

ANTIQUE Street Lamps™
TERMS AND CONDITIONS OF SALE

For Shipments within Canada
Effective August 25, 2008

TERMS

ANTIQUE Street Lamps™, a division of Acuity Lighting Group, Inc. ("ASL") products – Net 30 days from date of invoice.

FREIGHT ALLOWANCE

ASL products may be combined on an order to qualify for freight allowance. Lithonia, Peerless, Peerlite, Hydrel and other Acuity products cannot be combined on an order with ASL product or with any other brand to qualify for freight allowance.

For shipments outside Canada or the contiguous United States, contact ASL for applicable terms & conditions.

All shipments are F.O.B. our shipping point:

All orders for ASL product having a distributor price of CN\$3,000 or more for one consignee for one shipment qualify for freight allowance.

All ASL orders having a distributor price less than CN\$3,000 will be assessed freight and handling charges. All Rapid-Ship Products (RSP suffix) are freight pre-paid, regardless of distributor price value.

Anchor bolts are included with ASL posts and poles and are shipped along with the order. Pre-shipped anchor bolts for any order will be assessed freight and handling charges.

ALL SHIPMENTS – For all orders that qualify for freight allowance, ASL reserves the right to select the carrier and method of shipment (flatbed or LTL), and to route shipments at its discretion. Upon the customer's request for special freight service, ASL will ship via expedited freight service and the customer shall pay the difference between standard and expedited freight. Upon the customer's request for partial deliveries, ASL will ship partial shipments and the customer shall pay the difference between the original complete shipment and the partial freight shipments. ASL will not bear responsibility for any or unforeseen charges between promised delivery dates and actual delivery dates.

TRANSPORTATION CLAIMS

ASL products are reviewed for mechanical defects prior to shipping. Transportation authorities, who assume responsibility for both apparent and concealed damages sustained by improper handling, regularly inspect the packaging of ASL products. Title passes to purchaser upon delivery by ASL to the carrier. The customer shall make all claims for damages or shortages in transit to the delivering carrier. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from the consignee to ASL.

QUOTATIONS

All quotations are valid for 90 days from date of issue. Quotes older than 90 days may be subject to revision. Quotes for custom or modified products are subject to revision if changes in quantities or designs occur. In all its quotations, ASL provides estimated ship dates. Accordingly, ASL, while it will endeavor to ship within the estimated ship dates, will not bear responsibility for liquidated damages or other charges arising from a delayed shipment.

PRICES

Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Specially quoted orders that cannot be released for shipment prior to the price increase may be subject to an increase in price. Minimum billing for all product or parts orders is CN\$150 net. Prices do not include lamps unless so specified. Prices exclude all taxes and duties.

HOLD FOR RELEASE ORDERS

All hold-for-release orders are valid for 6 months from receipt by ASL. After 6 months, ASL may cancel such orders or, in its sole discretion, ASL may revise pricing. Distributor will be advised at the time of the price change and may choose to retain or cancel the order without penalty.

SUBMITTAL DRAWINGS

ASL may require approved submittal drawings prior to releasing any orders for production. Changes to such drawings after the order is released may result in change order fees.

RETURN OF MERCHANDISE

All ASL products are not returnable. If a product must be returned for Warranty or other purposes requested by ASL, coordination of the return must be made with ASL's Customer Service or Field Service Departments. A Return Authorization number is required. All returns must be shipped prepaid to the location designated on the Return Authorization.

SERVICE AREA LIMITATION

The company 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 distributor.

LIMITED WARRANTY

ASL warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of two (2) years from the date of shipment. The guarantee liability extends only to the repair or replacement of the defective part and no labor charges for correction of the defect by repair or replacement will be paid by ASL, unless ASL's Customer Service or Field Service Departments grants prior written authority.

ASL shall not be liable for damages that result from deliveries that do not occur within a customer's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of ASL, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

Anchor bolts must be obtained from ASL and installed using current factory-furnished templates.

Ballast Guarantee — Ballasts are those of recognized, responsible manufacturers. Orders calling for specified brand name or type ballast will be handled on a quotation basis only. Claims for defective ballasts found to be in warranty should be made directly to the ballast manufacturer through their local ballast service center or their field representative in order to expedite replacement. ASL is not responsible for any costs or expenses, including without limitation any labor charges for replacement of defective ballasts. Any such costs would be the responsibility of and must be authorized by the ballast manufacturer. Copies of each manufacturer's standard ballast replacement program are available upon request from ASL/Lithonia representatives or can be accessed via www.lithonia.com.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ASL MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND ASL EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF ASL HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY:

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to ASL's products. The total liability of ASL 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, ASL's performance or breach of the foregoing limited warranty or from ASL's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL ASL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, 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).

CANCELLATION CHARGE

All cancellations must be made in writing to ASL. All ASL orders may not be cancelled unless ASL is reimbursed for work already performed and for special material purchased by the company. 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 customer.

GENERAL

ASL price sheets are not offers to sell, and possession of a price sheet does not entitle one to purchase. ASL shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders. Specifications are subject to change without notice. Consult ASL for verification. ASL does not warrant the compliance of its product to individual project specifications and the approval for its use. If purchaser does not pay the purchase price within the time periods set forth above, ASL reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due ASL is collected by, or attempted to be collected through an attorney at law or other collection agency, ASL shall be entitled to recover all collection expenses, including attorney's fees.

ACCEPTANCE:

Acceptance of orders can be made only at our Austin, Texas, USA office location on the basis of these terms and conditions of sale. ASL will not accept orders that require customer-furnished components.

ENTIRE AGREEMENT:

Except as expressly agreed in writing signed by ASL, the terms and conditions stated above shall constitute the entire sales agreement between ASL and the purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and agreement with these Terms and Conditions.

ASL reserves the right to change these Terms and Conditions of Sale without notice.

ANTIQUÉ Street Lamps™
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ASL Terms - CN.doc
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