Acuity Brands Terms and Conditions of Sale
For Shipments Within the United States
Effective August 1, 2012

PAYMENT TERMS:
Purchaser agrees to pay the prices quoted by Acuity Brands Lighting, Inc. or Acuity Brands Technology Services, Inc. (collectively, "Acuity Brands"), and is responsible for applicable shipping and handling charges, taxes and 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 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. If any amount due Acuity Brands is collected by or through an attorney, Acuity Brands shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

PRICES:
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 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. 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 costs. See http://www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx for specific freight requirements.

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 or shortages in transit 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 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 by Acuity Brands. 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; outdated or phase-out stock products; and all Lithonia Lighting C&I stock and non-stock poles.

CANCELLATIONS:
Stock 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. Orders for services are non-cancellable, and except as provided in the applicable Acuity Brands 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.

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, 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 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 any delay or default in delivering products or performing services where occasioned by any cause beyond the control of Acuity Brands, 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, 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 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.

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 installed 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. Such Software may be used solely in connection with the product, service or service offering with which it is included, subject to any additional terms and conditions that may become applicable when the end user installs or accepts the Software or part of a written agreement between Acuity Brands and the end user. The products may not be loaned, rented or disclosed, nor may access be provided to the Software, for a fee or otherwise, to any third party. The Software may be permanently transferred, but only as part of a sale or transfer of the products, provided that no copies are retained, all Software is transferred, and such sale is subject to the applicable terms of these Terms and Conditions of Sale. No product or Software shall be duplicated, reverse engineered, or decompiled by anyone other than Acuity Brands except and only to the extent this restriction is prohibited by law.

CHOICE OF LAW; CONSENT TO JURISDICTION:
These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of Georgia, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in Fulton County, Georgia shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale.

GENERAL:
Unless otherwise specifically agreed in writing by an authorized representative of Acuity Brands, 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 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 shall be conclusively presumed from purchaser's acceptance of all or part of any products, services or service offerings ordered. If an authorized representative of Acuity Brands 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 Acuity Brands 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 Brands, constitute the entire sales agreement between Acuity Brands and purchaser, unless they are made 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. Acuity Brands 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 Acuity Brands, unless agreed to in writing by an authorized representative of Acuity Brands. These 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.

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

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