

CONDITIONS OF PURCHASE
Acuity Brands Technology Services, Inc. ("ABTS")

1. PURCHASE ORDER:

This Purchase Order constitutes an offer to buy goods or services ("**Goods**") according to the description and other terms as outlined and set forth on its face and reverse side. Acceptance of this order is limited to the terms and conditions hereof. ABTS hereby objects to additional or different terms offered by Seller in its sales order acknowledgement or any other document of Seller. Such additional or different terms shall not become a part of this Purchase Order without the express written consent of ABTS. Seller's issuance of a sales order acknowledgement, shipment of goods, or commencement of work hereunder shall constitute a definite and seasonable expression of acceptance of this order.

2. DELIVERY:

Delivery shall be made at such place or places as ABTS may specify, in accordance with the shipping instructions established by ABTS in this Purchase Order or in subsequent notices to Seller. TIME IS OF THE ESSENCE in fulfillment of this Purchase Order. Seller shall keep ABTS fully informed of progress under this Purchase Order and promptly notify ABTS whenever there is doubt that delivery will be effected on schedule. Seller shall follow ABTS' instructions as to manner of shipment, carriers, routing, prepayment of freight, and other matters. If by reason of Seller's progress under this Purchase Order or otherwise, there is reasonable expectation that delivery schedules will not be met, ABTS may, at its option: (i) without liability, cancel ABTS' obligation under this Purchase Order as to the Goods which have not been delivered, (ii) effect cover, and (iii) charge Seller with any loss incurred. If the Goods are delivered in advance of the delivery schedule, ABTS may, at its option, (a) return the Goods at Seller's expense for redelivery at the proper time, (b) withhold payment for the Goods until such time as payment would have become due had delivery been made at the time provided for in this Purchase Order, or (c) place the Goods in storage at Seller's expense and for Seller's account until the time provided for delivery. Unless otherwise specified by ABTS in writing, all shipments under this Purchase Order shall be FOB Destination (ABTS' specified location), and Seller shall arrange for shipping and insurance and shall bear the risk of loss until delivery at such location.

3. PRICE, PAYMENT AND DOCUMENTATION:

Prices stated on this Purchase Order apply to all shipments made hereunder and Seller warrants that the prices do not exceed the prices Seller charges other buyers for the same type of product in comparable quantities. ABTS shall have no obligation to honor invoices for Goods at any increased price until such increase shall have been confirmed in writing by ABTS' authorized agent. Seller shall separately state on its invoices the amount of any tax applicable to the sale under this Purchase Order and payable by ABTS in the absence of evidence of lawful exemption. Unless otherwise expressly stated on the Purchase Order, the price set forth on the Purchase Order shall include all charges, freight, and packaging.

Immediately upon shipment of the Goods, Seller shall mail to ABTS at Conyers, GA (or as otherwise directed herein), an invoice for the Goods shipped, which shall accurately set forth the date, place and mode of shipment (including, in the case of carload, identification of the car and routing thereof), the number of packages or other containers shipped, the contents of each package or other container, and the Purchase Order number. There shall be included with such invoice a copy of each shipping document, including express receipts. ABTS agrees to pay all undisputed amounts reflected on each invoice within sixty (60) days following receipt thereof or by such other date as set forth herein.

4. QUANTITY:

Where this Purchase Order is for purchase and sale of a stated quantity, ABTS shall not be obligated to purchase any additional quantity. In the case of Blanket Orders, (a) Seller agrees to furnish ABTS' requirements for the Goods covered by this Purchase Order to the extent and according to the delivery schedules set forth in this Purchase Order or as set forth in ABTS' "Production Material Release", and (b) ABTS shall be entitled to make other purchases at its discretion in order to assure its production operations and maintain reasonable alternative sources of supply.

5. CHANGES:

ABTS may, at any time and from time to time, by notice to Seller, make changes in the drawings and/or the specifications of the Goods to be specially manufactured hereunder, in the place of delivery, or in the delivery schedules. Seller agrees promptly to comply with such changes. If any such change increases or decreases the cost or time required to perform under this Purchase Order, ABTS and Seller shall agree in writing on an equitable adjustment in the price or delivery schedule or both.

6. ABTS'S DRAWINGS AND SPECIFICATIONS:

Seller is to work within, and with respect to, tolerance and limitations specified on drawings covering the work, and shall make such tests as are specified in the drawings or test specifications, unless deviation therefrom is authorized by written Change Order. Verbal changes or tolerance revisions are not sufficient and will not provide grounds for non-compliance with the drawings or specifications, regardless of their source. Seller understands and agrees that the benefits of ABTS' designs and

manufacturing information shall not extend beyond the scope and subject matter of this Purchase Order, it being agreed that such designs and information are confidential.

