



# HUBBELL LENOIR CITY, INC. TERMS & CONDITIONS OF SALES

---

Hubbell Lenoir City, Inc. (hereinafter called HLC) hereby gives notice of its exception to any different or additional terms and conditions other than as stated herein. All sales are expressly made conditional on Buyer's assent to the following terms and conditions. Buyer's acceptance of the provisions of HLC's terms and conditions as recited herein shall be conclusively presumed upon Buyer's receipt of the goods, or if no written objection is received by HLC within fifteen (15) days from the date on HLC's order acknowledgment, whichever event shall first occur. These terms and conditions constitute the entire agreement between HLC and Buyer, and supersede other communications between the two parties, whether written or oral.

## PRICING

*Refer to appropriate Price Schedule, unless otherwise quoted.*

## TERMS

*HLC's payment terms are net 30 days. Invoices will be dated the day of shipment. A service charge of 1-1/2% 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, HLC's quotations are subject to acceptance by the Buyer within thirty (30) days from the date of issue.*

## SALES AND SIMILAR TAXES

*HLC's 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 goods hereunder, shall be paid by the Buyer, or in lieu thereof the Buyer shall provide HLC with a tax exemption certificate acceptable to the taxing authorities.*

## ACCEPTANCE OF ORDERS

*All orders are subject to acceptance by HLC at its main office at 3621 Industrial Park Drive, Lenoir City, TN, USA, and to "HLC Terms and Conditions of Sales". Any other terms proposed by Buyer are rejected unless expressly accepted in writing. Orders shall be deemed to be executed in the State of Tennessee 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 HLC to deliver. Orders will be billed at prices in effect at time of shipment unless otherwise agreed. Unless, otherwise stated in writing, HLC reserves the right to ship plus or minus 10% of specified quality for special products that are made to order.*

## SALES BY AGENTS

*Sales by agents or through overseas representatives shall be at prices, terms and conditions of sale specified by HLC. All invoices will be issued by and payment remitted to HLC.*

## DELAY

*HLC will use reasonable efforts to meet shipment or delivery dates specified by HLC, but such dates are estimates only. HLC shall in no event be liable for any delay or nondelivery if such delay or nondelivery is 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 HLC's control. In no case will HLC be liable for loss of profits or any special or consequential damages on account of any delay in delivery or nondelivery whether or not excused hereunder.*

## SHIPPING DEFERMENT

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

## LIMITED WARRANTY AND LIMITATION OF LIABILITY

*MATERIAL: HLC warrants all products sold by it to be merchantable (as such term is defined in the Uniform Commercial Code) and to be free from defects in material and workmanship for a period of one (1) year (or as otherwise specified) from the date of original shipment by HLC when stored, installed, operated or maintained in accordance with recommendations of HLC and standard industry practice and when used under proper and normal use. Buyer must notify HLC promptly of any claim under this warranty. NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF THE LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH HLC'S PRODUCTS OR ANY SALE OR USE THEREOF. HLC SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF PROFITS OR CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY BUYER. HLC's warranty shall run only to the first Buyer of a product from retain cosmetic imperfections that do not impact the Product's performance;*

HLC, from HLC's Buyer, or from an original goods manufacturer reselling HLC's product, and is non-assignable and non-transferable and shall be of no force and effect if asserted by any person other than such first Buyer. This warranty applies only to the use of the product as intended by HLC and does not cover any modification, misapplication, alteration, repair or misuse of said product by Buyer or others, or for damage caused thereto by negligence, accident, or improper use by Buyer or others. This warranty does not include reimbursement for the expenses of labor, transportation, removal or reinstallation of products. Products may contain certain cosmetic imperfections that do not impact the Product's performance; these cosmetic imperfections are not considered defects in material or workmanship and shall not be covered by any HLC warranty.

**APPLICATION:** HLC does not warrant the accuracy of and results from product or system performance recommendations resulting from any engineering analysis or study. This applies regardless of whether a charge is made for the recommendation, or if it is provided free of charge. Responsibility for selection of the proper product of application rests solely with the Buyer. In the event of errors or inaccuracies determined to be caused by HLC, its liability will be limited to the reperformance of any such analysis or study.

**BUYER INSPECTIONS:** Tests, inspections and acceptance of all material must be made at the factory. 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 inspection should be given to HLC no later than two weeks prior to scheduled shipment date.

**LIMITATION OF LIABILITY:** IN NO EVENT AND UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR ALLEGED NEGLIGENCE, SHALL HLC BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION DAMAGE TO OR LOSS OF PROFITS OR REVENUE, LOST SALES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION, LOSS OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTIES OF THE BUYER FOR SUCH DAMAGES ARISING OUT OF OUR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF, HLC'S PRODUCTS. Any warranty claim by Buyer shall be deemed waived by Buyer unless submitted to HLC in writing within thirty (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged breach. Any warranty claim shall be brought within one year of discovery of alleged defect or non-conformity. Upon prompt written notice by the Buyer that a product is defective or non-conformity, HLC's liability shall be limited to repairing or replacing the product, at HLC's option.

