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HUBBELL POWER SYSTEMS, INC. TERMS & CONDITIONS OF SALES Effective January 1. 2011

These terms and conditions of sales ("terms and conditions") apply to the purchase by Buyer of any and all Hubbell Power Systems, Inc. ("HPS") products. HPS hereby gives notice of its rejection to any different or additional terms and conditions other than as stated herein. Buyer's acceptance of the provisions of HPS's terms and conditions as recited herein 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 appropriate Price Schedule, unless otherwise quoted.

TERMS

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, HPS' quotations are subject to acceptance by the Buyer within 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 hereunder, shall be paid by the Buyer, or in lieu thereof the Buyer shall provide HPS with a tax exemption certificate acceptable to the 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. 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. Orders will be billed at prices in effect at time of shipment unless otherwise agreed. Unless otherwise stated in writing, HPS reserves the right to ship plus or minus 10% of specified quantity 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 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 event shall be liable for any delay or nondelivery 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. In no case will HPS 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 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 or material for a period of one (1) year (or as otherwise specified) from the date of original shipment by HPS when stored, installed, operated or 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 modifications, alterations, misapplication or repairs made to its products

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 the products. This warranty shall run only to the first Buyer of a product from HPS, from HPS' Buyer, or from an original equipment manufacturer reselling HPS' 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.

APPLICATION: HPS 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 2 Effective January 1, 2011 with the Buyer. In the event of errors or inaccuracies determined to be caused by HPS, 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 HPS no later than two weeks prior to scheduled shipment date.

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 one year of discovery of the alleged defect or non-conformity. 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 AND UNDER NO CIRCUMSTANCES SHALL HPS BE LIABLE TO BUYER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES, OR PROFITS, OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION, OR CLAIMS OF THIRD PARTIES AGAINST PURCHASER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF, HPS' PRODUCTS. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity.

FREIGHT ALLOWANCE and F.O.B. POINT

All shipments are F.O.B. origin. Risk of loss and title of products shall pass to Buyer upon delivery to the designated carrier. Freight is prepaid and allowed on all HPS shipments of products with a net order value of \$5,000 and above to destinations within the Continental U.S.A and Canada, with the exception of USCO brand products. Freight is prepaid and allowed on all shipments of USCO brand products with a net order value of \$20,000 and above. An 8% shipping and handling charge will be added to all standard shipments under the minimum net order value. Customer expedited orders will be billed at actual freight cost plus \$50.00 handling. Shipments to Alaska and Hawaii are F.O.B. Pacific Coast docks, collect beyond. Tool trailers will be F.O.B. HPS' dock – no freight allowed. 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 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' 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. HPS's 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 HPS 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 — \$750 net per order. Tools — \$100 net per order. Parts — \$100 net per order.

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 \$250. Addition of tools or parts must be \$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. HPS'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 product orders shipped after cancellation notice is received, but before expiration of the five-day requirement, will be subject to all standard returned product conditions, noted below. Cancellation on non-stock products 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 3 Effective January 1, 2011 charge as established by HPS. Orders may not be cancelled unless HPS gives its written consent, and then only upon agreement as to applicable cancellation charges.

RETURNED PRODUCT

GENERAL CONDITIONS applying to all transactions:

- 1. Product is not returnable without the written consent of HPS.
- Request for permission to return product must be made in writing within one year from date of shipment, 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, 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 25% 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. Product must be received by HPS within sixty (60) days of issuance of RGA.
- 9. Net value of the return must not be less than \$250.
- 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. The Buyer must authorize an adjustment to comply with standard package quantities before the order will be entered.

DROP SHIPMENT POLICY

A 10% net order value drop shipment charge 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.

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 products 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 HPS.

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. Prices to cover amount of 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 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. The Buyer's exclusive remedy and HPS' liability for breach of this warranty is limited to replacement of the nonconforming products.

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.

NOTE

These Terms and Conditions supersede all those published and previously issued by The A.B. Chance Company, The Ohio Brass Company, Anderson Electrical Products, Inc., Fargo Manufacturing Company, Inc., Chardon Electrical Components, USCO Power Equipment Corporation, Hubbell Canada LP and Hubbell Power Systems, Inc.



Complete Cable Management & Racking Solutions

From aerial to burial, the Hubbell Power Systems product offering provides both innovative and cost-effective solutions for telecommunication and utility providers. Utilizing the latest technologies in manufacturing, our underground hardware products are constructed to deliver the reliability you depend on from the name you know and trust.