7. WARRANTY:

Seller warrants that all Goods delivered in accordance with this Purchase Order shall conform to the published specifications or ABTS standards furnished ("**Specifications**"); will consist of all new materials, except as otherwise described in the Specifications; will be merchantable, of good material and workmanship, and free from defect; and will be governed by and be produced and provided in compliance with all applicable laws and regulations. Except to the extent that Seller has been expressly and specifically exempted, in writing, from design responsibility, Seller further warrants that the Goods will be fit for the particular purpose for which they are intended and manufactured. Seller further represents and warrants that ABTS will receive, at the time of delivery, good and marketable title to the Goods free of all liens, claims and encumbrances. The warranties contained herein on the part of Seller shall survive delivery and inspection of the Goods and shall inure to the benefit of ABTS and its customers.

8. INSPECTION AND CONFORMANCE WITH SPECIFICATIONS-REJECTIONS:

Seller, will at its expense, perform such tests and inspections of the Goods as are required to confirm that the Goods conform to the requirements of this Purchase Order. Seller agrees to work proactively with ABTS to resolve any warranty issues. Seller will, at its expense, perform such tests and inspections of the Goods as are required to confirm that the Goods conform. If any of the Goods are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, prior to shipment to a customer of ABTS, ABTS may reject such Goods and rejection will be effected by written notice mailed (or e-mailed) to Seller within a reasonable time after receipt of the Goods at ABTS' facility. ABTS will hold, for disposition at Seller's risk and expense, rejected Goods and/or Goods ABTS reasonable suspects are nonconforming for no more than fourteen (14) calendar days after providing notice to Seller of the rejected Goods or suspected nonconformance. Seller shall investigate and work to resolve the claim during such fourteen-day period. At the end of the fourteen-day period, Seller will remove the affected Goods from ABTS' facilities, unless the parties specifically otherwise agree. For all rejected Goods, ABTS will take a credit against future amounts due to Seller at full billing price, including freight, packaging, and a reasonable charge to cover inspection and handling, with respect to such Goods. ABTS may require replacement of rejected Goods, but no replacement shall be made unless ordered in writing by ABTS. Payments for Goods prior to inspection shall not constitute acceptance, nor will acceptance remove Seller's responsibility for latent defects. In the event of a dispute regarding rejected Goods, Seller shall nonetheless accept return of the rejected Goods pending final resolution of such dispute.

If any Goods are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Purchase Order, subsequent to shipment to a customer of ABTS, ABTS will notify Seller within a reasonable time following discovery of such defect or other warranty breach. ABTS shall then return such Goods to Seller, F.O.B. ABTS' facility. Seller shall be responsible for the full cost of repairing or replacing such Goods, at ABTS' option and Seller's sole expense, including labor, travel and installation expenses, field scrap charges and scrap related to repairing or replacing such Goods. Seller shall also bear all costs and expenses in connection with the shipment of Goods to or from ABTS pursuant to the warranty provisions of Section 7. The replacement or repaired Goods shall be covered by the foregoing warranties commencing on the date the replacement or repaired Goods are delivered to ABTS or its designee.

9. COMPLIANCE WITH LAWS:

Seller shall comply with and give all certifications, stipulations, and representations required by all applicable Executive Orders, federal, state, and local laws, and the rules, regulations, orders and requirements hereunder. The Non Discriminations clauses contained in Section 403b Executive Order 11246 relative to equal employment for all persons without regard to race, creed, color or national origin and the implementation rules and regulations of the President's Committee on Equal Employment Opportunity are incorporated herein, including paragraphs # 1-7 as contained in Section 202 of the Order. Also incorporated, as applicable, are the veterans and handicapped Affirmative Action clause as specified in Title 41 CFR CHAPTER 60-250.4 and 60-741.4, Title 41 CFR 60-1 (Non-discrimination in Employment), Title 41 CFR 1-1310-2 (Utilization of Minority Business Enterprises), Title 45 CFR 31028 (Small Business/Socially and Economically Disadvantaged Business Enterprises), and 45 CFR 31033 (Women Owned Business Enterprises).

10. INTELLECTUAL PROPERTY:

Seller agrees to assume the defense of any suit for infringement of patents, trademarks, copyright, or other intellectual property rights brought against ABTS or its vendees, based upon the articles covered by this Purchase Order constituting a claimed infringement, and to indemnify and hold harmless ABTS and said vendees against any decree or costs in such suit (including, without limitation, attorneys fees and expenses incurred by ABTS), except to the extent that Seller has been expressly and specifically exempted, in writing, from design responsibility.

