PAYMENT TERMS: Purchaser agrees to pay the prices quoted by Acuity Brands Lighting Canada, Inc. ("Acuity Brands"), and is responsible for application, handling charges, taxes, duties as provided below. Payment terms for sales by Acuity Brands of Acuity Brands products, services and service offerings are available at http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx if purchaser provides the required minimum order amounts. Prices exclude all taxes. Prices do not include laps unless specified.

FREIGHT ALLOWANCE: Any orders that qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and all or as otherwise agreed to in writing by Acuity Brands. Any orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add. All orders (regardless of size or price) shipped to Yukon, Northwest Territories, Labrador, Nunavut and northern regions will be shipped F.O.B. Origin, freight collect. For all orders that qualify for freight allowance, Acuity Brands reserves the right to select the carrier and method of shipment and to route shipments at Acuity Brands’ discretion. Acuity Brands will ship in the manner selected by purchaser. Purchased product is the property of Acuity Brands until title passes to purchaser. Acuity Brands reserves the right to select the carrier and method of shipment and to route shipments at Acuity Brands’ discretion. purchaser. Bills of Lading marked with “Shippers Load and Count” do not guarantee availability for the freight or damages from purchaser to Acuity Brands.

PACKAGING: Acuity Brands 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: Acuity Brands 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 Brands distributor.

RETURN OF STOCK MERCHANDISE: No merchandise may be returned without prior written authorization from Acuity Brands. Requests to return merchandise must be within four (4) months from date of shipment by Acuity Brands. All returns must be shipped prepaid to the location designated on the return authorization. Credit will be allowed based on the original invoice price, or price in effect at time of return, whichever is lower, a minimum disposition charge of 35% (to defray the cost of handling). All returned product must be in salable condition and contain all packaging (or equivalent) and credit. Return authorization will not be granted when the value of all items to be returned is less than $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; outdated or phase-out stock products; and all Lithonia Lighting C&I stock and non-stock poles.

CANCELLATIONS: Orders for products may be cancelled prior to shipment without charge. Cancellation of any order for non-stock products will incur charges for work already performed and for special material purchased by Acuity Brands. Cancellation of any product order after shipment will be subject to the return provisions of these Terms and Conditions of Sale. Acuity Brands reserves, at its option, the right to discontinue or cancel any order for non-stock products; and all Lithonia Lighting C&I stock and non-stock poles.

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

LIMITATION OF LIABILITY: The total liability of Acuity Brands on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, is limited to the invoice price, or price resulting from, Acuity Brands’ 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. Acuity Brands 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 delay in delivery of products or services, or if the products or services were delivered to the wrong location, or for any other similar causes.

IN NO EVENT SHALL ACUITY BRANDS 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 ADVISED OR 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 OF LIABILITY, INCLUDING LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME 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 an Acuity Brands 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 included 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. The purchaser shall be solely responsible for complying with any applicable laws, rules, regulations or codes of conduct. The purchaser shall (in its sole discretion) accept the Software or part of a written agreement between Acuity Brands 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, whether in contract, warranty, tort (including negligence), strict liability or otherwise.

CHOICE OF LAW: CONSENT TO JURISDICTION: These Terms and Conditions of Sale are governed by and are to be interpreted 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 a Canadian contract, except where otherwise provided for by applicable Canadian statute or the Rules of the Courts of the Province of Ontario. Accordingly, the parties hereby irrevocably and unconditionally attorn 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 Acuity Brands, any different or additional terms and conditions proposed by or on behalf of any purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by Acuity Brands and shall not be incorporated into any order or other agreement for the sale of Acuity Brands products, services or service offerings. Purchaser’s assent to these Terms and Conditions of Sale, along with any Acuity Brands policies concerning the sale and/or.gen., may be commenced in the Courts of the Province of Ontario. The enforcement of any term or condition contained herein shall not affect the validity thereof, if not settled by mutual good faith negotiation of the parties, may be commenced in the Courts of the Province of Ontario. The enforcement of any term or condition contained herein shall not affect the 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 attorn 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.