Acuity Brands International Terms and Conditions of Sale
Effective February 13, 2017

I. GENERAL
These Terms and Conditions of Sale apply to all orders accepted in the U.S.A. and all export sales from North America to Europe by Acuity Brands Lighting, Inc., Acuity Brands Technology Services, Inc., or any division of either of them (hereinafter collectively referred to as "Acuity"). These Terms and Conditions of Sale exclude shipments to Mexico and Canada. Unless otherwise specifically agreed in writing by an authorized representative of Acuity, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a quotation or otherwise, hereby rejected by Acuity and shall not be incorporated into any agreement for the sale of Acuity products. 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 ordered. If an authorized representative of Acuity has acknowledged purchaser’s order or proposal, and such acknowledgment 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 acknowledgment, and acceptance by purchaser of any products shall be deemed to constitute such assent. If any quotation or other document of Acuity 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 Acuity, constitute the entire sales agreement between Acuity and purchaser, unless they are adjusted, amended or supplemented by an agreement between Acuity 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. These Terms and Conditions of Sale supersede all those published or issued previously by Acuity. All orders are subject to final acceptance by Acuity. Acuity will not accept orders that require customer-furnished components. Acuity cannot be held responsible for custom and possession of a price sheet does not entitle one to purchase. Acuity shall not be bound to sell any products unless it shall (in its sole discretion) accept submitted purchase orders.

II. PRICES
A. Prices in any Acuity quotation are based upon the respective factors in a quotation for shipment within sixty (60) days after the quotation, provided that a purchase order based on the quotation must be accepted by Acuity within thirty (30) days after the date of the quotation. Any purchase order accepted at a later date may result in a change of price.
B. Prices are quoted and invoiced on a unit price basis in U.S. Dollars, or as otherwise indicated in the applicable Acuity quotation. Quantities taken from drawings or building descriptions by Acuity to submit a quotation or fill an order cannot be shipped when ready due to any cause specified hereinafter in Article VI, DELAYS -- FORCE MAJEURE, Acuity may place such products in storage. In such event, Acuity may charge Acuity for such storage on a pro-rata basis, such as preparation for and placement into storage, handling, storage, inspection, preservation, insurance, and interest charges, shall be payable by purchaser upon submission of Acuity’s invoice(s); (2) Acuity’s delivery obligations shall be deemed fulfilled, and all risk of loss or damage shall thereupon pass to purchaser, if it has not already passed; and (3) when conditions permit and upon payment of all amounts due hereunder, Acuity shall arrange on behalf of purchaser for shipment EXW.
E. Purchaser shall make all claims for damages or shortages in transit with delivering carrier.
F. Shipments are EXW, freight prepaid and allowed via common carrier, standard domestic means, on orders having a total value of US$1,000 or more for release in one shipment to nearest port (or at Acuity’s discretion) from one shipping point. Transportation costs for orders having a total value less than US$1,000 will be prepaid and invoiced to purchaser.
G. All poles include anchor bolts where applicable. On all advance shipments of anchor bolts, purchaser will be invoiced for (1) value of anchor bolts and (2) actual freight charges for pre-shipment. If anchor bolts are set without Acuity-furnished templates, Acuity will not accept any responsibility. Bolt circle dimensions are subject to change.

H. Acuity will ship products using either 20-foot or 40-foot containers at US$250 per container charge, provided (1) purchase order for the shipment is acknowledged for movement and (2) destination is closest port. Request to ship other than closest port must be approved by Acuity prior to order acceptance. Acuity reserves the right to select the port of embarkation.

