

HUBBELL POWER SYSTEMS, INC.

TERMS & CONDITIONS OF SALE

These terms and conditions of sale apply to the purchase by Buyer (as identified on the purchase order or purchase agreement) of any and all Hubbell Power Systems, Inc. ("HPS") products. HPS hereby gives notice of its rejection of any different or additional terms and conditions other than as stated herein or otherwise specifically agreed to in writing by HPS. Buyer's acceptance of the provisions of these terms and conditions shall be conclusively presumed upon Buyer's receipt of the product(s) or if no written objection is received by HPS within fifteen (15) days from the date on HPS's order acknowledgment, whichever event shall first occur.

PRICING

Refer to www.myhubbell.com or appropriate price sheet provided by HPS customer service, unless otherwise quoted. Unless otherwise agreed to in writing by HPS, orders will be billed at prices in effect at the time the order is shipped by HPS.

TERMS

Unless otherwise noted on the invoice, payment terms are net 30 days from the invoice date. Invoices will be dated the day of shipment. A service charge of 1.5% per month or, if such rate exceeds the maximum lawful rate, the maximum lawful rate shall be assessed on all past due accounts and shall be payable on demand.

QUOTATIONS

Unless otherwise stated in writing by HPS, HPS quotations remain valid for thirty (30) days from the date of issue.

SALES AND SIMILAR TAXES

Prices do not include any sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment sold hereunder, shall be paid by the Buyer unless prior to shipment Buyer provides HPS with a current tax exemption certificate acceptable to the relevant taxing authorities.

ACCEPTANCE OF ORDERS

All orders are subject to final acceptance by HPS. Any other terms proposed by Buyer are rejected unless expressly accepted in writing signed by Buyer and HPS. Acceptance of any order is subject to availability of product and the ability of HPS to deliver.

SALES BY AGENTS

Sales facilitated by agents or through overseas representatives shall be made directly by and between HPS and Buyer at prices, terms and conditions of sale specified by HPS. All invoices will be issued by, and payment remitted to HPS.

SHIPPING DEFERMENT

Buyer requests for shipping deferment must be approved by HPS and are subject to revised pricing and storage costs.

LIMITED WARRANTY AND LIMITATION OF LIABILITY

HPS warrants to Buyer that the products sold will be free of defects in workmanship and material for a period of one (1) year from the date of original shipment by HPS when stored, installed, operated and maintained in accordance with recommendations of HPS and standard industry practice and when used under proper and normal use. HPS shall in no event be responsible or liable for damages or injuries resulting from modifications, alterations, misapplication or repairs made to its products by Buyer or others, or for damage caused or injuries resulting from negligence, accident or improper use by Buyer or others. This warranty does not include reimbursement for the expenses of labor, transportation, removal, installation or reinstallation of the products. This warranty shall run only to the first Buyer of the product from HPS or the first buyer of that product from that HPS Buyer (which may include an original equipment manufacturer reselling an HPS product for the first time) and is non- assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first buyers. HPS shall, whenever possible, pass the original manufacturer's warranty to Buyer, for any third-party sourced or non-HPS products and/or parts provided to HPS or required by Buyer, including those in packaged or assembly solutions, including cabinets, control enclosure structures and systems, panels or box containers.

BECKWITH ELECTRIC PRODUCTS: Subject to the provisions set forth above, Beckwith Electric warrants (i) the following products to be free of defects in workmanship and material for a period of ten (10) years: (a) M-3425A Generator Protection Relay (b) M-2001D Digital Tapchanger Control (c) M-3311A Transformer Protection Relay (d) M-6280A Digital Capacitor Bank Control (e) M-6200A Digital Voltage Regulator Control (f) M-6283A Digital Capacitor Bank Control 3 Phase with Independent Phase Switching, and (g) M-4172/M-4272 Digital Motor Bus Transfer System and all M76XX Protection and Control Products; and (ii) all other Beckwith's Products will be free of defects in workmanship and material for a period of five (5) years from the date of original shipment.

