

GENERAL TERMS AND CONDITIONS OF SALE

DISTECH CONTROLS SAS

1 - SCOPE - ENFORCEABILITY

These general terms and conditions of sale ("GTS") shall apply to any sale of Products or any manufacture of Products carried out by Distech Controls SAS to the benefit of the client ("Client"). The GTS are binding on the Client when placing an order with Distech Controls SAS.

Products means any material goods to be supplied by Distech Controls SAS to the Client.

The GTS prevail over any other terms and/or conditions mentioned on any other document, especially on the Client's general terms and conditions or on the purchase order. The reservations and modification of the GTS by the Client shall not be enforceable unless they are beforehand formalized in a written document and signed by a duly empowered representative of Distech Controls SAS.

2 - ORDERS

2.1 Placing of orders

Orders are placed by the Client by sending a written purchase order by email to Distech Controls SAS. The purchase order shall mention the following elements: Products and/or services references, Products and/or services quantity, name of the project, name of a contact within the Client's company, as well as his or her contact details, the expected delivery address, the expected delivery date, the invoicing address. Administrative and fixed fees will be invoiced for each order below two hundred and fifty euros (€250) VAT not included.

2.2 Order acceptance

The order shall be deemed as accepted only from the sending of an acknowledgment of receipt of the order by Distech Controls SAS to the Client confirming the order items. Orders orally negotiated become final only after the reception of a purchase order and the acceptance of Distech Controls SAS by an acknowledgment of receipt of the order.

2.3 Order change

No order shall be modified after its placing by the Client, without the prior written consent of Distech Controls SAS. In any case, if Distech Controls SAS accepts any change of order, such change could result in a price increase and give rise to the extension of the indicative delivery time limit initially scheduled, based on the terms communicated by Distech Controls SAS to the Client.

2.4 Order Cancellation

After being accepted, no order shall be cancelled by the Client without the prior written consent of Distech Controls SAS. In any case, if Distech Controls SAS accepts to cancel an order, the Client shall automatically owe to Distech Controls SAS, without prior notice nor any other prior formality, a compensation equal to the cost of the supplies inflated by twenty per cent (20%).

3 - TARIFF CONDITIONS

3.1 Price of the Products and services

All prices are those in effect at the time of quotation. Unless otherwise agreed in writing by the parties, the prices do not include VAT, they are ex-factory prices and Euro is the currency, except for sales to Great Britain for which the currency is the GBP. For any delivery carried out outside France, the prices do not include all taxes, charges and royalties coming from outside the French territory, which are to be borne by the Client. Only the prices indicated in the acknowledgement of receipt of the order contractually bind the parties.

3.2 Evolution of tariffs

Assuming that exogenous elements to Distech Controls SAS affecting its Products or services, that may notably consist of a significant variation of the raw materials prices, Distech Controls SAS shall be likely to propose a change of the tariff conditions, that the Client undertakes to renegotiate in good faith. The Client acknowledges to be under an obligation of loyalty and effective cooperation, compelling the Client to engage the renegotiation forthwith, under penalty of committing its contractual liability. As far as possible, the new proposed tariff conditions by Distech Controls SAS shall be sent to the Client within a two-month (2) period before their expected date of entry into force.

3.3 Exclusion of any price reduction for any contract breach sought by the Client

Any price reduction claimed by the Client in application of article 1223 of the French civil code is excluded, without prejudice for the Client and/or Distech Controls SAS to use any other legal remedy.

3.4 Hardship

In the event of a change of circumstances that were unforeseen at the conclusion of the agreement and rendering its performance excessively onerous for a party, this later may seek the renegotiation by a written notice (sent by letter with acknowledgement of receipt) to the other party, specifying the relevant circumstance as well as the contractual changes sought. The renegotiation shall occur within one (1) month from the receipt of the notice. Failing an agreement of both parties regarding the contractual changes, the agreement may be terminated by written notice sent by letter with acknowledgement of receipt which take force after a period of one (1) month starting from the receipt of this notice. In any case, the parties expressly exclude any possibility for a judge to change and/or terminate the agreement.

4 - FINANCIAL CONDITIONS

4.1 Overrun of the maximum outstanding authorized

Each client is subject to a request for outstanding to Distech Controls SAS' credit insurer ; in case of overrun of the maximum outstanding authorized, Distech Controls SAS reserves the right to require an advance payment amounting to fifty per cent (50%) of the total order before any delivery.

4.2 Initial order lower than one thousand euros VAT not included

For any initial order lower than €1,000 VAT not included, the payment shall be due before the delivery.

4.3 Payment conditions and terms

Payments are made by bank transfer within thirty (30) calendar days from the date the invoice is issued. The payment is understood as the effective record of the due amounts on the Distech Controls SAS' bank account. Distech Controls SAS does not provide any discount for anticipated payments.

4.4 Late payment and non-payment

Any late payment or non-payment shall result in the following consequences:

- the automatic payment by the Client, without necessary prior notice, of late penalties based on the ECB rate inflated by ten per cent (10%);
- the payment of a fixed compensation for recovery costs amounting to forty euros (€40), without prejudice of Distech Controls SAS' ability to require a supplementary compensation based on valid receipts;
- the forfeiture of the term of all invoices;
- the suspension of any new delivery or provision of service until the full payment in principal of the due amount and with the due and accrued interests.

