

# AEL Canada Terms and Conditions of Sale

For Shipments Within or To Canada  
Effective August 16, 2010

## **TERMS:**

Payment terms for sales by Acuity Brands Lighting Canada, Inc. d/b/a AEL Canada ("AEL Canada") of products manufactured and sold by American Electric Lighting, a division of Acuity Brands Lighting, Inc. ("AEL"), are 1% 10th proximo net 25th. This means that a 1% discount is allowed on invoices paid by the 10th of the month following the month of billing, and payments made after the 10th are due on the 25th.

If purchaser does not pay the purchase price within the time periods set forth above, Lithonia Lighting Canada reserves the right to assess a finance charge on any unpaid, past due balance up to the maximum legal rate. If any amount due Lithonia Lighting Canada is collected by, or attempted to be collected through, an attorney at law, Lithonia Lighting Canada shall be entitled to recover all collection expenses, including attorney's fees.

## **FREIGHT ALLOWANCE:**

Orders having a distributor price equal to \$1,500 or more for shipment to one consignee for one release qualify for freight allowance.

All orders having a distributor price of less than \$1,500 will be assessed freight and handling charges.

Special shipping requirements by the purchaser that cause additional shipping expenses above the normal shipping expenses will be charged to the purchaser.

## **DELIVERY:**

Neither AEL nor AEL Canada shall be liable for any delay or default in delivering products for any reason beyond the reasonable control of AEL or AEL Canada, including but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, fuels, energy, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fires, floods, and accidents.

No liability shall be incurred by AEL or AEL Canada by reason of its not filing any order or portion thereof due to any of these or similar circumstances.

## **TRANSPORTATION CLAIMS:**

All shipments are F.O.B. Origin, freight prepaid and allowed, except that (i) all orders that do not qualify for a freight allowance will be shipped F.O.B. Origin, freight prepaid and add and (ii) all orders (regardless of size or price) shipping to Yukon, Northwest Territories, Labrador, Nunavut and northern regions will be shipped F.O.B. Origin, freight collect. Title and risk of loss passes to purchaser upon delivery by AEL Canada or AEL to carrier. Therefore, claims for damages or shortages in transit are the responsibility of purchaser.

## **PACKAGING:**

AEL and AEL Canada reserve the right to optimize packaging at their discretion.

## **PRICES:**

Prices shown are in Canadian Dollars (\$). Prices are subject to change without notice. In the event of price increases, all accepted orders on hand will be filled at the lower prices provided such orders are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of the shipment. Special quoted orders that cannot be released for shipping prior to the price increase effective date may be subject to an increase in price. Minimum billing is \$100 net excluding orders for replacement parts only. Orders for replacement parts only totaling less than \$50 net will automatically be billed \$50 lump sum. Prices do not include lamps unless so specified. Prices exclude all taxes.

## **RETURN MERCHANDISE:**

No merchandise may be returned without prior written authorization from AEL Canada Customer Care. Requests to return merchandise must be made with AEL Canada's agents for transmittal to AEL Canada Customer Care within four (4)

months from date of shipment. All returns must be shipped prepaid to the location designated on the return authorization. A credit towards the future purchase of AEL products will be issued based on the original invoice price, or price in effect at time of return, whichever is lower, less a restocking charge of 25% (minimum) of the purchase price (to partially defray the cost of handling), less reconditioning and replacing costs if necessary, and less the freight expense of the original shipment. The reconditioning charge will be determined by the amount of repairs, refinishing or reconditioning required to restore the merchandise to a saleable condition. All non-stock, special, custom made, outdated, or modified versions of normal factory stock items are not returnable. Authorization will not be granted when the value of all items to be returned is less than \$100. Returns from any one order will be limited to not more than 10% of the total order value.

AEL Canada 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 AEL Canada's distributor.

AEL Canada warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation and use, for a period of one (1) year from the date of shipment. In addition, AEL Canada provides a six (6) year warranty on the factory installed electrical system (which consists of the ballast, ignitor, capacitor, lamp socket, terminal board, PEC receptacle, and wiring) inside AEL products. AEL Canada's warranty liability extends only to the repair or replacement of the defective part and no labor charges for correction of the defect by repair or replacement will be paid by AEL Canada unless prior written authority has been granted by AEL Canada's Post-Sale department.

Any claims for defective non-AEL ballasts or lamps found to be in warranty should be

made directly to the manufacturer through its local service center or its field representative. Neither AEL nor AEL Canada is responsible for any costs or expenses, including without limitation any labor charges, for replacement of defective non-AEL ballasts or lamps. Any such costs are the responsibility of and must be authorized by the manufacturer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. NEITHER AEL NOR AEL CANADA MAKES ANY REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, AND EACH OF AEL AND AEL CANADA EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF AEL OR AEL CANADA HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

**LIMITATION OF LIABILITY:**

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to AEL products. The total liability of AEL and AEL Canada 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, AEL's or AEL Canada's performance or breach of the foregoing limited warranty or from AEL's or AEL Canada's sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall

terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL AEL OR AEL CANADA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, 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.

Orders for stock items may be cancelled prior to shipping without charge. All other orders may not be cancelled unless AEL and AEL Canada are reimbursed for work already performed and for special material purchased by AEL or AEL Canada. 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.

Possession of a price sheet does not entitle one to purchase any merchandise. Specifications are subject to change without notice. Consult AEL Canada Customer Care for verification. The compliance of AEL's product to individual project specifications and the approval for their use is not warranted by AEL or AEL Canada

All orders are subject to final acceptance by ABL Canada. Acceptance of orders is limited to the terms and conditions hereof. AEL Canada hereby objects to any additional or different terms offered by the purchaser in its sales order or any other document of purchaser. Such additional or different terms shall not become a part of

any order without the express written consent of AEL Canada.

Except as expressly agreed in writing by AEL Canada, the terms and conditions stated above shall constitute the entire sales agreement between AEL Canada and the purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgment of and agreement with these Terms and Conditions of Sale. The sale of products hereunder does not transfer title to any of AEL's or AEL Canada's intellectual property rights to purchaser. The sale of products hereunder shall be controlled, 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. The foregoing shall not be governed by the terms of the United Nations Convention on Contracts for the International Sale of Goods.

***AEL Canada reserves the right to change these Terms and Conditions of Sale without notice.***



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