RIPLEY AND MILLER PRODUCTS: Subject to the Limited Warranty and Limitations of Liability stated herein, HPS warrants Ripley and Miller products against defective materials

and workmanship for a period of two (2) years from the date of shipment. The warranty excludes devices which have been mishandled, destroyed, disassembled, or otherwise abused. The warranty covers only items with serial numbers (non-consumable items). HPS will cover shipping costs one-way ground for returned items covered under warranty; repair and replace warranty capped at value of the purchase amount. Buyer has a duty to warn.

Miller branded fiber test and inspection products may be returned for one free recalibration during the warranty period. Buyer prepays shipping both ways for the calibration services. Calibration services rendered beyond the warranty period or after the first recalibration will be subject to a fee of \$75 per item. Recalibration of three or more items in the same order may be eligible for a discounted fee per item. Other RIPLEY and Miller branded products are excluded from this allowance.

SOFTWARE (INCLUDING FIRMWARE) WARRANTY: HPS warrants to Buyer that during the warranty period and under normal use, the software (including firmware) shall be free from defects in material and workmanship and will perform substantially in accordance with its published documentation. If during the warranty period, an error occurs (where "error" is defined as a failure of the unmodified (except as contemplated in the instructions or documentation), HPS will use commercially reasonable efforts to correct such error, provided that Buyer furnish HPS with the following: (i) written notice of the warranty claim, including a description of the failure to perform in accordance with the instructions or documentation and a specific description of the operating conditions (including the specific software/hardware configuration) under which the failure occurred, and (ii) to the extent feasible, a representative sample of inputs for repairing and analyzing the failure. HPS does not warrant that the software or the documentation (or Buyer's use of it) will be free from errors or that its use will be uninterrupted. HPS's software (including firmware) is owned by HPS (or its licensors) and is licensed, not sold, to Buyer. Buyer may use software (including firmware) only with products and only as intended and permitted by HPS. This warranty is conditioned upon proper storage and shall be void in its entirety if Buyer modifies software products without written consent to and subsequent approval of such modifications by HPS. Buyer shall not reverse-engineer, decompile, disassemble, translate, copy, modify, alter, or otherwise change any software (including firmware) provided by HPS. This warranty does not apply to any software (including firmware) that is misused or not used in accordance with HPS's instructions and/or documentation provided to Buyer.

ENGINEERING ANALYSIS OR STUDY BY HPS: HPS does not warrant the accuracy of or results from product or system performance recommendations resulting from any engineering analysis or study. This applies regardless of whether or not a charge is made for the recommendation. Responsibility for selection of the proper product for any application rests solely with the Buyer. In the event of errors or inaccuracies determined

to be caused by HPS, its liability will be limited to the re- performance of any such analysis or study.

BUYER INSPECTIONS: Tests, inspections and acceptance of all material must be made at the HPS factory. Upon reasonable notice, Buyer's inspectors are welcome at the factories and are provided with the necessary facilities for carrying out their work. Name and phone number of who should be contacted for Buyer's inspection should be given to HPS no later than two weeks prior to scheduled shipment date. Buyer's inspectors may be required to execute a confidentiality agreement prior to such a visit.

DISCLAIMER OF WARRANTY: THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

EXCLUSIVE REMEDY: Any claim by Buyer that a product is defective or non-conforming shall be deemed waived by Buyer unless submitted to HPS in writing within thirty (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged defect or non- conformity. Any warranty claim must be brought within the applicable warranty period by Buyer or third party. Upon prompt written notice by the Buyer that a product is defective or non-conforming, HPS liability shall be limited to repairing or replacing the product, at HPS' option.

LIMITATION OF LIABILITY: IN NO EVENT SHALL HPS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, MULTIPLE 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, 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, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT, ANY INCONVENIENCE, COST OR DAMAGE ARISING OUT OF ANY DELAY IN PERFORMING, FAILURE TO PERFORM OR OTHER BREACH OF THE WARRANTY SET FORTH IN HEREIN OR OBLIGATIONS UNDER SUCH WARRANTY, OR CLAIMS OF THIRD PARTIES AGAINST BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD PURSUANT TO THESE TERMS. IN NO EVENT SHALL HPS'S TOTAL LIABILITY IN RESPECT OF 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 HPS'S SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR FURNISHING OF ANY PRODUCTS, INCLUDING PERFORMANCE OR BREACH OF THE WARRANTY SET FORTH HEREIN OF THESE TERMS, EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOOD(S) THAT GIVE RISE TO THE CLAIM, AND ANY AND ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD FOR SUCH GOOD(S).

