing of the suit and than an opportunity be given to the Buyer to defend it.
- 12. **CREDIT APPROVAL** Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department.
- 13. **JOB INFORMATION** Specific information pertaining to a purchase order may be required prior to supplying material. This includes the name, address and phone number of the property owner and the general contractor, the location of the project, State or Federal ID numbers and a copy of the payment and performance bond.
- 14. **TERMS OF PAYMENT** Subject to the provisions of CREDIT APPROVAL above, terms of payment are net 30 days and shall be effective from date of invoice. If an account becomes 60 days past due, no further credit may be granted without payment of past due portion. A cash discount is allowed on MERCHANDISE ONLY. Taking of cash discount out of terms shall result in loss to Buyer of future cash discount option. The Seller may charge interest at the rate of 18% per annum on all overdue invoices.
- 15. **LEGAL PROCEEDINGS AND INTEREST** The parties agree that the costs of any legal proceedings brought by Seller against any Buyer for nonpayment of invoices, including filing fees, court costs and attorney fees, shall be the responsibility of the Buyer. Seller will not waive or relinquish the right to file or maintain a mechanic's lien or claim against the buildings or grounds at which the material purchased are to be supplied or delivered. Interest will be charged on all past due amounts at 18% per annum.
- 16. COMPLIANCE WITH LAWS The Seller intends to comply with all laws applicable to its performance or any contract resulting from an order.
- 17. **DISPUTE RESOLUTION** At Seller's election, and in its sole discretion, any controversy or claim arising out of or relating to the sale of the subject goods or the performance or breach of this agreement shall be submitted to final and binding arbitration in accordance with the then current Construction Industry Rules of the American Arbitration Association. In the event Seller elects arbitration of a claim or dispute, judgment shall be entered on any award entered thereon. The arbitration provisions contained herein shall survive the termination or expiration of an order or performance or breach thereof. If Seller does not select arbitration, all disputes shall be submitted to court process. At Seller's election and sole discretion, the venue for any dispute resolution proceeding, whether arbitration or court litigation is elected by Seller, shall be Joliet, IL.
- 18. MISCELLANEOUS If any part of the movement of the material involves use of a motor carrier, Seller intends to secure equipment from the motor carrier having the lowest rate; but if such equipment is not reasonably available, Seller reserves the right to move the material by any other motor carrier having available necessary equipment. When delivery terms are other than FOB our plant, all means of transportation and routing shall be subject to the control of the Seller. If an order is accepted and the Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by the Buyer shall be deemed to note the Buyer's assent to the foregoing.
- 19. NON-WAIVER BY SELLER Waiver by the Seller of a breach of any of the terms and conditions of any contract resulting from an order shall not be construed as a waiver of any other breach.
- 20. ACCEPTANCE OF PURCHASE ORDERS ANY PURCHASE ORDER PURSUANT TO ANY QUOTATION OR PROPOSAL SHALL NOT RESULT IN A CONTRACT UNTIL IT IS ACCEPTED AND ACKNOWLEDGED BY THE SELLER'S OFFICE AT Joliet, IL.

# **StressCrete**GROUP

### LED LUMINAIRES: ELECTRICAL COMPONENTS

#### **SEVEN (7) YEAR WARRANTY**

King Luminaire Co. Inc. provides a Seven (7) Year Warranty for its products to be free of defects in materials and workmanship. This warranty includes LED electrical components, including LED emitters based on an operational life expectancy of 50,000 hours. Expected life for LEDs is determined as the time at which the emitters(s) will operate at 70% of their initial lumen output. At King Luminaire's option, we will repair or replace, without charge, any properly installed King Luminaire product we deem to be defective if such product has failed under normal conditions, use, service and maintenance.

Any King Luminaire product that has been damaged due to handling, transportation, installation, vehicular impact, abuse or vandalism is not covered under this warranty.

This warranty does not cover instances where the product is used outside of its specifications.

This warranty commences at the date of shipment, is not transferable and is applicable only to the original purchaser.

This warranty constitutes the entire obligation of King Luminaire to the original purchaser and further constitutes the original purchaser's sole remedy. King Luminaire makes no other express or implied warranty of fitness for a particular purpose, nor of merchantability, nor any other express or implied warranties. King Luminaire's responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited warranty. Furthermore, King Luminaire is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen. In no event will King Luminaire be responsible or liable for any labor costs.



#### **EXCLUSIONS**

This is a limited warranty, and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below.

King Luminaire shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this product, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and fitness for particular purpose.

Repair or replacement of the product or the defective part does not include any reinstallation costs or expenses, including without limitation labor costs or other expenses.

This limited warranty does not cover the following:

- 1. Product failure caused by faulty power or supplies, overheating caused by improper installation.
- 2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or "Acts of God" (such as lightning or fluctuations in electrical power).
- 3. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or fixture installation instruction sheets supplied with each fixture when shipped.
- 4. Products which have been modified by someone other than King Luminaire.
- 5. The product has been serviced by personnel not authorized by King Luminaire.

#### LIMITATIONS AND CONDITIONS

Products should be used within their specifications (e.g. case temperature higher than normal range, water ingress and other extreme conditions) and according to application guidelines. Warranty becomes void if the product is used outside its intended use. Warranty will also be voided should the customer fail to appropriately maintain the installed product.

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to our installation instructions. Purchaser must notify King Luminaire in writing within 30 days of noticing the defect.

Products must be operated within the specified electrical values; and operated in environmental conditions within the normal specified operating range of the system. King Luminaire cannot be held liable for electrical supply conditions, including supply spikes, and over-voltage/under-voltage that are beyond the specified limits of the products and those defined by relevant supply standards.

This warranty applies only to products that have been properly stored, installed, and maintained. King Luminaire cannot be held liable if the purchaser or the user fails to comply with any applicable instructions and recommendations of the manufacturer such as: the above mentioned environmental, handling and electrical conditions, excessive operation of the product (more than 4,600 hours per year), and LED light components being interchanged with components of other manufacturers.

Rev. Nov 14, 2018



#### LIMITATIONS AND CONDITIONS, CONTINUED

King Luminaire shall not be responsible for any failure of its 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 use, installation, handling, storage, 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), the Canadian Standards Association (CSA); 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 document, 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.** 

For a valid warranty claim to be honored, a detailed description of any defect(s) covered by this warranty must be given in writing within the warranty period. King Luminaire, at our sole discretion, will either repair or replace the defective part or product at our cost, such repair to occur either onsite or, at our discretion, at our factory (should factory repair be required, product to be removed at original purchaser's expense and returned to our facility freight prepaid). In no event will King Luminaire be responsible or liable for any labor costs.

Rev. Nov 14, 2018

# **StressCrete**GROUP

# LED LUMINAIRES: PAINT, POWDER COATING, AND ACRYLIC, POLYCARBONATE AND GLASS ENCLOSURES

#### **FIVE (5) YEAR WARRANTY**

**King Luminaire Co. Inc.** provides a **Five (5) Year Warranty** for its products to be free of defects in materials and workmanship. This warranty includes paint or powder coatings, and acrylic, polycarbonate and glass enclosures on our lighting products. At King Luminaire's option, we will repair or replace, without charge, any properly installed King Luminaire product we deem to be defective if such product has failed under normal conditions, use, service and maintenance.

Any King Luminaire product that has been damaged due to handling, transportation, installation, vehicular impact, abuse or vandalism is not covered under this warranty.

This warranty does not cover instances where the product is used outside of its specifications.

This warranty commences at the date of shipment, is not transferable and is applicable only to the original purchaser.

This warranty constitutes the entire obligation of King Luminaire to the original purchaser and further constitutes the original purchaser's sole remedy. King Luminaire makes no other express or implied warranty of fitness for a particular purpose, nor of merchantability, nor any other express or implied warranties. King Luminaire's responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited warranty. Furthermore, King Luminaire is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen. In no event will King Luminaire be responsible or liable for any labor costs.

# StressCrete GROUP

### LIT METAL BOLLARDS AND ELECTRICAL COMPONENTS OF SPUN CONCRETE BOLLARDS

#### **FIVE (5) YEAR WARRANTY**

**StressCrete Ltd./StressCrete Inc./King Luminaire Co. Inc.** provides a **Five (5) Year Warranty** for its products to be free of defects in materials and workmanship. This warranty includes paint or powder coatings, and electrical components. At StressCrete or King Luminaire's option, we will repair or replace, without charge, any properly installed StressCrete or King Luminaire product we deem to be defective if such product has failed under normal conditions, use, service and maintenance.

Any StressCrete or King Luminaire product that has been damaged due to handling, transportation, installation, vehicular impact, abuse or vandalism is not covered under this warranty.

This warranty does not cover instances where the product is used outside of its specifications.

This warranty commences at the date of shipment, is not transferable and is applicable only to the original purchaser.

This warranty constitutes the entire obligation of StressCrete or King Luminaire to the original purchaser and further constitutes the original purchaser's sole remedy. StressCrete & King Luminaire makes no other express or implied warranty of fitness for a particular purpose, nor of merchantability, nor any other express or implied warranties. StressCrete & King Luminaire's responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited warranty. Furthermore, StressCrete or King Luminaire is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen. In no event will StressCrete or King Luminaire be responsible or liable for any labor costs.

# **StressCrete**GROUP

### IRON, STEEL & ALUMINUM POLES & BASES, SITE FURNISHINGS & DECORATIVE ARMS, AND NON-LIT METAL BOLLARDS

#### THREE (3) YEAR WARRANTY

King Luminaire Co. Inc. provides a Three (3) Year Warranty for its products to be free of defects in materials and workmanship. This warranty includes paint or powder finish on iron, steel and aluminum lighting poles, decorative bases, site furnishings, decorative arms, and non-lit metal bollards. At King Luminaire's option, we will repair or replace, without charge, any properly installed King Luminaire product we deem to be defective if such product has failed under normal conditions, use, service and maintenance.

Any King Luminaire product that has been damaged due to handling, transportation, installation, vehicular impact, abuse or vandalism is not covered under this warranty.

This warranty does not cover GFI's and other accessories or instances where the product is used outside of its specifications.

This warranty commences at the date of shipment, is not transferable and is applicable only to the original purchaser.

This warranty constitutes the entire obligation of King Luminaire to the original purchaser and further constitutes the original purchaser's sole remedy. King Luminaire makes no other express or implied warranty of fitness for a particular purpose, nor of merchantability, nor any other express or implied warranties. King Luminaire's responsibility under this warranty does not include any obligation to reimburse the original purchaser for transportation, installation, removal, repair, or any other incidental expenses incurred by the original purchaser, or others, in relation to any product defect covered by this limited warranty. Furthermore, King Luminaire is not liable for any consequential or resultant damages which may arise from product defects, whether foreseen, or unforeseen. In no event will King Luminaire be responsible or liable for any labor costs.

#### LEMAC CORPORATION WARRANTY POLICY

LEMAC manufactured products are guaranteed to be free from defects in material and workmanship for a period of (1) one year or (1500) fifteen hundred hours from date of first installation or delivery to original purchaser. All items manufactured are wearable and expendable. PLEASE REVIEW WARRANTY THOUROUGHLY.

It will be our option to replace or repair without charge to the customer, any part(s) and/or product(s) according to the following terms:

- A LEMAC CORPORATION warranty administrator must be informed via telephone, fax, or email immediately. Please include the product serial number and defect description.
- Defective part(s) and/or product(s) are to be returned freight prepaid to the factory for our inspection. If the part(s) and/or product(s) are found to be defective, return freight will be reimbursed to sender.
- Any warranty work done by another company or individual other than LEMAC CORPORATION must be
  authorized in writing by a LEMAC CORPORATION warranty administrator and be billed for the total amount
  agreed upon before said work is started. Dealer shop rate charges on approved repairs shall not exceed 70% of
  hourly rate or \$75 per hour, whichever is lesser.

LEMAC CORPORATION MUST BE CONTACTED BEFORE RETURNING ANY PART(S) AND/OR PRODUCT(S).

NORMAL WEAR THROUGH USAGE IS NOT CONSIDERED A DEFECT AND IS NOT COVERED BY THIS WARRANTY.

This warranty covers only the part(s) and/or product(s) manufactured by LEMAC CORPORATION and is in lieu of all other warranties, expressed or implied. LEMAC CORPORATION is not responsible or liable for any consequential damage or contingent liability including, but not limited to, downtime or loss of productivity due to failure.

#### This warranty is void if part(s) and/or product(s) are damaged from:

- Misuse (includes use beyond rated capacities)
- Abuse
- Negligence
- Malice
- Vandalism
- Accident
- Modification or unauthorized repair

#### **ADAPTERS – TEETH – WEAR PARTS**

This warranty does not cover sub-assemblies including, but not limited to: adapters, teeth, blades, edges, and other wear parts. Such items are subject to OEM's warranty, if any, of their respective manufacturers. LEMAC CORPORATION is not responsible for damages incurred from defective adapters, teeth, and/or wear parts.

#### **HYDRAULIC CYLINDERS & COMPONENTS**

Hydraulic cylinders and components manufactured for LEMAC CORPORATION by outside vendors other than construction equipment OEM'S are covered under this warranty. However, claim evaluations are at sole discretion of these suppliers. All hydraulic cylinders must be sent directly to such suppliers, freight prepaid. Hydraulic cylinders must be returned in their entirety and not have been disassembled, to be considered for warranty. **Disassembly, modification, or welding of cylinders without LEMAC CORPORATION authorization voids the warranty on the entire hydraulic cylinder and components.** Improperly packaged cylinders and/or components will not be considered for warranty. Hydraulic hoses are warranted against failure due to workmanship. Improper installation, ripping or cutting due to unauthorized modifications of OEM installation procedures is not warranted.

CONTACT LEMAC IMMEDIATELY WITH ANY WARRANTY INFORMATION QUESTIONS.

#### LEMAC CORPORATION WARRANTY POLICY

LEMAC manufactured products are guaranteed to be free from defects in material and workmanship for a period of (1) one year or (1500) fifteen hundred hours from date of first installation or delivery to original purchaser. All items manufactured are wearable and expendable. PLEASE REVIEW WARRANTY THOUROUGHLY.

It will be our option to replace or repair without charge to the customer, any part(s) and/or product(s) according to the following terms:

- A LEMAC CORPORATION warranty administrator must be informed via telephone, fax, or email immediately. Please include the product serial number and defect description.
- Defective part(s) and/or product(s) are to be returned freight prepaid to the factory for our inspection. If the part(s) and/or product(s) are found to be defective, return freight will be reimbursed to sender.
- Any warranty work done by another company or individual other than LEMAC CORPORATION must be
  authorized in writing by a LEMAC CORPORATION warranty administrator and be billed for the total amount
  agreed upon before said work is started. Dealer shop rate charges on approved repairs shall not exceed 70% of
  hourly rate or \$75 per hour, whichever is lesser.

LEMAC CORPORATION MUST BE CONTACTED BEFORE RETURNING ANY PART(S) AND/OR PRODUCT(S).

NORMAL WEAR THROUGH USAGE IS NOT CONSIDERED A DEFECT AND IS NOT COVERED BY THIS WARRANTY.

This warranty covers only the part(s) and/or product(s) manufactured by LEMAC CORPORATION and is in lieu of all other warranties, expressed or implied. LEMAC CORPORATION is not responsible or liable for any consequential damage or contingent liability including, but not limited to, downtime or loss of productivity due to failure.

#### This warranty is void if part(s) and/or product(s) are damaged from:

- Misuse (includes use beyond rated capacities)
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- Malice
- Vandalism
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This warranty does not cover sub-assemblies including, but not limited to: adapters, teeth, blades, edges, and other wear parts. Such items are subject to OEM's warranty, if any, of their respective manufacturers. LEMAC CORPORATION is not responsible for damages incurred from defective adapters, teeth, and/or wear parts.

#### **HYDRAULIC CYLINDERS & COMPONENTS**

Hydraulic cylinders and components manufactured for LEMAC CORPORATION by outside vendors other than construction equipment OEM'S are covered under this warranty. However, claim evaluations are at sole discretion of these suppliers. All hydraulic cylinders must be sent directly to such suppliers, freight prepaid. Hydraulic cylinders must be returned in their entirety and not have been disassembled, to be considered for warranty. **Disassembly, modification, or welding of cylinders without LEMAC CORPORATION authorization voids the warranty on the entire hydraulic cylinder and components.** Improperly packaged cylinders and/or components will not be considered for warranty. Hydraulic hoses are warranted against failure due to workmanship. Improper installation, ripping or cutting due to unauthorized modifications of OEM installation procedures is not warranted.

CONTACT LEMAC IMMEDIATELY WITH ANY WARRANTY INFORMATION QUESTIONS.

#### **Leotek Electronics USA LLC**



1955 Lundy Ave., San Jose, CA 95131 P: 408.489.0605

rma@leotek.com | www.leotek.com

#### WARRANTY STATEMENT Signal Products (TSL)

Leotek Electronics USA LLC ("Leotek") standard LED products are covered by a five-year limited warranty from the date of delivery. Leotek DT products carry a fifteen-year limited warranty. Leotek warrants these products to be: 1) free of defects in workmanship and/or material; 2) meet the light-emitting requirements as defined in the Performance Specifications of the Institute of Transportation Engineers (ITE). In case of any defective product attributable to Leotek during the abovementioned warranty period, Leotek at its sole discretion will factory repair or replace such defective product within the terms and conditions listed in this Warranty Statement.

In case of any warranty and technical assistance, please contact your local Leotek distributor. Refer to <a href="https://www.leotek.com">www.leotek.com</a> for a list of distributors. Technical assistance is available from our technical support department during the hours of 8:00 AM to 5:00 PM Pacific Standard Time (PST), Monday through Friday, excluding major US holidays. Please provide the Model Number of the product you are inquiring about.

#### Return Material Authorization (RMA) policy and procedures:

- Prior to returning any defective product for repair or replacement, you must contact Leotek post-sale support
  at <a href="ma@leotek.com">mma@leotek.com</a> to obtain an RMA number (Return Material Authorization). The information of product
  model and serial numbers, date of manufacture, and a detailed description of the reason for return is required.
- Clearly mark shipment container with RMA number.
- Include a return address and contact information with the shipment.
- · Proof of purchase may be required.
- RMA's are shipped via customer-paid postage to:
   Leotek Electronics USA LLC 1955 Lundy Ave., San Jose, CA 95131

#### The defects detailed below are not covered as part of this Warranty Statement:

- · Fair wear and tear
- Misuse
- Damage by mishandling or improper handling
- Damage by negligence, accidents, acts of God or nature, exposure to casualty of elements or unauthorized alteration/repair.
- Damage in transit
- Operation or storage outside of environmental specification
- · Operation outside permitted voltage/frequency range
- Lightning strike and transient voltages
- Failure to exercise the above RMA policy and procedures

Compatibility of Leotek products is highly dependent on environmental conditions and therefore, in abnormal conditions the purchaser must undertake a compatibility assessment of their relevant site prior to the installation of the Product. Purchaser shall also retain and present (on request), evidence of a compatibility assessment under actual operating conditions.

#### **Limitation of Liability**

Repair or replacement as set forth in this Warranty Statement is the sole and exclusive remedy under this Warranty Statement. Once Leotek has replaced or repaired defective products, Leotek shall have no further liability in respect to the defect in that particular product.

Except for the commitments outlined above, in no event shall Leotek be liable for installation, providing access to products (scaffolding, lifts, etc.), interruption of business loss, profits, direct, indirect, incidental, consequential damages, injury to person or damage to property from any cause whatsoever and Leotek hereby specifically disclaims all other warranty claims of any type; including without limitation, a warranty of merchantability of any unit or its fitness for any particular use or purpose. Information herein subject to change without notice.

#### LEOTEK Electronics USA LLC



1955 Lundy Ave., San Jose, CA 95131 P: 408.489.0605 rma@leotek.com

### WARRANTY STATEMENT for North America General Illumination Products

LEOTEK warrants our products to be free of defects in workmanship and/or material. This warranty includes all electrical and mechanical components including finish and gaskets. Failure of over 10% of the LEDs in the luminaire during the warranty period will constitute a luminaire "defect". In case of any defective product attributable to LEOTEK during the above mentioned warranty period, LEOTEK at its sole discretion will factory repair or replace such defective product within the terms and conditions listed in this Warranty Statement.

Leotek Electronics USA LLC ("Leotek) products sold and installed in North America are warranted for various lengths up to ten years (see below list for the warranty period by product series). Products purchased/installed outside of North America are not warranted.

The standard exterior finish on any LEOTEK luminaire covered by this Warranty Statement will only be considered defective if there is substantial deterioration in the form of blistering, cracking, peeling, or corrosion. During the warranty period some fading, color-changing, staining, or chalking may occur. This is normal aging, not a manufacturing defect, and is not covered by this Warranty Statement. For any luminaire installed within one mile of a saltwater coastline, LEOTEK's Coastal Finish (CF) option must be specified in order for the finish to be covered by this Warranty Statement.

In case of any warranty and technical assistance, please contact your local LEOTEK sales agent. Refer to <a href="www.leotek.com">www.leotek.com</a> for a list of agents. Technical assistance is available from our technical support department during the hours of 8:00 AM to 5:00 PM Pacific Standard Time (PST), Monday through Friday, excluding major US holidays. Please provide the Model Number of the product you are inquiring about.

#### Return Material Authorization (RMA) policy and procedures:

- Prior to returning any defective product for repair or replacement, you must contact LEOTEK post-sale support at <a href="ma@leotek.com">rma@leotek.com</a> to obtain an RMA number (Return Material Authorization). The information of product model and serial numbers, date of manufacture, and a detailed description of the reason for return is required.
- Clearly mark shipment container with RMA number.
- Include a return address and contact information with the shipment.
- Proof of purchase may be required.
- RMA's are shipped via customer-paid postage to:

#### **USA** and Canada

• LEOTEK Electronics USA LLC - 1955 Lundy Ave., San Jose, CA 95131

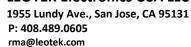
#### The defects detailed below are not covered as part of this Warranty Statement:

- Fair wear and tear
- Misuse
- Damage by mishandling or improper handling
- Damage by negligence, accidents, acts of God or nature, exposure to casualty of elements or unauthorized alteration/repair
- Damage in transit
- Operation or storage outside of environmental specification
- Operation outside permitted voltage/frequency range
- · Lightning strike and transient voltages
- Failure to exercise the above RMA policy and procedures

#### **Limitation of Liability**

Repair or replacement as set forth in this Warranty Statement is the sole and exclusive remedy under this Warranty Statement. Once LEOTEK has replaced or repaired defective products, LEOTEK shall have no further liability in respect to the defect in that particular product.

Except for the commitments outlined above, in no event shall LEOTEK be liable for installation, providing access to products (scaffolding, lifts, etc.), interruption of business loss, profits, direct, indirect, incidental, consequential damages, injury to person or damage to property from any cause whatsoever and LEOTEK hereby specifically disclaims all other warranty claims of any type; including without limitation, a warranty of merchantability of any unit or its fitness for any particular use or purpose. Information herein subject to change without notice.