At HPS, we build products that provide mission critical infrastructure. And our commitment to quality is woven into all of the products we manufacture and the markets we serve.

Racks C2031124 C2031125 C2031126

Hook C2031131

Underground Cable Racking

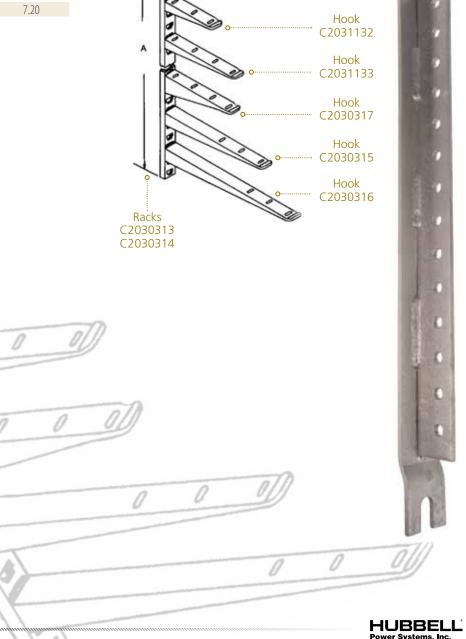
CHANNEL-STEEL TYPE

- Hot dip galvanized racks with hook holes 1½" apart.
- Fasten to manhole or interior walls with $\frac{1}{2}$ " x 4" expansion bolts (not included).
- Mounting slots \(\frac{5}{8}'' \) x \(\frac{3}{4}'' \) at top and bottom of 15", 24" and 30" lengths overlap for assembly in combinations for overall length desired.

1½" x ¾6" x ¾6" Channel Steel						
Catalog	Number of	Dimensio	ns Inches	Approx Ship		
Number	Hook Holes	Α	В	Wt lb Per Each		
C2031124 ⁽¹⁾	8	15	131/2	1.62		
C2031125 ⁽¹⁾	14	24	221/2	2.30		
C2031126 ⁽¹⁾	18	30	281/2	2.80		
C2030313	37	551/4	_	5.70		
C2030314	47	701/4	_	7.20		

Cable Racks

(1) RUS listed.

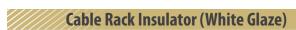


CHANNEL STEEL TYPE (CONTINUED)

- Hot dip galvanized hooks with rounded surfaces have $^{3}/_{16}"$ x $^{13}/_{16}"$ slots for lock clips.
- For hooks with 0.080" plasticized PVC coating for abrasion protection, contact Hubbell Power Systems, Inc. ServiCenter.

	Cable Rack Hooks						
Catalog Number	Length from Face of Rack Inches	Dimensions Inches	Approx Ship Wt Ib Per Each				
C2031131 ⁽¹⁾	4	1½ x 1½ x ¾6	0.42				
C2030502 ⁽²⁾	4	1½ x 1½ x ¾6	0.49				
C2031132 ⁽¹⁾	7½	1½ x 1½ x ¾6	0.96				
C2031128 ⁽²⁾	7½	1½ x 1½ x ¾6	1.08				
C2031133 ⁽¹⁾	10	1½ x 1½ x ¾6	1.08				
C2031127 ⁽²⁾	10	1½ x 1½ x ¾6	1.36				
C2030317	10	1½ x 2½6 x 1¾4	1.76				
C2030315 ⁽¹⁾	14	1½ x 13%4 x ¾6	2.04				
C2030499 ⁽²⁾	14	1½ x 135/64 x 3/16	2.40				
C2030316 ⁽¹⁾	18	1½ x 135/64 x 3/16	2.68				
T2030500 ⁽²⁾	18	1½ x 135/64 x 3/16	3.12				



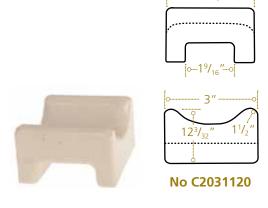


Catalan	Di	mensions Inche	25	
Catalog Number	Radius	Length Along Hook	Width	Approx Ship Wt Ib Per Each
C2031120	1½	3	23/4	0.80

Cable Rack Hook Lock Clip						
Catalog Number	Material	Size Inches	Approx Ship Wt LB Per Each			
L1100	Galvanized Steel	18 Ga x ¾	0.02			

Extension For Cable Racks

Catalan	Di	A		
Catalog Number	Mounting Hole Size	Extension A	Steel Size	Approx Ship Wt Ib Per Each
1101	9/16	35%	½ x 1	1.10
1102	9/16	6%	½ x 1¼	2.52

