

Acuity Brands Lighting

Internet Reseller & Trademark Policy

Acuity Brands Lighting, Inc. and its affiliates (collectively, "Acuity Brands") are responsible for protecting its trademarks from practices that may harm, diminish or dilute its rights or that may deceive or cause confusion among customers. Acuity Brands is implementing this Internet Reseller & Trademark Policy (the "Policy") to protect Acuity Brands premium brand positioning in the marketplace. This provides all Acuity Brands Resellers (as defined herein) an opportunity to support brand recognition for Acuity Brands products, to maximize new product introduction success, and to foster overall competitiveness throughout the market.

RESELLER POLICY

1. For purposes of this Policy, the following definitions apply:
 - a. "Acuity Brands Product" means any product [listed at this link](#).
 - b. "Acuity Brands Trademark" means any trademark, service mark, logo, trade dress or other source identifier that is owned by Acuity Brands.
 - c. "Authorized Distributor" means a person or entity that has a customer account with and sources directly from Acuity Brands.
 - d. "Platform" means any website, mobile application, or online or digital service that provides a virtual, online, digital or mobile marketplace, "storefront", auction process, other commercial transaction or sales opportunity (e.g., consignment), regardless of whether the owner or operator of the service also operates physical or brick-and-mortar wholesale or retail establishments.
 - e. "Reseller" means any person or entity and their affiliates, including Authorized Distributors, that offers for sale or sells Acuity Brands Products. "Reseller" expressly excludes Acuity Brands and any end-user consumer who purchased, without an intent to resell, an Acuity Brands Product for the consumer's personal use, even if the consumer later offers for sale or sells the product.
 - f. "Third Party" means any person or entity other than Acuity Brands and Resellers.
 - g. "Third-Party Platform" means any Platform that is not owned and controlled by Acuity Brands or a Reseller, and that operates under or in association with a Third-Party name or brand (including, only by way of example, Amazon.com, eBay, Jet.com, Walmart.com, Newegg, and Rakuten).
2. Resellers shall not, directly or indirectly, assist, offer for sale or sell Acuity Brands Products on any Third-Party Platform without prior written approval from Acuity Brands and subject to such conditions as Acuity Brands may establish from time-to-time, in its sole discretion.
3. Resellers shall not offer for sale or sell any non-Acuity Brands Product under, or in connection with, or in association with, an Acuity Brands Trademark.
4. Any Reseller who has received prior written approval from Acuity Brands to offer for sale and sell any Acuity Brands Products on one or more Third-Party Platforms may offer for sale and sell those Acuity Brands Products on the approved Third-Party Platform(s) only so long as the Reseller is in full compliance with any conditions established for the approval as well as the remaining terms of this Policy and the Acuity Brands Unilateral Internet Minimum Advertised Price ("IMAP") Policy [which can be found at this link](#).
5. Resellers shall employ best efforts to portray Acuity Brands and Acuity Brands Products in a positive light in any product listing using an Acuity Brands Trademark on any Platform and shall comply with the Acuity Brands Trademark and Copyright Policy (below).
6. Resellers shall not, and shall not directly or indirectly cause, direct, assist or encourage a Third Party to offer for sale or sell on any Platform Acuity Brands Products bundled or modified with the Reseller's product(s) or a Third-Party's product(s) without prior written approval from Acuity Brands.
 - a. This restriction does not prohibit Resellers from offering for sale or selling on any Platform a Reseller's or Third-Party's product(s) separate and apart from Acuity Brands Products and stating that such products are "compatible with" or "designed for" a specific Acuity Brands Product, if that statement is accurate, truthful and not misleading or deceptive. When making such a compatibility statement, Resellers shall:

