

I. GENERAL

These Terms and Conditions of Sale apply to all orders accepted in the U.S.A. and all export sales from North America and Europe by Acuity Brands Lighting, Inc., Acuity Brands Technology Services, Inc., or any division of either of them (hereinafter collectively referred to as "Acuity"). These Terms and Conditions of Sale exclude shipments to Mexico and Canada. 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 agreement for the sale of Acuity products. 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 ordered. If an authorized 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 by purchaser of any products 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. These Terms and Conditions of Sale, together with any warranty statement by Acuity, constitute the entire sales agreement between Acuity and purchaser, unless they are appended to 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 Sale. These Terms and Conditions of Sale supersede all those published or issued previously by Acuity. All orders are subject to final acceptance by Acuity. Acuity will not accept orders that require customer-furnished components. 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 unless it shall (in its sole discretion) accept submitted purchase orders.

II. PRICES

A. Prices in any Acuity quotation are based upon the respective quantities quoted for shipment within sixty (60) days after the quotation, provided that a purchase order based on the quotation must be accepted by Acuity within thirty (30) days after the date of the quotation. Any purchase order accepted at a later date may result in a change of price.

B. Prices are quoted and invoiced on a unit price basis in U.S. Dollars, or as otherwise indicated in the applicable Acuity quotation. Quantities taken from drawings or building descriptions by Acuity to submit a quotation or fill an order are ESTIMATES and shall not be guaranteed as the required amount for meeting purchaser's needs.

III. SHIPPING TERMS

A. Orders shall be shipped from the manufacturing facilities of Acuity or its third-party manufacturer Ex Works (EXW) in accordance with INCOTERMS 2010 of the International Chamber of Commerce. Purchaser shall pay all charges to ultimate destination.

B. Shipping dates are approximate and are dependent on (1) Acuity's acceptance of order and specified shipping dates, receipt of letter of credit in terms satisfactory to Acuity, or receipt of advance cash payment; (2) prompt receipt by Acuity of all information necessary to permit Acuity to proceed with work immediately and without interruption; (3) purchaser's compliance with any payment terms not indicated in the letter of credit; and (4) timely submission of such evidence as Acuity may request that any required export or import license, foreign exchange permit, or other documents required for shipment have been issued.

C. All risk of loss or damage to the products shall pass to purchaser at the point of shipment in accordance with Ex Works (EXW) shipping terms. Title to the products shall not pass to purchaser until Acuity's receipt from purchaser of the purchase price of the products.

D. Partial shipments shall be permitted. If any part of the

order cannot be shipped when ready due to any cause specified hereinafter in Article VI, DELAYS -- FORCE MAJEURE, Acuity may place such products in storage. In such event, (1) all expenses incurred by Acuity, such as preparation for and placement into storage, handling, storage, inspection, preservation, insurance, and interest charges, shall be payable by purchaser upon submission of Acuity's invoices; (2) Acuity's delivery obligations shall be deemed fulfilled, and all risk of loss or damage shall thereupon pass to purchaser, if it has not already passed; and (3) when conditions permit and upon payment of all amounts due hereunder, Acuity shall arrange on behalf of purchaser for shipment EXW.

E. Purchaser shall make all claims for damages or shortages in transit with delivering carrier.

F. Shipments are EXW, freight prepaid and allowed via common carrier, standard domestic means, on orders having a total value of US\$1,000 or more for release in one shipment to nearest port (or at Acuity's discretion) from one shipping point. Transportation costs for orders having a total value less than US\$1,000 will be prepaid and invoiced to purchaser.

G. All poles include anchor bolts where applicable. On all advance shipments of anchor bolts, purchaser will be invoiced for (1) value of anchor bolts and (2) actual freight charges for pre-shipment. If anchor bolts are set without Acuity-furnished templates, Acuity will not accept any responsibility. Bolt circle dimensions are subject to change.