#### The following products have a limited three-year warranty

BASE MODEL NUMBER	DESCRIPTION
BatteryPak	Optional Battery Pack for ES

#### The following products have a limited five-year warranty

BASE MODEL NUMBER	DESCRIPTION
ARCG	Arieta Comfort Guide
Motion Sensors	Optional Motion Sensors
PTC	Colonial Post Top
UTL	Safeguard Utility Light

#### The following products have a limited ten-year warranty

BASE MODEL NUMBER	DESCRIPTION
AR	Arieta Site & Area
CV	Comfort View Neighborhood Streetlight
EC	E-Cobra Street & Area Light
ES	Eseta Wall Sconce
GC	GreenCobra Streetlight
KC	KarbonCobra Streetlight
VT	VersaTEK Flood, Area, Off Road

If product not found above refer to the products specification sheet

### Industrial Product Warranty Information

#### Littelfuse Standard Limited Warranty - Industrial Products

Unless otherwise stated in product literature issued by Littelfuse, Littelfuse warrants to Buyer that the Industrial Products set forth below will conform with all pertinent specifications, including performance specifications, drawings, and approved samples, if furnished in writing, and will be free from defects in material and workmanship for the following period from the date of manufacture:

#### **Industrial Products:**

- Class J Fuse and Dc Disconnect Switches: Two (2) years
- Littelfuse Brand Fuses: One (1) year
- Littelfuse Brand Fuse Holders, Fuse Blocks & Distribution Blocks: One (1) year
- Industrial Shock Block SB6100 Series: One (1) year
- Industrial Shock Block SB5000 Series: Two (2) years
- LFCP Series Coordination Panels: One (1) year
- LPS Series Shunt Trip Disconnect Switches: One (1) year
- MPU, MPS, FPS, and FPU Industrial Relay Product series: Ten (10) years
- Surge Protective SPD2 and SPDN Series: Two (2) years
- All other Standard Industrial Relay Products: Five (5) years
- Custom and private labeled Industrial Relay Products: Eighteen (18) months

Third-party/pass-through Industrial Products: If applicable, any warranty will be as provided by the product's original manufacturer to the extent such is transferable by Littelfuse to Buyer.

Littelfuse's sole liability is limited, at its option, to repair or replace the product or to credit the purchase price of any product that is returned during its warranty period and proven to have a warranted defect. THIS WARRANTY CONSTITUTES LITTELFUSE'S SOLE LIABILITY HEREUNDER AND IS IN LIEU OF ANY OTHER WARRANTY EXPRESSED, IMPLIED, OR STATUTORY, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUPERSEDES ANY REPRESENTATION MADE BY ANY PERSON WHICH IS INCONSISTENT WITH OR EXPANDS THE TERMS SET FORTH INTHIS DOCUMENT. NO PERSON IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY WHATSOEVER.

Further Limits of Liability: IN NO EVENT SHALL LITTELFUSE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES WHATSOEVER RESULTING FROM THE PRODUCTS OR LITTELFUSE'S SALE OR SERVICING THEREOF, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, THE NEGLIGENCE OF LITTELFUSE OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Littelfuse shall not be liable for lost profits, lost revenue, loss of production or similar damages regardless of whether they are characterized as direct or consequential damages. Littelfuse's aggregate liability to Buyer shall not, in any event, exceed the purchase price actually paid by Buyer to Littelfuse for the product giving rise to a claim.



### Industrial Product Warranty Information

#### Littelfuse Standard Limited Warranty - Industrial Products

ALL PRODUCT INFORMATION FURNISHED BY LITTELFUSE IS BELIEVED TO BE ACCURATE AND RELIABLE. HOWEVER, BUYERS MUST INDEPENDENTLY EVALUATE THE SUITABILITY OF AND TEST EACH PRODUCT SELECTED FOR THEIR OWN APPLICATIONS. LITTELFUSE PRODUCTS ARE NOT DESIGNED FOR, AND SHALL NOT BE USED FOR, ANY PURPOSE (INCLUDING, WITHOUT LIMITATION, AUTOMOTIVE, MILITARY, AEROSPACE, MEDICAL, LIFESAVING, LIFE-SUSTAINING OR NUCLEAR FACILITY APPLICATIONS, DEVICES INTENDED FOR SURGICAL IMPLANT INTO THE BODY, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OR LACK OF DESIRED OPERATION OF THE PRODUCT MAY RESULT IN PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE) OTHER THAN THOSE EXPRESSLY SET FORTH IN APPLICABLE LITTELFUSE PRODUCT DOCUMENTATION. WARRANTIES GRANTED BY LITTELFUSE SHALL BE DEEMED VOID FOR PRODUCTS USED FOR ANY PURPOSE NOT EXPRESSLY SET FORTH IN APPLICABLE LITTELFUSE DOCUMENTATION. LITTELFUSE SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF PRODUCTS USED IN APPLICATIONS NOT EXPRESSLY INTENDED BY LITTELFUSE AS SET FORTH IN APPLICABLE LITTELFUSE DOCUMENTATION.

Any customer who purchases Littelfuse Industrial products directly from Littelfuse or an authorized Littelfuse distributor may contact the Littelfuse Technical Support department at 1-800-TEC-FUSE or for fuses TECHLINE@littelfuse.com or relays at relays@littelfuse.com to request an RMA (return material authorization). Issuance of an RMA number does not acknowledge goods as defective or under warranty by Littelfuse. Unauthorized returns will be refused.

Authorized returns must be shipped freight prepaid to the service location and are subject to inspection and testing prior to disposition. The assigned RMA number must be marked on the outside of the package. The point of contact for the assigned RMA will be notified of the warranty evaluation results and product disposition.



#### Milbank Manufacturing Co. | Terms & Conditions of Sale

**OFFER AND ACCEPTANCE:** Milbank Manufacturing Co. ("**Milbank**") offers to sell the equipment (the "**Equipment**") and any related services indicated to you ("**Buyer**") in strict accordance with the Terms and Conditions stated herein. Submittal of a purchase order or execution of this offer by Buyer, or allowing Milbank to deliver the Equipment, shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and Milbank. Any additional or differing Terms and Conditions contained on Buyer's purchase order or other communication in any form from Buyer (whether or not such terms materially alter this offer) are hereby rejected by Milbank and shall not become part of the contract between Buyer and Milbank unless expressly approved in writing by a duly authorized representative of Milbank. Any obligations of the parties set forth in a separate confidentiality or non-disclosure agreement executed by the parties shall remain in place and are not superseded by this contract.

**DISCOUNT SCHEDULE:** Consult local agent or Milbank's sales office for any applicable discounts.

**QUOTATIONS:** Quotations are subject to revision or re-quoting after 30 days from quote date. It is Buyer's responsibility to review all quotes thoroughly for compliance with bid requirements. Any required changes including, but not limited to, quantity, delivery date, product specification, or destination may result in price adjustment or the voiding of the quote. Any increases in raw material costs greater than 10% within the time frame from quotation until shipment may necessitate the re-pricing of the quotation at Milbank's discretion.

**PRICE:** Prices for the Equipment are subject to change without notice. Notwithstanding any applicable quotation, orders will be billed at the price in effect at time of shipment. Unless specifically provided for in the quotation, the prices for the sale and delivery of Equipment do not include any taxes, tariffs, duties, fees or governmental charges, including, but not limited to, IVA, value added, gross receipts, excise, sales and use taxes (collectively the "**Taxes**"), and Buyer agrees to pay any Taxes payable as a result of the sale and delivery of the Equipment. The foregoing shall not apply to taxes based upon Milbank's net income. If Milbank pays any Taxes for which Buyer is responsible hereunder, Buyer agrees to promptly reimburse Milbank the amount thereof.

MINIMUM ORDERS: Orders amounting to less than \$100 for the aggregate net purchase price will be automatically billed to Buyer at \$100 plus transportation charges. Non-stock items may be subject to a minimum order quantity or short run set-up charge – contact Milbank sales office for required quantities and applicable short run set-up charges.

**TRANSPORTATION CHARGES:** Unless otherwise stated by Milbank in its quote, all prices are F.O.B. shipping point with freight prepaid and allowed on all standard shipments for orders totaling \$1,850 net aggregate purchase price or greater, provided that all Equipment is shipped at one time to the same destination. For any orders having an aggregate net purchase price of less than \$1,850, all prices are F.O.B. shipping point with freight prepaid and charged. Milbank reserves the right to select the carrier, routing, shipping point, and method of shipment. Buyer will be billed for any non-standard additional delivery charges on prepaid and allowed shipments (such as lift gate, construction site, stop-off or residential delivery charges).

**FOR ALASKA AND HAWAII SHIPMENTS:** Shipments of qualifying orders to Alaska are freight prepaid and allowed to Seattle or Kent, Washington, and shipments of qualifying orders to Hawaii are freight prepaid and allowed to any continental west coast, U.S. port. Thereafter, Buyer is responsible for arranging and paying for all freight and related charges to the final destination.

**EXPORT SHIPMENTS:** All Equipment for export is ExWorks shipping point with freight prepaid and allowed on shipments totaling \$1,850 net aggregate purchase price or greater and will be domestic packed and palletized for shipment to any one continental U.S. port. For any orders having an aggregate net purchase price of less than \$1,850, all prices are ExWorks shipping point with freight prepaid and charged and will be domestic packed and palletized for shipment to any one continental U.S. port. Buyer is responsible for arranging and paying for all freight and related charges from such continental U.S. port to the final destination.

**TERMS OF PAYMENT:** Upon normal credit approval by Milbank, payment for any Equipment shipped hereunder shall be due in U.S. Dollars within thirty (30) days of the invoice date. Milbank reserves the right to add to any account outstanding more than thirty (30) days from the invoice date a charge of one and one-half percent (1 1/2%) per month on the total amount then outstanding. In the event of disapproval by Milbank for its normal credit terms, terms of payment will be established through mutual agreement of Buyer and Milbank. Further, in addition to Milbank's other remedies, delinquent accounts may be closed without notice and orders for Equipment (or any portion thereof) held until payment is received.

**DELIVERY:** Milbank is not responsible for delays in shipment or installation. Ship dates are approximate and based on factory conditions or such other relevant factors at the time the order is accepted. Milbank does not guarantee specific performance or accept responsibility for any liquidated damages, back charges or other losses or penalties that result from delayed delivery or installation, regardless of the cause. Legal title to the Equipment and all risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer shall be responsible for securing insurance against risk of loss or damage for the Equipment upon transfer of risk of loss.

**CANCELLATION:** An order once placed and accepted by Milbank can be cancelled **only with Milbank's written consent** and under terms which will reimburse Milbank for any loss, cost or expense attributable to the cancellation. Buyer acknowledges that any cancellation charges assessed in order to reimburse Milbank for its losses, costs and expenses are not to be construed as a penalty. Buyer shall remain liable for any orders cancelled and not consented to in writing by Milbank.



RETURN POLICY: Authorization must be obtained in writing from Milbank before returning any Equipment. A Milbank Returned Materials Authorization form must be completed in its entirety and sent to Milbank for approval to return any Equipment. All Equipment must be in their original carton and in standard package quantities for any authorized return. A minimum service charge of 25% of the net purchase price of the Equipment plus transportation charges will apply on all returned Equipment. An additional service charge equal to 25% of the net purchase price of the Equipment will apply on items returned after the one-year period following Milbank's shipment of the Equipment. No Equipment will be accepted for return after a two year period following shipment of the Equipment. Special order items and power generation products (i.e. generators, transfer switches and accessories) are nonreturnable unless otherwise agreed in writing by Milbank. Buyer agrees to inspect all Equipment within forty-eight (48) hours of delivery to determine if any such Equipment is damaged or if product is missing. If Buyer does not notify Milbank in writing within such forty-eight (48) hour period that any of the Equipment is damaged or product is missing, Buyer will be deemed to have accepted such Equipment as undamaged and complete, and Milbank shall have no obligation to repair or replace such Equipment and cost of replacement parts or missing product is the responsibility of the Buyer.

**CARTON QUANTITIES:** If the Equipment ordered is sold by Milbank in required carton quantities, Milbank reserves the right, without your consent, to increase the quantities of any item on your order to meet the nearest carton quantity unless your purchase order specifically states to the contrary.

**EMERGENCY STORM RESPONSE:** For emergency Equipment orders in the event of severe storms or other disasters, Milbank reserves the right to apply a service charge of up to 15% of the net purchase price of the Equipment as repayment of a portion of the additional costs incurred in order to meet emergency order requests, including, without limitation, material spot buys, expedited material deliveries, plant overtime, and transfer of production equipment to alternate facilities. **Any order placed for storm recovery or other disaster will be treated as a special order and will be non-returnable.** 

**INSTALLATION:** All installations must strictly comply with all national, state and local codes, industry standards, laws, regulations and applicable installation manual(s). In addition to such national, state and local codes standards, laws and regulations, many utilities have specific requirements for certain Equipment, including metering equipment. It is the Buyer's sole responsibility and obligation to consult the serving utility for their specifications and requirements prior to ordering or installing any Milbank Equipment. Installation of any Equipment may require local electrical inspector approval. All Milbank Equipment must be installed by a licensed electrician. Improper installation voids all warranties.

EXCLUSIVE WARRANTY; DISCLAIMER: If any Equipment manufactured by Milbank fails to work in accordance with the applicable product specifications due to defects in material or workmanship within one (1) year from the date Milbank shipped the Equipment to Buyer, such Equipment will be replaced or repaired at Milbank's sole option. Repair or replacement of Equipment determined by Milbank to be defective will be provided F.O.B. point of manufacture (with Buyer responsible for risk of loss during delivery). All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, Buyer or third party negligence or misuse, including, without limitation, misapplication or use beyond capacity, improper installation, modification, repair, storage or handling on Buyer or its agents' behalf, or any other cause not the fault of Milbank are not covered by this limited warranty, and shall be at Buyer's expense. This warranty does not include reimbursement for the expenses of installation, removal, handling, transportation or shipping costs, or any other expenses which may be incurred. For Equipment or component parts or parts thereof sold to Buyer by Milbank, but manufactured by other third parties, the above warranty shall not apply; rather, Milbank will extend to Buyer the same warranty it receives from the third party manufacturer, to the extent assignable to Buyer, and/or as applicable Buyer will have the benefit of any warranties provided by the third party manufacturer directly to Buyer as the end user of the Equipment. See the particular third party manufacturer's warranty for further details. The third party manufacturer's warranty may change from time to time. The exclusive warranty remedies provided to Buyer in this paragraph shall be contingent upon Buyer's payment in full to Milbank all amounts due for said Equipment. Milbank reserves the right to make changes to the specifications and features of any Equipment from time to time without notice to Buyer and may discontinue any Equipment at any time without notice or obligation. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY AND MILBANK MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER MATTER. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS AND SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS MILBANK IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS EXCLUSIVE WARRANTY. ANY SERVICES PROVIDED BY MILBANK RELATED TO THE EQUIPMENT ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTY.

LIMITATION OF LIABILITY: ALL CLAIMS, CAUSES OF ACTION OR LEGAL PROCEEDINGS AGAINST MILBANK ARISING FROM MILBANK'S SALE OF EQUIPMENT TO BUYER HEREUNDER OR USE OF THE EQUIPMENT MUST BE COMMENCED BY BUYER WITHIN THE EXPRESS WARRANTY PERIOD SPECIFIED UNDER THE WARRANTY PARAGRAPH ABOVE, WHICH PERIOD IS ONE (1) YEAR FROM THE DATE OF SHIPMENT OF THE EQUIPMENT TO BUYER. FAILURE TO COMMENCE ANY SUCH CLAIM, CAUSE OF ACTION OR LEGAL PROCEEDING WITHIN SUCH PERIOD SHALL CONSTITUTE A VOLUNTARY AND KNOWING WAIVER THEREOF BY BUYER. IN NO EVENT SHALL MILBANK'S LIABILITY FOR ANY DAMAGES EXCEED THE PAYMENTS RECEIVED BY MILBANK FROM BUYER FOR THE SPECIFIC EQUIPMENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, NOR SHALL MILBANK BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE LIMITATIONS ON DAMAGES IN THIS PARAGRAPH SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY (INCLUDING WARRANTY REMEDIES UNDER THE WARRANTY PARAGRAPH ABOVE), TORT OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF MILBANK'S SUPPLIERS, AGENTS AND SUBCONTRACTORS.



Milbank Terms & Conditions of Sale | Page 2 of 3

Revised: 2/2022

OWNERSHIP OF TECHNICAL DATA/INTELLECTUAL PROPERTY: Milbank is not granting Buyer any right, title or interest in its technical information (including, without limitation, drawings, photographs, specifications, operational data, prototypes, designs and bills of material) furnished by Milbank to Buyer pursuant to this Agreement or any of Milbank's intellectual property (including, without limitation, any of Milbank's intellectual property related to or incorporated into its Equipment). Buyer agrees to maintain any of Milbank's technical information and intellectual property in strict confidence, to not disclose such technical information or intellectual property to any third party and to not to use such technical information or intellectual property for any purpose other than in connection with the Equipment.

**EXCUSE OF PERFORMANCE:** Milbank shall not be liable for delays in performance or for non-performance due to acts of the Buyer, failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, flood, terrorism, armed conflict, civil unrest, labor trouble, labor disputes, labor unrest, disease, pandemic, quarantine, or health crisis, unavailability or limited supply of materials, components or labor, delays in transportation, unavoidable casualties, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, delays in receipt of duty-free or tax-free materials at port clearances, or other unforeseen circumstances or causes beyond Milbank's reasonable control. In the event of such delay, the time for performance shall be extended by a period of time reasonably necessary to overcome the effect of the delay. If Milbank determines that its ability to supply the total demand for the Equipment, or to obtain labor or material used directly or indirectly in the manufacture of the Equipment, is hindered, limited or made impracticable, Milbank may allocate its available supply of the Equipment, labor or materials (without obligation to acquire other supplies of any such Equipment, labor or material) among its customers on such basis as Milbank determines to be equitable without liability for any failure or performance which may result therefrom.

DISPUTES AND CHOICE OF LAW: The contract for sale of Equipment is formed and shall be construed, performed and enforced under the laws of the State of Missouri, without giving effect to any choice of law rules thereof. All claims, disputes, and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Kansas City, Missouri, unless another site is mutually agreed between the parties. In the event it becomes necessary for Milbank to incur any costs or expenses in the collection of monies due Milbank from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse Milbank for all such costs and expenses (including, but not limited to, reasonable attorney's fees, court costs, arbitration and expert fees).

**GENERAL PROVISIONS:** (a) The covenants, conditions and terms herein contained shall bind, and the benefits and advantages shall inure to, the permitted successors and assigns of the parties hereto. Notwithstanding the foregoing, Buyer shall not assign, directly or indirectly, its rights or obligations under the contract (which includes the purchase order and these Terms and Conditions) without Milbank's prior written consent. Any assignment in violation of the Terms and Conditions shall be void and have no effect. (b) In the event of any conflict between these Terms and Conditions and a purchase order or any other documentation, these Terms and Conditions shall govern and be controlling on the parties. (c) No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Terms and Conditions. (d) Any modification of these Terms and Conditions must be set forth in a written instrument signed by a duly authorized representative of Milbank. (e) If any provision of these Terms and Conditions shall be invalid or unenforceable to any extent, the remainder of the Terms and Conditions and the application of such provision to other circumstances, if applicable, shall not be affected thereby and shall be enforced to the greatest extent permitted by law. (f) The remedies expressly provided for in these Terms and Conditions shall be in addition to any other remedies that Milbank may have under the Uniform Commercial Code or other applicable law. (g) Milbank and Buyer acknowledge and agree that there are no intended third party beneficiaries.





#### **General Terms and Conditions of Sale**

MYERS POWER PRODUCTS, INC. is referred to herein as "Seller". The person, firm, or corporation to whom or which these Standard Terms and Conditions of Sale apply is called "Purchaser". The MYERS products covered by these terms are referred to herein as the "Products". These Standard Terms and Conditions of Sale are referred to herein as "Terms and Conditions" and shall remain in full force and effect unless superseded by "Special Terms and Conditions" as submitted by Myers Power Products.

- (1) TERMS OF OFFER (QUOTATION) This quotation constitutes an offer to sell according to the terms set forth herein. Unless otherwise indicated this offer shall remain open for thirty (30) days only from the date of this quotation, and shall be deemed accepted by the purchaser only upon receipt and acceptance by the seller of a purchase order from the purchaser. Acceptance of this offer by the purchaser is expressly limited to the terms hereof and in the event that the purchase order from the purchaser states terms additional to or different from those set forth herein, this offer shall be deemed a notice of objection to such additional or different terms and rejection thereof. Any acknowledgment sent by the seller to the purchaser subsequent to the seller's receipt of a purchase order from the purchaser shall not be deemed to be an acceptance by the seller of any offer by the purchaser, and shall not alter the Terms and Conditions of this offer.
- (2) PRICES AND TERM These products are sold F.O.B. point of shipment. If FOB destination required, add 2% to sell price.
- Published prices cover standard domestic packing only.
- Unless otherwise indicated, terms of payment are net thirty (30) days from date of shipment.
- Payments not made when due shall bear interest at 2% per month until payment is made.
- Minimum charge on any order is five hundred dollars (\$500.00) plus transportation costs.
- 5. When drawings for approval are required for any Product(s), the drawings applicable to those Products must be returned within 30 calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re- submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.
- 6. If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services shall be increased a minimum of 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.
- 7. A \$100 lift gate fee will be charged for each delivery requiring a lift gate.

Prices are subject to change without notice. Unless otherwise indicated seller reserves the right to invoice at prices in effect on date of shipment.

- (3) PAYMENTS Unless otherwise indicated, pro rata payments shall become due as shipments are made. If shipments are delayed by the purchaser, then payments shall become due on the date that the seller is prepared to make shipment. If the work to be performed hereunder is delayed by the purchaser, payments shall be made based on the purchase price and the percentage of completion. Equipment held for the purchaser shall be at the risk and expense of the purchaser. If the financial condition of the purchaser at any time does not, in the judgment of the seller, justify continuance of the work to be performed by the seller hereunder on the terms of payment as agreed upon, the seller may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges, and in the event of bankruptcy or insolvency of the purchaser or in the event any proceeding is brought against the purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges.
- (4) DELAYED PAYMENT If payments are not made in accordance with these terms, a service charge will without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 2% per month or fraction thereof or the highest legal rate on the unpaid balance. A grace period for the first month is 15 days.
- (5) FINANCIAL CONDITION OF BUYER If the financial condition of the Buyer at any time is such as to give the Seller, in its sole judgment, reasonable grounds for insecurity concerning Buyer's ability to perform its obligations under this Agreement, Seller may require full or partial payment in advance and suspend performance hereunder, until

such payment has been received. Failure to furnish such payment within ten (10) days of demand by Seller shall constitute a breach of this Agreement.

- (6) COLLECTION COSTS Buyer shall pay to Seller reasonable costs of collection of money due and unpaid, including reasonable attorney's fees.
- (7) TAXES The amount of any federal, state or municipal tax applicable to the product, which the seller shall be required to pay, either on its behalf or on behalf of the purchaser, shall be added to the prices contained herein and paid by the purchaser unless stated otherwise
- (8) DRAWING APPROVAL Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.
- (9) DELIVERY Delivery dates are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery, and are based on the prompt receipt of all necessary information from the purchaser and return of approval drawings within two (2) weeks after submittal when applicable. Furthermore, delivery dates are based on an assumed ration of acceptances. If this assumption should prove incorrect, the seller may have to allocate its production time and thereby adjust the delivery dates. Customer's failure to receive goods within a reasonable period of time may result in a price increase at the discretion of Seller.
- (10) PREPAID FREIGHT DELIVERY The method and route of all prepaid freight shipments are optional with the seller. Where the purchaser specifies that shipment be made other than the usual method and route of shipment, the additional expense will be borne by the purchaser.

If destination may be reached in part by boat shipment only, water shipment will be made at the purchaser's expense collect. In addition to the water shipping charges, cartage to the boat will be made at purchaser's expense. If shipment is accepted by the purchaser at one destination and re-forwarded by him, the re-forwarding is at the purchaser's expense. No allowance will be made for freight if purchaser accepts shipments at the factory or if collect shipments are requested.