INTELLECTUAL PROPERTY RIGHTS: The sale of products or provision of services hereunder does not convey any express or implied license under any patent, copyright, trademark or other proprietary rights owned or controlled by HPS (beyond the use of the product in the manner intended by HPS). Buyer agrees not to infringe, directly or indirectly, any patents of Hubbell Power Systems, Inc. or its affiliates through any combination or system incorporating a product sold hereunder. In the event a product is made or modified in accordance with Buyer's drawings, samples, manufacturing specifications, or the like, Buyer agrees to indemnify, defend, and hold HPS harmless from any and all damages, costs and expenses (including attorney's fees) related to any claim of patent infringement arising from such manufacture or modification. Buyer agrees, at HPS's sole discretion, to undertake the defense of such suit at its own expense.

SOFTWARE AND LEASED EQUIPMENT: With respect to any software incorporated in or forming a part of the Products hereunder ("Software"), HPS and Buyer intend and agree that such Software is being licensed and not sold. HPS hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use Software provided hereunder solely in connection with the products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the products ceases, unless earlier terminated as provided herein. Buyer agrees to not to sell, transfer, license, loan or otherwise make available in any form the Software to any third party. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without HPS's prior written consent. Buyer will not export the software in violation of export control laws. HPS may terminate this license if Buyer fails to comply with any term or condition herein. For avoidance of doubt, title to all software and any leased equipment remains with HPS.

DELIVERY, TITLE, AND RISK OF LOSS

SHIPMENTS WITHIN CONTINENTAL UNITED STATES: All shipments within the continental United States, excluding Alaska and Hawaii are F.O.B. Origin as defined by the Uniform Commercial Code, with risk of loss and title to products passing to Buyer upon delivery to the designated carrier.

SHIPMENTS TO ALASKA AND HAWAII: Freight terms for shipments to Alaska and Hawaii are F.C.A., Hubbell Facility (Incoterms® 2020), with risk of loss and title to products passing to Buyer upon delivery to the designated carrier. Freight will be paid by HPS in cases where freight allowance has been met, to the Pacific Coast docks; collect beyond.

SHIPMENTS OUTSIDE THE UNITED STATES (EXCLUDING CANADA): All shipments destined for locations outside of the United States are F.C.A., Hubbell Facility (Incoterms® 2020) with risk of loss and title to products passing to Buyer upon delivery to the designated pre-carrier in the United States. Freight to the carrier will be paid by HPS in cases where freight allowance has been met as indicated below. When eligible, HPS will also assume the taxes, duties & clearing of the goods through customs.

SHIPMENTS TO CANADA: All shipments destined to locations in Canada shall be F.C.A., Hubbell Facility (Incoterms® 2020) with risk of loss and title to products passing to Buyer upon delivery to the designated carrier in the United States. Freight will be paid by HPS in cases where freight allowance has been met. When eligible, HPS will also assume the taxes, duties & clearing of the goods through customs.

GENERAL SHIPPING NOTES: HPS reserves the right to route all qualified freight allowed shipments via least expensive surface route within the Continental United States and Canada. Buyer will assume all charges for transportation specified via more expensive means. Acceptance of a specified routing by HPS does not constitute a guarantee of ship date, transit time or arrival date. HPS will not be responsible for any cartage or storage charges at destination.

HPS's responsibility for exception-free delivery ceases when the carrier receives the products for shipment in good condition. Claims for loss or damage occurring during shipment must be reported directly to the carrier by the Buyer. HPS's willingness to assist in claims against a carrier does not indicate liability for such claim or replacement product.

