SYSTEM OVERVIEW

Quote #	3-10656-1
Date	2019/02/06 12:6:32
Project Name	LADD, Exeter, RI 020619
Location	Main St Exeter RI 02822
Dimensions	Refer to photometric layout
Application	Street

Engineered smart. Built tough. Accurately sized.
Guaranteed reliability for 10 years.

At Sol, we develop products that we believe in: our EverGen solar light will perform exactly as promised—throughout its lifespan.

This detailed overview combines the complex algorithms of our sizing engine with the experience of our in-house lighting experts to give you the most reliable and cost-effective product for your location. Your EverGen model includes standard features such as LightGuard maintenance notifications, a warm light color temperature, and dark-sky lighting controls.

SOLAR ENGINE DETAILS

Model	EverGen® M Series
System Color	NF
Tilt Angle	30 Degrees
Solar Panel Wattage	340W

BATTERY DETAILS

Battery Type	GEL
Battery Quantity	2
Battery Capacity	95.0
Battery Location	HIGH

FIXTURE DETAILS

LED Fixture	XSP1HO
Fixture Color	SV
Optical Distribution Type	2LG
Individual Fixture Wattage	28 W
Light Color Temp.	3000 K
Lumens per Fixture (approx.)	3942 Lumens
Fixtures per System	1

OPERATING DETAILS

Latitude	42N
Longitude	72W
Solar Insolation	2.49 kWh/m²/day
Longest Night	14.8 hrs
Day/Night Transitioning	Solar panel voltage
Autonomy	4.14
Array-to-Load Ratio	1.33

REMOTE MONITORING

LightGuard™	Maintenance notifications

EVERGEN-NF-2-170-2-GEL5-HIGH-N-30-1-XSP1HO-2LG-30K-SV-ALBTD-25-120-4FT-28-D2D-RTA25E1C4NF

Warranty Details

Battery	5 Years
Solar PV Panel Output Power	Manufacturer's Warranty — Minimum 20 Years
Mounting Hardware	10 Years
Pole (if provided)	Lifetime Excluding Finish
LED Fixture	Manufacturer's Warranty — 10 Year Limited Excluding Finish
Electronics (Charge Controller, LED Driver)	10 Years

Additional Details

Weight (with Batteries)	246 lb (111.68 kg)
EPA	17.1 Sq Ft (1.59 Sq m)
Tenon Requirements	3.5" OD x 6" long (88.9mm OD x 152.4mm long)

Pole Type	Aluminum Bolt Down
Pole Length	25FT
Wind Zone	120 MPH
Arm Type	4FT

Operating Profile

On at dusk at 100% lumen output - then off at dawn

System Certifications

Solar Engine	CE 2004-108-CE, EN 55015, EN 61547 for emissions and immunity.
Panels	UL 1703, IEC 61215, IEC 61730, conformity to CE.
Fixture	cULus Listed, suitable for wet locations, CALTrans 611 Vibration testing. Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards. RoHS

Represented in your region by:

Specifications subject to local environmental conditions.
Specifications may be subject to change.
US and International patents apply. Other patents pending.
"Sol" logo is a trademark of Carmanah Technologies Corp.

All Carmanah products are manufactured in facilities that are certified to ISO quality standards.
Document: System-Overview_RevC

Programmed or custom run modes include:

- Hrs after Dusk: 03, 05, 07, 09 or All Night
- Dimming Percentage: None, 30%,
- Hours Before Dawn: 02, or All Night

FEATURES

- Bluetooth and App for local configuration and testing
- Satellite modem for remote monitoring
- Solar panel and battery overvoltage protection
- LED short circuit protection and unconnected LED protection
- Internal PV disconnect (no external diodes required)
- Reverse battery polarity protection
- Self calibrating load, timing, and charging circuitry

BENEFITS

- Flexible operating modes (dusk-to-dawn, split night, split night with dimming)
- Fully tested at the Sol factory before installation and shipment to ensure reliable operation and trouble-free startup
- Programmed by Sol based on your project requirements eliminating confusing switch and knob setting
- Bluetooth and app for simple and secure setup
- Integrated MPPT charging and LED driving system reduces system failures, overall system complexity and cost
- Integrated surge protection and noise reduction
- Keyed connectors for simple and reliable assembly
- Temperature compensated and MPPT controlled battery charging to maximize battery life and energy collection
- High temperature charge compensation to ensure component longevity
- Ruggeddized solid state design ensures long life and no maintenance
- Memory averaging to ensure accurate turn on and turn off of lights to prevent false response due to weather variations
- Ten year limited warranty