- i. Identify the Reseller's or Third-Party's trademark first in all listing or product titles or headings, followed by "compatible with" or other similar term, and the name of the applicable Acuity Brands Product; and
 - ii. Avoid use of the Acuity Brands Trademark in a conspicuous or eye-catching manner, such as in a larger size than other text, all capital letters, or placement in a prominent position; and
 - iii. Use proper trademark notices and attribution as described in this Policy.
7. Resellers and any related entities and/or affiliates may sell Acuity Brands Products on their owned and operated Platforms subject to Acuity Brands' then-existing policies, including but not limited to the following:
 - a. The Reseller must adhere to the Acuity Brands IMAP Policy as amended from time-to-time. NOTE, HOWEVER, THAT THE PRICES ACTUALLY CHARGED ARE AT THE SOLE DISCRETION OF THE RESELLER.
 - b. Any Platform on which a Reseller offers for sale and sells Acuity Brands Products shall clearly display accurate Acuity Brands branding and product information as set forth in the Acuity Brands Trademark and Copyright Policy as modified from time-to-time by Acuity Brands in its sole discretion, as well as any additional information that Acuity Brands shall determine, in its sole discretion, may be necessary and appropriate to ensure proper use of the Acuity Brands Trademarks.
 - c. Resellers' and their affiliates' and/or customers' sales practices on owned or Third Party Platforms, as the case may be, must comply with all applicable laws, including those relating to, without limitation, sales tax, data privacy and security, and advertising. Any Reseller who sells on any Platform shall indemnify, defend and hold Acuity Brands harmless for all claims brought against Acuity Brands arising from Reseller's or its affiliates' or customers' violations of this Policy.
8. Resellers must ensure that their affiliates and/or customers who resell Acuity Brands Products online are aware of and adhere to this Policy. Except as expressly approved by Acuity Brands in writing, offers for sale and sales to any Reseller that sells, or intends to sell, Acuity Brands Products on any Third-Party Platform are strictly prohibited. To assist authorized Resellers in complying with this Policy, Acuity Brands from time-to-time may issue a list of known unauthorized Resellers to whom sales are prohibited. Note, however, that consulting any such list does not end or limit an authorized Reseller's obligations in identifying prohibited Resellers prior to a sale. Unauthorized Resellers aware of this Policy will likely be creative in their attempts to get the products they want, so review of a prohibited Resellers list is only one step that should be taken to ensure compliance with this Policy. Any such list is intended by Acuity Brands to be used as a reference tool only and does not prevent an authorized Reseller from being found in violation of this Policy. Resellers who continue to provide Acuity Brands Products to persons or entities known to disregard or violate Acuity Brands' policies shall be deemed to themselves be in violation.
9. To ensure compliance with this Policy, Acuity Brands reserves the right to audit all electronic and paper Reseller records as appropriate. Resellers that are audited will be responsible for providing Acuity Brands with satisfactory evidence substantiating compliance with this Policy, including but not limited to the invoice(s), customer contact information, shipping documents and such other documentation as is reasonable and necessary to show that the requirements in this Policy have been met. If a cooperating Reseller is unable to provide the documentation requested, the sale may be deemed a sale in violation of this Policy and the Reseller subject to discipline set forth herein. Refusal to cooperate with an audit under this paragraph may result in termination of the Reseller's ability to purchase Acuity Brands Products from Acuity Brands or Authorized Distributors.
10. If, in violation of this Policy, an Authorized Distributor sells on a Third-Party Platform or sells to a Reseller who then sells on a Third-Party Platform in violation of this Policy, the following discipline and enforcement action may apply:
 - a. **1st violation - Initial Warning:** Acuity Brands will issue an Initial Warning email to a Reseller who violates this Policy. Failure to correct the violation(s) within 48-hours from the issuance of the Initial Warning will be considered a second violation.
 - b. **2nd violation – Order Hold:** If a Reseller has a second violation within 12-months (which includes failure to correct a first violation within 48 hours), Acuity Brands will notify the Reseller of the second violation and that open orders for the Acuity Brands Product(s) involved in the Policy violation(s) will be held, and no further orders for Acuity Brands Product(s) involved in the Policy violation(s) will be accepted from the Reseller until all violations are resolved. Failure to correct the violation(s) within 48-hours from the issuance of the second violation notice will be considered a third violation.
 - c. **3rd violation – 90-day Order Cancellation:** If a Reseller has a third violation within 12-months (which includes failure to correct a second violation within 48 hours), Acuity Brands will notify the Reseller that all open orders for all Acuity Brands Products included in this Policy will be cancelled and no further orders from the Reseller for Acuity Brands Products included in this Policy will be accepted until the later of (i) the date when the violation(s) are resolved or (ii) 90-days after notification of the third violation.
11. Orders held or cancelled due to violations of this Policy are the responsibility of the Reseller and will not be subject to any late fees, fill rate fines or similar penalties.
12. In addition to the penalties for non-compliance set forth above, Acuity Brands reserves the right to terminate its relationship with any Reseller guilty of repeated violations of this Policy.

13. Acuity Brands reserves the right to amend this Policy, in its sole and absolute discretion, from time to time upon written notice. In addition, Acuity Brands may make limited or one-time exceptions, in its sole and absolute discretion, to one or more of the requirements set forth in this Policy. Any such exception shall not be construed as a waiver of such requirements for the future or for any other or all Resellers, generally.

TRADEMARK AND COPYRIGHT POLICY

1. Reseller shall comply in all respects with the Acuity Brands [Logo Usage Policy](#) and [Product Collateral Usage](#) Policy in addition to the following requirements.
2. Resellers shall not use any Acuity Brands Trademark in any URL, email address, domain name, digital account name, or social media handle.
3. Resellers shall not use any Acuity Brands Trademark, or modified version of an Acuity Brands Trademark, as the icon associated with a website displayed in the Internet browser's address bar (e.g., as a "favicon").
4. Resellers shall always include a generic term (e.g., "light," "product line," or "brand") immediately after the Acuity Brands Trademark in text.
5. Resellers shall not modify an Acuity Brands Trademark in any manner. By way of example only, without limitation, Resellers shall always:
 - a. Spell each mark exactly as shown on the Acuity Brands [Logo Usage Policy](#);
 - b. Refrain from inserting or omitting hyphens, commas, or other punctuation; and
 - c. Refrain from making an Acuity Brands Trademark plural or possessive
6. Resellers shall always use an appropriate trademark notice symbol at least once per page in any instance where an Acuity Brands Trademark appears (e.g., websites, printed materials, advertising, etc.). Trademark notice is recommended at the first or most prominent appearance of the mark on each page.
7. All marketing and promotional materials related to Acuity Brands Products should contain the following trademark attribution sentence:

"All trademarks are registered and/or unregistered trademarks of Acuity Brands Lighting, Inc."

When used on a website, this attribution sentence should appear at the bottom of each page, such as below the copyright notice on the website.

8. Acuity Brands reserves the right to amend this Policy, in its sole and absolute discretion, from time to time upon written notice. In addition, Acuity Brands may make limited or one-time exceptions, in its sole and absolute discretion, to one or more of the requirements set forth in this Policy. Any such exception shall not be construed as a waiver of such requirements for the future or for any other or all Resellers, generally.
9. Acuity Brands reserves the right to take any action it deems appropriate, in its sole and absolute discretion, to enforce this Policy, depending upon the circumstances of the violation.
10. Use of product information, photographs, etc., in the promotion, advertising for sale, or sale of Acuity Brands Products is subject to the terms of the Acuity Brands [Product Collateral Usage](#) Policy.
11. Any exception to this Policy requires the express, written authorization from Acuity Brands and is subject to revocation at Acuity Brands' sole discretion.

All questions about this Policy should be in writing and directed to onlinesales@acuitybrands.com.