H. Acuity will ship products using either 20-foot or 40-foot containers at US\$250 per container charge, provided (1) purchaser pays for inbound container movement and (2) destination is closest port. Request to ship to other than closest port must be approved by Acuity prior to order acceptance. Acuity reserves the right to select the port of embarkation.

IV. INTERNATIONAL SHIPMENT

As a service to purchaser, upon purchaser's request and Acuity's written agreement, Acuity shall arrange for international shipment on behalf of purchaser at purchaser's expense. At the sole option of Acuity, either purchaser shall pay Acuity for all fees and expenses invoiced by Acuity or Acuity may require purchaser to pay such expenses directly. Such expenses may include, but not be limited to, those covering preparation of consular documents, freight forwarding, freight, storage and warehouse-to-warehouse (including war risk) insurance, and any expenses related to in-bond shipments (including bonds posted with the U.S. Customs and Border Protection). In such event, Acuity shall also apply for any required export license. In performing such service, Acuity will comply with any reasonable instructions of purchaser, or in the absence thereof, shall act according to its reasonable commercial judgment. In acting on purchaser's behalf hereunder, Acuity shall be without liability for any claim asserted by purchaser, notwithstanding Article XI, LIMITATION OF LIABILITY hereof, and purchaser shall indemnify and hold harmless Acuity from any claims asserted by third parties arising from Acuity's actions on purchaser's behalf pursuant to this Article IV.

V. GOVERNMENTAL AUTHORIZATIONS

A. Purchaser shall be responsible for timely obtaining of any required authorization, such as an export license, import license, exchange permit or any other governmental authorization, even though any such authorization may be applied for by Acuity. Purchaser and Acuity shall assist each other in every manner reasonably possible in securing such authorization as may be required. Acuity shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed, and purchaser shall not be relieved thereby of its obligations to pay Acuity for the executed portion of the work and termination charges as defined in Article VI.C, DELAYS -- FORCE MAJEURE herein.

B. All sales hereunder shall at all times be subject to the export control laws and regulations of the United States government. Purchaser agrees that it shall not make any disposition, by way of trans-shipment, re-export diversion or otherwise (except as said laws and regulations may expressly permit) of products purchased from Acuity other than in and to the ultimate country of destination specified on purchaser's purchase order and/or declared as the

country of ultimate destination on Acuity's invoices.

VI. DELAYS -- FORCE MAJEURE

A. Acuity shall not be liable for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including, but not limited to: armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; acts of terrorism; action of any civil or military authorities (including priorities and allocations); fires; floods; and accidents.

B. The shipping date and any other date on which Acuity's obligations are to be fulfilled shall be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from (1) any of the foregoing causes; (2) inability due to causes beyond Acuity's reasonable control to timely obtain instructions or information from purchaser; or (3) any other cause beyond Acuity's reasonable control, including delay in purchaser's fulfillment of any of its obligations under these Terms and Conditions of Sale. The foregoing extension shall apply even though such cause may occur after Acuity's performance of its obligations has been delayed for other causes.

C. If delay resulting from any of the above-stated causes extends for more than 60 days and the parties have not agreed upon a revised basis for performance at the end of the delay, including adjustment of the price, then either party, upon 30 days prior written notice, may terminate the unfulfilled portion of the order, whereupon purchaser shall pay Acuity its termination charges in an amount sufficient to include, without limitation, all of Acuity's costs, expenses and damages, together with all sums payable under these Terms and Conditions of Sale.

VII. PAYMENT

A. Terms of payment shall be as follows:

1. Cash in advance via wire transfer with 50% at the time of order acceptance and balance due when order is ready for shipment.