EverGEN®
Solar Light Controller/LED Driver

TECHNICAL

FEATURE	VALUE
ELECTRICAL	
Operating Voltage	12/24 VDC
Operating Current	25A max
LED Drive Current	3.5A max. 100W
Lamp Drive Voltage	65 VDC max.
PV Voltage Input	55 VDC max.
Low Voltage Disconnect (LVD)	11.6 / 23.2 VDC
Low Voltage Reconnect (LVR)	12.1 / 24.2 VDC
CHARGING	
Self-consumption	< 5 mA
Charging Method	Maximum Power Point Tracking (MPPT)
Battery Fuse, External	30A max.
COMMUNICATION	
Local Control	Bluetooth and app
Remote Monitoring	Satellite modem to Lightguard web and API
PHYSICAL	
Operating Temperature	-40 to +60 °C (-40 to +140 °F)
Humidity	100% Condensing
Packaging	Aluminum heatsink, polycarbonate cover, gasket and vent, IP68
Weight	0.74 kg (26 oz.)
Size (L x W x H)	234.7 x 98.7 x 71.0 mm (9.2 x 3.9 x 2.8 in)

Top View

Side View

Specifications subject to local environmental conditions.
Specifications may be subject to change.
US and International patents apply. Other patents pending.
"Carmanah" and "Sol" logo are trademarks of Carmanah Technologies Corp.

All Carmanah products are manufactured in facilities that are certified to ISO quality standards.
Document: EverGEN M EMS_Spec_Sheet_RevA

XSP High Output Series

XSP1™ High Output LED Street/Area Luminaire – Single Module

Designed from the ground up as a totally optimized LED street and area lighting system, the XSP High Output Series delivers incredible efficacy without sacrificing application performance. Beyond substantial energy savings and reduced maintenance, Cree achieves greater optical control with our NanoOptic® Precision Delivery Grid™ optic when compared to traditional cobra head luminaires. The XSP High Output Series is the better alternative for traditional street and area lighting with quick payback and improved performance.

Applications: Roadway, parking lots, walkways, and general area spaces

Weight: 14.5 lbs (6.6 kg)

PERFORMANCE SUMMARY

NanoOptic® Precision Delivery Grid™ optic

Made in the U.S.A. of U.S. and imported parts

Initial Delivered Lumens: Up to 11,163

Efficacy: 152 - 110 LPW

CRI: Minimum 70 CRI

CCT: 3000K (+/- 300K); 4000K (+/- 300K); 5700K (+/- 500K)

Limited Warranty*: 10 years on luminaire / 10 years on Colorfast DeltaGuard® finish

* See http://lighting.cree.com/warranty for warranty terms.

OPTIONS

Product	Mounting	Optic	Input Power*	CCT	Voltage	Color Options	Options
BXSP1-HO	**HT** Horizontal Tenon	**2LG** Type II Long **3ME** Type III Medium **4ME** Type IV Medium	**10-100W** (based on location and profile)	**30K** 3000K **40K** 4000K **57K** 5700K	**DC**	**BK** Black **BZ** Bronze **SV** Silver	**Powered by EverGen EMS**

* Please refer to System Overview page for your exact fixture specifications.

XSP1™ High Output LED Street/Area Luminaire – Single Module

PRODUCT SPECIFICATIONS

Construction and Materials

- Die cast aluminum housing
- Tool-less entry
- Mounts on 1.25” (32mm) IP, 1.66” (42mm) O.D. or 2” (51mm) IP, 2.375” (60mm) O.D. horizontal tenon (minimum 8” [203mm] in length) and is adjustable +/- 5° to allow for fixture leveling (includes two axis T-level to aid in leveling)
- Luminaire secures with two mounting bolts standard
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation, and abrasion. Black, bronze, and silver are available.
- Weight: 14.5 lbs (6.6 kg)

Electrical System

- **Input Voltage:** 12VDC

Regulatory and Voluntary Qualifications

- cULus listed
- Suitable for wet locations
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- Meets CALTrans 611 Vibration testing
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions
- DLC Standard qualified when ordered with 30K, and DLC Premium qualified when ordered with 40K and 57K. Please refer to www.designlights.org/QPL for most current information
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- RoHS compliant. Consult factor for additional details
- Dark Sky Friendly, IDA Approved when ordered with 30K CCT. Please refer to http://darksky.org/fsa/fsa-products/ for most current information
- Operating temperature: -40° to 55° C* (-40° to 131° F*)

LUMINAIRE EPA

Horizontal Tenon Mount – Weight: 18 lbs (8 kg)	
Single	2 @ 180°
Tenon Configuration If used with Cree tenons, please add tenon EPA with luminaire EPA	
PD-1H4; PT-1H	PD-2H4 (180); PT-2H (180)
0.71	1.43

* Max storage temperature 55° C (131° F).