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

#### **FREIGHT ALLOWANCE and F.O.B. POINT**

All shipments are F.O.B. origin. Risk of loss and title of goods shall pass to Buyer upon delivery to the designated carrier. Freight is prepaid and allowed on all shipments of products with a net order value of \$7,500 and above to destinations within the Continental United States and Canada. Shipments to Alaska and Hawaii are F.O.B. Pacific Coast docks, collect beyond. Tool trailers will be F.O.B. HLC's dock - no freight allowed.

All shipments destined for locations outside of the United States, excluding Canada, 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 Hubbell Lenoir City, Inc. in cases where freight allowance has been met. Freight terms for shipments to Alaska and Hawaii are F.C.A., Hubbell Facility (Incoterms® 2010). Freight will be paid by Hubbell Lenoir City, Inc., in cases where freight allowance has been met, to the Pacific Coast docks; collect beyond. 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 Hubbell Lenoir City, Inc. in cases where freight allowance has been met. When eligible, Hubbell Lenoir City, Inc. will also assume the taxes, duties & clearing of the goods through customs.

Hubbell Lenoir City, Inc. 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 does not constitute a guarantee of ship date, transit time or arrival date. Hubbell Lenoir City, Inc. will not be responsible for any cartage or storage charges at destination.

Hubbell Lenoir City, Inc. 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. Hubbell Lenoir City, Inc. willingness to assist does not indicate liability for claim or replacement.

## **PARTIAL RELEASE**

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

## **BACK ORDERS**

Back orders that are the responsibility of HLC will be shipped F.O.B. factory or point of shipment with freight prepaid and allowed via the most cost effective method, providing the original order qualified for freight allowance.

## **MINIMUM BILLING**

**Standard Orders -- \$400 net per order. Minimum waived on hardware only orders. \$40 surcharge for below minimum orders. DELIVERY SCHEDULE**

*Shipping dates provided by HLC are estimates only. Based on these estimated shipping dates, HLC makes every reasonable effort to meet Buyer's shipping requirements provided HLC promptly receives all necessary information from Buyer and approved drawings if required by HLC. HLC will not assume liability because of delayed shipment for any reason. HLC's responsibility ceases upon acceptance of shipment by carrier.*

## **CANCELLATIONS**

*Cancellation of an order for current stock product requires a minimum of five (5) days' notice prior to actual ship date. 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, there will be a cancellation charge as established by HLC.*

*Orders may not be canceled unless HLC gives its written consent, and then only upon agreement as to applicable cancellation charges.*

## **RETURNED GOODS**

*GENERAL CONDITIONS applying to all transactions in which Buyer seeks to return goods to HLC:*

- 1. Merchandise is not returnable without the written consent of HLC.*
- 2. Request for permission to return merchandise must be made in writing within one year from date of shipment, and Buyer must provide original HLC invoice number with request.*
- 3. Material to be returned must be considered standard material by HLC.*
- 4. HLC reserves the right to refuse returns of any special or made-to-order material, regardless of condition.*
- 5. All returned goods must be in excellent, resaleable 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 30% restocking charge will be deducted from all credits issued on authorized returns.*
- 7. Return Goods Authorization (RGA) Packing List, supplied by the factory, must accompany the return shipment.*
- 8. Return freight must be prepaid. Material must be received by HLC within sixty (60) days of issuance of RGA.*
- 9. Net value of the return must not be less than \$250.*
- 10. HLC reserves the right to deduct for any damage sustained in transit.*
- 11. Unauthorized returns will be refused. Goods returned without proper authorization from HLC will, at the sole option of HLC, be returned to the Buyer freight collect or scrapped immediately with no issuance of credit. Unauthorized material included in a return will not be credited.*

## **BROKEN PACKAGE POLICY**

*Shipments will be made in standard package quantities or multiples thereof. HLC Customer Service will notify the Buyer of any orders that do not comply. The Buyer must authorize an adjustment to comply with standard package quantities before the order will be entered.*

## **QUOTATION PRICE PROTECTION**

*All prices shown in the price lists are subject to change without notice.*

*All quotations on special products or modifications to catalog items are binding only if confirmed in writing by the factory for the period shown on the quotation. Price protection will be provided for a period of thirty (30) days from date of quotation from HLC.*

**ORDERS**

All orders are taken and prices quoted only with the understanding that each order shall be subject to the acceptance of HLC at its principal office upon such terms as we may specify when order is received. Prices to cover amount of any sales or excise tax which now or hereinafter may be imposed by any taxing authority upon this merchandise or the sale or manufacture thereof.

**PRODUCT SPECIFICATION**

HLC reserves the right to discontinue items, 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 HLC 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. HLC, after review, will have sole discretion to resolve the discrepancy; and the Buyer expressly agrees to abide by HLC's decision. HLC will promptly advise Buyer of its decision regarding any disputed items or charges.

**OSHA**

*HLC warrants that at time of shipment, the goods 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 HLC enters its acknowledgment of Buyer's order. The Buyer's exclusive remedy and HLC's liability for breach of this warranty is limited to replacement of the nonconforming goods.*

**FAIR LABOR STANDARDS ACT AS AMENDED**

*HLC 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.*

*NOTE - These Terms and Conditions supersede all those published and issued previously by Hubbell Lenoir City, Inc., Quazite, CDR Systems, CDR, PenCell, Pen-Cell Plastics, Inc., Polycast, Electrimold, Custom Composites, Western Power Products, Comcore, Hot Box, Windbreaker, and Jandec.*