

These terms and conditions of sale ("Terms and Conditions of Sale") apply to any and all products or services of Distech Controls Inc, Acuity Intelligent Spaces UK Limited (t/a Distech Controls UK), KE2 Therm Solutions, Inc., or the subsidiary, division or affiliated entity of Distech Controls Inc. identified on the quote or order acknowledgement (collectively, "Distech Controls"), unless otherwise specifically agreed to in writing by Distech Controls.

1. PAYMENT TERMS:

Purchaser agrees to pay the prices quoted by Distech Controls and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Unless otherwise agreed upon by Distech Controls in writing, payment terms for sales by Distech Controls of Distech Controls products, services and service offerings are net 30 days from the invoice date.

Invoices for services shall be due and payable within (30) days after the date of the invoice. In addition to all other rights and remedies available under these Terms and Conditions of Sale and under applicable law, Distech Controls may, in its sole discretion, withhold services until such time as purchaser's account is paid in full or immediately terminate the provision of services without further liability to purchaser.

If purchaser does not pay any invoice, in whole or in part, when due, Distech Controls shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due Distech Controls is collected by or through an attorney, Distech Controls shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

2. PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "valid for" a certain period or "valid through" a certain date, Distech Controls reserves the right to invoice at the prices in effect on the date of shipment. Notwithstanding whether prices are quoted as "valid for" a certain period or "valid through" a certain date on any Distech Controls quotation, all prices are subject to increase (1) on a dollar-for-dollar basis, without any additional overhead or profit, to the extent of any foreign exchange rate fluctuations; or new or increased government imposed tariffs, duties or other charges of any kind; and (2) as determined by Distech Controls in its sole discretion due to increases in labor, materials, freight, container, fuel, handling, logistics or other manufacturing costs since the date of quotation, whether in the form of a price increase or a surcharge. Pricing on orders marked "HOLD" or "HOLD FOR RELEASE" is subject to change by notice to the purchaser and such orders will be billed at the prices in effect on the date of shipment. Distech Controls reserves the right to require minimum order amounts.

3. DELIVERY, TITLE AND RISK OF LOSS:

Unless otherwise agreed to in writing by Distech Controls, all orders shipped to destinations in the US or Canada (regardless of size or price) will be shipped EXW Distech Controls' manufacturing facility or distribution center (INCOTERMS 2020) and shall be deemed delivered to purchaser when the products are made available at the shipping point. All orders shipped to destinations outside the US or Canada (regardless of size or price) will be shipped FCA Distech Controls' manufacturing facility or distribution center (INCOTERMS 2020) and shall be deemed delivered to purchaser when the products are made available at the shipping point. Distech Controls will ship in the manner selected by purchaser provided purchaser assumes any additional transportation costs. Freight charges shall in all instances be paid by purchaser.

Distech Controls reserves the right to make partial shipments and to ship any portion of an order earlier than the estimated shipment date unless otherwise specified in writing by the purchaser prior to shipment. Distech Controls will use reasonable efforts to meet shipment or delivery dates specified by Distech Controls or purchaser, but such dates are estimates only and are not a firm commitment. Purchaser shall pay any carrying charges, demurrage, detention, storage, handling or any other charges or fines assessed by carriers or warehousemen. In addition, if purchaser requests Distech Controls to delay shipping all or any portion of an order beyond its scheduled shipment date, Distech Controls may impose a service charge of US\$22 per pallet per day.

Distech Controls hereby reserves, and purchaser hereby

grants to Distech Controls, a purchase money security interest (or similar under applicable law) in all products purchased under these Terms and Conditions of Sale, together with all proceeds thereof, including insurance proceeds. Such security interest secures all of purchaser's obligations arising under these Terms and Conditions of Sale, and any other agreements between purchaser and Distech Controls, until all amounts due Distech Controls hereunder have been paid in full. Purchaser agrees upon Distech Controls' request to sign appropriate financing statements evidencing Distech Controls' security interest. Subject to the security interest reserved to Distech Controls, title, and risk of loss and/or damage to products shall pass to purchaser upon delivery of the products to the transportation company at the shipping point.

4. TAXES:

Prices exclude all 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. Any taxes (including income, stamp, sales, value added and turnover taxes), duties, fees, withholdings, charges, or assessments of any nature levied by any governmental authority in connection with this transaction, whether levied against purchaser, against Distech Controls or its employees, subcontractors or their employees, or otherwise, shall be for purchaser's account and shall be paid directly by purchaser to the governmental authority. If Distech Controls is required by law or otherwise to pay any such amount and/or fines, penalties, or assessments in the first instance, or as a result of purchaser's failure to comply with any applicable laws or regulations governing the payment of such amounts by purchaser, the amount of any payments so made by Distech Controls shall be immediately reimbursed by purchaser to Distech Controls upon submission of Distech Controls' invoices. Distech Controls will not pay any customs duties or value added taxes into the destination country.