HPS will use reasonable efforts to meet shipment or delivery dates specified by HPS, but such dates are estimates only. In no case will HPS be liable for any special, consequential, liquidated or other indirect (including loss of profits) or direct damages due to any delay in delivery or shipment or non- delivery, whether or not excused hereunder. Until Buyer fully discharges all payment obligations for the Products under these Terms, however, Seller shall retain title to them. Seller's responsibility for exception-free delivery ceases when the transportation company receives shipment in good condition. Claims for loss or damage must be reported directly to the carrier. Seller's willingness to assist the Buyer with such claims does not indicate liability on the part of the Seller for the claim or replacement of the Products. Seller will use reasonable efforts to meet shipment or delivery dates specified by Seller or Buyer, but such dates are estimates only and are not a firm commitment. Seller will not be liable for any delay in shipping or performance or

non-delivery beyond Seller's reasonable control, including, without limitation: act or omission of Buyer; flood, hurricane, or other act of God; epidemic or quarantine restriction; strike, slowdown, or labor dispute; inability to obtain necessary labor, materials or manufacturing facilities; accident, civil commotion, riot, war, embargo or other governmental act, regulation order or request, whether or not it later proves to be invalid, or from any other cause or causes (whether or not similar to any of the foregoing) beyond HPS's control. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance. If shipping is delayed or interrupted for any cause for which Buyer is directly or indirectly responsible and additional costs (including storage costs) are incurred by Seller due to such delays, Buyer shall reimburse Seller for such added costs.

FREIGHT ALLOWANCE and SHIPPING CHARGES

Freight allowances for shipments to HPS customers are as set forth below. For orders not meeting the minimum net order amounts, freight charges will be added to the order. All customer expedited orders will be billed freight charges plus an administrative fee of USD\$100. This excludes Special Shipping Requirements. As used herein "Special Shipping Requirements" shall mean shipping methods that include but are not limited to the use of expedited freight; flatbed trailers; side load trailers; or other "non-standard" transportation requirements.

STANDARD ORDERS: Freight is prepaid and allowed on all HPS shipments of products with a net order amount of USD \$12,500 and above to designated stocking locations within the continental United States and Canada, with the exception of tool trailers, Civil and Construction products, and RFL®, USCO™ and Turner Electric® brand products, and Ripley and Miller branded Products. Notwithstanding the foregoing, except for full truckload and/or project material, as designated by HPS, and in addition to freight and other relevant charges for Special Shipping Requirements, a surcharge of 10% of the net order amount will be added to all purchase orders requesting delivery to a location other than a recognized Buyer stocking warehouse.

CIVIL AND CONSTRUCTION PRODUCTS (NON-UTILITY): Freight is prepaid and allowed on all HPS Civil and Construction products (non-utility) with a net order amount of USD \$10,000 and above to designated stocking locations within the continental United States and Canada.

USCO™ AND TURNER ELECTRIC® BRAND PRODUCTS: Except for orders with Special Shipping Requirements, the following freight allowance applies for USCO™ and Turner Electric® products: (i) Transmission switches (both USCO™ and Turner Electric® brand, all unitized, phase over phase and transmission live parts) freight is excluded and not allowed; (ii) Substation switches (both USCO™ and Turner Electric® brand and substation live parts)

will have a freight allowance minimum of \$35,000; and (iii) Individual accessory line items (interrupters, motor operators and switch components) freight is excluded and not allowed. Notwithstanding the foregoing, dollar amounts from transmission switches, individual accessories, and other product types cannot be added to increase the value of a substation switch order to get freight allowed shipment. Freight is excluded and not allowed for orders with Special Shipping Requirements.

For all Turner Electric® and USCO™ brand products shipping to Canada, freight is excluded and not allowed.

RFL® BRAND PRODUCTS: Freight is excluded and not allowed.

BECKWITH ELECTRIC PRODUCTS: For all Beckwith Electric products, freight is excluded and not allowed.