- (11) TITLE AND INSURANCE Title to the product(s) and risk of loss or Damage shall pass to Purchaser at the F.O.B. point, except that a security interest in the product(s) and proceeds and any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Purchaser agrees to do all acts necessary to perfect and maintain said security interest, and to protect Seller's interest by adequately insuring the product(s) against loss or damage from any external cause with Seller named as insured or co-insured.
- FORCE MAJEURE The seller shall not be liable to the purchaser for any failure or delay in complying with the Terms and Conditions of this agreement if such failure or delay shall be due to any act of God, nature or the public enemy, accident, explosion, operation malfunction or interruption, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor disputes, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant), federal, state, or municipal legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain raw materials, supplies, equipment, fuel, power, labor or other operational necessities, interruption or curtailment of power of other energy or fuel supply or any other circumstances of a similar nature beyond the reasonable control of the seller. In this connection, the seller shall not be required to resolve labor disputes or disputes with supplier of raw materials, supplies, equipment, fuel or power, but may in accordance with its best interest do so. This section shall be cumulative with the provisions of the applicable section of the Uniform Commercial Code, or similar laws, enacted in the state described in the paragraph captioned "Governing Laws", relating to excuse of seller by reason of the failure of presupposed conditions.
- (13) CLAIMS FOR SHORTAGES OR SHIPPING DAMAGES Any material received damaged must be so noted on the delivery receipt by the delivering carrier at time of delivery and reported to the seller no later than seven (7) days after receipt of shipment. Concealed damage claims must be reported and confirmed in writing to the delivering carrier no later than ten (10) days from date shipment was originally received in accordance with ICC regulations. Claims for shortage material, in writing, must he made to the seller within twenty (20) days after receipt of shipment. For any claims under this Paragraph (13) for which the seller may be liable, the purchaser's exclusive remedy shall be the repair or replacement, F.O.B. factory, as the seller may elect, of such material and NO in and out charges are allowed.



#### **General Terms and Conditions of Sale**

(14) CONCEALED DAMAGE - Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage.

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered must:

- 1. Not move the Products from the point of examination.
- 2. Retain shipping container and packing material.
- Notify the carrier in writing of any apparent damage.
- 4. Notify Seller representative within 72 hours of delivery.
- 5. Send Seller a copy of the carrier's inspection report.
- (15) RETURN OF MATERIAL The seller's permission must be obtained in writing before any products are returned to it by the purchaser for any reason whatsoever. If products are returned without such permission, purchaser authorizes the seller, in addition to such other remedies as it may have, to hold the returned products at purchaser's sole risk and expense. When the purchaser requests authorization to return material for reasons of his own, the purchaser will be charged for placing the returned goods in salable condition, restocking charges and for any outgoing and incoming transportation paid by the seller.
- (16) STORAGE Any item of the product(s) on which manufacture or shipment is delayed by causes within Purchaser's control, or by causes which affect Purchaser's ability to receive the product(s), may be placed in storage for an agreed upon amount by Seller for Purchasers account and risk.
- (17) WARRANTY Seller warrants title to the product(s) and, except as noted below with respect to items not of Sellers manufacture, also warrants the product(s) on date of shipment to Purchaser, to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, AND CONSTITUTES THE ONLY WARRANTY OF SELLER WITH RESPECT TO THE PRODUCT(S).

If within one year from date of delivery Purchaser discovers that such Item was not as warranted above and promptly notifies Seller in writing thereof, Seller shall remedy such non conformance by, at Seller's option, adjustment or repair or replacement of the item and any affected part of the product(s). Purchaser shall assume all responsibility and expense for removal, re installation, and freight in connection with the foregoing remedies. The same obligations and conditions shall extend to replacement parts furnished by Seller hereunder. Seller shall have the right of disposal of parts replaced by it.

ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY SELLER IS NOT WARRANTED BY SELLER, and shall be covered only by the express warranty, if any, of the manufacturer thereof.

THIS STATES PURCHASER'S EXCLUSIVE REMEDY AGAINST SELLER AND ITS SUPPLIERS RELATING TO THE PRODUCT(S), WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING COST OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE. Seller and its suppliers shall have no obligation as to any product which has been improperly stored or handled, or which has not been operated or maintained according to instructions in Seller or supplier furnished manuals.

(18) WARRANTY FOR SERVICES - Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's equipment or with respect to any latent defects in the same. This warranty does not cover damage to Buyer's equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

Extended Warranties may be purchased prior to shipping for a fee. Fees for Extended Warranties are calculated on a project analysis basis but in no case shall be less than 3% per year for each year the warranty is extended up to a maximum of 5 years.

(19) CANCELLATIONS - Cancellations or modifications of an order by the purchaser will only be accepted by the seller in writing and on the basis that the seller will be paid for expenses incurred up to the time that the cancellation or modification is accepted by the seller. A minimum charge of

\$500.00 will be assessed. Unless otherwise provided, if there has been an accumulation of materials engineering or drafting, the cancellation will be based on actual costs incurred, plus a reasonable allowance for overhead and profit up to 100% of selling price.

- (20) LIQUIDATED DAMAGES Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office. Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future pandemic.
- (21) BACKCHARGES AND ALTERATIONS The seller will not be responsible for any back charges to correct any possible manufacturing error, or any modifications to meet existing conditions or for any reason whatsoever unless authorized by the seller in writing. Any field problem should be reported to MYERS POWER PRODUCTS.
- (22) LIMITATION OF LIABILITY The purchaser's exclusive remedy on any claim of any kind for any loss or damage arising out of, connected with, or resulting from this contract, or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, or repair or use of any products covered by or furnished under the contract, including but not limited to any claim of negligence or other tortious breach, shall be the repair or replacement, F.O.B. factory, as the seller may elect, or the product or part thereof giving rise to such claim, except that the seller's liability for such repair or replacement shall in no event exceed the contract price allocable to the products or part thereof which gives arise to the claim. THE SELLER SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- (23) GENERAL Any assignment of the order, or any rights hereunder, by the purchaser without written consent of the seller shall be void. The provisions of any contract resulting from the order are for the benefit of the parties thereto and not for any other person. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a duly authorized representative of the seller. ANY PURCHASE ORDER PURSUANT TO THE ACCOMPANYING QUOTATION SHALL BE SUBJECT TO THE APPROVAL OF SELLER'S CREDIT DEPARTMENT AND SHALL NOT RESULT IN A CONTRACT UNTIL IT IS ACCEPTED AND ACKNOWLEDGED BY SELLER'S FACILITY.
- (24) AUTHORITY OF SELLER'S AGENTS No agent, employee or representative of the seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Agreement, and unless the affirmation, representation, or warranty made by an agent employee or representative is specifically included herein, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
- (25) PROPRIETARY RIGHTS The sale of the goods hereunder to Buyer shall in no way be deemed to confer upon Buyer any right, interest or license in any patents or patent applications Seller may have covering the goods by Seller retains for itself all proprietary rights in and to all designs, engineering details and other data and materials pertaining to any goods supplied Seller and to all discoveries, inventions, patents, and other proprietary rights arising out of the work done in connection with the goods or with any and all products developed as a result thereof, including the sole right to manufacture any and all such products. Buyer warrants that he will not divulge, disclose, or in any way make use of such information (as built drawings, software and design information), and that it will not manufacture or engage to have manufactured such products.
- (26) GOVERNING LAW Any contract formed pursuant to this quotation shall be governed by and construed in accordance with the laws of the State of California.
- (27) These Terms & Conditions shall remain in full force and effect and shall be deemed as accepted upon receipt of Purchase Order from Purchaser unless superseded by a modified T&C, specified and agreed in writing by an Officer of the Company of both Purchaser and Seller.



#### **Cancellation Policy**

An order may be canceled by the purchaser only upon the written notice and upon payment to the company of reasonable and proper cancellation charges. The expenses to be covered by these charges would include an unrecoverable cost incurred by the company. In addition, a one-time charge will be made to compensate for lost profits, disruptions in schedules, planned production and other indirect costs. It is recognized that it is impossible to determine exactly these indirect costs. As such, it is agreed that the one-time charge is acceptable and proper. Total cancellation charges will be calculated as follows:

#### **Order Entry:**

After receipt of an order at the factory and order processing, but prior to the start of engineering, there will be a one-time 5 percent charge, with a minimum of \$1,000.00 for any one order.

#### Release for Engineering:

After an order has been released for engineering, there will be a one-time 10 percent charge for cancellation plus any actual costs incurred including vendor cancellation charges, engineering labor expended plus costs associated with engineering overhead, selling, general and administrative expenses.

#### Release for Manufacture:

After an order has been released for manufacture and scheduled for production, there will be a one-time 10 percent charge for cancellation plus any actual costs incurred including, but not limited to, vendor cancellation charges, all materials received or expended, shop and engineering labor plus costs associated with manufacturing and engineering overhead, selling, general and administrative expenses.

#### Cancellation within 61-90 days of scheduled completion:

Cancellation charge will be a minimum of 50 percent of the contract value.

#### Cancellation within 31-60 days of scheduled completion:

Cancellation charge will be a minimum of 75 percent of the contract value.

#### Cancellation within 30 days of scheduled completion:

Cancellation charge will be 100 percent of the contract value.

In addition to the above charges, a reasonable profit of 10 percent will be allowed and payable against all identified costs incurred by the time of cancellation. Cancellation costs will be due and payable within 30 days of submittal of a proper invoice for such costs. Any amount not paid within 30 days will be subject to late charges of 1 ½ percent per month for each fraction of a month that payment is received late at MPP.



#### **Standard Terms & Conditions**

#### These terms and conditions are effective from November 11, 2021

#### 1. APPLICABILITY

These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, "Contract"). With the exception of the Terms & Conditions contained in any Application for Business Credit, the Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations, and warranties. The Contract prevails over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer may have submitted a purchase order or contract.

#### 2. PAYMENT

Seller's agreement to perform any work hereunder is conditioned upon Buyer's satisfaction of Seller's credit terms, as determined in Seller's sole discretion. Payment terms are net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Buyer's failure to make all payments due under this Contract in a timely manner.

#### 3. TAXES

Buyer is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Buyer agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.

#### 4. SUSPENSION; TERMINATION

In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

#### 5. SHIPMENT; DELIVERY CONDITIONS

Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer Contracts delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are

based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Buyer also agrees to provide a safe, suitable work area for Seller and its employees.

#### 6. TITLE AND RISK OF LOSS

Title and risk of loss passes to Buyer at the time any materials are loaded into Buyer's, or Buyer's agents', vehicles, barges, or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.

#### 7. WARRANTY

Unless otherwise agreed to in writing by both parties, Seller warrants only that, for a period of one (1) year from shipment, Seller's products or materials sold hereunder shall be free from material defects in workmanship. Any failure by Buyer to timely pay any or all amounts due hereundershall automatically void this express warranty made by Seller. No agent, employee or representative of Seller has authority to bind Seller to any affirmation, representation or warranty concerning any products or materials sold to Purchaser, unless and until said affirmation, representation or warranty is expressed in writing and signed by an authorized Seller representative. The description of the goods contained herein is the sole basis for Seller's warranty, and no statements or representations other than those embodied herein have been made or relied upon. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DOES NOT MAKE AND SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY IMPLIED INDEMNITIES. Buyer shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes.

#### **8. TIME**

Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Buyer of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, pandemic, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

#### 9. MODIFICATION

No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.

#### 10. NO WAIVER

The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.

#### 11. DAMAGES

Seller's liability for any damages related to this Contract shall be limited to (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Buyer. **IN** 

NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT. It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions

#### 12. **INDEMNITY**

To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; or (ii) any act or omission by or on behalf of Buyer, its employees, contractors and/or agents.

#### 13. APPLICABLE LAW

This Contract, and the rights, duties, obligations, and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located, except in Canada where the laws of the Province of Quebec shall apply.

#### 14. WORK CONDITIONS

If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Buyer's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

#### 15. INSPECTION

Seller shall provide materials which comply with the approved submittals and the materials are subject to industry tolerances. Buyer shall inspect all materials prior to installing the materials in order to confirm that the materials comply with Buyer's specifications.

#### **16. SAFETY**

Safety Data Sheets and product information are available at Seller's office and Seller's website. Buyer agrees to notify all persons handling or using the materials of the warnings contained in the Safety Data Sheets, labels, literature, and packaging relating to the materials.

#### 17. STORAGE

Unless otherwise agreed to in writing, Buyer shall take delivery of all materials within 30 calendar days of being notified that the materials are ready for delivery. A storage fee of \$50.00 per day shall be charged for any materials left at Seller's facility for more than 30 calendar days. Seller shall have the right to dispose of any materials left at Seller's facility for more than 180 calendar days.

#### 18. MANDATORY BINDING ARBITRATION

EXCEPT IN CANADA, ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. IN CANADA, THE PARTIES IRREVOCABLY ATTORN TO THE JURISDICTION OF THE COURTS OF QUEBEC, DISTRICT OF MONTREAL.

#### PELCO WARRANTY CERTIFICATION

Pelco will repair or replace any merchandise proved defective in material or quality with varying time durations depending on the individual product and type. The warranty period starts when the product is shipped (invoiced).

#### A. PELCO LIMITED WARRANTY

Table 1: Hardware Warranty (Three Month Period)	WARRANTY PERIOD	ADVANCED REPLACEMENT	EXTENDED WARRANTY
Factory Refurbished Products	Three Months	No	No
Parts Sold Separately	Three Months	No	No
Special Modification Request (SMR) products*	Three Months	No	No

<sup>\*</sup>Products produced under Special Modification Request (SMR) carries the warranty of the standard product upon which the SMR product is based with the following exceptions: SMR dark paint colors on outdoor or Custom Match products have a 3-month warranty. Other SMR exemptions would be modifications that includes any electronics or change to the thermal performance of the item have a 3-month warranty.

Back Boxes	One Year	No	No*	
Hard Drives (purchased separately)	One Year	No	No	
Hard Drives (purchased with system)	System Warranty	No	System Warranty	
Hard Drive Trays	One Year	No	No	
Keyboards	One Year	No	No	
L6Q Quick Deploy LPR Camera	One Year	No	Yes	
Lenses	One Year	No	No	
Lower Domes	One Year	No	No*	
Mice	One Year	No	No	
Monitors	One Year	No	No	
Power Supplies	One Year	No	No	

Accessories that ship with a camera follow the camera's hardware warranty terms. Replacement accessories purchased separately are subject to a one-year warranty. For example, lower domes and back boxes with cameras come with camera's 3-year warranty, however, sold separately, one-year warranty applies. Extended warranty doesn't apply for lower domes or back boxes, with the exception of the Spectra 7 Extended Warranty with up to 36 months.

Table 3: Hardware Warranty (Three-Year Period)	WARRANTY PERIOD	ADVANCED REPLACEMENT	EXTENDED WARRANTY
Esprit Enhanced PTZ Cameras	Three Years	No	Yes - to 5 years
ExSite Cameras	Three Years	No	Yes - to 5 years
Esprit Anti-Corrosion PTZ Camera	Three Years	No	Yes - to 5 years
Encoders, Housings/Enclosures, Mounts and Transmission products	Three Years	No	No
Optera Panoramic Camera	Three Years	No	Yes - to 5 years
Sarix Enhanced (1,2,3) Cameras	Three Years	Yes	Yes - to 5 years
Sarix Professional (1,2,3) Cameras	Three Years	Yes	Yes - to 5 years
Spectra Pro	Three Years	No	Yes - to 5 years

Spectra Pro IR Lookup	Three Years	No	Yes - to 5 years
VideoXpert Decoders	Three Years	No	No
VideoXpert Enterprise Servers	Three Years	No	No
VideoXpert Professional (Pro) Servers and Storage	Three Years	No	Yes - to 5 years
VideoXpert Workstations	Three Years	No	Yes - to 5 years
Esprit Enhanced PTZ Cameras	Three Years	No	Yes - to 5 years
ExSite Cameras	Three Years	No	Yes - to 5 years

Table 4: Hardware Warranty (Five-Year Period)	WARRANTY PERIOD	ADVANCED REPLACEMENT	EXTENDED WARRANTY
Esprit Compact	Five Years	Yes	No
Halo 3	Five Years	Yes	Yes - up to 10 years
Sarix Fisheye 3 Series	Five Years	Yes	No
Sarix Corner 3 Series	Five Years	Yes	No
Sarix Enhanced 4 Series	Five Years	Yes	No
Sarix Enhanced 4P Series	Five Years	Yes	No
Sarix Enhanced Duo	Five Years	Yes	No
Sarix Modular	Five Years	Yes	No
Sarix Multi Enhanced	Five Years	Yes	No
Sarix Multi Pro	Five Years	Yes	No
Sarix Pro 4 Series	Five Years	Yes	No
Sarix Value 2 Series	Five Years	Yes	No
Sarix Thermal Enhanced 4 Series	Five Years	Yes	No
Spectra Enhanced 7 IR lookup Cameras	Five Years	No	No
Spectra Enhanced 8 Series	Five Years	No	No

#### **NOTES ON PRODUCT WARRANTY**

These are the current Pelco Warranty terms for new product sales and do not affect the warranty duration for products previously sold. To view or confirm specific product warranties, please visit the Pelco Warranty Status and View Repair History site. To ensure the best experience when using Pelco products, please protect your system. It is highly recommended that users install compatible safety devices such as an uninterruptible power supply (UPS) or electrical surge protection device to protect against potential power surges.

Product damages that occur during transportation or due to storage are excluded from this warranty. Product storage and non-operating guidance are published in SpecSheets (specification sheets). Product damages due to exposure to fire, water, snow, moisture, liquid ingress or sand (except for any such exposure to environmental conditions that the product was specifically designed to withstand as indicated in the applicable specifications for the product) are excluded from this warranty.

Product damages due to installation in a corrosive environment including, for example, an environment in which the product is exposed to acid rain, hydrogen sulfide or excessive salt in the air (except for any such exposure to

environmental conditions that the product was specifically designed to withstand as indicated in the applicable specifications for the product) are excluded from the warranty.

There are no explicit warranties for software including video management system (VMS), integrations, analytics, and camera firmware software which are covered under support, patch, and software upgrade plan policies.

Warranty for professional service work is stated in individual signed agreements and is limited to the terms and duration of the specific agreement.

#### **EXTENDED WARRANTY**

The product warranty can extend up to five years total for cameras, mounts, accessories, and enclosures. Warranties can also be extended for VideoXpert servers and storage for up to five years. Direct customers may purchase extended warranties within 60 days of product shipment. Some exclusions apply to non-paint special modification requests (SMR) products.

#### **B. WARRANTY LIMITATIONS AND DISCLAIMERS**

This Contractual Warranty Is The Sole And Exclusive Warranty Provided By Pelco In Connection With Your Pelco Product. It Is, Where Permitted By Law, In Lieu Of All Other Warranties, Conditions, Guarantees, Representations, Obligations And Liabilities, Express Or Implied, Statutory Or Otherwise In Connection With The Product, However Arising (Whether By Contract, Tort, Negligence, Principles Of Manufacturer's Liability, Operation Of Law, Conduct, Statement Or Otherwise), Including Without Restriction Any Implied Warranty Or Condition Of Quality, Merchantability, Merchantable Quality, Or Fitness For A Particular Purpose.

Any Implied Warranty Or Condition Of Merchantability, Merchantable Quality Or Fitness For A Particular Purpose To The Extent Required Under Applicable Law To Apply To The Product Shall Be Limited In Duration To The Period Stipulated Under This Contractual Warranty.

#### C. LIMITATION OF LIABILITY

Where Applicable Law Allows And Does Not Prohibit Or Restrict Such Limitation, Pelco's Liability For Anything Relating To This Product Shall Be Limited To The Price Paid For The Product. To The Maximum Extent Allowed By Applicable Law, In No Event Will Pelco Be Liable For: (A) Any Special, Indirect, Incidental Or Consequential Damages, Including Lost Profits, Lost Revenues, Failure To Realize Expected Savings, Or Other Commercial Or Economic Losses Of Any Kind, Even If Pelco Has Been Advised, Or Had Reason To Know, Of The Possibility Of Such Damage; And/Or (B) Any Damage Or Injury Arising From Or As A Result Of Misuse Or Abuse, Or The Incorrect Installation, Integration Or Operation Of The Product By Persons Not Authorized By Pelco.

#### **Exclusions And Clarifications**

The Contractual And/Or Statutory Warranty Obligation Of The Product Seller And Your Corresponding Statutory Warranty Rights, Which May Not Lawfully Be Excluded Or Limited, Are Not Affected By This Contractual Warranty. Furthermore, Should This Contractual Warranty Violate Any National, State, Provincial Or Other Governmental Statutory Rights Which May Not Lawfully Be Excluded Or Limited And Which Grant You Any Rights In Addition To The Contractual Warranty, Then Such Statutory Rights Shall Not Be Affected By The Provisions Of This Contractual Warranty.

If This Product Is A Consumer Product, The Applicable Law Might Not Allow An Exclusion Of Implied Warranties And/Or May Extend Additional Benefits Or Protection To You. To The Extent You Are Entitled To Implied Warranties Or Additional Benefits Or Protection Under Applicable Law, Such Are Limited (To The Maximum Extent Allowed By Applicable Law) To The Duration Of This Contractual Warranty. Some States, Provinces And Jurisdictions Do Not Allow Limitations Or Exclusions On Implied Warranties Or On The Duration Of An Implied Warranty Or On The Limitation Or Exclusion Of Incidental Or Consequential Damages, So The Above Limitation(S) Or Exclusion(S) May Not Apply To You. This Contractual Warranty Gives You Specific Legal Rights. You May Have Other Rights, Which May Vary From State To State, Province To Province Or Jurisdiction To Jurisdiction.

#### D. PELCO PRODUCT RETURN, REPAIR AND REPLACEMENT POLICY

In the case of logistic, technical, or commercial claims, please contact Pelco at +1 (800) 289-9100 or +1 (559) 292-1981. All claims must be accompanied by the RMA number, which must be clearly displayed on the outside of the box. Non-compliance to this policy will result in shipment returned to sender.

Products must be returned within 30 days of RMA issuance. The goods must be free of apparent damage due to rough and/or improper handling. Failure to comply can result in the product being returned to the sender, or a restocking fee may be applied. A credit will only be issued after Pelco receives and evaluates the outcome.

Should a technical failure occur (Failed after Install or Dead on Arrival), Pelco will replace the product within three months of the invoice at no charge, once Dead on Arrival or Failed After A Pelco Authorized Service Center confirms install status. The customer is responsible for inbound freight to Pelco in such instances. Pelco reserves the right to ship service/refurbished stock as replacements for defective material.

All merchandise returned outside of the technical failure policy will be processed as a repair only. Goods returned for repair should be clearly identified with the assigned RMA number, and freight should be prepaid. The repaired product will be sent back to the customer with freight paid by Pelco.

#### **ADVANCED REPLACEMENTS**

Pelco may, at its discretion, replace any product in advance that is possibly defective, as long as such product is within-warranty (i.e. replacement may be completed prior to the product being physically returned to or inspected by Pelco). Once Pelco receives the product, Pelco will conduct a physical assessment of the product and provide confirmation of the return status.

If an advance replacement product is shipped to the Returning Party prior to the Returning Party's shipment of the original product to Pelco, and Pelco does not receive the original product from the Returning Party within 30 days of shipping the advance replacement product, the Returning Party will be invoiced for the full price of the advance replacement product at the Returning Party's standard contracted price.

If the returned product is determined by Pelco, at its discretion, to:

i. have no faults or defects, the Returning Party will be invoiced for 40% of the standard contracted price for the advance replacement product (if an advanced replacement product has already been shipped); or

ii. be defective or damaged in a manner that is not covered by the Pelco Limited Warranty, the Returning Party will be invoiced for up to a maximum of 50% of the current MSRP price for the advance replacement product (if an advanced replacement product has already been shipped).

In either case above, the original product will not be returned by Pelco to the Returning Party.

For any advance replacement product, the balance of the warranty of the original product will continue to apply.

Notwithstanding the foregoing, and for greater certainty, Pelco Explosion Protected Cameras and related accessories do not qualify for advance replacement, and Pelco will not process replacements until Pelco has received such products and made the appropriate assessments.