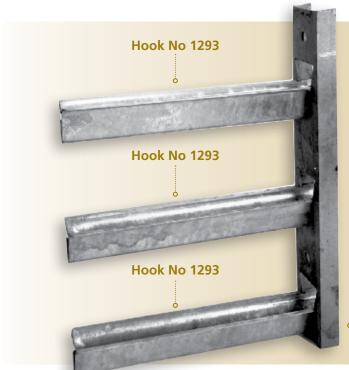








HEAVY CHANNEL STEEL TYPE



Made from 4" x 1¹⁹/₃₂" x ³/₁₆" channel steel. Hot dip galvanized. Either expansion or anchor bolts can be used to mount them to the vault wall. Pressed-steel hooks have stops to keep insulators from sliding off. Mounting holes ³/₄" on all except C2030047 which has ⁵/₁₆" mounting holes.

----- Rack No R1473

Cable Racks

	Catalan		A			
	Catalog Number	Number of Slots	Hook Slot Spacing	Overall Length	Mounting Hole Space	Approx Ship Wt lb Per Each
Ī	R1473	3	8	24	16	10.0
	R1474	4	8	32	24	14.0
	R1476	6	8	48	40	21.0
	C2030047 ⁽¹⁾	6	8	48	223% & 40	21.0

(1) Same as R1476 except three mounting holes. Lower two are slotted.

HEAVY CHANNEL STEEL TYPE (CONTINUED)

Cable Rack Insulator (White Glaze)							
Catalog	Approx Ship						
Number	Radius for Cable	Overall Length	Overall Width	Wt lb Per Each			
1115	25/8	4½	25/8	1.34			

Insul	ator	Nο	11	15

			Cable R	ack Hook	S		
Catalog Number		Number of Insulators Accomodated	Dimensions Extension from Face of Rack	o Overall Size Lead Ap			Approx Ship Wt lb Per Each
	1292	2	101/4	12	12	400	2.44
	1293	3	16%	18	12	200	3.40



reliable

T-SECTION TYPE

- Vertical pinning of successive racks is permitted by an offset at each rack end.
- Racks are made of 21/4" x 21/4" x 1/4" steel T-section.
- Hot dip galvanized.
- Mounting holes and slot for fastening to manhole walls are designed to be used with or without insulators.
- Hooks supplied with $\frac{3}{8}$ " x $1\frac{1}{2}$ " cotter bolt and key, also available with plastisol coatings applied after galvanizing.

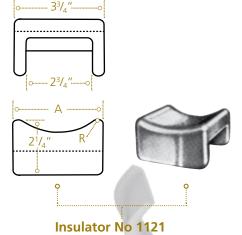
		Cab	le Racks		
Catalan	N	D	imensions Inc	ches	
Catalog Number	Number of Hook Holes	Hook Hole Spacing	Overall Length	Mounting Hole Spacing	Approx Ship Wt Ib Per Each
PS1225	14	1½	27½	251/2	8.40

	Cable Nack Hisulator (Willte Glaze)								
	6.1.1	Dimen	sions in Inches						
	Catalog Number	Radius for Cable R	Length Along Hook A	Width	Approx Ship Wt Ib Per Each				
Ī	1121	25/8	3¾	3¾	1.38				
	1118	1½	3	3¾	1.12				

Cable Rack Insulator (White Glaze)

Capie Rack Hooks								
Catalog N	lumber	Dimensions	Inches	ANSI	Approx Ship Wt lb Per Each			
Galvanized	Plastisol Coated	Extension from Rack Face	Steel Size Gauge	Load Rating lb				
1231	C2030084	6	9	400	1.64			
1232	C2030085	10½	7	200	3.08/3.40			
1233	C2030086	15	7	200	5.50/6.20			





H-SLOT TYPE

- Manufactured of 3" structural steel channel.
- Accommodates from 1 to 7 supports spaced on 4½" centers.
- Offset lower mounting tab allows racks to be joined for additional length.

		Racks		
Catalog Number	Number of Support Holes	Dimensio Overall Length	ns Inches Mounting Hole Spacing	Approx Ship Wt lb Per Each
DU13B1 ⁽¹⁾	1	81⁄4	61/2	2.16
DU13B3 ⁽¹⁾	3	171⁄4	151⁄2	5.70
DU13B5 ⁽¹⁾	5	261/4	241/2	8.00
DU13B7 ⁽¹⁾	7	351/4	331/2	10.50

- (1) ANSI/NEMA standard.
 - Available in four lengths to accommodate from 1 to 4 insulators.
 - Compatible insulators are DE3U1, DE6U1, and DE12U series; order separately.

