



UK TERMS AND CONDITIONS – EFFECTIVE JANUARY 2019

1. Applicability. The terms and conditions set forth herein (“**Conditions**”) apply to and form the contract between **Hubbell Limited** (“**Seller**”) and by Buyer named on the face hereof (“**Buyer**”) for the sale and purchase of the products or services listed on the face hereof (“**Products**”) (the “**Contract**”). No provision endorsed on, delivered with, or contained in Buyer’s purchase conditions or any other document issued by Buyer, nor any term or condition which is implied by trade, custom, practice or course of dealing shall form part of the Contract (unless Seller otherwise agrees in writing) and such provisions, terms or conditions are hereby expressly rejected. Any samples, drawings, descriptive matter or advertising issued by Seller’s and any descriptions of the Products contained in Seller’s catalogues, brochures, websites or marketing materials are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of these Conditions or have any contractual force. Seller’s failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and no waiver, consent, modification, amendment or change of the Conditions shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of Seller and Buyer. Each order placed by Buyer shall be an offer by Buyer to purchase the Products on these Conditions, by which Buyer agrees to accept and be bound. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer’s purchase of the Products. The Contract shall come into force when such offer is accepted in writing by an authorized representative of Seller, unless there is no written acceptance of Buyer’s offer by Seller’s authorized representative, in which case any receipt of Products by Buyer or Seller’s commencement of the services provided hereunder shall be deemed acceptance of Buyer’s offer and the Contract shall be deemed to have come into force on the date on which Seller received Buyer’s offer.

2. Prices. Prices in written quotations issued by Seller are valid for thirty (30) days. All other prices are subject to change at any time, unless otherwise expressly agreed by Seller. Any prices shown in published literature are maintained as a general source of information and are not quotations or offers to sell. Any quotation issued by Seller (whether written or otherwise) is an invitation to treat and does not constitute an offer which is capable of acceptance by Buyer. Seller reserves the right to make corrections due to typographical, clerical or engineering errors or due to incomplete or inaccurate information from Buyer. Seller reserves the right to increase the price of accepted orders, by giving notice to Buyer at any time before delivery, to reflect any increase in the cost of the Products to Seller that is due to any factor beyond the control of Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials and other manufacturing costs); any request by Buyer to change the delivery date(s), quantities or types of Products ordered; any delay caused by any instructions of Buyer in respect of the Products or failure of Buyer to give Seller adequate or accurate information or instructions in respect of the Products; or any changes to relevant law or regulatory changes.

3. Taxes. Prices do not include any state, local, use or value added taxes, duties or other charges now or hereafter imposed for which Seller may be liable as a result of the sale, use or delivery of the Products (“**Taxes**”). In the absence of proper evidence of exemption supplied by Buyer to Seller, Buyer will be responsible for any and all such Taxes.

4. Payment Terms. Subject to credit approval, unless otherwise specified on the quotation or invoice, payment terms shall be Net 30 days from the date of invoice. Payments shall be made in the currency specified in the quotation. Time of payment is of the essence. If Buyer fails to pay any amounts when due, Buyer agrees to pay Seller interest thereon at a periodic rate of the greater of the maximum percentage allowed by law or one percent (1%) per month. Buyer will also be responsible for all costs and expenses, including attorneys’ fees incurred by Seller in collecting any overdue amounts or otherwise enforcing Seller’s rights hereunder.

5. Shipping and Delivery. Estimated delivery dates are provided in the quotation or acknowledgment, and shall not represent a fixed or guaranteed ship date. Unless otherwise agreed to by Seller, Seller reserves the right to ship at its convenience and/or ship and invoice for partial order, and all deliveries are ExWorks Seller’s location (INCOTERMS 2010); freight may be pre-paid and added to invoice. Seller may stop delivery of Products in transit and/or withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform under these terms. In the event of a delay to delivery due to any cause beyond Seller’s reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, at its sole discretion, and Seller shall not be responsible for any losses incurred by Buyer resulting from delay. If delivery is delayed due to any cause within Buyer’s control, Seller may place the Products in storage at Buyer’s risk and expense with all related costs and expenses (including insurance) to be paid by Buyer.