#### E. PRODUCT LICENSING

All software licenses for VideoXpert, Digital Sentry, and Endura systems may be transferred to a new physical (or virtual "VM") system a maximum of one (1) time to allow a customer to replace aging or failing hardware. Any exception to this rule is at the sole discretion of Pelco Technical Support for the purpose of a catastrophic system failure only. Any abuse is strictly prohibited and may result in the suspension of your account or support services.

Updated: 1/29/2025



# UTILITY CATALOG Electrical

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Metering a		

## **POLARIS**®

#### **ABOUT US**

Polaris Connectors began manufacturing electrical connectors in 1985 with only 10 employees. The name "Polaris" was adopted from the Polaris submarine, which was a pioneer in the US Navy's technological innovation. Polaris is now well known among those in the electrical industry for its innovation, unique design and high quality electrical connectors.



#### Our capabilities include:

- Complete Engineering and Design
- Certified client test data facility to perform UL and CSA requirements, to ensure our connectors adhere to all standards.
- Dip tanks to insulate virtually any customer connector design.

Polaris is continually improving and developing new products to service our customer needs. Our standard product offering works well for most customer applications, but if your need requires a custom connector; we want to be the one you contact first.



#### Solutions for the Utility Market

Since 2005 Polaris has been manufacturing electrical connectors for the utility industry. We have grown significantly since our entrance into the utility market. We now have representation throughout the United States and continue to grow in each market. We offer a variety of different connectors for underground and overhead applications, and are constantly looking for new ways to service our customers through improved designs, quality, and service. If your application calls for a custom design, we can help.

Our production facility in Odessa, Florida employs the latest in copper and aluminum manufacturing and production technology, with all products conforming to the highest standards of internationally recognized quality. We have the capacity, experience, and engineering expertise to manufacture and test any custom connector you may require.



## UTILITY CATALOG Electrical

**MINIMUM ORDER VALUE: \$300.00** 

#### **PRICES**

Price discrepancies will be communicated for clarification and approval prior to order entry.

#### TRANSPORTATION TERMS

Freight allowed on orders over \$3,000.00 unless otherwise agreed upon in writing.

Customer responsible for all expedited shipping charges.

F.O.B. shipping point.

#### **TAXES**

Polaris prices do not include any taxes, import or export duties, tariffs or customs charges. Polaris reserves the right to add to the sales price any applicable sales tax, tariff, duties or customs charges imposed by law on the sale of our products.

#### **PAYMENT TERMS**

Net 30 Days. No cash discounts.

#### **CLAIMS AND ERRORS**

Claims for shortages, erroneous charges or price corrections must be presented within 30 days of date of invoice or they cannot be allowed. Carriers are responsible for goods lost or damaged in transit.

#### **CANCELLATIONS**

Orders placed cannot be cancelled or deliveries extended without the written consent of Polaris, and upon terms which will indemnify Polaris against all losses. On orders for special items, Polaris reserves the right to invoice cancellation charges for material.

#### **RETURNED GOODS**

All Polaris connectors are subject to rigid inspection before shipment. Imperfect material which might occasionally occur in a production run will be replaced. An RMA must be issued for any materials to be returned and must accompany the materials when returned.

#### **WARRANTIES**

Polaris Guarantees all products to be free of defects in material and workmanship at the date of sale. Our obligation under this warranty is limited to the replacement of any product proved to be defective within 6 months from the date of delivery.

#### **GOVERNING LAW**

This contract shall be governed by and construed in accordance with the laws of the State of Florida. Polaris products are manufactured under the best quality control standards utilized by our industry. Generally, products are subjected to tests recognized by the National Electrical Manufacturers Association (NEMA), American National Standards Institute (ANSI), Underwriters Laboratories (U/L), Canadian Standards Association (CSA) and/or other governing bodies as applicable under the specific circumstances.



#### Utility - Three Phase Transformer Connectors for Underground Use

#### **PTLM - Medium Duty Transformer Lugs**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Range taking design reduces inventory
- \* Rated for 600 volts



	Mounting	Number of	Din	ns, Inches Wire Pane	Wire Range	
Catalog Number	Holes	Ports	W	н	L	KCMIL
PTLM250-P	2	1	0.88			
PTLM250-42P	4	2	2.88	1.02	3.88	250 - #10
PTLM250-43P	4	3	2.88	1.02	3.00	250 - #10
PTLM250-64P	6	4	4.63			
PTLM350-P	2	1	1.00		4.25	350 - #10
PTLM350-42P	4	2	2.88			
PTLM350-43P	4	3	3.12	1.13		
PTLM350-64P	6	4	4.63			
PTLM350-86P	8	6	6.25			
PTLM500-P	2	1	1.25			
PTLM500-42P	4	2	2.88		1.56 4.31	500 "10
PTLM500-43P	4	3	3.50	1.56		
PTLM500-64P	6	4	4.63			500 - #10
PTLM500-86P	8	6	6.88			
PTLM500-108P	10	8	9.13			

OPTIONS:

A - Anodized set screws

T - Tin plated

For omission of oxide inhibitor delete suffix "P"

Covers available

Example: PTLM500-64AP **Anodized Screws** 



#### Utility - Three Phase Transformer Connectors for Underground Use

#### PTLH - Heavy Duty Transformer Lugs

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 volts
- \* Mounting holes at standard NEMA 1.75" spacing



	Mounting	Number of	Dir	Wire Range			
Catalog Number	Holes	Ports	W	н	L	KCMIL	
PTLH350-P	2	1	1.00				
PTLH350-42P	4	2	2.75	]			
PTLH350-43P	4	3	3.12	1.50	5.50	350 - #10	
PTLH350-64P	6	4	4.50	1.50	5.50	350 - #10	
PTLH350-86P	8	6	6.25				
PTLH350-108P	10	8	8.25				
PTLH500-P	2	1	1.25		1.50 5.50	500 - #10	
PTLH500-42P	4	2	2.75	]			
PTLH500-43P	4	3	3.50	1.50			
PTLH500-64P	6	4	4.63	1.50	5.50		
PTLH500-86P	8	6	6.88	]			
PTLH500-108P	10	8	9.13				
PTLH600-P	2	1	1.38				
PTLH600-42P	4	2	2.88	1.50	1.50	5.50	600 #6
PTLH600-43P	4	3	3.88		5.50	600 - #6	
PTLH600-64P	6	4	5.13				

Continued on next page

OPTIONS:

A - Anodized set screws

T - Tin plated

For omission of oxide inh bitor delete suffix "P"

Covers available

Example: PTLH500-64AP

Anodized Screws

## **POLARIS**®

#### Utility - Three Phase Transformer Connectors for Underground Use

#### PTLH - Heavy Duty Transformer Lugs

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 volts
- \* Mounting holes at standard NEMA 1.75" spacing



	Mounting	Number of	Dir	Wire Range		
Catalog Number	Holes	Ports	W	н	L	KCMIL
PTLH600-86P	8	6	7.63	1.50	5.50	600 - #6
PTLH600-128P	12	8	10.13	1.50	5.50	600 - #6
PTLH750-P	2	1	1.44			
PTLH750-42P	4	2	2.75			
PTLH750-43P	4	3	4.06	1.81	6.19	750 - 1/0
PTLH750-64P	6	4	5.37			
PTLH750-84P	8	4	6.25			
PTLH750-106P	10	6	8.00			
PTLH750-128P	12	8	10.40			
PTLH1000-P	2	1	1.63			
PTLH1000-42P	4	2	3.25		1.01	
PTLH1000-43P	4	3	4.75	1.81		1000 - 1/0
PTLH1000-84P	8	4	6.25		6.19	1000 - 1/0
PTLH1000-126P	12	6	9.88			
PTLH1000-148P	14	8	12.25			

OPTIONS:

A - Anodized set screws

T - Tin Plated

For omission of oxide inh bitor delete suffix "P"

Covers available

Example: PTLH500-64AP

Anodized Screws



#### Utility - Three Phase Transformer Connectors for Underground Use

#### PTLIH - Heavy Duty Transformer Lugs (Lay-In Connector)

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors

\* Meets or exceeds ANSI C119.4 class A specifications

\* Range taking design reduces inventory

\* Rated for 600 volts

\* Mounting holes at standard NEMA 1.75" spacing



	Mounting	Number of	Din	Wire Range		
Catalog Number	Holes	Ports	w	н	L	KCMIL
PTLIH600-P	2	1	1.68		5.50	600 - #2
PTLIH600-42P	4	2	3.15	1.69		
PTLIH600-63P	6	3	4.63			
PTLIH600-84P	8	4	6.38			
PTLIH600-106P	10	6	8.75			
PTLIH600-148P	14	8	11.63			
PTLIH750-P	2	1	1.75	1.81	6.19	750 - 1/0
PTLIH750-42P	4	2	3.25			
PTLIH750-63P	6	3	4.75			
PTLIH750-84P	8	4	6.25			
PTLIH750-106P	10	6	9.25			
PTLIH750-148P	14	8	12.25			
PTLIH1000-P	2	1	2.00	1.81	6.19	1000 - 1/0
PTLIH1000-42P	4	2	3.63			
PTLIH1000-63P	6	3	5.31			
PTLIH1000-84P	8	4	7.00			
PTLIH1000-126P	12	6	10.38			
PTLIH1000-168P	16	8	13.75			

OPTIONS:

A - Anodized set screws

T - Tin plated

For omission of oxide inh bitor delete suffix "P"

Covers available

Example: PTLIH750-106AP

Anodized Screws

## **POLARIS**®

#### Utility - Three Phase Transformer Connectors for Underground Use

#### PTLHK - Heavy Duty Transformer Lugs (Stacked Space Saving Connector)

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 volts
- \* Mounting holes at standard NEMA 1.75" spacing



	Mounting	Number of	Din	Wire Range		
Catalog Number	Holes	Ports	w	н	L	KCMIL
PTLHK750-22P	2	2	1.44			
PTLHK750-44P	4	4	2.75			
PTLHK750-66P	6	6	4.75			
PTLHK750-88P	8	8	6.50	4.00	8.63	750 - 1/0
PTLHK750-1010P	10	10	8.00			
PTLHK750-1012P	10	12	8.00			
PTLHK750-1416P	14	16	11.50			
PTLHK1000-22P	2	2	1.75			
PTLHK1000-44P	4	4	3.25			
PTLHK1000-66P	6	6	4.75			
PTLHK1000-88P	8	8	6.50	4.00	8.63	1000 - 1/0
PTLHK1000-1010P	10	10	8.13			
PTLHK1000-1212P	12	12	9.75			
PTLHK1000-1416P	14	16	12.25			

OPTIONS:

A - Anodized set screws

T - Tin plated

For omission of oxide inh bitor delete suffix "P"

Covers available

Example:
PTLHK750-88AP
Anodized Screws

## ELECTRICAL Connectors Cont.

### Utility - Three Phase Transformer Connectors for Underground Use

### PTLIHS - Heavy Duty Transformer Lugs (Stacked Lay-In Connector)

\* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance

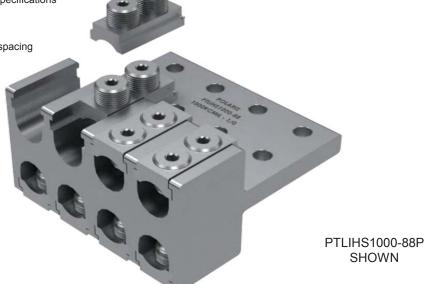
\* Dual rated for copper or aluminum conductors

\* Meets or exceeds ANSI C119.4 class A specifications

\* Range taking design reduces inventory

\* Rated for 600 volts

\* Mounting holes at standard NEMA 1.75" spacing



	Mounting	Number of	Number of Dimensions, Inches				
Catalog Number	Holes	Ports	W	н	L	Wire Range KCMIL	
PTLIHS750-22P	2	2	1.75				
PTLIHS750-44P	4	4	3.25				
PTLIHS750-66P	6	6	4.75				
PTLIHS750-88P	8	8	6.25	4.00	6.75	750 - 1/0	
PTLIHS750-1010P	10	10	8.00	]			
PTLIHS750-1212P	12	12	9.75				
PTLIHS750-1616P	16	16	13.50	]			
PTLIHS1000-22P	2	2	2.00				
PTLIHS1000-44P	4	4	3.63				
PTLIHS1000-66P	6	6	5.31				
PTLIHS1000-88P	8	8	7.00	4.00	6.75	1000 - 1/0	
PTLIHS1000-1010P	10	10	8.69	]			
PTLIHS1000-1212P	12	12	10.38				
PTLIHS1000-1616P	16	16	13.75				

OPTIONS:

A - Anodized set screws

T - Tin plated

For omission of oxide inh bitor delete suffix "P"

Additional support mounting holes also available - Consult Factory

Covers available

Example:

PTLIHS1000-88AP

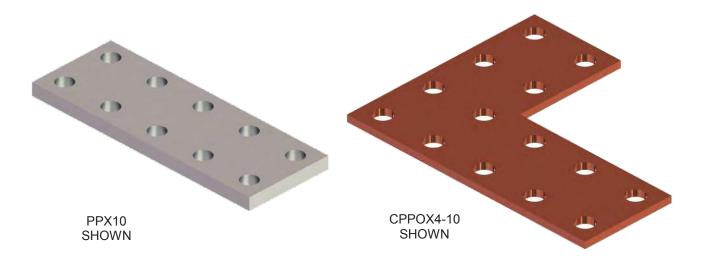
Anodized Screws



### Utility - Three Phase Transformer Connectors for Underground Use

## **PPX & PPOX - Flat Pad Extensions**

- \* Manufactured from high strength 6061-T6 aluminum alloy or copper as marked below
- \* 9/16" Mounting holes at standard NEMA 1.75" spacing



		Dimensions, Inches				
Catalog Number	Material Type	L	W	Thickness		
PPX6	Aluminum	4.75	3.00	0.50		
PPX8	Aluminum	6.50	3.00	0.50		
PPX10	Aluminum	8.25	3.00	0.50		
PPX12	Aluminum	10.00	3.00	0.75		
PPOX4-6	Aluminum	4.75	6.50	0.50		
PPOX4-8	Aluminum	6.50	6.50	0.50		
PPOX4-10	Aluminum	8.25	6.50	0.75		
PPOX4-12	Aluminum	10.00	6.50	0.75		
CPPX6	Copper	4.75	3.00	0.25		
CPPX8	Copper	6.50	3.00	0.25		
CPPX10	Copper	8.25	3.00	0.25		
CPPX12	Copper	10.00	3.00	0.50		
CPPOX4-6	Copper	4.75	6.50	0.25		
CPPOX4-8	Copper	6.50	6.50	0.25		
CPPOX4-10	Copper	8.25	6.50	0.25		
CPPOX4-12	Copper	10.00	6.50	0.50		

OPTIONS:

T - Tin Plated

Example: CPPOX4-10-T

Tin Plated

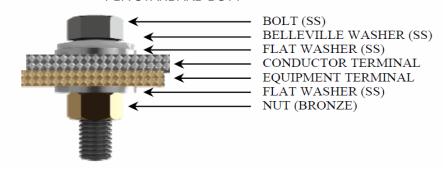
## ELECTRICAL Connectors Cont.

### Utility - Three Phase Transformer Connectors for Underground Use

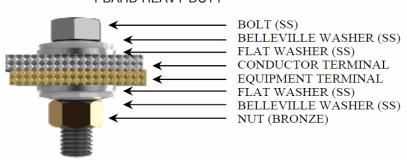
### **PBA - Stainless Steel Bolt Assemblies**

- \* Stainless bolts and washers
- \* Silicon bronze nuts





#### PBAHD HEAVY DUTY



Catalog Number	Max Clamping Range	Bolt Length
PBA15	0.63	1.50
PBA17	0.88	1.75
PBA20	1.13	2.00
PBA25	1.63	2.50
PBA30	2.13	3.00
PBA35	2.63	3.50
PBA15HD	0.50	1.50
PBA17HD	0.75	1.75
PBA20HD	1.00	2.00
PBA25HD	1.50	2.50
PBA30HD	2.00	3.00
PBA35HD	2.50	3.50

<sup>\*</sup>HD includes two Belleville washers

#### Utility - Single Phase Transformer Connectors for Underground Use

### **PSMTL - Secondary Stud Mount Transformer Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance



Catalog	Number	Stud Number of		Din	es	Wire Range	
Slip Fit	Screw-on	Size	Ports		w	н	KCMIL
PSMTL250-4P	PSMTL250-4SP	5/8" - 11	4	5.17			
PSMTL250-6P	PSMTL250-6SP	5/8" - 11	6	6.90	0.88	1.13	250 - #10
PSMTL250-8P	PSMTL250-8SP	5/8" - 11	8	8.62	1		
PSMTL350-4P	PSMTL350-4SP	5/8" - 11	4	5.55		1.25	350 - #10
PSMTL350-6P	PSMTL350-6SP	5/8" - 11	6	7.55	0.88		
PSMTL350-8P	PSMTL350-8SP	5/8" - 11	8	9.68			
PSMTL500-4P	PSMTL500-4SP	1" - 14	4	6.43	1 20 60- 51-	1.63	500 - #10
PSMTL500-6P	PSMTL500-6SP	1" - 14	6	8.58	1.38 Slip Fit 1.13 Screw-on		
PSMTL500-8P	PSMTL500-8SP	1" - 14	8	10.93	1.13 3clew-on		
PSMTL600-4P	PSMTL600-4SP	1" - 14	4	7.03	1 20 60- 51-		
PSMTL600-6P	PSMTL600-6SP	1" - 14	6	9.53	1.38 Slip Fit 1.13 Screw-on	1.63	600 - #10
PSMTL600-8P	PSMTL600-8SP	1" - 14	8	12.03	1.13 3clew-on		
PSMTL750-4P	PSMTL750-4SP	1" - 14	4	7.64	1 20 Clim Eib		
PSMTL750-6P	PSMTL750-6SP	1" - 14	6	10.26	1.38 Slip Fit 1.25 Screw-on	1.75	750 - 1/0
PSMTL750-8P	PSMTL750-8SP	1" - 14	8	12.89	1.23 3CIEW-011		

#### OPTIONS:

SC - Lock on cover (PSMTLSC Prefix)

CC - Slip on cover (PSMTLCC Prefix)

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (two insulated and one bare)

For omission of oxide inh bitor delete suffix "P"

Example:

PSMTLCC350-6SSLP

Slip-fit cover

Screw-on connector

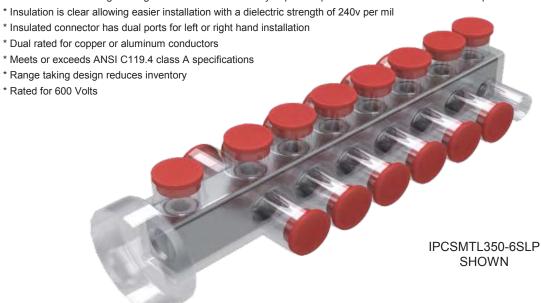
Streetlight

## ELECTRICAL Connectors Cont.

### Utility - Single Phase Transformer Connectors for Underground Use

### **IPCSMTL - Insulated Secondary Stud Mount Transformer Connectors**

\* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance



Catalog	Number	Stud Number		Din	es	Wire Range	
Slip Fit	Screw-on	Size	of Ports	L	w	н	KCMIL
IPCSMTL250-4P	IPCSMTL250-4SP	5/8" - 11	4	5.80			
IPCSMTL250-6P	IPCSMTL250-6SP	5/8" - 11	6	7.53	2.38	2.18	250 - #10
IPCSMTL250-8P	IPCSMTL250-8SP	5/8" - 11	8	9.26			
IPCSMTL350-4P	IPCSMTL350-4SP	5/8" - 11	4	6.68			
IPCSMTL350-6P	IPCSMTL350-6SP	5/8" - 11	6	8.93	3.13	2.11	350 - #10
IPCSMTL350-8P	IPCSMTL350-8SP	5/8" - 11	8	10.31	1		
IPCSMTL500-4P	IPCSMTL500-4SP	1" - 14	4	7.56	2 12 Clin Fib	2.63	500 - #10
IPCSMTL500-6P	IPCSMTL500-6SP	1" - 14	6	10.03	3.13 Slip Fit 2.88 Screw-on		
IPCSMTL500-8P	IPCSMTL500-8SP	1" - 14	8	11.56	2.00 Sciew-011		
IPCSMTL600-4P	IPCSMTL600-4SP	1" - 14	4	7.83	2 12 Clin Fib		
IPCSMTL600-6P	IPCSMTL600-6SP	1" - 14	6	10.52	3.13 Slip Fit 2.88 Screw-on	2.63	600 - #10
IPCSMTL600-8P	IPCSMTL600-8SP	1" - 14	8	12.62	2.00 Screw-011		
IPCSMTL750-4P	IPCSMTL750-4SP	1" - 14	4	8.59	2 20 Clin Fib	2.95	750 - 1/0
IPCSMTL750-6P	IPCSMTL750-6SP	1" - 14	6	11.44	3.39 Slip Fit 3.26 Screw-on		
IPCSMTL750-8P	IPCSMTL750-8SP	1" - 14	8	13.95	3.20 3clew-oil		

Also available in Black insulation - remove C from catalog number - ex. IPSMTL350-6SSLP

OPTIONS:

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (two insulated and one bare)

For omission of oxide inh bitor delete suffix "P"

Example:

IPCSMTL350-6SSLP

Screw-on
Streetlight

#### Utility - Single Phase Transformer Connectors for Underground Use

## **PSMTLE - Secondary Multi-Stud Mount Transformer Connectors**



		Number of	Din	hes	Wire Range	
Catalog Number	Stud Size	Ports	L	w	н	KCMIL
PSMTLE350-4P	5/8"-11, 1"-14	4	6.13			
PSMTLE350-6P	5/8"-11, 1"-14	6	8.13	1.38	1.63	350 - #10
PSMTLE350-8P	5/8"-11, 1"-14	8	10.13			
PSMTLE500-4P	5/8"-11, 1"-14	4	6.56			
PSMTLE500-6P	5/8"-11, 1"-14	6	8.81	1.38	1.63	500 - #10
PSMTLE500-8P	5/8"-11, 1"-14	8	11.06			
PSMTLE600-4P	5/8"-11, 1"-14	4	7.03			
PSMTLE600-6P	5/8"-11, 1"-14	6	9.53	1.38	1.63	600 - #10
PSMTLE600-8P	5/8"-11, 1"-14	8	12.03			
PSMTLE750-4P	5/8"-11, 1"-14	4	7.64			
PSMTLE750-6P	5/8"-11, 1"-14	6	10.08	1.38	1.75	750 - 1/0
PSMTLE750-8P	5/8"-11, 1"-14	8	12.71			

OPTIONS:

SC - Lock on cover (PSMTLESC Prefix)

CC - Slip on cover (PSMTLECC Prefix)

IPC - Insulated (IPCSMTLE Prefix)

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (two insulated and one bare)

For omission of oxide inh bitor delete suffix "P"

Example:

PSMTLE500-6SLP

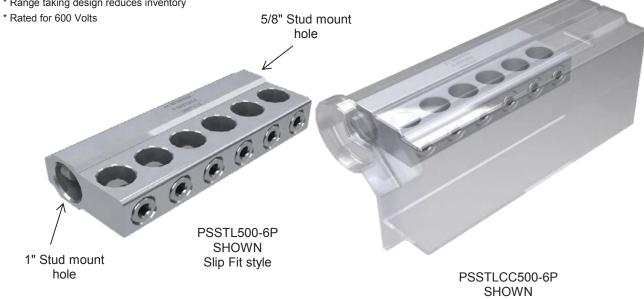
Streetlight



#### Utility - Single Phase Transformer Connectors for Underground Use

### **PSSTL - Space Saving Stud Mount Transformer Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory



Catalog	Number	Di	Wire Range			
Slip Fit	Screw-on	of Ports	L	w	н	KCMIL
PSSTL350-4P	PSSTL350-4SP	4	4.11			
PSSTL350-6P	PSSTL350-6SP	6	6.11	1.38	2.88	350 - #10
PSSTL350-8P	PSSTL350-8SP	8	8.11			
PSSTL500-4P	PSSTL500-4SP	4	4.59			
PSSTL500-6P	PSSTL500-6SP	6	6.75	1.38	2.88	500 - #10
PSSTL500-8P	PSSTL500-8SP	8	9.00			