IV. INTERNATIONAL SHIPMENT
As a service to purchaser, upon purchaser’s request and at purchaser’s expense, Acuity shall arrange for international shipment on behalf of purchaser at purchaser’s expense. At the sole option of Acuity, either purchaser shall pay Acuity for all fees and expenses invoiced by Acuity or Acuity may require purchaser to pay such expenses directly. Such expenses may include, but not be limited to, those covering preparation of consular documents, freight forwarding, freight, storage and warehouse space, insurance and any expenses related to in-bond shipments (including bonds posted with the U.S. Customs and Border Protection). In such event, Acuity shall also apply for any required export licenses. Acuity will comply with any reasonable instructions of purchaser, or in the absence thereof, shall act according to its reasonable commercial judgment. In acting on purchaser’s behalf hereunder, Acuity shall be without liability for any claim asserted by purchaser, notwithstanding Article XI, LIMITATION OF LIABILITY hereof, and purchaser shall indemnify and hold harmless Acuity from any claims asserted by third parties arising from Acuity’s actions on purchaser’s behalf pursuant to this Article IV.

V. GOVERNMENTAL AUTHORIZATIONS
A. Purchaser shall be responsible for timely obtaining of any required authorization, such as an export license, import license, exchange permit or any other governmental authorization, even though any such authorization may be applied for by Acuity. Purchaser and Acuity shall assist each other in every manner reasonably possible in securing such authorization as may be required. Acuity shall not be liable if any authorization is delayed, withheld, restricted or not renewed, and purchaser shall be relieved of its obligations to pay Acuity for the executed portion of the work and termination charges as defined in Article V C, DELAYS -- FORCE MAJEURE.
B. All sales hereunder shall at all times be subject to the export control laws and regulations of the United States government. Purchaser agrees that it shall not make any disposition of such products, other than for trans-shipment, re-export, redeployment or otherwise (except as said laws and regulations may expressly permit) of products purchased from Acuity other than in and to the ultimate country of destination specified on purchaser’s purchase order and/or declared as the country of ultimate destination on Acuity’s invoices.

VI. DELAYS -- FORCE MAJEURE
A. Acuity shall not be liable for any delay or default in performance where occasioned by any cause of any kind or extent beyond its control, including, but not limited to: armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; acts of terrorism; action of any civil or military authorities (including priorities and allocations); fires; floods; accidents.
B. The shipping date and any other date on which Acuity’s obligations are to be fulfilled shall be extended for a period equal to the time lost by reason of any delay arising directly or indirectly from (1) any of the foregoing causes; (2) inability due to causes beyond Acuity’s reasonable control to timely obtain instructions or information from purchaser; or (3) any other cause beyond Acuity’s reasonable control, including delay in purchaser’s fulfillment of any of its obligations under these Terms and Conditions of Sale. The foregoing extension shall apply even though such cause may occur after Acuity’s performance of its obligations has been delayed for other causes.
C. If delay resulting from any of the above-stated causes extends for more than 60 days and the parties have not agreed to a revised basis for performance at the end of the delay, including adjustment of the price, then either party, upon thirty days prior written notice, may terminate the contract, and upon such termination, Acuity shall pay 75% of the termination charges in an amount sufficient to include, without limitation, all of Acuity’s costs, expenses and damages, together with all sums payable under these Terms and Conditions of Sale.

VII. PAYMENT
A. Terms of payment shall be as follows: 1. Cash in advance via wire transfer with 50% at the time of order acceptance and balance due when order is ready for shipment.
B. A letter of credit established by purchaser. Such letter of credit shall be irrevocable and in favor of and acceptable to Acuity and issued, or confirmed, by a USA bank acceptable to Acuity within 15 days after acceptance by Acuity of the order. Such letter of credit shall provide for prorata payments on partial deliveries, in accordance with the shipping terms in Article III, SHIPPING TERMS. The letter of credit description should read "Lighting Fixtures" and the amount of credit should be appropriate (+/- 10%) and payable in U.S. Dollars at U.S. counters. Such letter of credit shall provide for payment of any termination charges in the event of termination or cancellation of the order. All letter of credit banking charges are for the account of the purchaser.
C. Other terms of payment agreed upon in writing by Acuity’s Credit Department.
B. If products are ready for shipment and if Acuity cannot make shipment as scheduled due to any cause referred to in Article VI, DELAYS -- FORCE MAJEURE, any amounts otherwise payable to Acuity upon shipment shall be payable upon presentation of Acuity’s invoices and its certification as to such case, and upon such presentation, the products shall be deemed to be in storage in accordance with Article III D, SHIPPING TERMS.
C. When payment is to be made via wire transfer for any Acuity product, provide the following information to bank:

Bank of America, N.A. 100 West 33rd Street New York, NY, U.S.A.
ABA: 021000020
Account # 375 024 9781
Account name: Acuity Brands Lighting, Inc.
SWIFT CODE: BOFAUS3N
D. When payment is to be made by letter of credit for any Acuity product, request the letter of credit be advised and confirmed through:
Wells Fargo Bank, N.A.
Int’l Exports Trade Ops
1525 N. 10th St., Suite 650
Charlotte, NC 28203
MAC: D1109-011
Charlotte, NC 28262
Tel: 1-800-776-3862, Option 1
SWIFT: PNPUS33 or PNPUS33PHL
E. If purchaser fails to pay any amount when due, or if Acuity believes in good faith that purchaser’s ability to make payments may be impaired, Acuity may suspend shipment of any order or remaining installment thereof until such payment is made, or may cancel the remaining installments thereof, and purchaser shall remain liable for any products already shipped or delivered. Purchaser agrees to accept such financial information from time to time as may be reasonably requested by Acuity for the establishment and/or continuation of credit terms. For any payments subject to freight, the location of Acuity's nearest carrier appears on the bill of lading. Purchaser agrees to pay all transport costs, including, without limitation, insurance and/or duties for transportation into Purchaser's premises. The Harmonized Tariff Schedule number, if available, shall provide a guide only and it is the importer's responsibility to determine the destination country. The Harmonized Tariff Schedule is a guide only and it is the importer’s responsibility to ensure proper customs classification and declaration.

X. INTELLECTUAL PROPERTY
Nothing herein shall be construed to grant to purchaser or any end user of an Acuity 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 or related software that may be included with the Acuity products (the “Software”). The Software is not sold, and is protected by international intellectual property laws and treaties. The end user may use such Software solely in connection with the product with which it is included, subject to any additional terms and conditions that may become applicable when the end user installs the Software. Neither purchaser nor any end-user of the product shall have any right to loan, rent, disclose or provide access to the Software for a fee or otherwise to any third party. Neither purchaser nor any end-user of the product shall manufacture, duplicate, reverse engineer, or decompile any product or the Software, nor aid a third party in doing so.

XII. PACKAGING
A. Acuity reserves the right to optimize packaging at its discretion. Some products may only be available in bulk packages and/or case quantities. B. Prices for Acuity products are based on standard packaging. Such packaging is for protecting the material only in containerized shipment. Such packaging is not designed for on-deck shipment. Acuity shall have no liability for damage to contents of shipment. C. If special export packaging or on-deck shipment packages are required, such packaging must be requested by purchaser at the time an order is placed by purchaser. Acuity shall not be liable for failures or neglect of purchaser in this respect.

XIII. SERVICE AREA LIMITATION
Acuity 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 distributor.

XIV. CANCELLATIONS
Only orders for stock items may be cancelled prior to shipping without charge. No other orders may be cancelled unless Acuity is reimbursed for work already performed and for special material purchased by Acuity. 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.

XV. MISCELLANEOUS
A. These Terms and Conditions of Sale are prepared in English with the consent of the parties hereto. B. All proposals of Acuity are subject to change at any time prior to acceptance of an order and expire 30 days from date of proposal. The Acuity product specifications are subject to change without notice. C. The order to which these Terms and Conditions of Sale are attached is made expressly subject to, and purchaser in its performance hereunder expressly agrees to comply with and abide by, all applicable laws, ordinances, codes and regulations, including the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§78dd-2, 78ff, insofar as the same may be applicable to both Terms and Conditions of Sale, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws. Purchaser represents and covenants that it has not, and will not, take any actions that may subject Acuity or any of its officers, directors or employees, or related parties to liability under the FCPA or other applicable laws, ordinances, codes or regulations. Purchaser will indemnify and hold harmless Acuity from and against all suits, claims, causes of action, demands, penalties, losses or other damages which may arise or accrue because of the failure or neglect of purchaser in this respect.

I.enses and Conditions of Sale Rev. 02/17

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