5. TRANSPORTATION CLAIMS:

Title and risk of loss passes to purchaser when the products are made available to purchaser by Distech Controls at the shipping point. Therefore, claims for damages or shortages in transit, or rejection or revocation of acceptance of any products for any reason, unless otherwise provided by Distech Controls, are the responsibility of purchaser. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from purchaser to Distech Controls.

6. PACKAGING:

Distech Controls reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities.

7. SERVICE AREA LIMITATION:

Distech Controls reserves the right to refuse to make quotations, accept or reject orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable Distech Controls system integrator or distributor.

8. RETURN OF STOCK MERCHANDISE:

No merchandise may be returned without prior written authorization from Distech Controls. Requests to return merchandise must be made within forty-five (45) days from the date of delivery. 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 25% (to defray the cost of handling). All returned products 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 US\$300.

9. NON-RETURNABLE MERCHANDISE:

The following products are not returnable: all non-stock, special, customized 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; horticultural products; and all stock and non-stock poles. Any product which Distech Controls sells, but does not inventory, is considered a non-stock product.

10. CANCELLATIONS:

Orders for products may be cancelled prior to shipment, but purchaser shall be liable to Distech Controls for any work already performed and for material purchased by Distech Controls or its suppliers for the products subject to the cancelled order. Cancellation of any product order after shipment will be subject to the return provisions of these

Terms and Conditions of Sale. Orders for services are non-cancellable, and except as provided in the applicable Distech Controls services warranty, fees for services are non-refundable. If services are not provided prior to invoice, the purchaser is entitled to the performance of ordered services only within the 18-month period after the services invoice date. Distech Controls will cancel orders for services not provided within the 18-month period.

11. LIMITED WARRANTY:

Statements of the limited warranties provided by Distech Controls for Distech Controls products and services are available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>.

12. LIMITATION OF LIABILITY:

The total liability of Distech Controls 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.

Distech Controls shall be excused from performance of any part of these Terms and Conditions of Sale and shall not be liable for any damages for any delay or default in delivering products or the failure to perform these Terms and Conditions of Sale where occasioned by any cause beyond the control of Distech Controls, including without limitation, natural disasters; explosions, fires, floods or extreme weather; embargoes; riots; war; acts of terrorism; invasion; famine; civil commotion; outbreaks of disease, epidemics, pandemics or quarantines; strikes; government shutdowns, labor stoppages or slowdowns or other industrial disturbances; shortages of labor, raw materials, fuel, adequate power or transportation facilities; accidents; acts of government; or other similar causes. Without limiting the generality of the foregoing, where, subsequent to the date of any order, Distech Controls' performance is made economically impracticable without Distech Controls' fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the sale of products or services was made or prices established, Distech Controls' duty to render that performance is excused and Distech Controls shall not be liable for any damages arising out of such failure to perform, unless mutually agreeable and legally permissible alternative pricing or other terms are agreed in writing. Examples of events making performance economically impracticable include, without limitation, raw material shortages resulting in greater than a twenty percent (20%) change in price, changes in government imposed tariffs, duties or other charges of any kind; embargoes, economic sanctions or other regulatory changes (including government imposed tariffs, duties or other charges of any kind) preventing or delaying the importation, exportation or other business activities of Distech Controls; other regulatory changes affecting Distech Controls; and strikes or other acts or events preventing shipping by normal channels. Purchaser agrees that any delay in delivery or failure to deliver or perform any part of these Terms and Conditions of Sale shall not be grounds for purchaser to refuse to comply with any provisions hereof and no claim or penalty of any kind shall be effective against Distech Controls for such delay or failure deliver or perform.

IN NO EVENT SHALL DISTECH CONTROLS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES, 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, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK 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. Nothing in these Terms and Conditions of Sale limits or excludes any liability that cannot legally be limited.

13. INTELLECTUAL PROPERTY:

All intellectual property rights in the products and services, including copyrights, patents, patent disclosures and

inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, work product and other materials that are delivered to purchaser or prepared by or on behalf of Distech Controls in the course of providing the products or services, including any related software that may be already installed in or included with the products or services (collectively the "IP"), shall be owned by Distech Controls. Purchaser does not acquire any right, title or interest in the IP except the limited and temporary right to use them as necessary solely in connection with purchaser's use of the applicable products or services. No product or IP shall be duplicated, reverse engineered, or decompiled by anyone other than Distech Controls except and only to the extent this restriction is prohibited by law.

Purchaser may become aware of trade secrets, know-how, and other information of Distech Controls, within the IP or in connection with the delivery by Distech Controls of the products or services, that would reasonably be understood to be confidential under the circumstances ("Confidential Information"). Purchaser (i) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information, and (ii) must not use the Confidential Information except in connection with its use of the applicable products or services.

14. SOFTWARE:

Notwithstanding anything to the contrary herein, where the products are software, including both licensed software and remote software functionality offered on a service basis, (collectively "Software") the applicable agreements available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions> under Software and Software as a Service shall have precedence over these Terms and Conditions of Sale to the extent such agreements contain additional or conflicting terms. Software that is embedded in a hardware product ("Firmware") is not sold, is only licensed for use with the applicable product, and may be subject to additional terms and conditions that may become applicable when the end user installs the applicable product. The Firmware may not be permanently transferred except as part of a sale or transfer of the applicable product that is subject to the applicable terms of these Terms and Conditions of Sale.