OPTIONS:

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

CC - Clear slip on cover (PSSTLCC Prefix)

K - Kit (three connectors and two covers)

For omission of oxide inh bitor delete suffix "P"

Example:

PSSTLCC500-6SLP

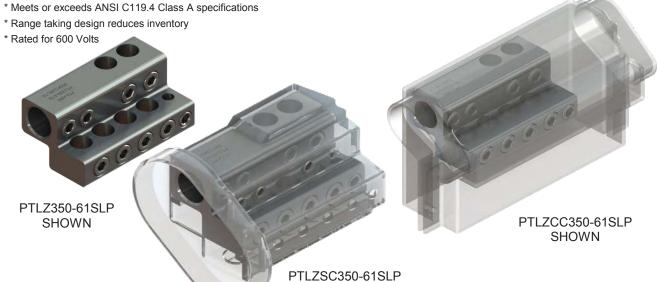
Slip Fit style

Clear Cover Streetlight

#### Utility - Single Phase Transformer Connectors for Underground Use

## PTLZ - "Z" Transformer Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors



Catalog Number			Number	Dime	Wire Range		
Slip Fit	Screw-on	Stud Size	of Ports	L	W	н	KCMIL
PTLZ350-658P	PTLZ350-658SP	5/8"-11	6	4.25	1.75	2.23	
PTLZ350-858P	PTLZ350-858SP	5/8"-11	8	5.25	1./5		350 - #10
PTLZ350-61P	PTLZ350-61SP	1"-14	6	4.31	2.25	2.88	330 - #10
PTLZ350-81P	PTLZ350-81SP	1"-14	8	5.31	2.25		
PTLZ500-61P	PTLZ500-61SP	1"-14	6	5.10	2.25	2.88	500 - #10
PTLZ500-81P	PTLZ500-81SP	1"-14	8	6.23	2.23		300 - #10
PTLZ600-61P	PTLZ600-61SP	1"-14	6	5.13	2.25	2.88	600 - #6
PTLZ600-81P	PTLZ600-81SP	1"-14	8	6.38	2.23	2.88	000 - #6
PTLZ750-61P	PTLZ750-61SP	1"-14	6	5.38	2.50	2.20	750 - 1/0
PTLZ750-81P	PTLZ750-81SP	1"-14	8	6.69	2.50	3.38	/50 - 1/0

SHOWN

#### OPTIONS:

SC - Lock On Cover (PTLZSC Prefix)

CC - Slip on Cover (PTLZCC Prefix)

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (two insulated and one bare)

R - Right hand design

For omission of oxide inh bitor delete suffix "P"

Example:

PTLZ350-658SSLP

Screw on

Streetlight

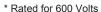


### Utility - Single Phase Transformer Connectors for Underground Use

### IPCTLZ - Insulated "Z" Transformer Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Insulation is clear allowing easier installation with a dielectric strength of 240v per mil
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications

\* Range taking design reduces inventory





Catalog Number			Number	Connect	Wire Range		
Slip Fit	Screw-on	Stud Size		L	w	н	KCMIL
IPCTLZ350-658P	IPCTLZ350-658SP	5/8"-11	6	4.25	1.75	2.23	
IPCTLZ350-858P	IPCTLZ350-858SP	5/8"-11	8	5.25	1.75		350 - #10
IPCTLZ350-61P	IPCTLZ350-61SP	1"-14	6	4.31	2.25	2.88	
IPCTLZ350-81P	IPCTLZ350-81SP	1"-14	8	5.31	2.25		
IPCTLZ500-61P	IPCTLZ500-61SP	1"-14	6	5.10	2.25	2.88	500 - #10
IPCTLZ500-81P	IPCTLZ500-81SP	1"-14	8	6.23	2.25		
IPCTLZ600-61P	IPCTLZ600-61SP	1"-14	6	5.13	2.25	2.88	600 #6
IPCTLZ600-81P	IPCTLZ600-81SP	1"-14	8	6.38	2.25	2.00	600 - #6

#### OPTIONS:

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (Two insulated and one bare)

R - Right hand design

For omission of oxide inh bitor delete suffix "P"

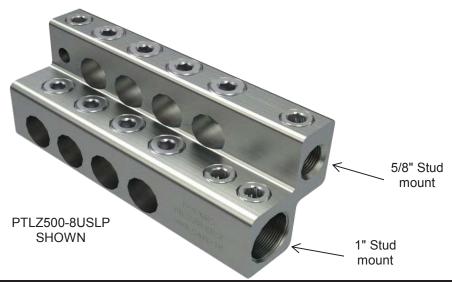
Example: IPCTLZ500-61SLP

Streetlight /

#### Utility - Single Phase Transformer Connectors for Underground Use

## PTLZ-U - Universal Multi-Stud "Z" Transformer Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



Catalog	Number		Number Dimensions, Inches				Wire Range
Slip Fit	Screw-on	Stud Size	of Ports	L	W	Н	KCMIL
PTLZ350-4UP	PTLZ350-4USP	5/8"-11, 1"-14	4	4.00			
PTLZ350-6UP	PTLZ350-6USP	5/8"-11, 1"-14	6	5.00	2.25	2.88	350 - #10
PTLZ350-8UP	PTLZ350-8USP	5/8"-11, 1"-14	8	6.00			
PTLZ500-4UP	PTLZ500-4USP	5/8"-11, 1"-14	4	4.43			
PTLZ500-6UP	PTLZ500-6USP	5/8"-11, 1"-14	6	5.55	2.25	2.88	500 - #10
PTLZ500-8UP	PTLZ500-8USP	5/8"-11, 1"-14	8	6.68			
PTLZ600-4UP	PTLZ600-4USP	5/8"-11, 1"-14	4	4.63			
PTLZ600-6UP	PTLZ600-6USP	5/8"-11, 1"-14	6	5.88	2.25	2.88	600 - #10
PTLZ600-8UP	PTLZ600-8USP	5/8"-11, 1"-14	8	7.13			
PTLZ750-4UP	PTLZ750-4USP	5/8"-11, 1"-14	4	4.89			
PTLZ750-6UP	PTLZ750-6USP	5/8"-11, 1"-14	6	6.21	2.50	3.38	750 - 1/0
PTLZ750-8UP	PTLZ750-8USP	5/8"-11, 1"-14	8	7.52			

OPTIONS:

SC - Lock on cover (PTLZSC Prefix)

CC - Slip on cover (PTLZCC Prefix)

IPC - Pre-insulated (IPCTLZ Prefix)

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (two insulated and one bare)

R - Right hand design

For omission of oxide inh bitor delete suffix "P"

Example:

PTLZ500-6USLP

Streetlight

## **ELECTRICAL** Connectors Cont.

#### Utility - Single Phase Transformer Connectors for Underground Use

## PTLEZ - Multi-Stud "Z" Transformer Connectors

\* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance

\* Dual rated for copper or aluminum conductors

\* Range taking design reduces inventory

\* Rated for 600 Volts

\* Patented multi-stud design. Patent # 7,607,955



		Number of	hes	Wire Range		
Catalog Number	Stud Size	Ports	L	w	н	KCMIL
PTLEZ350-4P	5/8"-11, 1"-14	4	3.11			
PTLEZ350-6P	5/8"-11, 1"-14	6	4.11	2.25	2.88	350 - #10
PTLEZ350-8P	5/8"-11, 1"-14	8	5.11			
PTLEZ500-4P	5/8"-11, 1"-14	4	3.50			
PTLEZ500-6P	5/8"-11, 1"-14	6	4.63	2.25	2.88	500 - #10
PTLEZ500-8P	5/8"-11, 1"-14	8	5.75			
PTLEZ600-4P	5/8"-11, 1"-14	4	3.88			
PTLEZ600-6P	5/8"-11, 1"-14	6	5.13	2.25	2.88	600 - #10
PTLEZ600-8P	5/8"-11, 1"-14	8	6.38	1		
PTLEZ750-4P	5/8"-11, 1"-14	4	4.06			
PTLEZ750-6P	5/8"-11, 1"-14	6	5.38	2.50	3.38	750 - 1/0
PTLEZ750-8P	5/8"-11, 1"-14	8	6.69			

**OPTIONS:** 

SC - Lock On Cover (PTLEZSC Prefix)

CC - Slip on Cover (PTLEZCC Prefix)

IPC - Pre-insulated (IPCTLEZ Prefix)

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (Two insulated and one bare)

R - Right hand design

For omission of oxide inh bitor delete suffix "P"

Example:

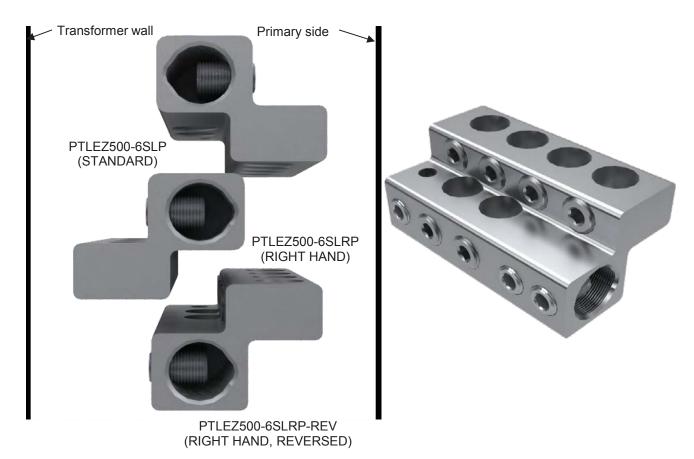
PTLEZ500-6SLP

Streetlight

### Utility - Single Phase Transformer Connectors for Underground Use

## PTLEZ-REV - Multi-Stud, Space Saving "Z" Transformer Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Right handed reversed connector is designed to allow more space from connector to transformer cover
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 Volts
- \* Patented multi-stud design. Patent # 7,607,955



For reversed configuration add a -REV to end of part number. Can be used on PTLZ or PTLEZ series

Example:

PTLEZ500-6SLRP-REV

Streetlight

Right handed

Inh bitor

Reversed

## ELECTRICAL Connectors Cont.

#### Utility - Single Phase Transformer Connectors for Underground Use

### PSMAL - Disconnectable "Screw-on" Transformer Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors



		Number of	ies	Wire Range		
Catalog Number	Stud Size	Ports	L	W	н	KCMIL
PSMAL350-4P	5/8"-11	4	5.69			
PSMAL350-6P	5/8"-11	6	7.69	2.26		
PSMAL350-8P	5/8"-11	8	9.69		1 25	250 #10
PSMAL350-41P	1"-14	4	5.69		1.25	350 - #10
PSMAL350-61P	1"-14	6	7.69	2.63		
PSMAL350-81P	1"-14	8	9.69	1		
PSMAL500-458P	5/8"-11	4	6.25			
PSMAL500-658P	5/8"-11	6	8.50	2.50	1.63	
PSMAL500-858P	5/8"-11	8	10.75	]		500 - #10
PSMAL500-4P	1"-14	4	6.25			300 - #10
PSMAL500-6P	1"-14	6	8.50	2.88	1.63	
PSMAL500-8P	1"-14	8	10.75	1		
PSMAL-58P (Adapter Only)	5/8"-11	N/A	1.63	1.00	1.38	N/A
PSMAL-1P (Adapter Only)	1"-14	N/A	1.75	1.38	1.75	N/A

#### OPTIONS:

CC - Slip on Cover (PTLEZCC Prefix)

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (Two insulated and one bare)

R - Right hand design

For omission of oxide inh bitor delete suffix "P"

Example:

PSMAL350-6SLP

Streetlight

### **Utility - Overhead Connectors**

### **PPT - Pin Type Transformer Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Stud is tin plated copper providing low contact resistance for connection to transformer
- \* Range taking design reduces inventory
- \* Rated for 600 Volts





Catalog	Copper Stud	Copper Stud	Number of	Dimensions, Inches			Wire Range
Number	Diameter	Length	Ports	L	w	н	KCMIL
PPT1/0-2P	3/8	3	2	2.03	0.63	0.88	1/0-#14
PPT1/0-4P	3/8	3	4	3.33	0.03	0.00	
PPT250-2P	1/2	4	2	2.59	0.88	1.13	
PPT250-3P	1/2	4	3	3.46			250-#10
PPT250-4P	1/2	4	4	4.32			
PPT250-5P	1/2	4	5	5.18	0.00		
PPT250-6P	1/2	4	6	6.04			
PPT250-8P	1/2	4	8	7.77			
PPT350-2P	5/8	4	2	2.95			
PPT350-212P	1/2	4	2	2.95			
PPT350-3P	5/8	4	3	3.95	0.00	1 25	350-#10
PPT350-312P	1/2	4	3	3.95	0.88	1.25	330-#10
PPT350-4P	5/8	4	4	4.95			
PPT350-412P	1/2	4	4	4.95			

Continued on next page

OPTIONS:

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

C - Connector with Black cover

For omission of oxide inh bitor delete suffix "P"

Example:

PPT250-4SLCF

Streetlight

Cover

## ELECTRICAL Connectors Cont.

#### **Utility - Overhead Connectors**

## **PPT - Pin Type Transformer Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications

\* Stud is tin plated copper providing low contact resistance for connection to transformer

\* Range taking design reduces inventory

\* Rated for 600 Volts



PPT250-4P SHOWN

Catalog	Copper Stud	Copper Stud	Number of	Dimensions, Inches			Wire Range
Number	Diameter	Length	Ports	L	W	Н	KCMIL
PPT350-5P	5/8	4	5	5.95			
PPT350-512P	1/2	4	5	5.95		1.25	
PPT350-6P	5/8	4	6	6.95	0.88		350-#10
PPT350-612P	1/2	4	6	6.95	0.00		
PPT350-8P	5/8	4	8	8.95			
PPT350-812P	1/2	4	8	8.95			
PPT500-2P	3/4	4-1/2	2	3.50			
PPT500-3P	3/4	4-1/2	3	4.65			
PPT500-4P	3/4	4-1/2	4	5.79	1.13	1.63	500-#10
PPT500-5P	3/4	4-1/2	5	6.94	1.13	1.03	300-#10
PPT500-6P	3/4	4-1/2	6	8.08			
PPT500-8P	3/4	4-1/2	8	10.37	1		
PPT750-2P	3/4	5-1/2	2	4.04	1.25	1.75	750-1/0
PPT750-4P	3/4	5-1/2	4	6.72	1.25		7 30-170

OPTIONS:

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

C - Connector with Black cover

For omission of oxide inh bitor delete suffix "P"

Example:

PPT500-4SLCP

Streetlight

Cover

## POLARIS<sup>®</sup>

### **Utility - Overhead Connectors**

## PPT-90 - 90-Degree Pin Type Transformer Connector

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Stud is tin plated copper providing low contact resistance for connection to transformer



Catalog	Copper Stud	Copper Stud	Number of	Dimensions, Inches			Wire Range
Number	Diameter	Length	Ports	L	w	н	KCMIL
PPT90250-2P	1/2	4	2	2.84			
PPT90250-3P	1/2	4	3	3.71	]		
PPT90250-4P	1/2	4	4	4.57	0.88	1.13	250-#10
PPT90250-6P	1/2	4	6	6.29	]		
PPT90250-8P	1/2	4	8	8.02			
PPT90350-212P	1/2	4	2	3.07			
PPT90350-312P	1/2	4	3	4.07			
PPT90350-412P	1/2	4	4	5.07	0.88	1.25	350-#10
PPT90350-612P	1/2	4	6	7.07			
PPT90350-812P	1/2	4	8	9.07			
PPT90500-2P	3/4	4-1/2	2	3.71			
PPT90500-3P	3/4	4-1/2	3	4.77	]		
PPT90500-4P	3/4	4-1/2	4	5.83	1.13	1.63	500-#10
PPT90500-6P	3/4	4-1/2	6	7.95	]		
PPT90500-8P	3/4	4-1/2	8	10.07			

OPTIONS:

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

For omission of oxide inh bitor delete suffix "P"

Example: PPT90250-4P

## ELECTRICAL Connectors Cont.

#### **Utility - Overhead Connectors**

## PPT-H - Pin Type Transformer Connectors w/ Hex Bolts

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Stud is tin plated copper providing low contact resistance for connection to transformer
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



	Copper Stud	Copper Stud	Number	Dimensions, Inches			Wire Range
<b>Catalog Number</b>	Diameter	Length	of Ports	L	w	Н	KCMIL
PPT250-1+1HP	1/2	4	2	2.51			
PPT250-2+2HP	1/2	4	4	4.13	.88	1.13	250-#10
PPT250-2HP	1/2	4	2	2.73	.00	1.13	250-#10
PPT250-4HP	1/2	4	4	4.73			
PPT350-1+112HP	1/2	4	2	2.95	.88	1.25	350-#10
PPT350-2+212HP	1/2	4	4	4.95			
PPT350-212HP	1/2	4	2	2.95			
PPT350-412HP	1/2	4	4	4.95			
PPT500-1+1HP	3/4	4.50	2	3.12			
PPT500-2+2HP	3/4	4.50	4	5.12	1.13	1.63	500-#10
PPT500-2HP	3/4	4.50	2	3.50	1.13	1.03	300-#10
PPT500-4HP	3/4	4.50	4	5.79			
PPT750-1+1HP	3/4	5.50	2	4.04			
PPT750-2+2HP	3/4	5.50	4	6.72	1.25	1.75	750-1/0
PPT750-2HP	3/4	5.50	2	4.04		1./5	750-1/0
PPT750-4HP	3/4	5.50	4	6.72			

OPTIONS:

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

C - Connector with Black cover

For omission of oxide inh bitor delete suffix "P"

Example:

PPT250-2+2-4P

### **Utility - Overhead Connectors**

## IPPT - UV Stable Insulated Pin Type Transformer Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Stud is tin plated copper providing low contact resistance for connection to transformer
- \* Connector is encapsulated in UV resistant black plastisol
- \* Plastisol has dielectric strength of 240 volts per mil.
- \* Meets or exceeds ANSI C119.4 Class A specifications

\* Dual rated for copper or aluminum conductors

\* Range taking design reduces inventory

\* Rated for 600 Volts



Catalog	Copper Stud	Copper Stud	Number of	Dimensions, Inches			Wire Range
Number	Diameter	Length	Ports	L	W	н	KCMIL
IPPT350-212P	1/2	4	2	3.63			350-#10
IPPT350-312P	1/2	4	3	4.75		3.31	
IPPT350-412P	1/2	4	4	5.88	F 12		
IPPT350-512P	1/2	4	5	7.00	5.13 (INCL. STUD)		
IPPT350-612P	1/2	4	6	8.13	(INCL. STOD)		
IPPT500-212P	1/2	4	2	3.84	]		
IPPT500-412P	1/2	4	4	6.31		3.69	500-#10
IPPT500-2P	3/4	5.50	2	3.84	6.38	3.09	500-#10
IPPT500-4P	3/4	5.50	4	6.31	(INCL. STUD)		

OPTIONS:

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

K - Kit (two insulated and one bare)

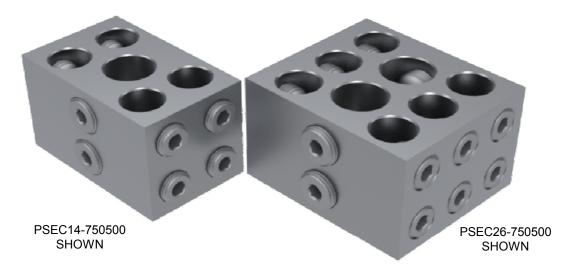
For omission of oxide inh bitor delete suffix "P"

Example: IPPT350-412P

### **Utility - Overhead Connectors**

## **PSEC - Overhead Distribution Connector**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



	Main Wire Range	Tap Wire Range	Number of	Number of	Dimensions, Inches		
Catalog Number	KCMIL	KCMIL	Main Ports	Tap Ports	L	W	н
PSEC14-750500P	750-1/0	500-#10	1	4	4.00	2.50	2.50
PSEC14-750600P	750-1/0	600-#10	1	4	4.00		
PSEC24-750500P	750-1/0	500-#10	2	4	4.00	3.50	2.50
PSEC24-750600P	750-1/0	600-#10	2	4	4.00		
PSEC26-750500P	750-1/0	500-#10	2	6	4.00	3,50	2.50
PSEC26-750600P	750-1/0	600-#10	2	6	4.00	3.30	2.50
PSEC26-1000500P	1000-500	500-#10	2	6	4.50	4.00	2.50
PSEC26-1000600P	1000-500	600-#10	2	6	4.50	4.00	2.30
PSEC26-1000750P	1000-500	750-1/0	2	6	4.50	4.06	2.50

#### OPTIONS:

A - Anodized set screws

T - Tin plated

C - UV resistant cover

For omission of oxide inhibitor delete suffix "P"

Example:

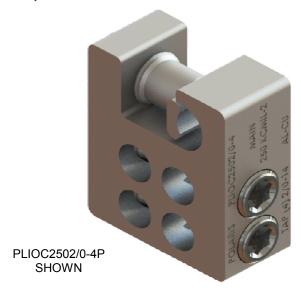
PSEC26-750500P



### **Utility - Overhead Connectors**

## PLIOC - In Span Lay-in Overhead Connector

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



		Dimensions, Inches				
	Catalog Number	Range KCMIL	Tap Wire Range AWG		W	H
ł	PLIOC2502/0-4P	250-#2	2/0-#14		0.94	
ŀ	PLIOC2504/0-4P	250-#2	4/0-#14	2.28	1.39	1.94
ľ	PLIOC3502/0-4P	350-2/0	2/0-#14	2.66	0.95	2.25
I	PLIOC3504/0-4P	350-#2	4/0-#14	2.00	0.95	2.20

OPTIONS:

A - Anodized set screws

T - Tin plated

C - UV resistant cover

SS - Stainless steel tap set screws

For omission of oxide inhibitor delete suffix "P"

Example:

PLIOC2502/0-4CP

Cover

#### **Utility - Overhead Connectors**

### **PNMTL - Nema Mount Transformer Connector**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Predrilled 1/2" mounting holes allow for easy attachment and may be bolted back to back for heavy duty applications
- \* Dual rated for copper or aluminum conductors
- \* Range taking design reduces inventory
- \* Mounting holes at standard NEMA 1.75" spacing
- \* Rated for 600 volts



	Number of	<b>Dimensions, Inches</b>			Wire Range
Catalog Number	Ports	L	W	н	KCMIL
PNMTL250-4P	4	6.63			
PNMTL250-6P	6	8.35	0.88	1.13	250 - #10
PNMTL250-8P	8	10.07	1		
PNMTL350-4P	4	7.07			
PNMTL350-6P	6	9.07	0.88	1.25	350 - #10
PNMTL350-8P	8	11.07			
PNMTL500-4P	4	7.94			
PNMTL500-6P	6	10.19	1.13	1.63	500 - #10
PNMTL500-8P	8	12.44			
PNMTL750-4P	4	8.34			
PNMTL750-6P	6	10.96	1.25	1.75	750 - 1/0
PNMTL750-8P	8	13.58			

OPTIONS:

A - Anodized set screws

SL - 1/0 - #14  $\,$  Streetlight outlet, adds apx. 7/8" to length

For omission of oxide inhibitor delete suffix "P"

Example: PNMTL350-4SLP

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 Volts
- \* Mounting holes available