4.5 Compensation

Under no circumstance the Client shall be able to retain all or any part of the due sums, nor shall it operate any compensation if the mutual debts are not liquid, certain and due. If the evidence of a product defect was not determined and duly established and recognized by Distech Controls SAS before the end of the term, no claim on the quality of deliveries shall suspend the payment.

5 - OWNERSHIP RESERVATION AND RISK TRANSFER

ALL PRODUCTS REMAIN UNDER DISTECH CONTROLS SAS' OWNERSHIP UNTIL THE ACHIEVEMENT OF ALL OBLIGATIONS OF THE CLIENT AND ESPECIALLY UNTIL THE COMPLETE PAYMENT OF THE PRICE, IN PRINCIPAL AND INCIDENTALS. THE CLIENT'S ACCEPTANCE OF THE DELIVERY ENTAILS THE EXPRESS ACCEPTANCE WITH NO RESERVATION OF THIS CLAUSE BY THE CLIENT.

Notwithstanding the ownership reservation, the risks are transferred to the Client at the moment the Products are made available to the Client in accordance with the Incoterm Carriage Paid To (CPT) the premises of the Client for the sales in France and in accordance with the Incoterm Delivered At Place (DAP) Brignais for the exportation sales. The Client undertakes to take all necessary care to the custody and the conservation of the Products (and specially to make sure the identification of the Products is still possible after their delivery), until the full payment of the price, and undertakes to assume full responsibility to insure the Products as from the risk transfer. The insurance contracts entered into by the Client must expressly refer to Distech Controls SAS' property right. If needed, the Client authorizes Distech Controls SAS to carry out a contradictory inventory of the Products in storage.

6 - DELIVERIES

6.1 Deliveries - Loading - Custom clearance

The Products are delivered in accordance with the Incoterm Carriage Paid To (CPT) the premises of the Client for the sales in France and in accordance with the Incoterm Delivered At Place (DAP) Brignais for the exportation sales.

6.2 Transportation costs :

The costs related to the transportation of the Products shall be borne by the Client or by Distech Controls SAS, according to the table in the Shipping Costs Policy available on the following link, depending on the destination and the amount of the order : <https://www.acuitybrands.com/support/warranty/terms-and-conditions>.

Notwithstanding, Distech Controls SAS shall invoice a fixed fee for any order below one thousand and five-hundred euros VAT not included (1500€ VAT not included)

6.3 Time of delivery

Except provided for by a prior written covenant, the time of delivery as well as time limits for production shall be mentioned on a purely indicative basis. The fixed time limits agreed upon the parties' common consent shall remain indicative, except a prior written provision stipulating the contrary. In any case, the potential delivery delays shall not give the right to the Client to cancel its order or to claim for any penalty.

6.4 Partial deliveries

Except provided for by a prior written covenant, Distech Controls SAS reserves the right to carry out partial deliveries with the corresponding partial invoice; in any circumstance the Client shall not be able to rely on partial delivery to differ the payment of a material already received.

6.5 Respect of the Client's obligations and inspection of the Products

The Client shall execute all of the obligations bearing upon it within the scheduled time limits, notably the communication of the required documentation and information, the technical details, and if necessary, the payment of agreed advances as well as the procurement of authorizations and the corresponding administrative licenses for import.

7 - VERIFICATION OF THE PRODUCTS

7.1 Inspection of the Products during receipt for visible defect

The Client shall inspect the Products upon receipt and report any defects on the consignment note and confirm this notification to Distech Controls SAS within twenty (24) hours of the receipt, so that Distech Controls SAS can report the defect to the carrier within the time provided for by article L. 133-3 of the French commercial code. If the Client fails to comply with this obligation to inspect and report, the Client shall not be entitled to claim any visible defect in the Products.

7.2 Further inspection of the Products

The Client shall immediately open the package carry out the control of the delivered Products and shall report by writing to Distech Controls SAS, within a ten-(10)-day period from the reception of the Products, any defect that it could detect. In absence

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of written reservation from the Client during this time limit, the delivery shall be deemed as accepted and the Client shall not be entitled to claim any defect in the Products.

8 - RETURN OF PRODUCTS

Any claim of product return shall respect the "*return of merchandise authorization policy*" sent on simple request or available at the following website address: <https://www.acuitybrands.com/support/warranty/terms-and-conditions>.

For any return of product, the Client shall be required to communicate the serial numbers of each product, and shall give rise to a prior communication of a RMA number by Distech Controls SAS. Any product returned without RMA number or not respecting the "*return of merchandise authorization policy*" shall be refused.

Any request for a product return for a potential defect shall be made by telephone at +33478456555 or by email to the technical support technicalsupporteurope@distech-controls.com.

Any request for a product return based on a commercial reason (e.g. mistake in the order) shall be made by telephone at +33478450123 or by email at salesadmin@distech-controls.com.