RIPLEY® AND MILLER® BRAND PRODUCTS: For Miller and Cablematic® Brand products, excluding Fiber Test and Inspection equipment, freight is prepaid and allowed on shipments of orders of USD \$750 and above to destinations within the continental US. For Ripley Tools, MWS, and Miller Fiber Test and Inspection equipment, freight is not allowed.

PARTIAL RELEASE

If an order has multiple releases specified by the Buyer, each release will be treated as an individual order, relative to freight allowance and minimum billing.

MINIMUM BILLING

The following minimum order amounts shall apply to all orders:

Standard Orders* -- USD\$750 net per order; USD\$75 surcharge for below minimum orders.

Tools & Parts Orders – For Lineman Tools & Equipment and Versa-Crimp repair parts: USD\$250 net per order; USD\$25 surcharge for below minimum orders. ; For RIPLEY® and MILLER® BRAND PRODUCTS, USD\$100 net per order; USD\$25 surcharge for below minimum orders.

*As used herein, Standard Orders are all orders with the exception of Tools and Part Orders.

ORDER ADD-ON POLICY

HPS “Add-On” policy allows you to add items to an existing unshipped order for up to fifteen (15) days from the entry date of the original order. The minimum value for added products is USD\$250 and for tools or parts is USD\$100.

DELIVERY SCHEDULE

Shipping dates provided by HPS are estimates only. HPS shall make every reasonable effort to meet Buyer's shipping requirements provided HPS promptly receives all necessary information from Buyer and approved drawings, if required by HPS. HPS will not assume liability because of delayed shipment for any reason.

CANCELLATIONS

Orders may not be cancelled unless HPS gives its prior written consent, which consent shall be at HPS' sole discretion. Cancellation of an order for current stock product requires a minimum of thirty (30) days' notice prior to actual ship date and is subject to a minimum cancellation fee of 25%. Stock item orders shipped after cancellation notice is received, but before expiration of the thirty (30)-day requirement, will be subject to all standard Returned Goods conditions, noted below. Blanket orders are non-cancelable. Customer agrees to take delivery of total order quantity for RIPLEY and Miller branded products within one (1) year of acceptance of order by HPS.

Cancellation of non-stock items may be made only if no work has been performed or material purchased. If cancellation is requested after work is in progress, cancellation will be allowed only upon agreement as to applicable cancellation charges.

RETURNED PRODUCT

GENERAL CONDITIONS applying to all product return transactions:

1. Product is not returnable without the prior written consent of HPS.
2. Request for permission to return product must be made in writing within one year from date of original shipment by HPS, and Buyer must provide original HPS invoice number.
3. Product to be returned must be considered standard product by HPS.
4. HPS reserves the right to refuse returns of any special or made-to-order product, regardless of condition.
5. All returned products must be in excellent, re-saleable condition and packaged in the original carton. Products will be inspected upon return; and any service or repair needed to place them in first class, saleable condition will be charged and added to the restocking charge.
6. A 25% restocking charge will be deducted from all credits issued on authorized returns.
7. Return Material Authorization (RMA) Packing List, supplied by HPS, must accompany the return shipment.

8. Return freight must be prepaid. Product must be received by HPS within sixty (60) days of issuance of the RMA.
9. Net value of the return must not be less than USD\$750 for products and USD\$250 for tools and/or parts.
10. HPS reserves the right to deduct for any damage sustained in transit.
11. Unauthorized returns will be refused. Equipment returned without proper authorization from HPS will, at the sole option of HPS, be returned to the Buyer freight collect, or scrapped immediately with no issuance of credit. Unauthorized product included in a return will not be credited.

BROKEN PACKAGE POLICY

Shipments will be made in standard package quantities or multiples thereof. HPS Customer Service will notify the Buyer of any orders that do not comply with this policy, and Buyer shall authorize an adjustment to comply with standard package quantities before the order will be entered.

DROP SHIPMENT POLICY

A shipment charge of 10% of the net order amount will be added to all purchase orders requesting delivery to a location other than a recognized Buyer stocking warehouse, with the exception of full truckload and/or project material. This is in addition to any other charges to the net order.