2. A letter of credit established by purchaser. Such letter of credit shall be irrevocable and in favor of and acceptable to Acuity and issued, or confirmed, by a USA bank acceptable to Acuity within 15 days after acceptance by Acuity of the order. Such letter of credit shall provide for prorata payments on partial deliveries, in accordance with the shipping terms in Article III, SHIPPING TERMS. The letter of credit description should read "Lighting Fixtures" and the amount of credit should be approximate (+/- 10%) and payable in U.S. Dollars at U.S. counters. Such letter of credit shall provide for the payment of any termination charges in the event of termination or cancellation of the order. All letter of credit banking charges are for the account of the purchaser.

3. Other terms of payment agreed upon in writing by Acuity's Credit Department.

B. If products are ready for shipment and if Acuity cannot make shipment as scheduled due to any cause referred to in Article VI, DELAYS -- FORCE MAJEURE, any amounts otherwise payable to Acuity upon shipment shall be payable upon presentation of Acuity's invoices and its certification as to such case, and upon such presentation, the products shall be deemed to be in storage in accordance with Article III.D, SHIPPING TERMS.

C. **When payment is to be made via wire transfer for any Acuity product**, provide the following information to bank:

Bank of America, N.A.

100 West 33rd Street

New York, NY, U.S.A.

ABA # 026 009 593 Account # 375 024 9781

Account name: Acuity Brands Lighting, Inc.

SWIFT CODE: BOFAUS3N

D. **When payment is to be made by letter of credit for any Acuity product**, request the letter of credit be advised and confirmed through:

Wells Fargo Bank, N.A.

Int'l Exports Trade Ops

1525 West W.T. Harris Blvd.

MAC: D1109-011

Charlotte, NC 28262

Tel: 1-800-776-3862, Option 1

SWIFT: PNBUS33 or PNBUS33PHL

E. If purchaser fails to pay any amount when due, or if Acuity believes in good faith that purchaser's ability to make payments may be impaired, Acuity may suspend shipment of any order or remaining installment thereof until such payment is made, or may cancel the remaining installments thereof, and purchaser shall remain liable for any products already shipped or delivered. Purchaser agrees to submit such financial information from time to time as may be reasonably requested by Acuity for the establishment and/or continuation of credit terms. If purchaser does not pay any amount due within the time periods set forth above, Acuity reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Acuity is collected by, or attempted to be collected through a third party, Acuity shall be entitled to recover all collection expenses, including, without limitation, attorney's fees.

VIII. TAXES

A. No taxes are included in the price based on the assumption that the transaction involves exportation and/or resale by purchaser. Purchaser agrees to furnish evidence of exportation and other appropriate tax exemption evidence acceptable to the appropriate taxing authorities when requested by Acuity, failing which, the amount of any taxes imposed on or in connection with the transaction shall be immediately paid by purchaser to Acuity upon submission of Acuity's invoices.

B. Any taxes (including income, stamp, value added and turnover taxes), duties, fees, withholdings, charges, or assessments of any nature levied by any governmental authority in connection with this transaction, whether levied against purchaser, against Acuity or its employees, or against any of Acuity's subcontractors or their employees, or otherwise, shall be for purchaser's account and shall be paid directly by purchaser to the governmental authority concerned. If Acuity is required by law or otherwise to pay any such amount and/or fines, penalties, or assessments in the first instance, or as a result of purchaser's failure to comply with any applicable laws or regulations governing the payment of such amounts by purchaser, the amount of any payments so made by Acuity shall be immediately reimbursed by purchaser to Acuity upon submission of Acuity's invoices.

C. Acuity will not pay any duties or value added taxes into the destination country. The Harmonized Tariff Schedule is a guide only and it is the importer's responsibility to ensure proper customs classification and declaration.

IX. WARRANTY

Statements of the limited warranties provided by Acuity for Acuity products are available at www.acuitybrands.com/resources/terms-and-conditions. Products sold to purchaser that are manufactured by a third party ("Third Party Products") will carry the third party manufacturer's pass-through warranty, which may be provided in a separate document. Third Party Products are not warranted by Acuity. Acuity in no way, express or implied, accepts responsibility for voltage determination.