Specifications subject to local environmental conditions.
Specifications may be subject to change.
US and International patents apply. Other patents pending.
“Carmanah” and “Sol” logo are trademarks of Carmanah Technologies Corp.

All Carmanah products are manufactured in facilities that are certified to ISO quality standards.
Document: SPEC_SOL_XSP1-HO_RevB

XSP1™ High Output LED Street/Area Luminaire – Single Module

PHOTOMETRY

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: http://lighting.cree.com/products/outdoor/street-and-roadway-xsp-series-1

2LG

RESTL Test Report #: PL07625-001A
BXSP1-HO-**-2LG-100W-40K-UL
Initial Delivered Lumens: 10,905

BXSP1-HO-**-2LG-100W-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 10,722
Initial FC at grade

Type II Long Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
Up to 10,881	B3 U0 G3	Up to 11,044	B3 U0 G3	Up to 11,058	B3 U0 G3

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between -10 and +10% of initial delivered lumens
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating, visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

3ME

RESTL Test Report #: PL07628-001A
BXSP1-HO-**-3ME-100W-40K-UL
Initial Delivered Lumens: 10,868

BXSP1-HO-**-3ME-100W-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 10,722
Initial FC at grade

Type III Medium Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
Up to 11,971	B2 U0 G2	Up to 12,055	B2 U0 G2	Up to 12,206	B2 U0 G2

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between -10 and +10% of initial delivered lumens
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating, visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

4ME

RESTL Test Report #: PL04171-001
BXSP1-HO-**-4ME-100W-40K-UL
Initial Delivered Lumens: 10,983

BXSP1-HO-**-4ME-100W-40K-UL
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 10,722
Initial FC at grade

Type IV Medium Distribution					
3000K		4000K		5700K	
Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
Up to 10,492	B2 U0 G2	Up to 10,566	B2 U0 G2	Up to 10,698	B2 U0 G2

* Initial delivered lumens at 25° C (77° F). Actual production yield may vary between -10 and +10% of initial delivered lumens
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating, visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

Specifications subject to local environmental conditions.
Specifications may be subject to change.
US and International patents apply. Other patents pending.
"Carmanah" and "Sol" logo are trademarks of Carmanah Technologies Corp.

All Carmanah products are manufactured in facilities that are certified to ISO quality standards.
Document: SPEC_SOL_XSP1-HO_RevB

Sol by carmanah®

Carmanah Gel
Gel Deep Cycle Solar Battery

FEATURES

- Gel deep cycle battery
- Ideal for solar applications
- Maintenance-free, sealed construction
- Spill proof / leak proof
- ABS case and cover
- UL recognized
- 100% recyclable
- **5-year warranty***

CMH-GEL-100

SPECIFICATIONS	
Nominal Voltage	12V
Nominal Capacity	95.0Ah
Rated Capacity (at 77°F /25°C)	100.0Ah/1.00A (100hr,1.80V/cell) 85.0Ah/4.25A (20hr,1.80V/cell
Nominal Operating Temperature	77 ±5° F (25 ±3° C)
Operating Temperature Range	Discharge: -4~140°F (-20~60°C) Charge: 32~122°F (0~50°C)
Maximum Discharge Current	850A (5s)
Internal Resistance	Approx 6.0mΩ
Cycle Use	Initial Charging Current less than 25.0A. Voltage: 14.4V~15.0V at 77°F (25°C) Temp. Coefficient -30mV/°C
Standby Use	No limit on Initial Charging Current Voltage: 13.5V~13.8V at 77°F (25°C) Temp. Coefficient -20mV/°C
Self Discharge	Batteries can be stored for up to 9 months at 77°F (25°C) before a freshening charge is required. **Batteries stored at temperatures greater than 77°F (25°C) will require a recharge sooner.*
Certifications	UL; CE; IEC60896-21 & 22

MATERIALS AND MECHANICAL	
Case and Cover	ABS
Separator	PVC-SiO2
Active	PbO2 + Pb
Electrolyte	LPG Sulfuric Acid Gel
Venting Valve	Rubber, opening pressure 8-20kPa
BCI Group #	27
Terminals	T6
Carrying	Integrated Flush Mount Handle

DIMENSIONS	
Length	12.01 in / 305 mm
Width	6.61 in / 168 mm
Height	8.15 in / 207 mm
Total Height (including terminals)	8.38 in / 213 mm
Weight	59.8 lbs / 26.7 kg

® **UL Recognized Component MH29024**

LEAD RETURN RECYCLE Pb

***See Sol warranty document for more details.**
Specifications subject to local environmental conditions.
Specifications may be subject to change.