ORDERS

All orders are taken, and prices quoted, only with the understanding that each order shall be subject to the acceptance of HPS upon such terms as we may specify when order is received. Invoice will include a charge for any sales or excise tax which now or hereinafter may be imposed by any taxing authority upon this product or the sale or manufacture thereof.

PRODUCT SPECIFICATION

HPS reserves the right to discontinue products, modify designs, and change specifications or prices without incurring obligation.

INVOICING

All invoices are due and payable per the standard terms stated herein. In the case of an apparent discrepancy in a line-item charge, Buyer is obligated to advise HPS Customer Service in writing of the nature of the claimed discrepancy within five (5) days of receipt of the invoice. This includes all requests for proof of delivery. A claim of discrepancy does

not relieve Buyer of the absolute obligation to pay the remaining balance of the invoice in accordance with the standard terms of payment. Upon review, HPS will have sole discretion to resolve the discrepancy; and the Buyer expressly agrees to abide by the HPS decision. HPS will promptly advise Buyer of its decision regarding any disputed items or charges.

OSHA

HPS warrants that at time of shipment, the products will conform to the applicable occupational safety and health standards promulgated pursuant to the Federal Occupational Safety and Health Act of 1970, which are in effect on the date that HPS enters its acknowledgment of Buyer's order. Buyer's exclusive remedy and HPS's sole liability for breach of this warranty is limited to replacement of the nonconforming products.

EXPORT REGULATIONS

Buyer acknowledges that the products, and all related technical data, that have been or will be purchased from HPS are subject to the Export Administration Regulations (EAR) and the U.S. Department of Commerce. Buyer further agrees that, except as permitted by applicable U.S. laws and regulations, the export, re-export, resale, or transfer of HPS products will NOT involve (i) persons or entities included on Restricted Parties Lists published by the U.S. Government or any entities 50% or more owned by any such designated persons or entities; (ii) any country or region subject to comprehensive or significant U.S. trade sanctions; or (iii) any other person or entity if Buyer knows or has reason to believe the Products are intended or likely to be used for any restricted purpose (i.e. chemical, biological, or nuclear weapons, terrorism, sanctioned military uses). Buyer also agrees that HPS products will be used in compliance with all applicable laws and regulations of the country(s) in which Buyer does business.

FAIR LABOR STANDARDS ACT AS AMENDED

HPS represents that any goods to be delivered hereunder will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

CONFIDENTIAL INFORMATION

HPS may provide Buyer with Confidential Information in connection with this Contract. Confidential Information includes all non-public, confidential or proprietary information of HPS, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, rebates, or elements of coding or computer programs (including related documentation and media), including as applicable, the object code and/or source code, whether or not the software is operating system software, application software, tools, firmware or

otherwise installed on or supplied with the Equipment or product and necessary for its operation. Such Confidential Information disclosed by HPS to Buyer, that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used in connection with this Agreement shall be solely used for performing this Agreement and may not be disclosed or copied unless authorized by HPS in writing. Upon HPS' request, Buyer shall promptly return all documents and other materials received from HPS. HPS shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

NOTICES

Any notices required under these terms shall be in writing, in the English language, and shall for all purposes be deemed to be fully given and received if sent by registered or certified mail, postage prepaid, to the respective parties at the addresses set forth on face of a quotation or order acknowledgement issued by HPS. Such addresses are subject to change by the respective parties upon written notice as herein provided.

GOVERNING LAW

These terms shall be governed by and construed in accordance with the laws of the State of Missouri, USA without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction.

NOTE

These above terms and conditions supersede all those published and previously issued by: Anderson Electrical Products, Inc., Beckwith Electric Co., Inc., Chardon Electrical Components, Fargo Manufacturing Company, Inc., Fiber and Cable Accessories, Inc., Hubbell Canada LP, Hubbell Power Systems, Inc., RFL Electronics Inc., Ripley Tools, LLC, Ripley ODM, LLC, Multiwave Sensors, The A.B. Chance Company, The Ohio Brass Company, all entities for Turner Electric® brand products, and USCO Power Equipment Corporation.

Effective March 1, 2023