X. INTELLECTUAL PROPERTY

Nothing herein shall be construed to grant to purchaser or any end user of an Acuity product any right, title, or interest in or to any intellectual property rights (including, without limitation, any patent, trademark or copyright) embodied in or associated with the products or related software that may be included with the Acuity products (the "Software"). The Software is not sold, and is protected by international intellectual property laws and treaties. The end user may use any such Software solely in connection with the product with which it is included, subject to any additional terms and conditions that may become applicable when the end user installs the Software. Neither purchaser nor any end-user of the product shall have any right to loan,

rent, disclose or provide access to the Software for a fee or otherwise to any third party. Neither purchaser nor any end-user of the product shall manufacture, duplicate, reverse engineer, or decompile any product or the Software, nor aid a third party in doing so.

XI. 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.

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

XII. PACKAGING

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

B. Prices for Acuity products are based on standard packaging. Such packaging is for protecting the material only in containerized shipment. Such packaging is not designed for on-deck shipment. Acuity shall have no liability for damage to contents of shipment.

C. If special export packaging or on-deck shipment packages are required, such packaging must be requested by purchaser at the time an order is placed by purchaser and, if agreed to by Acuity, shall be at purchaser's expense.

D. Some products are shipped palletized for ease in loading and unloading containers and to limit damage in transit. Where it is impractical for purchaser to handle heavy pallets, or if purchaser has other pallet restrictions, purchaser should specify "No Pallet" on the order.

XIII. 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.

XIV. CANCELLATIONS

Only orders for stock items may be cancelled prior to shipping without charge. No other orders may be cancelled unless Acuity is reimbursed for work already performed and for special material purchased by Acuity. If an order is cancelled after shipment or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the

purchaser.

XV. MISCELLANEOUS

A. These Terms and Conditions of Sale are prepared in English with the consent of the parties hereto.

B. All proposals of Acuity are subject to change at any time prior to acceptance of an order and expire 30 days from date thereof. Acuity product specifications are subject to change without notice.

C. The order to which these Terms and Conditions of Sale are attached is made expressly subject to, and purchaser in its performance hereunder expressly agrees to comply with and abide by, all applicable laws, ordinances, codes and regulations, including the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§78dd-2, 78ff, insofar as the same may be applicable to these Terms and Conditions of Sale, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws. Purchaser represents and covenants that it has not taken, and will not take, any actions that may subject Acuity or any of its officers, directors or employees, or related parties to liability under the FCPA or other applicable laws, ordinances, codes or regulations. Purchaser will indemnify and hold harmless Acuity from and against all suits, claims, causes of action, demands, penalties, losses or other damages which may arise or accrue because of the failure or neglect of purchaser in this respect.

D. These Terms and Conditions of Sale and all orders and order acknowledgments between Acuity and purchaser resulting herefrom shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A., including without limitation the Uniform Commercial Code as adopted in the State of Georgia, U.S.A. Purchaser hereby submits to the exclusive jurisdiction of the applicable state or federal courts located in the State of Georgia. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods shall not be applicable to the sale of products in connection with these Terms and Conditions of Sale.

E. Notice shall be in writing by certified mail or facsimile transmission given to the parties at their respective addresses set forth on these Terms and Conditions of Sale. Waiver by Acuity of any provision hereof shall not be deemed a waiver of future compliance therewith. Acuity's remedies herein are cumulative and additional to any other rights and remedies provided in law or equity. The article captions herein are for reference only and shall in no way limit or define the meaning of the provisions hereof. Purchaser's rights, duties, agreements or obligations hereunder may not be assigned or transferred without the prior written consent of Acuity; any attempted or purported assignment shall be void. The obligations of purchaser shall be binding on its successors and assigns. Any provision of these Terms and Conditions of Sale held unenforceable in any jurisdiction shall not affect the remaining provisions of these Terms and Conditions of Sale in that jurisdiction, nor the validity or enforceability of such provision in any other jurisdiction.

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

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