	Number of	Dimensions, Inches			Wire Range
Catalog Number	Ports	L	W	н	KCMIL
PL250-3P	3	2.68			
PL250-4P	4	3.55	0.88	1 12	250-#10
PL250-6P	6	5.27		1.13	250-#10
PL250-8P	8	6.99			
PL350-3P	3	3.02	0.88	1.25	350-#10
PL350-4P	4	4.02			
PL350-6P	6	6.02			
PL350-8P	8	8.02	7		
PL500-3P	3	3.67		4.62	F00 #10
PL500-4P	4	4.80	1.13		
PL500-6P	6	7.05	1.13	1.63	500-#10
PL500-8P	8	9.30	7		
PL750-3P	3	4.29			
PL750-4P	4	5.71	1.25	1.75	750 1/0
PL750-6P	6	8.56			750-1/0
PL750-8P	8	11.41			

OPTIONS:

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

C - Connector with Black cover

T - Tin plated

2M - Mounting holes

For omission of oxide inh bitor delete suffix "P"

Example: PL350-4CP

71

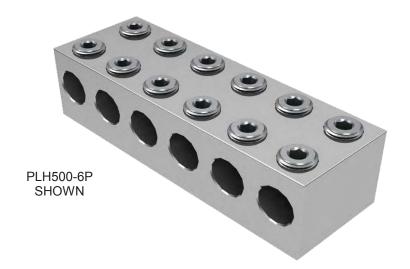
Cover

## ELECTRICAL Connectors Cont.

### **Utility - Pedestal Connectors**

## **PLH - Heavy Duty Pedestal Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



	Number of	Di	Wire Range		
Catalog Number	Ports	L	W	н	KCMIL
PLH250-4P	4	3.55			
PLH250-6P	6	5.27	1.75	1.25	250-#10
PLH250-8P	8	6.99			
PLH350-4P	4	4.02			
PLH350-6P	6	6.02	2.00	1.50	350-#10
PLH350-8P	8	8.02			
PLH500-4P	4	4.80			
PLH500-6P	6	7.05	2.50	2.00	500-#10
PLH500-8P	8	9.30			
PLH750-4P	4	5.37			
PLH750-6P	6	8.00	2.50	2.00	750-1/0
PLH750-8P	8	10.62			
PLH1000-4P	4	6.79			
PLH1000-6P	6	10.13	2.50	2.00	1000-1/0
PLH1000-8P	8	13.47			

#### **OPTIONS:**

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

T - Tin plated

For omission of oxide inh bitor delete suffix "P"

Example: PLH500-8P

### **Utility - Pedestal Connectors**

## PLI - "Lay-In" Pedestal Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Labor saving design that allows installer to make connection without having to bend large conductors into place
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 Volts
- \* Mounting holes available upon request
- \* Black or Clear cover available



	Number of	Din	Dimensions, Inches			
Catalog Number	Ports	L	W	н	Wire Range KCMIL	
PLI350-6P	6	6.90	1.25	1.75	350 - #10	
PLI600-6P	6	9.08	1.25	2.00	600 - #10	

OPTIONS:

A - Anodized set screws

2M - Dual mounting holes

C - Connector with Black cover

For omission of oxide inh bitor delete suffix "P"

Example: PLI350-6P

### **Utility - Pedestal Connectors**

### **IPLC - Insulated Pedestal Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Insulation is clear allowing easier installation with a dielectric strength of 240v per mil
- \* Also available in UV resistant Black plastisol
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 Volts
- \* Mounting holes available

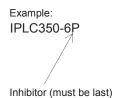


	Number of	Din	Wire Range		
Catalog Number	Ports	L	W	н	KCMIL
IPLC250-3P	3	2.93			
IPLC250-4P	4	3.80	2.03	2.18	250 - #10
IPLC250-6P	6	5.22	1		
IPLC350-3P	3	3.52			
IPLC350-4P	4	4.65	2.26	1.96	350 - #10
IPLC350-6P	6	6.90	1		
IPLC500-3P	3	4.14			
IPLC500-4P	4	5.38	2.50	2.56	500 - #10
IPLC500-6P	6	7.86	1		
IPLC750-3P	3	4.57			
IPLC750-4P	4	6.00	3.38	3.25	750 - 1/0
IPLC750-6P	6	8.85	]		

#### OPTIONS:

- A Anodized set screws
- B Black plastisol (replace the IPLC with IPLB)
- D Dual Entry (IPLCD or IPLBD Prefix)
- 2M Mounting holes

For omission of oxide inhibitor delete suffix "P"



### **Utility - Pedestal Connectors**

## PLZ - "Z" Pedestal Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



	Number of	Dimensions, Inches			Wire Range
Catalog Number	Ports	L	w	н	KCMIL
PLZ350-4P	4	2.12			
PLZ350-6P	6	3.12	2.00	2.26	350 - #10
PLZ350-8P	8	4.12	Ī		
PLZ500-4P	4	2.37			
PLZ500-6P	6	3.50	2.38	2.88	500 - #10
PLZ500-8P	8	4.63			
PLZ750-4P	4	2.75			
PLZ750-6P	6	4.06	2.50	3.38	750 - 1/0
PLZ750-8P	8	5.37			

OPTIONS:

A - Anodized set screws

T - Tin plated

SL - 1/0 - #14 Streetlight Outlet, adds apx. 7/8" to length

For omission of oxide inh bitor delete suffix "P"

Example: PLZ500-8P

Inhibitor (must be last)

PLZ500-8P SHOWN

### **Utility - Pedestal Connectors**

### IPCLZ & IPLZ - Insulated "Z" Pedestal Connectors

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Insulation is clear allowing easier installation with a dielectric strength of 240v per mil
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications

SHOWN

- \* Range taking design reduces inventory
- \* Rated for 600 Volts



	Number of	Connecto	Connector Dimensions, Inches		
Catalog Number	Ports	L	w	н	Wire Range KCMIL
IPCLZ350-4P	4	2.12			
IPCLZ350-6P	6	3.12	2.00	2.26	350 - #10
IPCLZ350-8P	8	4.12			
IPCLZ500-4P	4	2.37			
IPCLZ500-6P	6	3.50	2.38	2.88	500 - #10
IPCLZ500-8P	8	4.63	1		
IPCLZ750-4P	4	2.75			
IPCLZ750-6P	6	4.06	2.50	3.38	750 - 1/0
IPCLZ750-8P	8	5.37	1		

Also available in Black insulation - remove C from catalog number - ex. IPLZ350-6P

OPTIONS:

A - Anodized set screws

SL - 1/0 - #14 Streetlight outlet, adds apx. 7/8" to length

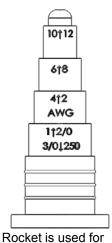
For omission of oxide inh bitor delete suffix "P"

Example: IPCLZ500-8P

#### **Utility - Pedestal Connectors**

### **IPLWB - Submersible Pedestal Connector**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Rubber encapsulated with a nominal thickness of 125 mils
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.1 specifications for a submersible connection.
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



Rocket is used for Wire Range IPLWB350 250 - #12 IPLWB600 400 - #12



	Number of	Dimensions, Inches			Wire Range	
Catalog Number	Ports	W	н	L	KCMIL	
IPLWB350-3P	3	3.56				
IPLWB350-4P	4	4.75	3.06	4.20	350 - #12	
IPLWB350-6P	6	7.13				
IPLWB600-3P	3	4.87		5.43		
IPLWB600-4P	4	6.56				
IPLWB600-5P	5	8.25				
IPLWB600-6P	6	9.94	3.79		600 - #12	
IPLWB600-8P	8	13.31				
IPLWB600-10P	10	16.68				
IPLWB600-12P	12	20.06				

OPTIONS:

A - Anodized set screws

OC - Orange thread caps

For omission of oxide inhibitor delete suffix "P"

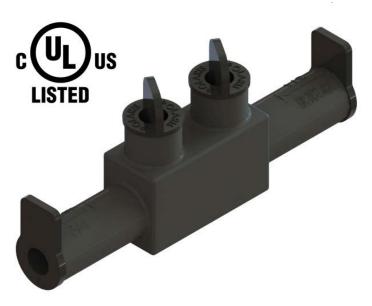
Example: IPLWB350-4P



### Utility - Metering and Streetlighting Products

### **SSWB - Submersible Splice Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Rubber encapsulated with a nominal thickness of 125 mils
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.1 specifications for a submersible connection.
- \* UL listed for wet or damp locations, direct burial and submersible per UL486D
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



SSWB2/0P

	Dimensions, Inches Wire Ran				
Catalog Number	Hex Size	L	W	Н	KCMIL
SSWB2/0P	3/16"	5.05	0.88	2.1	2/0 - #14
SSWB350P	5/16"	8.28	1.31	3.06	350 - #12

OPTIONS:

OC - Orange thread caps

For omission of oxide inhibitor delete suffix "P"

Example: SSWB2/0P

### **Utility - Pedestal Connectors**

## **PSR - Splicers / Reducers**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Tin plated to provide very low contact resistance and inhibit corrosion
- \* Dual rated for copper or aluminum conductors
- \* Chamfered wire entry provides ease of installation
- \* Wire stop in center prevents dissimilar metals from coming into contact.
- \* Rated for 600 volts
- \* Rounded edges to facilitate taping





	Dimensions, Inches						
Catalog Number	Wire Range KCMIL/AWG	w	н	L	Hex Size		
PSR4	#4 - #14	0.50	0.63	1.87	SLOT		
PSR1/0	1/0 - #14	0.63	0.88	2.23	3/16		
PSR3/0	3/0 - #6	0.69	0.94	2.25	1/4		
PSR250	250 - #6	0.88	1.13	2.70	5/16		
PSR350	350 - #6	1.00	1.44	3.22	5/16		
PSR500	500 - #4	1.13	1.63	3.87	5/16		
PSR600	600 - #2	1.25	1.75	4.34	5/16		
PSR750	750 - 1/0	1.44	2.00	5.50	5/16		
PSR1000	1000 - 250	1.75	2.00	6.00	3/8		

<sup>\*</sup>Oxide inhibitor is recommended for all aluminum terminations.

### Utility - Metering and Streetlighting Products

## **SLC & SLOC - Insulated Streetlight Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Insulation is clear allowing easier installation with a dielectric strength of 240v per mil
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.4 Class A specifications
- \* Range taking design reduces inventory
- \* Rated for 600 Volts



Number of			Din	Wire Range		
Catalog Number	Ports	Hex Size	L	w	н	KCMIL
SLC4-3P	3	S	1.54	1.12	1.38	
SLC4-4P	4	S	1.97	1.12		#4 - #14
SLOC4-4P	4	S	1.97	1.24		#4 - #14
SLCS4-4P	4	S	1.43	1.75		1
SLC1/0-3P	3	3/16"	2.27	1.62	1.75	1/0 - #14
SLOC1/0-3P	3	3/16"	2.27	1.75	1./5	1/0 - #14
SLC3/0-3P	3	1/4"	2.65	1.75	1.87	3/0 - #14
SLOC3/0-3P	3	1/4"	2.65	1.87	1.67	3/0 - #14

Also available in Black insulation - replace C with B from catalog number - ex. SLB4-3P

OPTIONS:

A - Allen set screws (1/8" Hex, #4 Size)
For omission of oxide inh bitor delete suffix "P"

Example: SLC4-3P



### Utility - Metering and Streetlighting Products

### **SLWB & SLOWB - Submersible Streetlight Connectors**

- \* Manufactured from high strength 6061-T6 aluminum alloy to provide premium electrical and mechanical performance
- \* Rubber encapsulated with a nominal thickness of 125 mils
- \* Dual rated for copper or aluminum conductors
- \* Meets or exceeds ANSI C119.1 specifications for a submersible connection.
- \* UL listed for wet or damp locations, direct burial and submersible per UL486D
- \* Range taking design reduces inventory







	Number of	Din	Dimensions, Inches		
Catalog Number	Ports	L	w	н	Wire Range AWG
SLWB2/0-2P	2	1.93	2.65	2.10 2/0 - #14	
SLWB2/0-3P	3	2.79			2/0 - #14
SLWB2/0-4P	4	3.65			
SLWB2/0-6P	6	5.37			
SLOWB2/0-21P	3	2.79	4.18		

OPTIONS:

OC - Orange thread caps

For omission of oxide inh bitor delete suffix "P"

Example: SLOWB2/0-21P

### Utility - Metering and Streetlighting Products

## PDL Disposable Enclosure Locks

- \* Shear Head Screw
- \* #4 Alumoweld Gauge Wire
- \* Corrosion Resistant



Catalog Number	Ring Inside Diameter, Inches		
	0.96	3.0	
PDL-2	1.13	2.2	
PDL-3	0.96	3.0	
PDL-4	1.13	2.2	

# **ELECTRICAL**Connectors Chart

## Metric Conversion Chart - AWG/Metric Preferred Sizes of Conductors

	Equivalent		Metric Diameter per Strand Diameter Wire Size Strand				
Circ. Mills	Circ. Mills	Awg. Size	MM	in	mm	in	mm
-	987	-	0.5	1/.032	1/.813	0.032	0.81
1020	-	20	-	7/.0121	7/.307	0.036	0.91
-	1480	-	0.75	1/.039	1/.991	0.039	0.99
1620	-	18	-	1/.0403	1/1.02	0.04	1.02
1620	-	18	-	7/.0152	7/.386	0.046	1.16
-	1974	-	1	1/.045	1/1.14	0.045	1.14
-	1974	-	1	7/.017	7/.432	0.051	1.3
2580	-	16	-	1/.0508	1/1.29	0.051	1.29
2580	-	16	-	7/.0192	7/.488	0.058	1.46
-	2960	-	1.5	1/.055	1/1.40	0.055	1.4
-	2960	-	1.5	7/.021	7/5.33	0.063	1.6
4110	-	14	-	1/.0641	1/1.63	0.064	1.63
4110	-	14	-	7/.0242	7/.615	0.073	1.84
-	4934	-	2.5	1/.071	1/1.80	0.071	1.8
-	4934	-	2.5	7/.027	7/.686	0.081	2.06
6530	-	12	-	1/.0808	1/2.05	0.081	2.05
6530	-	12	-	7/.0305	7/.775	0.092	2.32
-	7894	-	4	1/.089	1/2.26	0.089	2.26
-	7894	-	4	7/.034	7/.864	0.102	2.59
10380	-	10	-	1/.1019	1/2.59	0.102	2.59
10380	-	10	-	7/.0385	7/.978	0.116	2.93
-	11840	-	6	1/.109	1/2.77	0.109	2.77
-	11840	-	6	7/.042	7/1.07	0.126	3.21
13090	-	9	-	1/.1144	1/2.91	0.1144	2.91
13090	-	9	-	7/.0432	7/1.10	0.13	3.3
16510	-	8	-	1/.1285	1/3.26	0.128	3.26
16510	-	8	-	7/.0486	7/1.23	0.146	3.7
-	19740	-	10	1/.141	1/3.58	0.141	3.58
-	19740	-	10	7/.054	7/1.37	0.162	4.12
20820	-	7	-	1/.1443	1/3.67	0.144	3.67
20820	-	7	-	7/.0545	7/1.38	0.164	4.15
26240	-	6	-	1/.162	1/4.11	0.162	4.11
26240	-	6	-	7/.0612	7/1.55	0.184	4.66
-	31580	-	16	7/.068	7/1.73	0.204	5.18
33090	-	5	-	7/.0688	7/1.75	0.206	5.24
41740	-	4	-	7/.0772	7/1.96	0.232	5.88
-	49340	-	25	7/.085	7/2.16	0.255	6.48
-	49340	-	25	19/.052	19/1.32	0.26	6.6
52620	-	3	-	7/.0867	7/2.20	0.26	6.61
66360	-	2	-	7/.0974	7/2.47	0.292	7.42
-	69070	-	35	7/.100	7/2.54	0.3	7.62
-	69070	-	35	19/.061	19/1.55	0.305	7.75

## Metric Conversion Chart - AWG/Metric Preferred Sizes of Conductors

	Equivalent		Metric Diameter per Strand Diameter Wire Size				
Circ. Mills	Circ. Mills	Awg. Size	ММ	in	mm	in	mm
83690	-	1	-	19/.0664	19/1.69	0.332	9.43
-	98680	-	50	19/.073	19/1.85	0.365	9.27
105600	-	1/0	-	19/.0745	19/1.89	0.373	9.46
133100	-	2/0	-	19/.0837	19/2.13	0.419	10.6
-	138100	-	70	19/.086	19/2.18	0.43	10.9
167800	-	3/O	-	19/.094	19/2.39	0.47	11.9
167800	-	3/O	-	37/.0673	37/1.71	0.471	12
-	187500	-	95	19/.101	19/2.57	0.505	12.8
-	187500	-	95	37/.072	37/1.83	0.504	12.8
211600	-	4/0	-	19/.1055	19/2.68	0.528	13.4
-	237.8mcm	-	120	37/.081	37/2.06	0.567	14.4
250mcm	-	-	-	37/.0822	37/2.09	0.575	14.6
300mcm	-	-	150	37/.090	37/2.29	0.63	16
350mcm	-	-	-	37/.0973	37/2.47	0.681	17.3
-	365.1mcm	-	185	37/.100	37/2.54	0.7	17.8
400mcm	-	-	-	37/.104	37/2.64	0.728	18.5
-	473.6mcm	-	240	37/.114	37/2.90	0.798	20.3
-	473.6mcm	-	240	61/.089	61/2.26	0.801	20.3
500mcm	-	-	-	37/.1162	37/2.95	0.813	20.7
500mcm	-	-	-	61/.0905	61/2.30	0.814	20.7
-	592.1mcm	-	300	61/.099	61/2.51	0.891	22.6
600mcm	-	-	-	61/.0992	61/2.52	0.893	22.7
700mcm	-	-	-	61/.1071	61/2.72	0.964	24.5
750mcm	-	-	-	61/.1109	61/2.82	0.998	25.4
750mcm	-	-	-	91/.0908	91/2.31	0.999	25.4
-	789.4mcm		400	61/.114	61/2.90	1.026	26.1
800mcm	-	-	-	61/.1145	61/2.91	1.031	26.2
800mcm	-	-	-	61/.0938	91/2.38	1.032	26.2
1000mcm	986.8mcm	-	500	61/.1280	61/3.25	1.152	29.3
1000mcm	-	-	-	91/.1048	91/2.66	1.153	29.3
-	1233.7mcm	-	625	91/.117	91/2.97	1.287	32.7
1250mcm	-	-	-	91/.1172	91/2.98	1.289	32.7
1250mcm	-	-	-	127/.0992	127/2.52	1.29	32.8
1500mcm	-	-	-	91/.1284	91/.1284	1.412	35.9
1500mcm	-	-	-	127/.1087	127/.1087	1.413	35.9
-	1578.8mcm	-	800	91/.132	91/.132	1.452	36.9
-	1973.5mcm	-	1000	91/.147	91/3.73	1.617	41.1
2000mcm	-	-	-	127/.1255	127/3.19	1.632	41.5
2000mcm	-	-	-	169/.1088	169/2.76	1.632	41.5



Components

Lamps, Drivers, Sensors, Ballasts & Modules

## **Limited Warranty: Components**

Signify North America Corporation ("Signify") warrants to the original purchaser ("Purchaser") that the Signify branded components 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 (unless otherwise noted on Schedule 1) the earlier of the date of installation or six (6) months after the date of manufacturing ("Warranty Period").

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) 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 nonconforming 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. For LED Products, the Product shall be considered defective only if 10% or more of the LED components fail for such Product.

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.
- If applicable, 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, powers 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.

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.

#### Third Party Compatibility Disclaimer

Notwithstanding anything to the contrary in this limited warranty or any other documentation published or made available by Signify or on Signify's behalf, Signify makes no representation, warranty, or guarantee that any Product or any component will function or perform at any time or under any circumstances in compatibility with any third party products, systems, software, services, software services or applications, including, without limitation, where such third party items are identified by Signify as "compatible" or included in any compatibility lists, guides, or similar communications or materials published or otherwise made available by Signify. Signify hereby expressly disclaims and excludes any and all liability of any kind arising from or relating to such compatibility, or the absence thereof, including, without limitation, any incompatibility issues, performance degradation, failure, defect, damage, service disruption, or other adverse consequences.

**Schedule 1:** All Signify components not otherwise described below shall have the warranty period identified on the product packaging or, if no warranty period is identified, a warranty period of 1 year.

LED		Component System Warranty <sup>3</sup>	Component Only Warranty
Lamps	Design life greater than or equal to 70,000 hours	_	7 years <sup>3</sup>
	Design life between 40,000 and 69,999 hours	_	5 years <sup>3</sup>
	Design life between 25,000 and 39,999 hours	_	3 years <sup>3</sup>
	Design life less than 24,999 hours <sup>7</sup>	_	1 year³ / 3 years³
Tubes	Design life greater than or equal to 70,000 hours <sup>1</sup>	_	7 years
	Design life between 40,000 and 69,999 hours <sup>2</sup>	_	5 years
	Design life between 25,000 and 39,999 hours	_	3 years
	Design life less than 24,999 hours	_	1 year
Drivers	Xitanium LED drivers	_	5 years <sup>5</sup>
	Xitanium SR LED drivers		5 years <sup>5,6</sup>
	CertaDrive LED Drivers	_	5 years <sup>5</sup>
	Centium TLED Drivers	_	5 years⁵
Fortimo Modules	LED Line LV, LED Strip LV, LED SQ LV,	5 years <sup>5</sup>	3 years <sup>5</sup>
	LML SE, LML, InstantFit, Edge & FlexTune		
	LED Downlight Module (DLM)	5 years⁵	3 years⁵
	LED Spotlight Module (SLM)	5 years⁵	3 years⁵
	LED Twistable Downlight Module (TDLM) gen 2	_	3 years⁵
	LED High Brightness Module (HBMt)	5 years⁵	-
	Fortimo HEBL Panel	5 years⁵	3 years⁵
Modules	Lexel Downlight Modile (DLM)	3 years⁵	_
Display Lighting	InteGrade Display Lighting	5 years⁵	_
	PrimeSet Display Lighting	5 years⁵	_
	CertaFlux Display Lighting	5 years <sup>5</sup>	
Sensors	EasySense Sensors	5 years <sup>4,5</sup>	_
	Interact Ready Sensors	5 years <sup>4,5</sup>	_
Retrofit Kits	Evokit CLK and CLKE	_	5 years
	Evokit excluding Evokit G5 HE	_	5 years
	Evokit G5 HE	_	7 years
Blue Line Luminaires	BLFP Flat Panel	5 years <sup>5</sup>	-

- 1. InstantFit T8 lamps with a design life greater than or equal to 70,000 hours when used with a high ballast factor ballast have a warranty period of 5 years.
- 2. InstantFit T8 lamps with a design life between 40,000 hours to 69,999 hours when used with a high ballast factor ballast have a warranty period.
- 3. A "Component System" for purposes of this limited warranty is defined as: the combination of a module(s) or sensor(s) manufactured by Signify as a hardware component that is paired with Signify manufactured driver(s) or ballast(s) at install, commissioning, and during product operation.
- 4. Warranty applicable only if used with Signify Xitanium LED driver (consult product datasheet or application system overview available at www.signify.com/oemna).
- 5. Warranty Period commences on the date of manufacturing and subject to operation within allowed specified conditions (see product datasheet).
- 6. Warranty is only applicable when products are used with SR-certified devices and installed, maintained and operated pursuant to the specifications and does not extend to any SR-certified devices or accompanying software.
- 7. LED lamp with energy star and a design life between 15,000 hours and 24,999 hours have a warranty period of 3 years based on lamp operation of 3 hours per day, 365 days per year.
- 8. LED A-Shape plastic dimmable lamps with a design life of 15,000 hours have a warranty period of 3 years based on 12hrs per day, 365 days per year.

