

PAYMENT TERMS:

Purchaser agrees to pay the prices quoted by Distech Controls Inc. ("Distech Controls"), and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Unless otherwise agreed upon by Distech Controls in writing, payment terms for sales by Distech Controls of Distech Controls products, services and service offerings are net 30 days from the invoice date.

If purchaser does not pay any invoice, in whole or in part, when due, Distech Controls may assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due Distech Controls is collected by or through an attorney, Distech Controls shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

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," Distech Controls reserves the right to invoice at the prices in effect on the date of shipment. Distech Controls reserves the right to require minimum order amounts. Prices exclude all taxes.

FREIGHT:

All US and Canadian orders (regardless of size or price) will be shipped EXW (INCOTERMS 2010) at Distech Controls' office, freight prepaid and invoiced with order. International orders (regardless of size or price) will be shipped FCA (INCOTERMS 2010) from Distech Controls' office, freight to destination prepaid and invoiced with the order. Distech Controls will ship in the manner selected by purchaser provided purchaser assumes any additional transportation costs.

TAXES:

Purchaser has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products or services.

TRANSPORTATION CLAIMS:

Title and risk of loss passes to purchaser upon delivery of products by Distech Controls 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 Distech Controls.

PACKAGING:

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

SERVICE AREA LIMITATION:

Distech Controls 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 Distech Controls system integrator or distributor.

RETURN OF STOCK MERCHANDISE:

No merchandise may be returned without prior written authorization from Distech Controls. Requests to return merchandise must be made within four (4) months from date of shipment by Distech Controls. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum disposition charge of 35% (to defray the cost of handling). All returned product must be in salable condition in order to qualify for credit. Return authorization will not be granted when the value of all items to be returned is less than US\$300.

NON-RETURNABLE MERCHANDISE:

The following products are not returnable: all non-stock, special, custom made or modified products; all stock products containing time-sensitive components that have reached the end of their warranty or shelf life; and outdated or phase-out stock products.

CANCELLATIONS:

Orders for products may be cancelled prior to shipment, but purchaser shall be liable to Distech Controls for any loss arising out of the cancellation. Cancellation of any product order after

shipment will be subject to the return provisions of these Terms and Conditions of Sale. Orders for services are non-cancellable, and except as provided in the applicable Distech Controls services warranty, fees for services are non-refundable. If services are not provided prior to invoice, the purchaser is entitled to the performance of ordered services only within the 18-month period after the services invoice date.

LIMITED WARRANTY:

Statements of the limited warranties provided by Distech Controls for Distech Controls products, services and service offerings are available at http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

LIMITATION OF LIABILITY:

The total liability of Distech Controls 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, Distech Controls' 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.

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

IN NO EVENT SHALL DISTECH CONTROLS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, 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 OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

INTELLECTUAL PROPERTY:

Nothing herein shall be construed to grant to purchaser or any end user of a Distech Controls 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, services, service offerings or related software that may be already installed in or included with the products, services or service offerings (the "Software"). The Software is not sold, and is protected by international intellectual property laws and treaties. Such Software may be used solely in connection with the product, service or service offering with which it is included, subject to any additional terms and conditions that may become applicable when the end user installs or accepts the Software or part of a written agreement between Distech Controls and the end user. The products may not be loaned, rented or disclosed, nor may access be provided to the Software, for a fee or otherwise, to any third party. The Software may be permanently transferred, but only as part of a sale or transfer of the products, provided that no copies are retained, all Software is transferred, and such sale is subject to the applicable terms of these Terms and Conditions of Sale. No product or Software shall be duplicated, reverse engineered, or decompiled by anyone other than Distech Controls except and only to the extent this restriction is prohibited by law. Purchaser will comply with any applicable terms imposed in writing by the respective owners of any third party Software, including but not limited to those set forth in the Product Addendum for Products Incorporating the NiagaraAX Framework or the Sedona Framework available at http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

CHOICE OF LAW; CONSENT TO JURISDICTION:

These Terms and Conditions of Sale are governed by and are to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein (without regard to the Choice of Law principles thereof) and treated in all respects as an Ontario contract. Any dispute, controversy, or claim between the parties relating to the subject matter of these Terms and Conditions of Sale, including without limitation, any dispute, controversy or claim arising out of or relating to these Terms and Conditions of Sale or the breach, termination, or validity thereof, if not settled by mutual good faith negotiation of the parties, may be commenced in the Courts of the Province of Ontario. Accordingly, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom. These Terms and Conditions of Sale shall not be governed by the terms of the United Nations Convention on Contracts for the International Sale of Goods.

GENERAL:

Unless otherwise specifically agreed in writing by an authorized representative of Distech Controls, 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 Distech Controls and shall not be incorporated into any order or other agreement for the sale of Distech Controls products, services or service offerings. 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, services or service offerings ordered. If an authorized representative of Distech Controls 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 or authorized resale by purchaser of any products or services shall be deemed to constitute such assent. If any quotation or other document of Distech Controls 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 Distech Controls, constitute the entire sales agreement between Distech Controls and purchaser, unless they are made part of a written agreement between Distech Controls 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. Distech Controls objects to and rejects any terms between purchaser and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from purchaser to Distech Controls, unless agreed to in writing by an authorized representative of Distech Controls. These Terms and Conditions of Sale supersede all those published or issued previously by Distech Controls. All orders are subject to final acceptance by Distech Controls and credit approval. Distech Controls will not accept orders that require customer-furnished components, unless agreed to in writing by an authorized representative of Distech Controls. Distech Controls price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. Distech Controls shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted purchase orders. The parties have agreed that these Terms and Conditions of Sale be drafted in English. Les parties ont convenu à ce que ce contrat soit rédigé en anglais.

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

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