PAYMENT TERMS:
Purchaser agrees to pay the prices quoted by Acuity Brands Lighting Canada, Inc. ("Acuity Brands"), and is responsible for all applicable taxes, taxes or sales duties as provided below. Payment terms for sales by Acuity Brands of Acuity Brands products, services and service offerings are available at [link].

If purchaser does not pay any invoice, in whole or in part, when due, Acuity Brands shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. Any order that does not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and added. 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 provided purchaser assumes any additional transportation and insurance costs. If purchaser requests Acuity Brands to delay shipping all or any portion of an order beyond its scheduled shipment date, Acuity Brands may impose a service charge of $2 per pallet per day.

PRICES:
Prices shown are in Canadian Dollars ($). 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 Brands reserves the right to invoice at the prices in effect on the date of shipment. Acuity Brands reserves the right to require minimum order amounts. Prices exclude all taxes. Prices do not include lamps unless specified.

FREIGHT ALLOWANCE:
Any orders that qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and allowed or as otherwise agreed to 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. Acuity Brands reserves the right to select the carrier and method of shipment and to route shipments at Acuity Brands' discretion. If purchaser requests Acuity Brands to delay shipping all or any portion of an order beyond its scheduled shipment date, Acuity Brands may impose a service charge of $2 per pallet per day.

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 Acuity Brands to the carrier. Therefore, claims for damages that occur during delivery or shipment must be made directly to the carrier and not to Acuity Brands. 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 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 made within four (4) months from date of shipment. 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 $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; clearance and limited-availability products; and all Lithonia Lighting C&I stock and non-palletized stock.

CANCELLATIONS:
Orders for stock products may be canceled 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 or service after Acuity Brands has been invoiced for transportation, insurance or duties to return the product, including duties not refundable. If not refunded, all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

LIMITED WARRANTY:
Statements of the limited warranties provided by Acuity Brands for Acuity Brands products, services and service offerings are available at [link].

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, arising out of or in connection with, or 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 deficiency shall automatically 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 any delay in delivering or performing products or services where Acuity Brands has no control over such events. Acuity Brands is not liable for damages or losses, including but not limited to any government regulations or orders, that prevent or delay delivery or performance of services, for any other cause beyond Acuity Brands' control, 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 ACUITY BRANDS BE LIABLE FOR ANY INDIRECT, 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, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT SHORTAGES, DAMAGE TO OR LOSS OF PROPERTY, LOSS OF USE, LOSS OF PRODUCTS, PROPERTY OR SERVICES, LOSS OF INCOME OR PROFITS, 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 intended 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 installed in or included with the products, services or service offerings (the "Software"). Acuity Brands owns all right, title and interest in and to the Software, and the Software is protected by international intellectual property laws and treaties. Such Software may be used solely in connection with the product, services or service offerings (the "Services") during the term of the applicable Terms and Conditions of Sale, unless they are made part of a written agreement between Acuity Brands and purchaser. No copy, practice, or course of prior dealings between the parties and any usage of trade (including nonuse) of the Software, whether original or replacement parts, constitutes an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale. Terms and Conditions of Sale supersede all those published or issued previously by Acuity Brands. All orders are subject to final acceptance by Acuity Brands and credit approval. Acuity Brands will not accept orders that require customer-furnished components, unless agreed to in writing by an authorized representative of Acuity Brands. Acuity Brands price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. Acuity Brands 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.

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