



FIELD SERVICES TERMS AND CONDITIONS

The following terms and conditions apply to installation, commissioning, start-up programming, site audits, field repair work, pre-construction meetings, site visits, service of lighting controls equipment under service plans, and other on-site services (collectively, "Field Services") performed by Acuity Brands Lighting, Inc. or Acuity Brands Technology Services, Inc. (collectively, "Acuity Brands").

- 1. Performance.** Acuity Brands represents and warrants that the Field Services will be provided in accordance with the Statement of Limited Warranty For Services Performed within the United States and Canada located at <http://www.acuitybrands.com/resources/terms-and-conditions>. Acuity Brands agrees to keep the premises clean of debris arising out of its own operations.
- 2. Customer Responsibilities.** With respect to the Field Services, customer shall (i) cooperate with Acuity Brands in all matters relating to the Field Services and provide such access to the premises, and such office accommodations and other facilities or required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.), without charge, as may reasonably be requested by Acuity Brands; (ii) respond promptly to any Acuity Brands request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Acuity Brands to perform the Field Services; (iii) provide such customer materials or information as Acuity Brands may reasonably request to carry out the Field Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all laws applicable to customer in relation to the Field Services being performed before the date on which the Field Services are to commence, including but not limited to all national, state, and local electric and building code requirements.
- 3. On Site Visits.** Customer acknowledges that all Field Services must be performed in compliance with Acuity Brands' safety procedures, which may include temporarily disabling or de-energizing systems and other equipment. If (i) customer cancels a confirmed on-site visit with less than two (2) business days' notice prior to the scheduled on-site visit date, or (ii) there is any delay or stoppage of on-site services caused by customer, customer shall be responsible for any expenses incurred (including, but not limited to, associated travel expenses and field engineer time). In addition, if Acuity Brands is unable to subsequently complete an on-site visit due to Customer's failure or inability to reschedule the on-site visit within ninety (90) days after the original on-site visit date, Acuity Brands' obligations with respect to that on-site visit shall be considered to have been fulfilled and no refund for such on-site visit shall be due. Customer shall also be responsible for all costs associated with use of union labor when required by customer. If Field Services include any services required by law to be performed by a licensed electrician or electrical contractor, such Field Services will be performed by one or more third party contractors, not by Acuity Brands employees, and pricing for the Field Services may be subject to change.
- 4. Remote Field Services.** Customer acknowledges and agrees that any Field Services may be performed by Acuity Brands personnel who are not physically located at the premises (for

example, through an internet connection or over the telephone), when applicable. Any costs associated with providing a virtual private network or secured internet connection for remote access in support of remote programming and diagnosis by Acuity Brands are not included, and absence of such remote access infrastructure precludes remote access and related Acuity Brands support.

5. **Working Hours.** All Field Services performed are to be provided during Acuity Brands' normal working hours unless otherwise agreed to in writing by an authorized representative of Acuity Brands. Neither Acuity Brands nor its employees or contract personnel shall be required to devote full time to the performance of the Field Services. Acuity Brands shall have the right to perform Field Services for other clients.
6. **Building and Electric Code.** If upgrades are required to bring any part of the customer premises into compliance with any national, state, and local electric or building code requirements, any costs for such upgrades are the sole responsibility of customer. Acuity Brands will not proceed with any Field Services until all code requirements are met. In addition, if an asbestos survey and/or abatement is required under state or local laws or regulations, any costs for the survey and/or abatement are the sole responsibility of customer. Acuity Brands will not proceed with any Field Services until all asbestos survey and abatement requirements are met and the premises are free from any hazardous conditions, property, or equipment that might render the premises unsafe for performing the Field Services.
7. **Suspension of Services.** If Acuity Brands suspends performance of Field Services due to customer's failure to make timely payment, the pricing for the Field Services shall be increased by the amount of Acuity Brands' reasonable cost of shutdown, delay, and start-up, and the performance period shall be extended by the time of shutdown plus any additional time required for start-up, and Acuity Brands shall in no way be liable for any damages or costs incurred by customer due to such delays.
8. **Additional Work.** Customer may request that Acuity Brands perform additional Field Services ("Additional Work"). Acuity Brands agrees that it will perform such Additional Work, provided that the parties have agreed in writing on the scope or definition of such Additional Work and an authorized representative of customer has authorized, in writing, the additional compensation payable to Acuity Brands for the performance of the Additional Work. The performance of any and all such Additional Work shall be subject to and governed by these Terms and Conditions.
9. **Scope of Work Exclusions.** Repairs to building construction, plastering, patching and painting are excluded from any scope of Field Services unless specifically agreed to in writing. Customer shall not back charge Acuity Brands for any costs or expenses without consent in writing by an authorized representative of Acuity Brands. Unless expressly agreed to in writing by an authorized representative of Acuity Brands, Acuity Brands' obligations exclude any service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or hazardous substances, including, but not limited to, asbestos, PCB-containing ballasts or mercury-containing lamps, discovered in or on the premises. As set forth in the Statement of Limited Warranty For Services, Acuity Brands shall not be responsible for damages or errors in any product for which customer has authorized service, operation and/or modification by a party other than Acuity Brands or where the product has not been maintained in accordance with Acuity Brands' recommendations. In the event of such an

occurrence, and upon customer's request, Acuity Brands will inspect such product and invoice customer for costs incurred to return such product to good working condition at Acuity Brands' then-current time and materials rates. Acuity Brands shall not be responsible for furnishing any service, parts or materials in the event that incorrect, or an inadequate quantity of, product was ordered or installed prior to commencement of the Field Services. Labor costs to remove and reinstall existing components, fixtures, ballasts/LED drivers, and/or line voltage electrical equipment are not included. Parts, except for those covered by the applicable Acuity Brands product warranty, are not included. Computers, associated equipment, and other software are not included.