US and International patents apply. Other patents pending.
"Carmanah" and "Sol" logo are trademarks of Carmanah Technologies Corp.

All Carmanah products are manufactured in facilities that are certified to ISO quality standards.
Document: SPEC_SOL_CMH-GEL-100_RevA

CTI-170
170 Watt Polycrystalline Solar Panel

RELIABLE

Sol's CTI-170 is a high-efficiency polycrystalline solar module that provides outstanding performance and cost-effective solar power for high-end off-grid and mobile applications. The module is built to last and features a 20-year limited power output warranty.

DURABLE

To ensure long life, the high-efficiency solar cells are encapsulated between a special tempered, low-iron solar glass and a Tedlar®/ polyester backing material. The mounting frame, manufactured from anodized marine-grade aluminum, allows the CTI-170 to be installed in extreme conditions.

FEATURES

- Compact and rugged design
- Plug and play junction box
- Lightweight anodized aluminum frame
- High transmissivity tempered glass
- Industry standard quick-connect cables (MC4) work in series or in parallel
- **20-year limited power output warranty**

CTI-170

CTI-170
170 Watt Polycrystalline Solar Panel

SPECIFICATIONS	
Rated power (Pm)	170W
Maximum power voltage (Vmp)	19.60V
Maximum power current (Imp)	8.77A
Open circuit voltage (Voc)	23.20V
Short circuit current (Isc)	9.35A
Power coefficient	–0.42% / °C
Voltage coefficient	–0.31% / °C
Current coefficient	0.033% / °C
Max power tolerance	+/- 3W
Cell type	Polycrystalline
Module efficiency	17.0%
Series fuse rating	15A
Maximum system voltage	600VDC
Operating temperature	-40°C to 85°C (-40°F to 185°F)
Weight	11.16 kg (24.6 lb)
Dimensions	1500 x 668 x 40 mm 59.1 x 26.3 x 1.57 in
Frame type / material	Clear anodized aluminum frame
Certifications	UL 1703

Power Specifications calculated at STC:
- Irradiance: 1000 W/m²
- Cell Temperature: 77°F (25°C)
- Air Mass: 1.5

Front view

MC4 Negative

MC4 Positive

IV CURVE PARAMETERS

Back view

Side view

Specifications subject to local environmental conditions.
Specifications may be subject to change.
US and International patents apply. Other patents pending.
"Carmanah" and "Sol" logo are trademarks of Carmanah Technologies Corp.

All Carmanah products are manufactured in facilities that are certified to ISO quality standards.
Document: SPEC_SOL_CTI-170_RevA, Jul-18

SYSTEM DRAWING

MODEL	A [Pole Length Above Grade]	B [Fixture Mount Height]	C/D [Arm Type]	E [Battery Mount]	F [System EPA]	[System Weight]	POLE Type	POLE Info 1	POLE Info 2
EverGen™ M Series	25FT	Based on Photometric Design**	4FT	HIGH	17.1 Ft² (1.59 m²)	245.5LB	Aluminum Bolt Down	Bolt Length 48 inch	Bolt Circle 14.5 inch

****DISCLAIMER: Arm(s) will be drilled and installed on site as per customer or photometric requirements.**

LINE DRAWINGS MAY NOT ENTIRELY RESEMBLE SHIPPED PRODUCT.

UNLESS OTHERWISE SPECIFIED
DO NOT SCALE DRAWING
INTERPRET DIMENSIONS AND TOLERANCES PER ASME Y14.100-2000
TOLERANCES APPLY AS SHOWN BELOW

DECIMALS		SURF FINISH	ANGLES
.X	±.1	63	±1°
.XX	±.01		
.XXX	±.005		
.XXXX	±.0005		

INCHES

THIRD ANGLE PROJECTION

SCALE 1:64

PDM MAINTAINED DATA
CHANGES SHALL BE INCORPORATED ELECTRONICALLY BY THE DESIGN AUTHORITY

PROPRIETARY
COPYRIGHT © 2017 BY
Sol Inc. Victoria, BC, Canada
ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF
Sol Inc.