11. TOOLS, DIES, MOLDS, FIXTURES:

All tools, dies, molds, fixtures, and other equipment which ABTS furnishes to Seller or for which ABTS makes any separately identified payment to Seller, or which are procured by Seller solely for use in the manufacture or production of the Goods to be furnished to ABTS, shall be and remain the property of ABTS, shall be used solely for the benefit of ABTS, and shall be plainly

marked or otherwise identified as the property of ABTS. While in the possession of Seller, such property shall be maintained in first class operating condition at Seller's expense, insured and safely stored separate and apart from Seller's property, and will be promptly surrendered to ABTS without additional cost upon written request.

12. INDEMNIFICATION AND INSURANCE:

Seller agrees to defend, indemnify and hold harmless ABTS, its affiliates, directors, officers, agents, shareholders and employees from any expense, damage and/or liability, or product recall, of whatsoever type or nature or howsoever incurred (including, without limitation, attorneys fees and other expenses incurred by ABTS), arising out of or incurred in connection with (i) Seller's performance under this Purchase Order, (ii) Seller's breach of its obligations and/or warranties set forth herein, (iii) the death of or injury to any person or damage to any property (personal, real or otherwise) which resulted or is alleged to have resulted from the Goods; or (iv) the purchase, use, rental, or resale by anyone of the Goods (including, but not limited to, tangible and intangible goods) or services furnished hereunder. If this Purchase Order provides for Seller to render services, Seller agrees that such services are to be rendered by Seller as an independent contractor, that ABTS is to have no responsibility for the acts of bodily injury to, death of, or loss of employment by Seller or Seller's agents or employees. Seller will, at ABTS' option, defend such matters with counsel acceptable to ABTS. Seller shall not, without the prior written consent of ABTS, settle or compromise any liabilities or consent to the entry of any judgment against ABTS. Upon the request of ABTS, Seller shall furnish ABTS such fidelity and performance bonds as ABTS may reasonably specify, evidence that Seller has adequate public liability and property damage insurance, in amounts and with companies acceptable to ABTS, and evidence that Seller has made adequate provisions for satisfying workers' unemployment compensation claims (including Workers' Compensation Insurance at least meeting statutory requirements). Seller shall submit to ABTS certificates evidencing such coverage. All such policies shall provide that the coverage thereunder shall not be terminated or materially altered without at least ten (10) days prior written notice to ABTS.

13. SUSPENSION AND CANCELLATION WITHOUT INDEMNIFICATION:

In the event ABTS reasonably concludes that (a) by reason of war or other emergency conditions, national defense activities, inability to secure transportation, embargoes, strikes, differences with workers, accidents at ABTS' plants, or any other similar or dissimilar contingency beyond ABTS' reasonable control and arising subsequent to the date of this Purchase Order but before delivery, the Goods or any part thereof cannot be used by ABTS for the purpose it intended as of the date of the Purchase Order, or (b) for any reason, including, without limitation, the financial condition of Seller, Seller's prior performance under this Purchase Order or any similar occurrence (including failure to meet reasonable delivery schedules and repeated failure to meet quality and specifications standards), or accidents or differences with workers at Seller's plants, Seller's timely performance under this Purchase Order is doubtful, then ABTS may, at its election, by notice to Seller without indemnity to Seller or other liability on the part of ABTS: (i) suspend shipment of the Goods or any part thereof for a period or periods in the aggregate not exceeding ninety (90) days, (ii) cancel this Purchase Order as to undelivered Goods or any part thereof, or (iii) so suspend shipment and, thereafter, during the period of suspension, cancel this Purchase Order.

14. TERMINATION WITHOUT CAUSE/BREACH BY SELLER:

ABTS may, at any time and without cause, terminate this Purchase Order in whole or in part by notice to Seller specifying the extent of such termination. In the event of termination without cause, (a) Seller shall forthwith terminate work to the extent specified and, for the benefit of ABTS, dispose of finished Goods and work-in-progress on the Goods as ABTS may direct in writing, and (b) ABTS shall pay to Seller an amount, if any, not in excess of the unpaid aggregate price specified in this Purchase Order, equal to the sum of (i) the contract price for items of finished Goods in Seller's hands at the time of termination plus (ii) Seller's actual cost (as determined by ABTS' certified public accountants in accordance with generally accepted accounting principles) incurred prior to termination and attributable to the terminated portion of the work. In addition to any other rights set forth herein, in the event Seller breaches any of its obligations hereunder, ABTS may, at any time, terminate this Purchase Order by notifying Seller thereof, and thereafter, ABTS shall have no further obligations hereunder except to pay the undisputed amounts for any Goods received by ABTS prior to the date of said termination.