Purchaser will comply with any applicable terms imposed in writing by the respective owners of any third party Software, including but not limited to those set forth in the Product Addendum for Products Incorporating the NiagaraAX Framework or the Sedona Framework available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>.

15. CHOICE OF LAW; DISPUTE RESOLUTION:

These Terms and Conditions of Sale are governed by and are to be construed in accordance with the laws of New York (USA) without regard to the choice of law principles that would cause the application of laws of any jurisdiction; provided, however, that if Distech Controls and the applicable purchaser are domiciled in the same country (other than the USA), then the laws of the country or province in which Distech Controls is domiciled shall apply in lieu of the laws of New York (USA) without regard to choice of law principles. Any dispute, controversy, or claim between the parties relating to the subject matter of these Terms and Conditions of Sale, including without limitation, any dispute, controversy or claim arising out of or relating to these Terms and Conditions of Sale or the breach, termination, or validity thereof, if not settled by

mutual good faith negotiation of the parties shall be resolved by final and binding arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association (the "ICDR") (or its successor) in accordance with the ICDR's International Arbitration Rules then in effect. The arbitration shall be conducted in English. The seat of arbitration shall be New York, New York (USA); provided, however, that if Distech Controls and the applicable purchaser are domiciled in the same country (other than the USA), then the seat of arbitration shall be a metropolitan city chosen by Distech Controls within the country or province in which Distech Controls is domiciled, in lieu of New York, New York (USA). 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. If Distech Controls is only providing services, the parties agree that these Terms and Conditions of Sale are a contract for services and are not subject to the uniform commercial code of any state. Notwithstanding the foregoing, each party shall have the right, at its option and where legally available, to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of these Terms and Conditions of Sale, in order to seek and obtain a restraining order or injunctive relief to enforce the confidentiality, intellectual property or compliance with laws provisions set forth in these Terms and Conditions of Sale, or in aid of arbitration.

16. GENERAL:

Purchaser may not assign the right to receive services hereunder, whether by operation of law or otherwise, without the prior written consent of an authorized representative of Distech Controls, not to be unreasonably withheld. Purchaser acknowledges that Distech Controls may use subcontractors to perform the services. Unless otherwise specifically agreed in writing by an authorized representative of Distech Controls, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by Distech Controls and shall not be incorporated into any order or other agreement for the sale of Distech Controls products or services. 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 or services ordered and purchaser acknowledges that it is subject to Distech Controls policies concerning the sale and/or resale thereof (see <https://www.acuitybrands.com/support/warranty/terms-and-conditions/online-sales-policies>), as amended by Distech Controls in its sole discretion from time-to-time. If an authorized representative of Distech Controls has acknowledged purchaser's order or proposal, and such acknowledgement 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 acknowledgement, and acceptance or authorized resale by purchaser of any products or services shall be deemed to constitute such assent. If any quotation or other document of Distech Controls is deemed to constitute an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale. Field services and other on-site services performed by Distech Controls are subject to additional terms and conditions available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions> under Terms and Conditions of Sale-Other—Terms and Conditions for Field Services. These Terms and Conditions of Sale, together with the warranty statements by Distech Controls under LIMITED WARRANTY above and, if applicable, the Terms and Conditions for Field Services, constitute the entire sales agreement between Distech Controls and purchaser, unless they are made part of a written agreement between Distech Controls 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. Distech Controls objects to and rejects any terms between purchaser and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from purchaser to Distech Controls, unless agreed to in writing by an authorized representative of Distech Controls. These Terms and Conditions of Sale supersede all those published or issued previously by Distech Controls. All orders are subject to final acceptance by Distech Controls and credit approval. Any design, submittal or layout provided by Distech Controls is subject to the disclaimer set forth on the design, submittal or layout. Distech Controls will not accept orders that require purchaser-furnished components, unless agreed to in writing by an authorized representative of Distech Controls. Distech Controls price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. Distech Controls 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.*

If any term of these Terms and Conditions of Sale are deemed, or become, invalid, illegal or unenforceable, such term shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms and Conditions of Sale.

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 U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§78dd-2, 78ff, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, or any other applicable laws relating to combating bribery or official corruption. Purchaser represents and covenants that it has not taken, and will not take, any actions that may subject Distech Controls or any of its officers, directors or employees, or related parties to liability under the FCPA, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, or other applicable laws, ordinances, codes or regulations. Purchaser will indemnify and hold harmless Distech Controls 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.

17. LOCAL LAW STIPULATIONS:

In order to comply with applicable laws of the destination country for the products or services, the parties agree that these Terms and Conditions of Sale shall be modified as set forth in the Local Law Stipulations for the applicable destination country available at <https://www.acuitybrands.com/support/warranty/terms-and-conditions>.

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

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