

# HUBBELL POWER SYSTEMS, INC.

## TERMS & CONDITIONS OF SALES

These terms and conditions of sales 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](http://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 a writing signed by Buyer and HPS. Orders shall be deemed to be executed in the State of Missouri and shall be construed and performed in accordance with the laws of that State. 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.

## **DELAY**

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. In no event shall HPS be liable for any delay or non- delivery if caused directly or indirectly by Acts of God, fire, flood, strike or lockout or other labor dispute, accident, civil commotion, riot, war, governmental regulation or order, 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.

## **SHIPPING DEFERMENT**

Buyer requests for shipping deferment must be approved by HPS and are subject to price negotiation.

## **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.

**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 INDEMNITY:** If HPS is using a design provided by or on behalf of Buyer, Buyer shall indemnify and hold harmless HPS for any and all claims or demands of infringement of a third party's intellectual property rights.

**TITLE TO SOFTWARE AND LEASED EQUIPMENT:** HPS grants only a license, and does not pass title, for any software or any other Confidential Information provided by HPS under this Agreement. Title to 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® 2010), 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® 2010) 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® 2010) 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.

## **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 \$10,000 and above to designated stocking locations within the continental United States and

Canada, with the exception of tool trailers and RFL<sup>®</sup>, USCO<sup>™</sup> and Turner Electric<sup>®</sup> brand 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.

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

RFL<sup>®</sup> BRAND PRODUCTS: Freight is excluded and 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 -- USD\$250 net per order for Lineman Tools & Equipment and Versa-Crimp repair parts; 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 written consent. Cancellation of an order for current stock product requires a minimum of five (5) days' notice prior to actual ship date and will be allowed only upon agreement as to applicable cancellation charges if work is in progress. Stock item orders shipped after cancellation notice is received, but before expiration of the five-day requirement, will be subject to all standard Returned Goods conditions, noted below.

Cancellation on 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.

#### **NOTE**

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

Effective January 17, 2022