Sol by carmanah®

2637 E Atlantic Blvd #40620
Pompano Beach, FL 33062
USA
Tel 1.800.959.1329
Fax 250.380.0062

Estimate ID: 3-10656-1

Pole Part #: RTA25E1C4NF

EVERGEN® SETUP APP: 4 STEPS TO GET STARTED

STEP 1

Ensure your contractor has the right onsite tools.

- Smartphone or tablet built within the last three years (iPhone 5s or newer running iOS 11.0+/ Android 6.0+ and Bluetooth Low Energy).
- The EverGen Setup App (see Step 2).
- Login credentials provided by Sol Customer Service.
- The Sol order number (e.g. ORD12345).

STEP 2

Download the app.

From a smartphone/ tablet, the contractor can go to the iOS App Store/ Google Play Store and search for "EverGen Setup App" by Carmanah Technologies (or click the links above).

If the app is not showing up in the App Store, the phone/tablet may not be compatible. Try installing on another iPhone/Android phone/tablet.

STEP 3

Log in to the app.

The contractor uses the login information from Step 1 to get started. Once logged in, the email ID and password are saved in the app for two weeks.

STEP 4

Access the order information via the app.

Prior to installation, the contractor can use the app to access the order information, either by scanning the barcode on the Order Confirmation Document or by typing in the number manually. This requires an internet connection.

If there will be no internet access onsite, the contractor should download order information before arriving. After downloading the order information, the contractor can complete the rest of the steps even while offline. Order information remains available in the app for two weeks.

NEXT STEPS: Follow the EverGen Setup App onsite.

US and International patents apply. Other patents pending. "Sol" logo is a trademark of Carmanah Technologies Corp. All Carmanah products are manufactured in facilities that are certified to ISO quality standards. Document: SOL_EverGen_4_Steps_Setup_App_RevB

10 Year Limited Warranty

The Company warrants that each new solar lighting system to have a component or system free from defects in materials and workmanship that performs under normal use and service. The Company will, at its option, repair or replace any system or system component that is defective in materials or manufacture within a specific timeframe after purchase. Warranties are a minimum of five (5) years, with specific items within the system noted below having additional warranty protection against failure. For full details regarding this warranty, review the Terms and Conditions below.

Item	Period
Solar PV Panel Output Power	20 Years
Mounting Hardware	10 Years
Pole (if provided)	Lifetime Excluding Finish
LED Fixture	10 Years Excluding Finish
Electronics (Charge Controller, LED Driver)	10 Years
Energy Storage Array (Battery)	5 Years/10 Years*

* Batteries provided by the Company have a limited warranty for battery replacement (batteries must be provided by Sol), based on the date of shipment, with the following pro-rated coverage:

5 Year Battery Warranty:

- 0 to 36 months: 100% credit (user pays 0% of replacement battery price)
- 37 to 48 months: 40% credit (user pays 60% of replacement battery price)
- 49 to 60 months: 20% credit (user pays 80% of replacement battery price)

10 Year Battery Warranty:

- 0 to 84 months: 100% credit (user pays 0% of replacement battery price)
- 85 to 96 months: 30% credit (user pays 70% of replacement battery price)
- 97 to 108 months: 20% credit (user pays 80% of replacement battery price)
- 109 to 120 months: 10% credit (user pays 90% of replacement battery price)

Terms and Conditions of Warranty and Other Details

Limited Warranty

By purchasing the Product, the end customer or the owner of the Product ("**you**") are agreeing to be bound by the terms of this limited warranty. The Company provides the following limited warranty coverage as applicable to the Product.

What the Warranty Covers and for How Long

- Subject to the exclusions and claim procedure set out below, the Company warrants each new lighting system to be free from defects in materials and workmanship that performs under normal use and service. The Company will, at its option and discretion, repair or replace any system or system component that is defective in materials or manufacture within a specific timeframe after purchase—the Warranty Period (the "Warranty"). Additionally, specific items within the system may have extended warranty protection as noted.
- The Company shall be entitled, at its discretion, to use new and/or reconditioned parts or products in performing warranty repair or providing a replacement Product in accordance with the Warranty Coverage. The Company also reserves the right to use parts or products of original or improved design in any repair or replacement in accordance with the Warranty Coverage. It further reserves the right to make changes in design or improvements to its products without notice to you and without obligation to incorporate the same in any product previously manufactured. Any products or parts which are replaced shall become the property of the Company.
- If the Company repairs or replaces a Product in accordance with the Warranty Coverage, the Warranty will continue to apply and remain in effect for the balance of the Warranty Period calculated from the date you purchased the Product from the Company (the "**Date of Purchase**") and not the repair or replacement date.
- If the Company chooses to offer a credit towards the purchase of new Product in accordance with the Warranty Coverage, then the warranty applicable to the new product shall apply. All credits must be used within 90 days of issuance from the Company towards the purchase of new Product or such credits become null and void.

