

Acuity Brands Controls Terms and Conditions of Sale
For Shipments within the United States for
SensorSwitch®, PowerSentry®, ACCUPRO®, ROAM®,
Dark to Light®, Lighting Control & Design™ and Synergy® Products
Effective August 1, 2011

GENERAL:

Unless otherwise specifically agreed in writing by an authorized representative of Acuity Brands Lighting, Inc. or Acuity Brands Technology Services, Inc. (collectively, "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 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 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.

PAYMENT TERMS:

Payment terms for sales by Acuity of Acuity products are net 30 days from date of invoice or as otherwise provided in the applicable invoice.

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.

SHIPPING:

Shipping dates are approximate and are based on conditions existing at the time of Acuity's receipt of the purchaser's order and full information. Acuity will in good faith endeavor to ship by the estimated shipping date, but it shall not be responsible for any delay or any damage arising from a delay.

TRANSPORTATION CLAIMS:

All shipments are F.O.B. Origin, freight prepaid and allowed, except that any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add. 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.

PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "firm," Acuity reserves the right to invoice at the prices in effect on the date of shipment. Acuity reserves the right to require minimum order amounts. Prices exclude all taxes.

SUBMITTAL DRAWINGS:

Acuity may require Acuity-approved submittal drawings prior to releasing for production any order for products Acuity does not keep in stock or special, custom made or modified products. Changes to such drawings after the order is released for production may result in the imposition of change order fees.

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.

PRODUCT RETURNS:

Except for any Acuity products that fail to meet the applicable warranty described below, within the applicable warranty period, requests to return merchandise must be made within four (4) months from date of shipment from Acuity's facilities. No products will be accepted for return unless accompanied by a "return authorization number," which can be obtained only from an authorized Acuity post-sales or customer service representative. Return authorization will not be granted when the value of all items to be returned is less than \$300.

Return shipments must be made F.O.B. Acuity's facility as specified on Acuity's return authorization form. For products accepted for return, a credit towards the future purchase of Acuity products will be issued at the prices prevailing at the time of original shipment or at the time of return, whichever is lower, from which will be deducted all freight charges previously allowed, and any applicable service charge to cover part of the cost of handling, unpacking, repacking and placing the products in salable condition. The actual service

charge will be determined from the condition of the products as received at Acuity's facility. Products returned for errors in shipment will be accepted at full credit and without service charge. Transportation costs must be prepaid by the purchaser on all returned merchandise.

CANCELLATIONS:

Only orders for products Acuity keeps in stock 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.

NON-RETURNABLE MERCHANDISE

The following products are not returnable: products Acuity keeps in stock containing time-sensitive components that have reached the end of their warranty or shelf life; outdated or phase-out products Acuity keeps in stock; products and parts Acuity does not keep in stock; special, custom made or modified products and parts; and products not in original packages.

LIMITED WARRANTY:

Subject to the limitations set forth below, Acuity warrants all Acuity products sold hereunder to be free from defect in manufacturing for a period of three (3) years from date of shipment from Acuity's facilities, unless a different warranty period is set forth in the specification sheet for the applicable product.

Except as otherwise specifically agreed in writing with Acuity, purchaser or any end user shall be solely responsible for the installation and operation of the products covered hereby, including without limitation, the obtaining of all permits, licenses or certifications required for the installation or use of such products.

Responsibility for selection of the proper product or application rests solely with the purchaser. The conformance of Acuity products to individual project specifications and the approval for the use of such products in a particular application is not warranted by Acuity.

This limited warranty extends only to the products as delivered to, and is for the sole and exclusive benefit of, the original end user of the product at the original location. This limited warranty may not be transferred or assigned by the original end user.

If any of Acuity's products fail to comply with the terms of this warranty, at Acuity's option, Acuity will repair or replace the product with the same or a functionally equivalent product or component part. This warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts.

Warranty claims regarding the products must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized

Acuity post-sales or customer service representative. Products may be required to be returned for inspection and verification of non-conformance by Acuity, but no products will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative.

Acuity shall not be responsible for any failure of its products which is the result of: external causes, such as accumulation of debris (natural or otherwise); site conditions and other factors beyond Acuity's reasonable control, including without limitation, heavy tree cover or radio interference; acts of nature; physical damage; environmental conditions; vandalism; fire; power failure, improper power supply, electrical current fluctuations or excessive switching; induced vibration; animal or insect activity; natural catastrophe; fault or negligence of purchaser, any end user of the product or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service or failure to comply with any applicable codes and/or recommendations or instructions of Acuity; failures resulting from use with end user or third party supplied products, processes, materials, software, services, networks or the internet; or any other occurrences beyond Acuity's reasonable control. Adequate records of operating history and maintenance must be kept by the end user and provided to Acuity upon request to substantiate that the products have failed to comply with the terms of this warranty.

The repair or replacement of any product or component part within the product is the sole and exclusive remedy for failure of the product to comply with the terms of this warranty and does not extend the warranty period.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, ACUITY MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO ANY PRODUCTS MANUFACTURED OR SOLD BY ACUITY, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACUITY MAKES NO REPRESENTATION OR WARRANTY THAT THE PERFORMANCE OF THE PRODUCTS OR ANY RELATED SOFTWARE WILL OPERATE ERROR-FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT SUCH PRODUCTS AND/OR SOFTWARE ARE COMPATIBLE WITH ANY PARTICULAR APPLICATIONS OR PLATFORMS OTHER

THAN THOSE PROVIDED OR SET FORTH IN THE SPECIFICATIONS AND/OR USER GUIDE FOR SUCH PRODUCTS AND/OR SOFTWARE. ACUITY DOES NOT WARRANT THAT ANY NONCONFORMANCES IN SUCH SOFTWARE WILL BE CORRECTED. THIS LIMITED WARRANTY MAY BE MODIFIED OR AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF ACUITY. WITHOUT AN EXPRESS, WRITTEN AUTHORIZATION FROM ACUITY, NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

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 performance or breach of the foregoing warranty, or from Acuity's sale, delivery, resale, 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 warranty period set forth above.

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 PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE ARISING OUT OF THE SALE OF ANY PRODUCTS OR SERVICES OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY.

Acuity reserves the right to change or improve the design of any of its products without assuming any obligation to modify any product previously manufactured.

HIGH RISK DISCLAIMER:

The Acuity products are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft, operating theaters or any other application in

which the failure of the Acuity products could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). Acuity expressly disclaims any liability or express or implied warranty of fitness for High Risk Activities.

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.

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. Purchaser consents and submits to the jurisdiction of any State or Federal Court in Fulton County, Georgia for the purpose of any suit or other proceeding arising out of its transactions with Acuity and expressly waives any and all objections as to venue and jurisdiction of any such courts.

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



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