

For the purpose of modifying the Terms and Conditions of Sale for the sale of products or services within or to the applicable Destination Country set forth below, the Terms and Conditions of Sale shall be modified as follows:

Destination Country	Details
<p>United Kingdom</p>	<ol style="list-style-type: none"> 1. For avoidance of doubt, with respect to <u>Section 3 (Delivery, Title and Risk of Loss)</u> of the Terms and Conditions of Sale, the parties agree that unless otherwise agreed to in writing by Distech Controls, all UK orders (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. 2. The third paragraph of <u>Section 3 (Delivery, Title and Risk of Loss)</u> of the Terms and Conditions of Sale is hereby deleted and replaced with the following: <p><i>Title to the products supplied under these Terms and Conditions of Sale shall not pass to purchaser until Distech Controls receives payment in full for (i) the products, and (ii) all other sums that are, or that become, due to Distech Controls from purchaser under these Terms and Conditions of Sale, any other agreements between purchaser and Distech Controls or otherwise. Risk of loss and/or damage to the products shall pass to purchaser upon delivery of the products to the transportation company at the shipping point.</i></p> <p><i>Until title to the products supplied under these Terms and Conditions of Sale passes to purchaser, purchaser shall (i) keep the products separate from other goods of a similar kind held by purchaser so that they remain readily identifiable as the property of Distech Controls, (ii) not remove, deface or obscure any identifying mark or packaging on the products, (iii) maintain the products in satisfactory condition and keep them insured on behalf of Distech Controls for their full price against all risks with an insurer that is reasonably acceptable to Distech Controls, and (iv) give such information as Distech Controls may reasonably require from time to time relating to the products.</i></p> <p><i>In the event purchaser fails to comply with its obligations under these Terms and Conditions of Sale (or any other agreement between purchaser and Distech Controls), in particular purchaser's payment obligations when such obligations fall due and payable, at any time before title to the products supplied under these Terms and Conditions of Sale passes to purchaser, Distech Controls may require purchaser to deliver up all products in its possession and, if purchaser fails to do so promptly, enter any premises of purchaser or any third party where the relevant products are stored in order to recover them.</i></p> 3. The first sentence of <u>Section 5 (Transportation Claims)</u> of the Terms and Conditions of Sale is hereby deleted and replaced with the following new first sentence: "<i>Risk of loss passes to purchaser when the products are made available to purchaser by Distech Controls at the shipping point.</i>" 4. The references to "US\$22" and "US\$300" in <u>Sections 3 (Delivery, Title, and Risk of Loss)</u> and <u>8 (Return of Stock Merchandise)</u> of the Terms and Conditions of Sale, respectively are replaced with "£17" and "£228", respectively. 5. For purposes of clarification, with respect to <u>Section 15 (Choice of Law, Dispute Resolution)</u>, the Terms and Conditions of Sale shall be governed by the laws of England and Wales without regard to the choice of law principles that would cause the application of laws of any jurisdiction. The arbitration contemplated by that Section shall be administered by the London Court of International Arbitration and the seat of arbitration shall be London, England. 6. Unless otherwise specified in the Terms and Conditions of Sale, no term of the Terms and Conditions of Sale shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not Distech Controls or the purchaser. <p align="center">Acuity Intelligent Spaces UK Limited (t/a Distech Controls UK) Suite 4 The Gardens, Coleshill Manor Office Campus, South Drive Coleshill, Birmingham B46 1DL United Kingdom</p>