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 stipulated 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 reserves the right to 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 change 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. Prices do not include transportation costs. Specific freight requirements may be met at the discretion of Acuity Brands. Acuity Brands reserves the right to charge any applicable shipping and handling charges (collectively, “Acuity Brands”), and is responsible for applicable shipping and handling charges, taxes and duties as stipulated 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.

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 materials 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 invoicing, the purchaser will be entitled to the performance of ordered services only within the 18-month period after the 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 arising 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 product, services, or service offerings, whether purchased or sold, 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 DIRECT, 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, WHICH RESULT FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, PROFIT, OR PROFITABILITY TO ANY REASONABLE VALUE, OR LOSS OF OR DAMAGE TO PROPERTY, OR LOSS OF USE OF OR 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 incorporated with the products, services or service offerings (the “Software”). The Software is not sold, and is licensed to and rejected any terms between purchaser and any other party, and no such terms, including but not limited to any governmental 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.