Hubbell Ltd
Registered Office:
Cannon Place
78 Cannon Street
London EC4N 6AF UK
Registered No: 669157

VAT Registration: GB 129910853

UK Trading Divisions:



Chalmit
PO Box 5575
Glasgow G52 9AP Scotland
T: +44 (0)141 882 5555
F: +44 (0)141 883 3704
E: info@chalmit.com
www.chalmit.com



Hawke International
Oxford Street West
Ashton-under-Lyne
Lancashire OL7 0NA UK
T: +44 (0)161 830 6695
F: +44 (0)161 830 6698
E: sales@ehawke.com
www.ehawke.com



Victor Lighting
PO Box 5571
Glasgow G52 9AP Scotland
T: +44 (0)141 810 9644
F: +44 (0)141 810 9642
E: info@victor-lighting.com
www.victor-lighting.com



Gai-Tronics
Brunel Drive
Stretton Burton DE13 0BZ UK
T: +44 (0)1283 500 500
F: +44 (0)1283 500 400
E: info@gai-tronics.co.uk
www.gai-tronics.org



6. Title and Risk of Loss. Title and risk of loss to the Products shall pass to Buyer upon delivery by Seller to the carrier in accordance with INCOTERMS 2010 and Buyer is responsible for insuring against any losses or damage after such time.

7. Cancellations. Returns. Orders may not be cancelled or modified once accepted by Seller unless agreed upon in writing by Seller. Any cancellation or return of Products shall be subject to Seller's return and -restocking policies, and may be subject to Seller's cancellation or restocking fee. Seller's restocking policy is available upon request. Non-stock or special-order items are non-cancellable and non-returnable, unless defective. No returns shall be permitted without a Return Material Authorization (RMA).

8. Packaging. Allocation. All Products are packaged in accordance with Seller's standard packaging, unless otherwise agreed upon by the parties. Additional or modified packaging requirements may result in an increase in price. In the event of Seller's inability to accommodate the total demand for Products specified, for any reason outside its reasonable control, Seller may allocate its available supply among any or all purchasers (including Buyer), at its sole discretion, and shall not be liable for any delays to delivery or other failures of performance that may result therefrom.

9. Tooling. Any tooling required for an initial order will be billed to Buyer. Any Non-Recurring Engineering (NRE) charges invoiced by Seller shall not be deemed to grant any right, title or interest in any tools, dies, jigs, fixtures and items of like nature, or in any design, engineering, trade secret, patent or other proprietary rights embodied in the tooling, upon Buyer's payment of such charges and such items shall at all times be, and remain, the property of Seller.

10. Warranty. Services. Seller warrants that any services provided pursuant to the Contract shall be performed in accordance with the standard of care with which such services are normally provided in Seller's industry for similar services and under the same applicable law and regulation. If the services fail to meet the applicable industry standards, Seller will re-perform the services, provided that any and all issues are identified prior to Buyer's execution of the Work Order, which shall occur no later than seven (7) business days from Seller's completion of the Services.. Products. Seller warrants that the Products will perform substantially in accordance with Seller's published specifications (or other applicable specifications as agreed upon in writing by Seller) and will be free from defects in material and workmanship, when subject to normal, proper and intended usage by properly trained personnel, for a period as specified in the Product's literature or, if none is specified therein, a period of one (1) year from the date of shipment (the "Warranty Period"). **Remedies.** During the Warranty Period, Seller agrees, at Seller's option, to repair or replace Products in order to ensure that the Products perform in accordance with the applicable specifications provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with a RMA. Buyer may then return the defective Products to Seller, with all costs prepaid by Buyer, All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions herein. The warranty period on any repaired or replacement Products shall be the greater of the ninety (90) day repair warranty or one (1) year from the date the original Product was shipped. Any consumables are excluded from warranty. Seller will have no obligation to re-perform services, and/or make repairs, replacements or corrections which are defective as a result of: (i) normal wear and tear, (ii) Buyer's misuse, fault or negligence, (iii) use of the Products in a manner for which they were not designed, or (iv) improper storage, maintenance and handling of the Products. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. INSTALLATION, MAINTENANCE, REPAIR, SERVICE, OR ALTERATION OF THE PRODUCTS PERFORMED BY ANYONE OTHER THAN A SELLER AUTHORIZED PARTY, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT AND/OR RE-PERFORM SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT PERMITTED UNDER ENGLISH LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, TERMS AND CONDITIONS, GIVES NO WARRANTIES AND MAKES NO REPRESENTATIONS IN RELATION TO THE PRODUCTS, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS (INCLUDING THE CONDITIONS IMPLIED BY SECTIONS 12-15 SUPPLY OF GOODS AND SERVICES ACT 1982 AND SECTIONS 13-15 SALE OF GOODS ACT 1979), WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE. In no event will Seller's aggregate liability under warranty exceed the



price paid by Buyer for the defective Product or Service. Products supplied by Seller that are obtained by Seller from a third party supplier are not warranted by Seller. At its discretion and to the extent Seller is permitted, Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the third party supplier.

11. Intellectual Property. Seller's specifications and design of the Products and any developments, improvements and intellectual property created under this order, whether made solely by a party or jointly by Buyer and Seller ("Intellectual Property") shall be owned by Seller. Buyer is not granted any interest, right or license with respect to any such intellectual property, except to the extent required to use the Products for the purpose for which it is specifically provided to Buyer in accordance with these terms and conditions.