What the Warranty Does Not Cover

The Warranty does not provide coverage for the following which are expressly excluded from the Warranty:

- Failure due to normal wear and tear of the Product;
- Failure caused by improper user programming of Product settings through computer software supplied with or associated with the Product;
- Failure due to accident, abuse, misuse, liquid contact, neglect, improper installation, generalized corrosion, biological infestations, or input voltages that create operating conditions beyond the maximum or minimum listed in the Company's specifications;
- Products which have been repaired or altered other than by the Company or as authorized by its employees or agents;
- Products that have their original identification (including, but not limited to, trademarks or serial numbers) markings defaced, altered, or removed;
- Products utilized as a component part of a product expressly warranted by another manufacturer;
- Operation or storage of the Product outside the specification ranges disclosed by the Company, and/or alteration or deployment of the Product other than in accordance with any published or provided user, storage, or maintenance requirements;
- Failure that is in any way attributable to the improper use, storage, maintenance, installation, or placement of the Product;
- Failure caused by use in violation or contravention of any applicable laws, statutes, rules, regulations, and ordinances or any applicable standard, code, or instructions for use in installations, including, but not limited to, those contained in the *National Electrical Code* and published by the *Standards for Safety of*

Underwriters Laboratory, the *International Electrotechnical Commission*, the *American National Standards Institute*, and the *Canadian Standards Association*;
- Failure caused by any acts of God, including, but not limited to, earthquakes, lightning strikes, and flooding; and
- Any additional costs required to repair or replace the defective Product, including, but not limited to, legislatively imposed fees where applicable.

Restrictions and Limitations to Warranty

- The Company is not responsible for repairs, disassembly, or re-assembly of other products that are not supplied, provided, or sold by the Company.
- The Company is not liable for any losses, expenses, damages, or costs incurred by you incidental or collateral to the Warranty, including, but not limited to, shipping, retrieval, and redeployment of the Product.
- This Warranty is not transferable or assignable by you and only applies to you. Upon written notice to you, the Company may assign this Warranty.
- The Company does not warrant the results obtained from the implementation of recommendations made by the Company or its authorized distributors concerning the use, design, or application of the Product.
- You assume all responsibility and liability for loss or damage resulting from your handling or use of the Product.
- The onus is on you to provide evidence satisfactory to the Company that any event that may invalidate the Warranty has not occurred, including, but not limited to, providing evidence of specific storage, maintenance, or operational procedures to assure Product performance.
- The Company has the sole discretion in determining the validity of any Warranty claim, and reserves the right to determine the cause of Product defect including examining patterns in Product usage, trends in Product failure, and to review your documentation of installation, use, maintenance, storage procedures, and test results.
- The Company's liability on any claim, whether in warranty, contract, negligence, or any other legal theory, for loss, damage, or injury arising directly or indirectly from or in relation to the use of the Product shall in no event exceed the purchase price paid by you for the Product as stated in the original invoice.
- The repair or replacement of the Product or granting of credit by the Company in accordance with the Warranty Coverage shall be your sole remedy and IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED BY YOU WHETHER FORSEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF GOODS (EXCLUDING THE PRODUCT), LOSS OF BARGAIN, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, OR LOSS OF REPUTATION.
- The Warranty set out above is the sole warranty granted by the Company with respect to the Product. No oral understanding, representations or warranties shall be of any effect and the Company makes no further warranties, express or implied, concerning the Product other than the Warranty. You, where permitted by applicable law, hereby expressly waive any statutory or implied warranties including, but not limited to, that the Product shall be merchantable, fit for a particular purpose, or durable. All other warranties, conditions, and representations are hereby cancelled and are null and void. This Warranty may only be modified or amended by written agreement signed by the Company.
- To the extent permitted by applicable law, this Warranty is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- All disputes ("**Disputes**") incapable of being resolved between you and the Company shall be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia), with each party bearing its own expenses incurred in respect of any such arbitration.
- To the extent that this Warranty is inconsistent with mandatory applicable laws, this Warranty shall be deemed modified to be consistent with such mandatory applicable local laws.