15. TAXES:

Unless separately stated, Seller agrees that all excise, occupational, sales, use, and other taxes applicable to the sale or purchase of materials or articles, or applicable to Seller's work or to Seller's receipts for the performance of the work covered by this Purchase Order shall be paid by Seller, and Seller shall indemnify and hold ABTS harmless from and against all liability for such taxes.

16. TECHNICAL INFORMATION DISCLOSED TO ABTS:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to ABTS in connection with the Goods or services covered by this Purchase Order and unless otherwise agreed in writing, no commercial, financial, or technical information disclosed by Seller to ABTS shall be deemed confidential.

17. DUTY DRAWBACK RIGHTS:

This Purchase Order includes all related customs, duty, and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to ABTS. Seller agrees to inform ABTS of the existence of any such rights and, upon request, to supply such documents as may be required to obtain such drawback.

18. CONFIDENTIAL INFORMATION:

Seller agrees to hold all of ABTS' confidential information and trade secrets, as defined by Georgia law, including, but not limited to, designs and manufacturing information, in strict confidence and to not disclose said confidential information and trade secrets to any third party at any time or to use such information for any purpose except to fulfill its obligations to ABTS under this Purchase Order; provided that said obligation with respect to confidential information shall commence on the date of this Purchase Order and continue until two (2) years following final fulfillment of Seller's obligations hereunder; provided, however, with respect to trade secret information, Seller's duties shall survive for so long as such information remains a trade secret.

19. WORKS FOR HIRE:

To the extent that Seller creates any works of authorship for ABTS in connection with this Purchase Order (the "**Work Product**"), the Work Product shall be deemed a work made for hire pursuant to the provisions of the U.S. Copyright Act, and ABTS shall be deemed the author and owner of such Work Product. To the extent that the Work Product fails to qualify as a work made for hire, Seller, by commencing performance under this Purchase Order, hereby irrevocably assigns to ABTS any and all right, title and interest that it has in the Work Product. Seller's assignment hereunder shall be deemed a continuing assignment, effective for all Work Product created by Seller hereunder. By commencing performance under this Purchase Order, Seller warrants that it has the full and complete authority to make the grants and agreements contained herein and that no other party has or shall ever have any right or license in the Work Product, including any subcontractor, employee, or other party claiming by or through Seller.

20. RECALL:

If either Seller or ABTS learns of any issue relating to a potential safety hazard or unsafe condition caused by or associated with any Goods purchased from Seller hereunder ("**Safety Issue**"), or is advised of such a condition by competent authorities of any government having jurisdiction over such Goods, it will promptly advise the other party and each party will communicate to the other all relevant facts known to it. The parties shall cooperate in communication with the public and governmental agencies and in correcting any such condition that is found to exist. Seller and ABTS shall consult with one another prior to making any statements to the public or to any governmental agency concerning the Safety Issue, except in circumstances in which doing so would prevent timely notification that may be required to be given under an applicable law or regulation. Expenses associated with the correction of a Safety Issue, except to the extent caused by a design with respect to which Seller has been expressly and specifically exempted, in writing, from design responsibility, shall be solely Seller's responsibility; and Seller shall hold harmless and indemnify ABTS from and against all such expenses related to any recall or withdrawal, including but not limited to, the actual cost of the Goods, as well as the costs of Goods replacement, customer accommodations, retrieval, segregation, storage, transportation, destruction and/or disposal, the costs of notification to customers and governmental agencies, the costs of record-keeping, call centers and other administration, and attorneys' fees. Notwithstanding the foregoing, Seller shall not have responsibility to the extent that any Safety Issue (a) results from the negligent act or omission of ABTS or (b) arises out of non-Goods related aspects of the finished goods produced by ABTS in which the Goods are a component.

21. GENERAL:

Notice shall be in writing by certified mail, overnight delivery or facsimile transmission given to the parties at their respective addresses set forth on this Purchase Order. Seller shall not assign or delegate any of its rights or the performance of any of its obligations under this Purchase Order without written consent of ABTS. Waiver by ABTS of any provision hereof shall not be deemed a waiver of future compliance therewith. ABTS' remedies herein are cumulative and additional to any other rights and remedies provided in law or equity. In the event of any arbitration or litigation involving this Purchase Order, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs associated with such arbitration or litigation. The Section captions herein are for reference only and shall in no way limit or define the meaning of the provisions hereof. This Purchase Order, and any documents referred to on the face hereof, constitute the entire agreement between the parties, and supersedes all other understandings or agreements related to the subject matter hereof. This Purchase Order shall be governed by and construed under the laws of the State of Georgia, and Seller hereby submits to the exclusive jurisdiction of the applicable State or federal courts located in the State of Georgia.