12. Software. With respect to any software incorporated in or forming a part of the Products hereunder ("Software"), Seller and Buyer intend and agree that such Software is being licensed to Buyer and not sold. Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in Software. Seller 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 will terminate when Buyer's lawful possession of the Products ceases, unless earlier terminated as provided herein. Buyer agrees to not 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 Seller's prior written consent. Seller may terminate this license immediately and without penalty if Buyer fails to comply with any term or condition herein.

13. Indemnity. By Seller. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("**Claims**") for (i) personal injury or death or damage to real property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives in connection with the performance of services at Buyer's premises; and (ii) third party claims that a Product infringes any valid United States patent, copyright or trade secret. Notwithstanding the foregoing, Seller shall have no liability to the extent any such Claims are caused by either (i) the negligence or willful misconduct of Buyer or any third party, (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) Seller's compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) service, installation or modification of any Product except by anyone other than a Seller authorized party. Buyer shall provide Seller prompt written notice of any Claims and Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section 14. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product, or (c) if neither of the preceding is reasonably practicable, refunds the purchase price for the Product. **By Buyer.** Buyer shall indemnify, defend and hold harmless Seller from and against any and all Claims to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) use of a Product in an application or environment for which it was not designed; or (iv) modifications of a Product by anyone other than Seller.

14. Limitation of Liability. Neither party shall limit its liability to the other for (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other losses which cannot be excluded by law. Notwithstanding anything to the contrary contained herein, Seller's aggregate liability for any claim of any kind arising under or in connection with this contract, whether in tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of €500,000 or two times the price paid by Buyer for the Products giving rise to such claim. TO THE FULLEST EXTENT ALLOWED BY LAW, SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DATA AND/OR OPPORTUNITY, HOWSOEVER ARISING OUT OF SELLER'S PERFORMANCE (OR NON- PERFORMANCE) OF THE CONTRACT.

15. Compliance with Laws. Export Laws. Seller agrees to observe and comply with all applicable federal, state and local laws, rules, regulations, including but not limited to all applicable U.S. and English laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any



Product or part of Product. Buyer shall not, without first obtaining any required license to do so from the appropriate U.S. government agency; (i) export or re-export any Product or part of a Product, or (ii) export, re-export, distribute or supply any Product or part of a Product to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. At Seller's request, Buyer will provide information on the end user and end use of any Product or part thereof exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this section by Buyer or its employees, consultants, or agents. Seller and Buyer shall each comply with the UK Bribery Act 2010 (as may be amended or replaced from time to time) or equivalent U.S. legislation, and ensure that each has in place adequate procedures (as construed in accordance with the Bribery Act 2010 and legislation or guidance published under it) to prevent bribery and neither party shall willfully put the other in breach of the same. The Buyer undertakes, warrants and represents that: (a) neither the Buyer nor any of its officers, employees, agents or subcontractors has: (i) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; (b) it shall comply with the Modern Slavery Act 2015 and Seller's Modern Slavery and Human Trafficking Statement, and it shall notify the Seller immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Buyer's obligations under this section 15. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Buyer's obligations.

16. Custom Equipment or Systems. Buyer acknowledges that any approvals and/or listings specified in Seller's proposal are limited to the specific scope and application set forth in the proposal, and may not cover or apply to any custom or special products or services which are outside the scope of Seller's proposal. Seller shall retain all proprietary rights in any and all technical data, designs or other information developed by Seller in the course of designing, developing and/or manufacturing custom products or systems.

17. Miscellaneous. (a) The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims). The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (b) In the event that any one or more provisions contained in these terms shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect. (c) Seller's failure or delay to enforce or waiver of a breach of any provision contained herein shall not constitute a waiver of any other breach or of such provision. (d) For any purpose other than legal proceedings or arbitration, any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (e) Buyer may not assign, subcontract or delegate any rights or obligations without Seller's prior written consent. (f) Seller shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to Buyer under the Contract or under any other contract which the Seller has with the Buyer. The Buyer shall pay all sums that it owes to the Seller under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law. Seller reserves the right to place a lien and notifications of liens should Seller not be paid for equipment and or services provided hereunder. (g) No person who is not a party to this contract shall have any rights to enforce its terms under the Contracts (Rights of Third Parties) Act 1999. (h) Buyer agrees that all pricing, discounts, data, design and technical information, operations/maintenance manuals, testing procedures, drawings, schematics and any other information regarding the Products or Seller's processes provided by Seller to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (a) keep such information confidential and not disclose such information to any third party, and (b) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (j) The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other



than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