CFLni		Warranty Period
Lamps	PL-L Energy Advantage	30 months <sup>1</sup>
	PL-L Standard Lamps	24 months <sup>1</sup>
	PL-C Energy Advantage 4-pin, PL-C Standard, PL-T Energy Advantage, & PL-T Standard Lamps	18 months <sup>1</sup>
	PL-C Energy Advantage 2-pin, PL-S Standard Lamps, & PL-Q Standard Lamps	12 months <sup>1</sup>
	Design life between 40,000 and 69,999 hours <sup>2</sup>	12 months <sup>1,2</sup>
	PL-L Energy Advantage, PL-L Standard, PL-C Energy Advantage,	12 months <sup>1,3</sup>
	PL-C Standard 4- pin, PL-T Energy Advantage, & PL-T Standard Lamps	
	PL-L 40W/XEW/25W, PL-L 40W	1 year

<sup>1.</sup> Warranty Period based on a maximum operation of 4000 hours per year with 3 hour minimum daily on time. Limited warranty applies only to the extent installed lamps fail in excess of the following percentages: (i) 2% for PL-L and PL-T lamps, (ii) 3% for PL-C 4 pin lamps, (iii) 4% for PL-S lamps, and (iv) 5% for PL-C 2 pin and PL-Q lamps.

<sup>3.</sup> Warranty Period based on a maximum operation of 4000 hours per year with 3 hour minimum daily on time, when used on instant start ballast with occupancy sensor (set minute on time of 30 mins).

CFLi		Warranty Period
Lamps <sup>1</sup>	Twisters	2 years
	Covered, Reflectors, & Automatic	1 year

<sup>1.</sup> All incandescent and halogen lamps are sold as-is with no warranties.

<sup>2.</sup> Warranty Period based on a maximum operation of 4000 hours per year with 3 hour minimum daily on time, when used on programmed start ballast with occupancy sensor (set minute on time of 15 mins).

near Fl	uorescent	Warranty Period
mps	T5 standard and high output (14w, 21w, 28w, 35w, 24w, 39w, & 54w)	30/36 months <sup>2</sup>
	T5 Energy Advantage (25w & 49w - including amalgam lamp)	36/42 months <sup>2</sup>
	T5 Extra Energy Advantage (44w)	42/48 months <sup>2</sup>
	T5 Extra Long Life (XLL) lamps	48/72 months <sup>2</sup>
	T5 Lamps on programmed start ballasts with sensors (set to 15 minutes minimum on time)	2 years <sup>2</sup>
	T8 700, HL700 & 800 Series	30/30 months <sup>1</sup>
	Advantage T8 32W High Lumen	30/30 months <sup>1</sup>
	Plus T8 32W	36/42 months <sup>1</sup>
	T8 Energy Advantage & Value Energy Advantage 25W& 28W	36/42 months <sup>1</sup>
	Energy Advantage T8 25WXLL, 28WXLL & 32WExtra Long Life (XLL)	42/48 months <sup>1</sup>
	32WTwice the Life T8 (2XL)	42/48 months <sup>1</sup>
	Energy Advantage T8 25W2XL & 28W2XL Twice the Life (2XL)	48/60 months <sup>1</sup>
	T8 700 & 800 Series	30/36 months <sup>2</sup>
	Advantage T8 32WHigh Lumen	36/36 months <sup>2</sup>
	Plus T8 32W	42/48 months <sup>2</sup>
	T8 Energy Advantage & Value Energy Advantage 25Wand 28W	48/54 months <sup>2</sup>
	Energy Advantage T8 25WXLL, 28WXLL & 32WExtra Long Life (XLL)	48/60 months <sup>2</sup>
	32WTwice the Life T8 (2XL)	48/72 months <sup>2</sup>
	Energy Advantage T8 25W2XL & 28W2XL Twice the Life (2XL)	60/84 months <sup>2</sup>
	T8 700 & 800 Series & Advantage T8 32WHigh Lumen	18 months <sup>3</sup>
	Plus T8 32W, T8 Energy Advantage & Value Energy Advantage 25W&28W	2 years <sup>2</sup>
	Energy Advantage T8 25WXLL, 28WXLL, 32WExtra Long Life (XLL), 32WTwice the Life T8 (2XL)	30 months <sup>3</sup>
	Energy Advantage T8 25W2XL & 28W2XL Twice the Life (2XL)	36 months <sup>3</sup>
	T5 Circline (TL5)	1 year
	T12 Lamps	1 year
asts	Magnetic Fluorescent	2 years⁴
	AmbiStar Electronic (case temp. 65°C or less)	2 years <sup>4</sup>
	Centium Electronic 90°C (case temp. between 71°C and 90°C)	3 years⁴
	Optanium Electronic 90°C (case temp. between 71°C and 90°C)	3 years⁴
	Optanium Electronic T5/HO (case temp. between 71°C and 90°C)	3 years⁴
	signPRO Electronic Sign (case temp. 90°C or less)	3 years⁴
	SmartMate Compact Fluorescent (case temp. between 76°C and 85°C)	3 years⁴
	Centium Electronic (case temp. 70°C or less)	5 years⁴
	Centium Electronic 90C (case temp. 70°C or less)	5 years <sup>4</sup>
	Mark 7 0-10V Electronic Dimming (case temp. 70°C or less)	5 years <sup>4</sup>
	Mark 10 Powerline Electronic Dimming (case temp 70°C or less)	5 years⁴
	Optanium Electronic (case temp. 70°C or less)	5 years⁴
	Optanium Electronic 90C (case temp. 70°C or less)	5 years⁴
	Optanium Electronic T5/HO (case temp. 70°C or less)	5 years <sup>4</sup>
	Optanium Step-Dim Electronic (case temp. 70°C or less)	5 years <sup>4</sup>
	PowrKut Low Frequency Electronic (case temp. 90°C or less)	5 years <sup>4</sup>
	PowerSpec HDF Electronic Dimming (case temp. 70°C or less)	5 years <sup>4</sup>
	ROVR Electronic Dimming (case temp 70°C or less)	5 years <sup>4</sup>
	SmartMate Compact Fluorescent (case temp. 75°C or less)	5 years <sup>4</sup>
	Standard Electronic (case temp. 70°C or less)	5 years <sup>4</sup>

 $<sup>1. \</sup> Warranty \ Period \ based \ on \ 3hr/12hr \ start \ times \ on \ instant \ start \ ballasts, \ without \ use \ of \ sensors, \ and \ a \ maximum \ operation \ of \ 5110 \ hours \ per \ year.$ 

 $<sup>2. \</sup> Warranty \ Period \ based on \ 3hr/12hr \ start \ times \ on \ programmed \ start \ ballasts, \ without use \ of \ sensors, \ and \ a \ maximum \ operation \ of \ 5110 \ hours \ per \ year.$ 

<sup>3.</sup> Warranty Period based on maximum operation of 5110 hours per year, when used on programmed start ballast with occupancy sensor (set to minimum on time of 15 minutes) or when used on instant start ballast with occupancy sensor (set to minimum on time of 30 minutes).

<sup>4.</sup> Warranty Period commences on the date of manufacturing.

HID		Warranty Period
Lamps	AllStart Lamps	2 years <sup>1</sup>
	AllStart Long Life Lamps	3 years <sup>1</sup>
	Cosmo White Lamps	2 years¹
	Low Pressure Sodium (SOX) Lamps	1 year <sup>1</sup>
	Quartz Metal Halide (excluding MH1500) Lamps	1 year <sup>2</sup>
	CDM Elite Lamps	18 months <sup>2</sup>
	High Pressure Sodium (HPS) Standard Life	3 years <sup>2,3</sup>
	High Pressure Sodium (HPS) Dual Arc/Instant Restrike	5 years <sup>2</sup>
	High Pressure Sodium (HPS) Non-cycling	4 years <sup>2,4</sup>
	MasterColor Elite Medium Wattage	2 years <sup>1</sup>
Ballasts	Magnetic High Intensity Discharge (HID)	2 years <sup>5</sup>
	e-Vision Electronic HID (case temp. between the maximum rating marked on the ballast and 9°C below such maximum rating)	3 years <sup>5</sup>
	CosmoPolis Electronic HID (case temp. no higher than the maximum rating marked on the ballast)	5 years <sup>5</sup>
	e-Vision Electronic HID (case temp at least 10°C below the maximum rating marked on the ballast)	5 years <sup>5</sup>

<sup>1.</sup> Warranty Period based on a maximum operation of 4000 hours per year.



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<sup>2.</sup> Warranty Period based on a maximum operation of 4500 hours per year

<sup>3.</sup> In the event of Product failure during the Warranty Period, such Product shall be replaced as follows: (i) 2 for 1 failed lamp replacement if failure occurs during the first year; (ii) 1 for 1 failed lamp replacement if failure occurs during the second year; and (iii) 1 for 2 failed lamp replacement if failure occurs during the final year of the Warranty Period.

<sup>4.</sup> In the event of Product failure during the Warranty Period, such Product shall be replaced as follows: (i) 2 for 1 failed lamp replacement if failure occurs during the first year; (ii) 1 for 1 failed lamp replacement if failure occurs during the second year; and (iii) 1 for 2 failed lamp replacement if failure occurs during the third or final year of the Warranty Period.

 $<sup>{\</sup>bf 5.\ Warranty\ Period\ commences\ on\ the\ date\ of\ manufacturing.}$ 



#### Warranty / Terms and Conditions

1. Applicability. These Terms and Conditions of Sale ("Terms") apply to the purchase of Seller's products and services (collectively the "Products"). As used herein: (1) "Seller" means Ubicquia LLC, its respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders, employees and contractors; (2) "Buyer" means the purchasing individual or entity as identified in the Sales Order; and (3) "Purchase Order" means the purchase order, electronic order or any other order submitted by Buyer. By submitting a Purchase Order, Buyer accepts and agrees to be bound by these Terms in their entirety. These Terms and the sales order issued by Seller in response to Buyer's Purchase Order (the "Sales Order") comprise the entire agreement between the Buyer and Seller (collectively the "Agreement"). This Agreement shall take precedence over any terms and conditions contained in Buyer's Purchase Order or other similar form or in any documentation incorporated by reference in Buyer's Purchase Order. No other terms, conditions or warranties shall be valid if not included in this Agreement, and no other agreement or understanding, oral or written, in any way purporting to modify this Agreement shall be binding on Seller. Neither Seller's subsequent lack of objection to any terms, nor the delivery of the Products, shall constitute an agreement by Seller to any terms inconsistent with this Agreement. In the event of any conflicting terms between these Terms and the Sales Order, the terms of the Sales Order shall prevail.

2. Orders. Acceptance of any Purchase Order is subject to credit approval by Seller and acceptance of the Purchase Order by Seller. No Purchase Order, whether or not submitted in response to a quotation by Seller, shall be binding upon Seller until Seller has accepted such Purchase Order by issuing a Sales Order. Purchase Orders must be signed by a duly authorized representative of Buyer and shall be sent to Seller's appointed representative. Provided the Purchase Order is acceptable, Seller will issue a Sales Order within seven (7) calendar days from receipt of the Purchase Order. Notwithstanding any dates specified in a Purchase Order, all purchase orders are subject to Seller's standard lead-times then in effect.

3. Price. The prices of the Products (including any discounts) are those prices specified in the Sales Order. Price quotations shall automatically expire in ninety (90) calendar days from the date issued, or as otherwise stated in the quotation. Unless provided otherwise, all currency stated shall be in U.S. Dollars. All prices are exclusive of any freight, shipping and handling, insurance, federal, state or local taxes, fees and duties, or any other similar amounts, all of which shall be at Buyer's exclusive cost. Any taxes, including without limitation sales, use or similar tax applicable to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If any exemption certificate

presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the tax and any penalties and interest related thereto.

4. Payment Terms. Unless provided otherwise in the Sales Order, a fifty percent (50%) deposit (as specified in the Sales Order) is due within thirty (30) calendar days from issuance of the Sales Order. The remaining balance is due within thirty (30) calendar days from issuance of Seller's final invoice, which shall be issued upon shipping. Such invoice will include any unbilled amounts, including without limitation, costs listed in Section 3 above. Payments shall not be subject to offset or setoff. Acceptance of partial payment by Seller shall not be a waiver of the right to be paid the remainder due. If Seller, in its sole discretion, determines that Buyer's ability to pay or credit becomes unsatisfactory or it has reasonable grounds for to be insecure as to payment, Seller reserves the right upon notice to Buyer, to demand adequate assurance of due performance from Buyer and/or terminate this Agreement with no liability to Seller. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend shipment of any Products until any past due amounts are received. Seller reserves the right to charge interest on all overdue accounts from the payment due date until paid at a rate of one and onehalf percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, plus all costs associated with the collection of such overdue accounts (including, without limitation, attorneys' fees). Seller shall have, and Buyer hereby grants to Seller, a security interest in all Products and all proceeds therefrom until such time as the entire purchase price is paid in full to Seller.

5. Cancellation. Once shipped, all sales are final and subject to Seller's Warranty, return and exchange policies. Buyer may cancel an order without any penalty within two (2) business days of placing a Purchase Order (the "Grace Period"). Any order cancelled after the Grace Period shall be subject to the following cancellation and restocking fee: (i) 50% of the deposit for any orders cancelled within four (4) weeks after the Grace Period; and (ii) 100% of the deposit for any order cancelled after four (4) weeks from the Grace Period and up to ten (10) calendar days from the expected shipping date. No cancellation will be allowed any time after ten (10) calendar days prior to the expected shipping date. Notwithstanding the foregoing, Buyer shall remain liable for any cost and out-of-pocket expenses incurred by Seller due to the cancellation.

6. Equal Functionality. While Seller intends to provide parts in accordance with original design requirements, Seller reserves the right to make part or product substitutions, provided that such substituted part or product has equal functionality as the item it replaces.

7. Delivery Title. All deliveries shall be Ex Works (Incoterms 2010) Seller (or Seller agent/manufacturer) plant or warehouse. Subject to Seller's security interest pursuant to Section 1 above, title and risk of loss shall transfer to Buyer



upon delivery, which shall be deemed to occur upon tendering of the Products to the carrier. Shipping dates will be specified by Seller in Sales Order and are subject to Seller's current shipping schedule. Shipping dates are estimates only and shall not constitute a binding commitment on Seller's part. Seller shall not be liable for any loss, damages or penalty resulting from any delayed shipment or for failure to perform due to causes beyond the reasonable control of Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an order does not entitle Buyer to cancel other ordered Products except as pursuant to terms of the cancellation policy stated in Section 5 above. Unless specified otherwise in the Sales Order, Buyer is responsible for all shipping and handling, and insurance costs. Buyer is liable for any cost and out-of-pocket expenses incurred by Seller as a result of delayed shipment attributable in whole or in part to Buyer. Buyer must request any delay of shipment in writing. Any request to delay a shipment beyond thirty (30) days must be pre-approved in writing by Seller and may result in additional storage fees.

8. Intellectual Property. Buyer acknowledges and agrees that Seller has and retains an interest in certain "Intellectual Property" associated with the Product(s), which Intellectual Property may include or, as the case may be, take one or more forms of: inventions, information, technical data and/or drawings, copyrights and applications therefore, patents and applications therefore, trademarks and applications therefore, know-how, trade secrets, and other related tangible and intangible intellectual property and proprietary rights throughout the world. All right, title and interest to said Intellectual Property remains with Seller unless otherwise affirmatively and expressly granted to another entity in writing in another agreement, and Buyer agrees it shall not, and it shall not attempt to, and it shall not direct or permit anyone else to, and it shall not direct or permit anyone else to attempt to, directly or indirectly: (i) copy, reverse engineer, decompile, translate, decrypt, disassemble, or circumvent any of the Product(s) or parts thereof; (ii) modify, adapt, or create derivative works of the Product(s) or documentation; (iii) remove, modify or conceal any product identification, copyright, confidential, proprietary or intellectual property notices or other marks; (iv) use the Product(s) in violation of any third party rights, or any local, state, national, or international law, rule or regulation; or (v) directly or indirectly violate or infringe any patent, license or other right of Seller pertaining to any of said Product(s).

 Software & SaaS Services. All software and SaaS Services are provided subject to Seller's standard license agreements located

https://ubi2018outlook.sharepoint.com/:f:/s/sopp/ EuvThKnhEkdLpRcfOHzeakYBHoVilelk7O5zuTX9B6YPIA?e=pb Sgkq, the terms of which are incorporated herein by reference as if fully set forth herein.

10. SIM Card; Connectivity & Data Usage. To the extent that Buyer is supplying SIM cards for use with the Products, Seller's standard lead time will begin upon receipt of such SIMs by or on behalf of Buyer. Any delay in Seller's receipt of the SIM cards will result in delayed shipment of the Products. Seller

shall not be responsible or liable for any costs or otherwise associated with any services or SIM cards provided by Buyer's mobile carrier. Seller's standard SaaS data usage and connectivity services requires node check-ins every six (6) hours ("Standard Usage"). Buyer acknowledges and agrees that any changes to the Standard Usage made by or at the direction of Buyer, or the use of additional sensors or third party applications may increase airtime and result in data overages and/or additional fees.

11. Limited Warranty. Seller warrants that from the date of shipment and for a period of 5 years, or such extended period as purchased by Buyer and specifically indicated on the Sales Order ( the "Warranty Period"), any hardware product purchased by Buyer will be free from defects in material and workmanship under normal use and operation for its intended purpose ("Warranty"). Buyer must send any Warranty claim to Seller in writing, promptly upon discovery of the defective or non-conforming product and, in any event, within the Warranty Period. Seller shall, in its sole discretion, either repair or replace the nonconforming hardware. Seller's sole and exclusive obligation and liability under this Warranty is to repair or replace (at Seller's discretion) any hardware that fails to conform to this Warranty during the Warranty Period. Such obligation shall be Buyer's sole remedy under this Warranty. The Warranty Period of any repaired or replaced hardware shall not extend beyond its original term. The Warranty does not apply if the hardware (i) has been repaired, altered, modified in any manner, or an addition made thereto, by persons other than Seller or its authorized representatives, or as approved by us in writing; (ii) has been damaged as the proximate cause of use with a non-Seller product; (iii) has been damaged due to a natural disaster; (iv) has been subject abuse, improper handling, alterations, misuse. modifications or repairs by Buyer or other third parties' negligence, abnormal or unusual physical environmental, electromagnetic or electrical stress, including lightning strikes, or accident; (v) has been damaged or impaired as the proximate cause of use with third party hardware, software or firmware; (vi) has not been properly installed, stored, handled, operated or maintained; or (vii) is not Seller's part or product. Prior to accepting any Warranty claim, Seller reserves the right to determine if the reported problem is hardware, power or network related. Buyer may not return any Products, under warranty claim or otherwise, without first reporting to Seller the reasons for such return and obtaining Seller's prior approval therefor, and then observing such reasonable instructions as Seller may give in authorizing any return. All claims must be sent to support@ubicquia.com. To the extent the Product is eligible for warranty repair or replacement, Seller shall be responsible for shipping and handling fees associated with any such Product; otherwise Buyer is responsible for risk of loss, shipping and handling fees associated with any returned Products. SELLER DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO SELLER'S PRODUCTS OR SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHER



WARRANTIES. BUYER ACKNOWLEDGES THAT NEITHER SELLER OR SELLER'S THIRD-PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMINICATION FACILITIES, INCLUDING THE INTERNET, AND SELLER'S PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERUPTIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATION FACILITIES. SELLER'S AND SELLER'S THIRD-PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY INTERUPTIONS, DELAYS, DELIVERY FAILURES, DATA LOSS, LOSS OF PROFIT, LOSS OF USE OR OTHER DAMAGE RESULTING FROM ANY OF THE FOREGOING INCLUDING ACTS OF GOD. IN ADDITION, SELLER DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS AND SERVICES WILL BE ERROR-FREE OR THAT OPERATION WILL BE UNINTERRUPTED. 12. Indemnification. Buyer will defend, indemnify, and hold harmless Seller from and against any losses, expenses (including reasonable attorneys' fees), claims and liability arising out of or occurring in connection with (i) the gross negligence or willful misconduct of Buyer, its employees or agents; (ii) any misuse or unauthorized modification of the Product(s) by Buyer, its employees or agents; (iii) any act (or failure to act) by Buyer, its employees or agents in contravention of any safety procedures or instructions provided by Seller; or (iv) the failure to store, install, operate, or maintain the Product(s) in accordance with Seller's instructions. Seller will defend, indemnify, and hold harmless Buyer from and against any losses, expenses (including reasonable attorneys' fees), claims and liability arising out of or occurring in connection with the gross negligence or willful misconduct of Seller.

13. Service & Support. All service and support requests shall be sent to support@ubicquia.com.

14. Confidentiality. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, designs, plans, drawings, pricing, discounts or rebates, data, and other documents Seller discloses to Buyer, whether in writing or orally, electronically or other form or media and regardless whether marked, designated or otherwise identified as "confidential," or "proprietary," in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Buyer will promptly return, upon Seller's request, or destroy, upon Seller's request, all documents and other materials received from Seller. Seller will be entitled to injunctive relief for any violation of this Section 15, without having to post bond or establish the insufficiency of a remedy at law. This Section does not apply to any information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

15. Limitation of Liability. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, LOSS OF PROFITS OR

REVENUE, COST OF CAPITAL, LOST GOODWILL, COST OF PURCHASED OR REPLACEMENT PRODUCTS, CLAIMS FOR SERVICE INTERRUPTIONS, IMPAIRMENT OF OTHER ASSETS, OR OTHERWISE, AND IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER'S TOTAL LIABILITY TO BUYER, BUYER'S CUSTOMERS OR TO ANY OTHER PERSON EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO THE CLAIM.

16. Governing Law. This Agreement shall be governed by the laws of the State of Florida (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods, and any rules of private international law or the conflict of laws that would lead to the application of any other laws). Any dispute arising under or relating to the Agreement or the transactions contemplated therein shall be litigated in the state or federal courts of Brevard County, Florida. Buyer voluntarily and irrevocably submits to the jurisdiction of such courts in any action or proceeding and hereby waives any objection it may now or hereafter have to venue or to convenience of forum. Buyer and Seller hereby knowingly and willingly waive their right to trial by jury.

17. Trade Compliance. Seller's Products and technology are subject to U.S. and local export control laws and regulations. Buyer agrees to ascertain and comply with all applicable export and re-export laws and regulations, including without limitation any U.S. export and re-export controls and economic sanctions, regulations and restrictions. In addition, Buyer will review and comply with any applicable national export compliance laws and regulations in Buyer's home country that may impact the importation of the sale of the Products to Buyer. Buyer shall obtain all permits, authorizations or licenses necessary to perform its obligations hereunder. Customs duties, taxes, tariffs, import fees, premiums or other surcharges (if any) shall be paid by Buyer. 18. Force Majeure. Seller shall not be liable for any default or delay in performance if caused directly or indirectly by acts of God, war, force or arms, riots, revolution, strikes, labor disputes, sabotage, civil commotion, fire, flood, assertions by third parties of infringement claims, late or non-delivery by suppliers to Seller, lack of adequate production capacity, failure or delay in plant start-up, breakdown of machinery or shortages of raw materials, power, or equipment, local, federal, or foreign governmental prohibitions or limitations on performance, and all other contingencies beyond the reasonable control of Seller which render performance commercially impracticable.

