

Peerless Lighting Terms & Conditions of Sale

EFFECTIVE AUG. 16, 2010

For Shipments Within or To Canada

TERMS

Payment terms for sales by Acuity Brands Lighting Canada, Inc. ("ABL Canada") of products manufactured and sold by Peerless Lighting, a division of Acuity Brands Lighting, Inc. ("Peerless Lighting"), are Net 30 days from date of invoice.

If purchaser does not pay the purchase price within the time periods set forth above, ABL Canada reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due ABL Canada is collected by, or attempted to be collected through, an attorney at law, ABL Canada shall be entitled to recover all collection expenses, including attorney's fees.

FREIGHT ALLOWANCE

All orders for Peerless Lighting product having a distributor price of \$1,500 or more for one consignee for one release qualify for freight allowance. All orders for Peerless Lighting product having a distributor price of less than \$1,500 will be assessed freight and handling charges.

ALL SHIPMENTS

For orders that qualify for freight allowance, ABL Canada reserves the right to select the carrier and to route shipments at ABL Canada's discretion. In all other cases, ABL Canada will ship in the manner selected by the purchaser provided the purchaser assumes all transportation costs.

TRANSPORTATION CLAIMS

All shipments are F.O.B. Origin, freight prepaid and allowed, except that (i) all orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add and (ii) all orders (regardless of size or price) shipping to Yukon, Northwest Territories, Labrador, Nunavut and northern regions will be shipped F.O.B. Origin, freight collect. Title and risk of loss passes to purchaser upon delivery by ABL Canada or Peerless Lighting to 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 the purchaser to Peerless Lighting or ABL Canada.

PACKAGING

Peerless Lighting and ABL Canada reserve the right to optimize packaging at their discretion. Some products may only be available in bulk package multiples or case quantities.

PRICES

Prices shown are in Canadian Dollars (\$). Prices are subject to change without notice. In the event of price increases, all accepted orders on hand will be filled at the 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 the shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Minimum billing for all product and parts orders is \$100 net. Prices do not include lamps unless so specified. Prices exclude all taxes.

RETURNS

Peerless Lighting products are made-to-order and not returnable.

SERVICE AREA LIMITATION

ABL Canada 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 ABL Canada's distributor.

LIMITED WARRANTY

ABL Canada warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation and use, for a period of one (1) year from the date of shipment. ABL Canada's warranty 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 ABL Canada unless prior written authority has been granted by ABL Canada's Post-Sale department.

Neither Peerless Lighting nor ABL Canada shall be liable for damages that result from deliveries that do not occur within a purchaser's specified time frame or for any delay or default in delivering products where occasioned by any cause beyond the control of Lithonia Lighting or ABL Canada, including without limitation embargoes; shortages of labor, raw materials, or fuel; fires; floods; accidents; acts of war; or other similar causes.

Fluorescent ballast and lamp warranties generally apply only to ballasts and lamps of recognized manufacturers. Orders calling for specified brand name or type ballasts or lamps will be handled on a quotation basis only. Any claims for defective ballasts or lamps found to be in warranty should be made directly to the manufacturer through their local service center or their field representative. Neither Peerless Lighting nor ABL Canada is responsible for any costs or expenses, including without limitation any labor charges, for replacement of defective ballasts or lamps. Any such costs are the responsibility of and must be authorized by the ballast or lamp manufacturer. Copies of each manufacturer's standard ballast and lamp replacement program are available upon request from your Peerless Lighting representative or can be accessed via www.peerless-lighting.com.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. NEITHER PEERLESS LIGHTING NOR ABL CANADA MAKES ANY REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND EACH OF PEERLESS LIGHTING AND ABL CANADA 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 PEERLESS LIGHTING OR ABL CANADA 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 Peerless Lighting's products. The total liability of Peerless Lighting and ABL Canada 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, Peerless Lighting's or ABL Canada's performance or breach of the foregoing limited warranty or from Peerless Lighting or ABL Canada'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 PEERLESS LIGHTING OR ABL CANADA 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.

SPECIFICATIONS

Specifications are subject to change without notice. Consult ABL Canada Customer Care for verification. The compliance of Peerless Lighting products to individual project specifications and the approval for their use is not warranted by Peerless Lighting or ABL Canada.

CANCELLATION CHARGE

Orders for stock items may be cancelled prior to shipping without charge. All other orders may not be cancelled unless Peerless Lighting and ABL Canada are reimbursed for work already performed and for special material purchased by Peerless Lighting or ABL Canada. 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.

ACCEPTANCE

All orders are subject to final acceptance by ABL Canada. ABL Canada will not accept orders that require customer-furnished components.

ENTIRE AGREEMENT

Except as expressly agreed in writing by ABL Canada, the terms and conditions stated above shall constitute the entire sales agreement between ABL Canada 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 of Sale. The sale of products hereunder does not transfer title to any of Peerless Lighting's or ABL Canada's intellectual property rights to purchaser. The sale of products hereunder shall be controlled, 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. The foregoing shall not be governed by the terms of the United Nations Convention on Contracts for the International Sale of Goods.

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

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