Support Hooks								
Catalog Length Number Inches		Accomodates Number of Insulators	ANSI/NEMA Load Rating Ib	Approx Ship Wt lb Per Each				
DU3S1 ⁽¹⁾	61⁄4	1	400	0.94				
DU3S2 ⁽¹⁾	11¾	2	400	1.60				
DU3S3 ⁽¹⁾	171⁄4	3	200	2.52				
DU3S4 ⁽¹⁾	22¾	4	_	4.00				

(1) ANSI/NEMA standard.









NOB-LOC TYPE

- Manufactured from 3/8" x 13/4" steel.
- Can accommodate from 1 to 13 supports.
- Nob-Loc type supports are interchangeable on DU1B Series racks.
- Order support hooks separately.

	Racking Racking								
Catalog Number of			Din	Approx Ship					
	Number	Support Holes	Α	В	C	Wt lb Per Each			
	DU1B1 ⁽¹⁾	1	14¾	13	_	2.80			
	DU1B3	3	28¾	27	7	5.20			
	DU1B4	4	35¾	34	7	6.60			
	DU1B10 ⁽¹⁾	11	34%	33%	2	6.00			
	DU1B28 ⁽¹⁾	5	28¾	27	31/2	5.20			
	DU1B29 ⁽¹⁾	9	42¾	41	31/2	7.60			
	DU1B30 ⁽¹⁾	13	56¾	55	31/2	10.00			

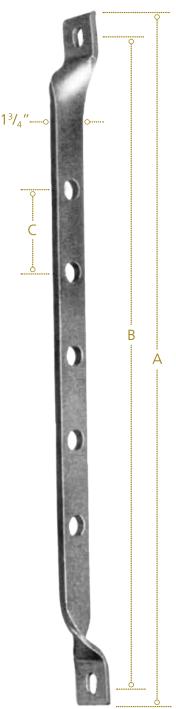
(1) ANSI/NEMA standard.

NOTE: Use DE3U1 or DE6U1 insulators; order separately.

Support Hooks								
Catalog Number	Length Inches	Accomodates Number of Insulators	Approx Ship Wt lb Per Each					
DU1S1 ⁽¹⁾	3%	1	1.36					
DU1S2 ⁽¹⁾	71/8	2	2.20					
DU1S3 ⁽¹⁾	11%	3	2.96					
DU1S4 ⁽¹⁾	147/8	4	3.60					

(1) ANSI/NEMA standard.

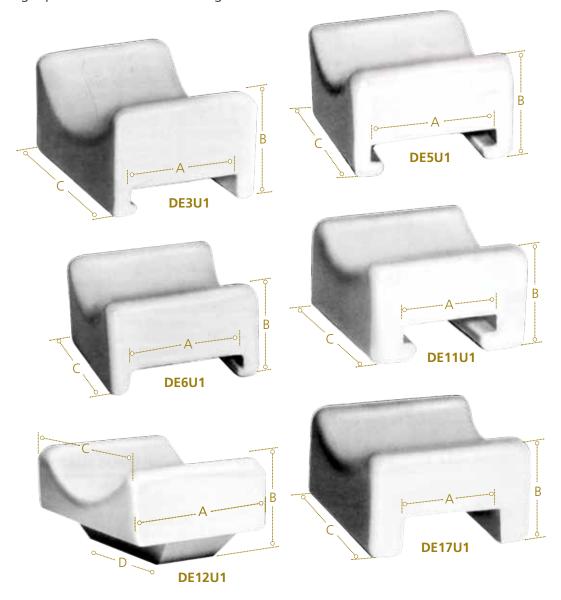




DU1B Series

CABLE SUPPORT INSULATORS

High-grade electrical porcelain insulators with rounded corners and edges prevent cable-sheath damage.



Catalog		D	imensions l	nches		Accomodates	Approx Ship	
Number	A	В	С	D	Groove Radius	Support (Catalog Number Series)	Wt Ib Per Each	
DE3U1	21/16	21/16	4	_	21/16	DU1S, DU3S	1.12	
DE5U1	21/16	1¾	3	_	17/16	DU3S	0.76	
DE6U1	21/16	1¾	3	-	1¾	DU1S, DU3S	0.74	
DE11U1	15/8	111/16	2¾	_	1½	DU5S	0.78	
DE12U1	21/2	15/8	31/4	13/8	1¾	DU3S, DU9S	0.70	



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