19. Miscellaneous. a. Independent Contractors. Nothing contained herein shall create a partnership, joint venture or other relationship. Neither Buyer or Seller shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. b. Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part



thereof and the remaining part thereof and all other provisions shall continue in full force and effect. c. Assignment. Neither this Agreement nor any right or obligation under this Agreement may be assigned by a party without the other's prior written consent, such consent not to be unreasonably withheld or delayed. Any attempted assignment shall be void and of no effect. Notwithstanding the foregoing, Seller may freely assign this Agreement or any of its rights or obligations to any corporation, firm, company or other d. Notices. All notices shall be in writing and to the addresses set in the sale order. Notices shall be deemed to have been given (i) one day after deposit with a commercial overnight express courier, or (ii) 5 days for international express courier with written verification of receipt.

e. Survival. Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of this Agreement will continue in full force and effect after such termination, expiry or completion. f. Entire Agreement. This Agreement shall constitute the entire agreement between the parties, and no other terms and conditions, whether oral or written, shall have any force and effect unless agreed to in writing by Seller. g. Amendment. These Terms may be amended or supplemented only by a separate, signed agreement expressly amending or supplementing one or more of these terms and conditions and signed by a duly authorized representative of Seller and Buyer



## VALMONT INDUSTRIES, INC. STANDARD TERMS AND CONDITIONS OF SALE

AGREEMENT: This document ("Document") contains the complete and exclusive terms and conditions (the "Terms and Conditions") of sale by Valmont Industries, Inc. ("Supplier"), to Purchaser, of products, materials, other goods, or equipment ("Product") along with any ancillary labor or services (collectively, the "Work"), and are applicable to all quotations, proposals, and purchase orders by and between Supplier and Purchaser. Whether this Document is a quote, an invoice, or otherwise, the Terms and Conditions of the parties' agreement shall consist solely of the Terms and Conditions contained in this Document, any invoices generated in connection herewith, and any written addenda to the foregoing that are signed by Purchaser and Supplier (all of which are hereinafter collectively referred to as the "Agreement"). Any additional or different terms contained in any purchase order (the "Order"), or other document submitted by Purchaser to Supplier, and all previous communications, representations, or agreements, whether oral or written, between the parties with respect to the subject matter hereof, shall be deemed rejected, unless expressly accepted in writing by Supplier. In no event shall Supplier's silence or failure to respond to any such additional or different terms be deemed to constitute acceptance or approval thereof. If there is a conflict between the terms of these Terms and Conditions and an Order or similar document issued by Customer, the terms of these Terms and Conditions shall control.

ACCEPTANCE: If this Document is a quotation, then the offer contained herein shall remain open for thirty (30) days from the date it was issued, unless otherwise specified pursuant to a Supplier quotation or proposal, and Purchaser shall be deemed to have accepted the Terms and Conditions contained herein upon the earlier of: (1) Purchaser's return of this Document or any other document accompanying this Agreement to Supplier by fax or any other means; (2) Supplier's receipt of any Order or any other writing from Purchaser and these Terms and Conditions shall take precedence over any terms accompanying such Order; or (3) Supplier's delivery of any Product to Purchaser. To the extent an invoice from Supplier is in any way deemed to be an acceptance of an offer of the Purchaser, any such acceptance of the Supplier is expressly conditioned upon the consent of the Purchaser to these Terms and Conditions.

CANCELLATION: Cancellations of an Order must be requested by Purchaser in writing and approved by Supplier in writing. Any Order cancelled after Work is initiated by Supplier shall incur a cancellation fee, such fee to be determined by Supplier in its reasonable discretion, and shall include, without limitation, all costs for any material ordered and Work done prior to cancellation, and the cost of cancelling any orders or agreements with Supplier's vendors or subcontractors, each with a reasonable profit margin thereon. If, in Supplier's reasonable opinion, there shall be any material adverse change in Purchaser's financial condition or in the conduct of Purchaser's business, Supplier may, in its sole discretion, treat any Order as though it had been cancelled by Purchaser.

MODIFICATIONS & CHANGE ORDERS: For any changes requested by Purchaser, Supplier reserves the right to (i) increase the purchase price of the Work to compensate Supplier for the labor and material costs, plus a reasonable percentage of such actual cost for overhead and profit and (ii) equitably adjust the schedule associated with any change order submitted by Purchaser in writing to Supplier. Any modifications to the Agreement must be in writing and signed by duly authorized representatives of both parties, and any such price increases will be deemed part of the Order.

LIMITED WARRANTY: Supplier warrants the Product to be free of material and workmanship defects for one (1) year from the date of shipment for all Products, with the option to contractually extend. Notwithstanding the foregoing, Supplier warranty shall be three (3) years from the date of shipment for composite lighting structures, and five (5) years from the date of shipment for Smart.Node and Smart.Pole products. Supplier further warrants the finish system to be free from material and workmanship defects for one (1) year from date of shipment, with the option to contractually extend. Notwithstanding the foregoing, in no event shall the foregoing warranties include third-party components incorporated into a Product, and all warranties shall only extend to the original buyer or end-user. The limited warranties herein shall be contingent upon Purchasers strict adherence and compliance with the Valmont Structures Maintenance Policy, a copy of which can be provided upon request of Purchaser.

For any Product manufactured using items supplied by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the design, fabrication, or manufacture of the items supplied. Such items shall carry only the respective designer's, fabricator's, or manufacturer's warranty, if any. For Product manufactured or fabricated by Supplier according to specifications or designs provided by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the adequacy or sufficiency of the specifications or designs themselves. Unless otherwise agreed in writing, all warranty claims alleging defects of materials or workmanship must be submitted in writing within seven (7) days after the discovery of the defect or such claim shall be considered waived. If Supplier breaches any warranty provided to Purchaser in this Document, and if Purchaser notifies Supplier of such breach at or prior to the end of the warranty period applicable thereto and in accordance with this provision, Supplier shall, at its option, either replace or repair the nonconforming Product, F.O.B. Supplier's plant, or refund all amounts paid by Purchaser to Supplier for such Product. The sole purpose of this remedy is to provide Purchaser with the repair or replacement of the defective Product or, at Supplier's option, to refund the price paid by Purchaser for such defective Product. This remedy shall not be deemed to have failed of its essential purpose so long as Supplier is willing to take one of the foregoing actions. Supplier shall have sixty (60) days after its receipt of a written notice specifying a warranty claim to review the claim, confirm applicability of warranty, and commence a diligent attempt to remedy the claim. Supplier will not accept Product returned to it for repair or replacement unless the return or correction is authorized by Supplier in writing. Supplier's obligation to repair or replace any defective Product shall not include any obligation to resimburse the Purchaser for transportation, installation, removal, u

THIS WARRANTY EXCLUDES (I) FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT; (II) DAMAGE CAUSED BY IMPROPER INSTALLATION, OVERLOADING, MISUSE, ABUSE, ACCIDENT OR NEGLECT; AND (III) ALTERATIONS, MODIFICATIONS, OR ADDITIONS MADE TO THE PRODUCT UNLESS THE CHANGE IS ACKNOWLEDGED AND ACCEPTED, IN ADVANCE IN WRITING BY SUPPLIER. FURTHER, LABOR REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS SHALL BE THE RESPONSIBILITY OF THE PURCHASER AND IF THE PRODUCTS ARE TO BE USED ON AN EXISTING FOUNDATION OR ON OTHER STRUCTURES, THE PURCHASER ASSUMES ALL RESPONSIBILITY FOR THE STRUCTURAL INTEGRITY OF THE EXISTING FOUNDATION, ANCHORAGE OR STRUCTURES AND ALL THE CONSEQUENCES ARISING THEREFROM.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY SUPPLIER, AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT, OR SUPPLIER'S OPTION OF REFUNDING THE PRICE PAID BY PURCHASER, SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, LIQUIDATED, INCIDENTAL, OR OTHERWISE (INCLUDING LOST PROFITS, LOSS OF CONSTRUCTION BONUS OR INCENTIVES), RESULTING FROM THE POSSESSION, INSTALLATION, ERECTION, START-UP, USE, MAINTENANCE, OPERATION, REMOVAL, OR RESALE OF SUPPLIER'S PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE. NO PERSON HAS THE AUTHORITY TO BIND THE SUPPLIER TO ANY REPRESENTATION OR WARRANTY OTHER THAN THE FOREGOING LIMITED WARRANTIES AS DISCLAIMED.

DELIVERY, FREIGHT & RISK OF LOSS: Unless otherwise stated in the quotation, all Products are sold F.O.B. factory, full freight allowed, within the continental United States, consisting of the lower 48 contiguous states, unless otherwise specified and agreed to in writing. For all other shipment destinations, freight charges will be prepaid to the nearest port of exit with all other applicable charges from said point of delivery being the responsibility of Purchaser, unless otherwise specified and agreed to in writing. The method of shipment will be solely determined by Supplier, using a common carrier of Supplier's choice, and shipping costs will be pre-paid by Supplier and invoiced to Purchaser unless other arrangements have been agreed to in writing by both parties prior to the shipment of any Product. The Purchaser assumes and will pay all charges for special packaging and/or services such as cartage, airfreight, express deliveries, parcel post and multiple deliveries on one Order. Freight charges for anchor bolts or accessories shipped independent of the Product (at the Purchaser's request) may be billed separately and shall be paid by the Purchaser, unless otherwise specified and agreed to in writing. Freight for Orders less than \$3,000 may be prepaid and charged to the Purchases, and Orders less than \$500 may incur an additional processing fee. Risk of Loss, including transportation delays and losses, shall pass to Purchaser upon the earlier of (i) completion of the Product's manufacture, if shipment is to be collected by Purchaser or if shipment is delayed by Purchaser or (ii) delivery of the Product to the Purchaser in cases where shipment is F.O.B. destination, or (iii) delivery of the Product to the carrier in cases where shipment is F.O.B. point of shipment. Purchaser may inspect the Product at Supplier's facility or provide for inspection at the point of receipt of shipment. Any inspections at Supplier's facility shall be arranged at mutually acceptable times and in accordance with Supplier's rules and procedures for granting external inspectors access to facilities, and an inspection agenda and inspection criteria will be agreed upon in advance of any such inspection. Any delivery dates set forth on (i) Supplier's quotation or proposal or (ii) an Order shall be estimates only, and Supplier shall not be responsible for late delivery of any Product.

PRICING: All prices and discounts are subject to change without advance notice except those shown on a specific quotation indicating the prices to be firm for a specified number of days from the date of the quotation. Notwithstanding the foregoing, all pricing errors and clerical errors are subject to correction by Supplier immediately upon written notice to Purchaser. For quotations accepted by Purchaser, Purchaser agrees that if the contract documents, designs or the prices of raw materials change from those contained in the quotation, Supplier has a right to: (i) charge additional compensation for increased costs, including, without limitation, costs related to freight and raw materials and/or tariffs, as well as for increased margin associated therewith; and (ii) additional time. Orders delayed or put on Purchaser hold may not be price protected beyond the date of a general price increase announcement.

CLAIMS OF DAMAGED OR MISSING PRODUCT: Purchaser shall inspect all Product immediately upon receipt to ensure all materials are accounted for and in good condition. In addition, Product received with protective covering, which may be used for protection during shipment, should be unwrapped immediately to avoid any staining of the Product due to exposure to moisture during transportation. If anything is found to be missing, incorrect, or damaged, Supplier must be notified within 72 hours of receipt of shipment at destination. FAILURE TO DO SO SHALL BE DEEMED ACCEPTANCE BY PURCHASER AND WILL THEREBY RELEASE SUPPLIER OF ALL LIABILITY THEREFOR. Under no conditions shall Supplier be liable for any back charges with regard to labor, equipment, or lost time due to shortages or damaged Products.

RETURNS: Supplier will not accept returns for custom-made Product for any reason, provided that Supplier will accept returns made solely for repair or replacement under the foregoing limited warranty set forth in these Terms and Conditions, but only if Supplier has previously authorized said returns in writing. Standard (non-custom) Product may not be returned without the prior written consent of Supplier obtained within thirty (30) days after shipment, and only upon the following conditions: (i) all returned Product must be in excellent and merchantable condition and in the original packaging; (ii) the outbound and return freight must be pre-paid; and (iii) the return is subject to certain charges depending on the handling/restocking, as well as the current pricing and product.

INSTALLATION: Purchaser shall be solely responsible at its cost for the installation, erection, and maintenance of the Product. Although Supplier may, in some cases, provide data, manuals, instructions, designs, drawings or specifications to aid Purchaser with installation or start-up, SUPPLIER ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR SUPPORT OF THE PRODUCT AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH DESIGN, ENGINEERING, INSTALLATION OR SUPPORT, WHETHER OR NOT DATA, MANUALS, INSTRUCTIONS, DESIGNS, DRAWINGS OR SPECIFICATIONS ARE PROVIDED.

DELAYS: Supplier will deliver or ship with reasonable promptness, but shall not be liable for loss, detention, or delay for any reason. IN NO EVENT SHALL SUPPLIER BE LIABLE TO PURCHASER FOR ANY DAMAGES ARISING FROM FAILURE OR DELAY IN DELIVERY, LOSS OF USE OR FOR OTHER LIQUIDATED, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER.

FORCE MAJEURE: In no event shall the failure or omission by the Supplier in the performance of any of its obligation under this Agreement be deemed a breach of this Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the reasonable control of the Supplier, including but not limited to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, plague, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, legal restrictions, strike, lock out and transportation embargoes, acts of terrorism, riots, fires, floods, storms, earthquake or other elements of nature, systemic electrical, telecommunications or other utility failure. IN ANY SUCH EVENT, SUPPLIER SHALL HAVE SUCH ADDITIONAL TIME WITHIN WHICH TO PERFORM AS MAY BE REASONABLE AND NECESSARY.

LIMITATION OF LIABILITY: SUBJECT TO THE TERMS OF THE LIMITED WARRANTY CONTAINED HEREIN, SUPPLIER'S LIABILITY SHALL BE LIMITED TO A REFUND OF AMOUNTS PREVIOUSLY PAID TO SUPPLIER BY PURCHASER UNDER THE APPLICABLE ORDER. IN NO EVENT SHALL PURCHASER BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS BY PURCHASER'S CUSTOMER, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES FOR BREACH OF WARRANTY OR FOR ANY LOSS OF DATA, PROFITS OR USE OF THE PRODUCT. Supplier further reserves the right, in its sole discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such.

CREDIT APPROVAL & SECURITY FOR PAYMENT: Supplier's acceptance of any Order by Purchaser is subject to Supplier's approval of Purchaser's credit, and Supplier may at any time decline to make any shipment or delivery, or to perform any Work, except upon receipt of payment or security, or upon such other terms as may be satisfactory to Supplier. To secure the payment of any and all amounts due Supplier under this Agreement or any other contract between the parties, Supplier retains and the Purchaser grants to Supplier a security interest in the Work purchased hereunder and agrees to execute and deliver to Supplier such financing statements or to take any other action necessary to perfect Supplier's security interest as Supplier may reasonably request.

INVOICES, PAYMENT, LATE CHARGES & TAXES: Payment terms are NET thirty (30) days from the date of Supplier's invoice, unless otherwise specified and approved in advance in writing from the Supplier. Invoices will be rendered upon shipment of each Order to Purchaser. All payments shall be made to the "remit to" location as stated on the Supplier's invoice. Supplier reserves the right to invoice, and Purchaser agrees to pay for, any or all Product ready for shipment, together with expenses, costs, and losses associated therewith, whenever shipment is delayed pursuant to Purchaser's written instructions or for other reasons beyond Supplier's control. Invoices for anchor bolts shipped in advance of the Product may be billed at the time of shipment. If a change in law or regulation, including but not limited to any changes to import/export restrictions or regulations significantly impacts the economics of this Agreement for Supplier, Supplier may initiate good faith negotiations to amend the Order. If negotiations fail to reach a mutually acceptable amendment within thirty (30) days, Supplier may terminate this Agreement and any associated Order upon ten (10) days written notice with no further liability.

Balances remaining unpaid thirty (30) days after invoicing will accrue interest at the Interest Rate from the date payment was originally due until the date of payment. The "Interest Rate" shall mean the lesser of (i) two percent (2%) per month or (ii) the maximum rate permitted by applicable law. All costs of collection, including attorneys' fees or fees paid to a collection agency shall be paid by Purchaser, all of which shall be added to the balance of the amount owed to Supplier. Supplier may also suspend performance if payment is not made within thirty (30) days from the date of invoice. Upon resumption after suspension, Supplier shall be entitled to payment for costs of suspension and resumption and entitled to an extension of any time for supply of the Product or performance of the Work. Any tax or other charge imposed by law on the sale of the Product, or the performance of Work shall be paid by the Purchaser, unless the law specifically provides that such payment must be absorbed by Supplier. Such tax is not included in the quotation but shall appear as a line item in an invoice. Purchaser shall inform the Supplier, in advance in writing, of such taxes or other charges imposed by state, municipal, or other law that are to be paid by the Supplier. Any exemption or resale certificate must be provided to Supplier prior to its issuance of an invoice. No retainage shall be held from Supplier. Payments to Supplier shall not be contingent on payment to Purchaser from a third party. Supplier shall not be required to supply any bonds in connection with the Product.

If Purchaser in good faith disputes a portion of any invoice, the undisputed amount shall be paid when due. Purchaser shall immediately notify Supplier of the basis for such dispute, setting forth the details of the dispute in reasonable specificity. Representatives for each party shall cooperate to amicably and promptly resolve the dispute. Upon resolution of any dispute, if all or any portion of the disputed amount is determined to have been due, then Purchaser shall pay within five (5) days of the resolution of such dispute the amount determined to have been due plus interest thereon at the Interest Rate from the date payment was originally due until the date of payment. ORDERS PUT ON HOLD OR POSTPONED DELIVERY DATES: If Purchaser places the Order "on hold" for a period greater than thirty (30) days, Supplier may invoice Purchaser for Work completed to that date. If Purchaser postpones the shipment or delivery date despite Supplier's substantial completion of the Order, Purchaser agrees to sign a "Bill and Hold Authorization" form allowing Supplier to invoice Purchaser in full as of the original shipment date. Purchaser agrees to comply with the payment terms set by Supplier, unless otherwise agreed in writing by both parties. If Purchaser requests that Supplier hold the shipment and retain the Product, then title and risk of loss will pass to Purchaser upon completion of the Order or the agreed-upon shipment date, whichever is earlier. In such event, Supplier shall not be considered a bailee and shall not be responsible for the loss and/or damage to the Product whether by bailment or otherwise, and Purchaser agrees to insure the Product and be responsible for any loss or damage to the Product, unless such loss or damage arises from Supplier's willful misconduct or gross negligence. Supplier's insurance coverage, if any, shall be deemed to be secondary to any insurance of Purchaser.

UNCOLLECTED ORDERS AND STORAGE: Should Purchaser arrange for collection of an Order, Supplier, in its sole discretion, shall have the right to invoice Purchaser if the Order has not been collected by Purchaser after thirty (30) days from being notified by e-mail that the Order is available for collection. Supplier will invoice Purchaser for the Product purchase price and assess tax at the local tax authority tax rate. Risk of loss shall pass to Purchaser upon such invoice and title to the Product shall pass to Purchaser upon payment of such invoice. In such event, Supplier shall not be considered a bailee and shall not be responsible for the loss and/or damage to the Product whether by bailment or otherwise, and Purchaser agrees to insure the Product and be responsible for any loss or damage to the Product, unless such loss or damage arises from Supplier's willful misconduct or gross negligence. Supplier, in its sole discretion, may assess a storage charge of a minimum of \$50.00 per day until such time Purchaser collects the Product from Supplier or modifies shipping arrangements with Supplier, in writing.

DEFAULT OF PURCHASER: In the event that (i) Purchaser fails to pay any invoice when due; (ii) Purchaser breaches this Agreement or any other contract with Supplier or any of its affiliated companies; or (iii) Purchaser's financial strength becomes unsatisfactory, Purchaser shall thereby be in default, and Supplier reserves the right, in its sole discretion, to do any one or more of the following; (i) cancel this Agreement and any Work in progress, shipments, and pending Orders without further notice and without liability to Supplier; (ii) declare all sums owing from Purchaser to Supplier to be due and payable; (iii) require payment in advance of performance; (iv) foreclose any security interest; (v) require other security satisfactory to Supplier. Purchaser shall be liable to Supplier for all damages, whether direct, indirect, consequential, special or any other kind of damages, caused by or arising out of any breach of the Agreement, including attorneys' fees, provided that the exercise of any rights under the Agreement shall not bar Supplier from exercising its rights under the UCC or any other applicable law. The Purchaser waives any applicable statutory exemptions and shall pay all expenses incurred by Supplier in the collection of the amounts due under the Agreement, including attorneys' fees.

PROPRIETARY NOTICE: All drawings, calculations, design elements, and engineering work provided by Supplier and arising out of or evolving as a result of Supplier's rendering Work to Purchaser or providing and designing systems and Products for Purchaser's use, are considered Supplier's proprietary information, whether patentable or not. Purchaser agrees not to attempt to enforce against Supplier or other clients or customers of Supplier any patent rights or other intellectual property rights, the scope of which includes a system, process, business method or intellectual property right utilizing Products delivered or Work performed hereunder by Supplier. Purchaser agrees to hold all such information as strictly confidential. Reproduction or distribution of any Supplier supplied drawings without Supplier's advance written consent is expressly prohibited.

INDEMNIFICATION & GOVERNING LAW: To the extent permitted by law, Purchaser shall indemnify and hold Supplier hamaless from all expenses (including attorneys' fees), claims, demands, suits, judgments, actions, costs, and liabilities (including without limitation those alleging Supplier's own negligence) which may arise from, relate to, or be connected with the Purchaser's possession, installation, erection, start-up, use, maintenance, operation, removal, or resale of the Product described herein and any manuals, instructions, designs, drawings or specifications related thereto. All disputes relating to the execution, interpretation, construction or enforcement of the rights and obligations of the parties hereto shall be governed by the laws of and resolved in the State and Federal courts in the State of Nebraska, and the parties hereby consent to venue in Omaha, Nebraska. THE PURCHASER AND SUPPLIER EACH HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY CLAIM (INCLUDING COUNTERCLAIMS) ARISING WITH RESPECT TO THE WORK PURCHASED HEREUNDER. Any lawsuit based on or related in any way to the Agreement, or the Work described therein, must be commenced within one (1) year after delivery of the Product or performance of the Work to the Purchaser or it shall be barred.

SEVERABILITY: If any portion of the Terms and Conditions of this Agreement is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the parties further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

FAILURE TO ENFORCE: The failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of such provision or provisions, nor prevent Supplier thereafter from enforcing each and every other provision of the Terms and Conditions of this Agreement.

ASSIGNMENT: Neither these Terms and Conditions nor any proposal or quotation provided by Supplier nor Order is assignable by Purchaser without Supplier's prior written consent. Supplier hereby reserves the right to assign, subcontract, or delegate responsibilities of the Order without prior approval of Purchaser. Any such transfer shall not relieve Supplier from its obligations pursuant to the Order and these Terms and Conditions.

NOTICE: Any and all notices or other communications required or desired to be made under the Terms and Conditions of the Agreement shall be made in writing and given or served in person, electronic mail, or certified mail, return receipt requested, postage prepaid, to the person executing this Agreement or, in their absence of employment, to the address indicated on the Order or proposal or quotation. Notice given in accordance with the foregoing shall be deemed served, if in person, when delivered, if by electronic mail, when actually received, or if by certified mail, on the third business day after the mailing date.

# Exhibit B CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

- **A. Insurance.** Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:
  - 1. <u>Commercial General Liability</u>: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

**Limits:** Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. <u>Business Auto Insurance</u>: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

**Limits:** All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. <u>Worker's Compensation and Employer's Liability</u>: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. <u>Professional Liability</u> (*if applicable*): *Unless excused by the Agreement with the City*, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. <u>Cyber Insurance</u> (*if applicable*): *IF* accessing the City's network or City's data, *THEN* maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

**Limits:** Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

- **B. Exposure Limits.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.
- **C. Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

#### **D.** Verification of Coverage

- 1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
- 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
- When any of the insurance coverages are required to remain in force after final
  payment, additional certificates with appropriate endorsements evidencing
  continuation of such coverage must be submitted along with the application for
  final payment.
- 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- **E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.
- **F. Subcontractor's Insurance**: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.