9 - WARRANTY AND LIMITATION OF LIABILITY

9.1 Warranty regarding the Products

Unless otherwise agreed in writing by the parties, the warranty for the Products is applicable within twenty four (24) months from the manufacturing date. Such warranty exclusively covers manufacturing defaults. The warranty is limited to direct and certain prejudice for which the Client provides evidence. The warranty does not apply to any service that the Client may incorporate into the Product or that the Client may sell to its own customers together with Distech Controls SAS Products.

The warranty is strictly limited to the replacement of the Products or to a refund of its price, at the sole discretion of Distech Controls SAS, and is excluded in the following cases:

- modification and/or repair of the product by a third party not approved by Distech Controls SAS;
- alteration of the Products during transportation;
- improper use of the Products,
- improper conditions of storage of the Products.

In any case, any product return shall comply with the "*return of merchandise authorization policy*".

The Client who accepts the replacement of the Products acknowledges that he is fulfilled of his rights because of this replacement and that he cannot claim any additional compensation for whatever reason.

9.2 Limitation of liability

The total liability of Distech Controls SAS 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 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.

In any case, the liability of Distech Controls SAS is limited to direct and material damage, excluding all indirect and immaterial damage.

The Client acknowledges and accepts that it is its sole responsibility to ensure that the Products ordered meet his needs or those of its own customers. Distech Controls SAS shall be deemed to have provided the appropriate level of advice and the Client shall not be entitled to claim against Distech Controls SAS on the grounds that the Products do not meet its needs or those of its customer or, in general, on the grounds of a lack of advice.

10 - INTELLECTUAL PROPERTY

Products which are commercialized by Distech Controls SAS are protected by intellectual property laws, and especially by copyright and/or trademarks law and /or

patents law and/or design and models law. Distech Controls SAS is the sole owner of the said intellectual property rights.

Creations which are protected by an intellectual property right but which are not owned by Distech Controls SAS have been duly licensed to Distech Controls SAS.

The Client forbids himself to file, require, and obtain an intellectual property right on one of Distech Controls SAS' assets (Products, software, commercial name, trademark, logo, slogan, design and models etc.) and more generally on any Distech Controls SAS' assets of which Distech Controls SAS holds Intellectual Property rights.

The Client recognizes that any use of Distech Controls SAS' assets, including its Products and software, which hasn't been expressly authorized by Distech Controls SAS, infringes Distech Controls SAS' rights and may result in prosecution. Especially, the Client forbids himself to copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify the Products and software in whole or in part. The Client expressly forbids himself to use Distech Controls SAS' Products and software for another purpose for which they were conceived.

More generally, the Client undertakes not to affect, in any manner, Distech Controls SAS' Products and software, neither use them with an improper manner which would discredit or degrade the reputation of Distech Controls SAS and its Products and software, directly or indirectly.

In any case, the Client undertakes to keep Distech Controls SAS informed with no delay of any Intellectual Property rights infringement he would be aware of.

11 - ENVIRONMENTAL OBLIGATIONS OF THE PARTIES

In accordance with article R. 541-173 in the French environment code, the unique identifier of Distech Control SAS is: **FR020414_05OSDW**.

The Client undertakes to comply with its obligation to take back the used Products and, where applicable, to clearly inform the consumers of their rights regarding used Products, in accordance with article R. 541-161 of the French environment code. The Client also undertakes to assist Distech Controls SAS in its obligation to take back such Products, in accordance with articles L. 541-10 et seq. of the French environment code.

12 - PROTECTION OF PERSONAL DATA

As part of the performance of the contract between the Client and Distech Controls SAS, each party may process personal data relating to the other party's employees, such as, in particular, the surnames, first names, e-mail addresses, and telephone numbers of representatives and/or contact persons.

Such data will be processed by each Party independently, as data controller, for the purpose of managing the business relationship between it and the other Party.

Each Party undertakes to process this personal data in compliance with applicable regulations, in particular the General Data Protection Regulation ("GDPR") of April 27, 2016, and the French Data Protection Act of January 6, 1978, in its current version.

If an employee wishes to access the data and exercise his or her rights in relation to the data, the employee may do so via the Exercise My Rights and Do Not Sell or Share My Personal Information links or via contact information provided in the Privacy Statement, each available at the bottom of every Distech Controls SAS website.

13 - APPLICABLE LAW - JURISDICTION - LANGUAGE

The GTS and the overall contractual and commercial relations between the parties are subject to French law.

The Commercial Court of Lyon shall have exclusive jurisdiction in case of any dispute arising out, that relates to the GTS and/or the specific conditions agreed on by the parties, including disputes on validity, execution or termination of the GTS and/or the specific conditions agreed on by the parties. This provision is applicable for cases where there is more than one defendant, for summary procedures or for recourses in warranty. Any choice of jurisdiction that may be provided for by the commercial or administrative documents of the Client does not prevent the application of the clause herein. The GTS are translated in English for convenience only. The French version is the only authentic version. Therefore, if the meaning of a provision is different in the French and in the English version, the French version shall prevail.