

DISTRIBUTOR TERMS AND CONDITIONS

BRYANT®

Pricing Effective Date: Feb 01, 2023

Supersedes BPD060122: Jun 01, 2022

Hubbell Incorporated (Delaware)
Bryant Division ("Bryant")
Distributor Terms and Conditions

**APPLYING TO THE PURCHASE OF ALL
HUBBELL INCORPORATED (DELAWARE) BRYANT ELECTRIC PRODUCTS**

Supersedes and cancels all previous Terms and Conditions Sheets.

ACCEPTANCE:

All orders are subject to final acceptance by Hubbell Incorporated (Delaware) Bryant Electric Division ("Bryant") from authorized Bryant Distributors only.

PRICING:

Refer to the Distributor cost sheets for Bryant products prices. **Prices are subject to change without notice.**

TERMS:

Standard terms are 2% 10th proximo from date of invoice; net 25th. A service charge of 1½% per month, or if such rate exceeds the maximum lawful rate, then such maximum lawful rate shall be assessed on all past due amounts and shall be payable on demand.

DELIVERY:

F.O.B. shipping point with normal freight allowed to any point in the United States (including Hawaii and Alaska) in accordance with the following provisions applicable to single shipments. The Distributors' orders will qualify for freight allowance on any total product order with a Distributor cost of \$1,500.00 or more. Freight will be billed to the Distributors for orders under \$1,500.00.

If the Distributor requests premium freight shipping, the Distributor will be charged for the actual freight charge incurred. Bryant reserves the right to use its own discretion in the routing of shipments on which Bryant assumes transportation charges. If the Distributor specifies a more expensive routing, the Distributor must assume transportation charges.

SHORTAGES:

Any and all shortages must be reported within ninety (90) days from the shipment date.

PARTIAL SHIPMENTS:

Unless an order is marked "Hold for Complete Shipment", material in stock will be shipped immediately. Material that is not in stock will be shipped as soon as possible. Freight will be allowed on these shipments if the original order exceeds \$1,500.

MINIMUM BILLING CHARGE:

Minimum order value will be \$250.00. A \$35.00 service charge will be added to any order submitted less than \$250.00.

WEIGHTS:

Weights shown are approximate and subject to change without notice.

RETURNED GOODS:

A. Standard Material

Standard Material includes all items included in Bryant's catalogue and/or current price index at the date the product was purchased, which has not been designated as obsolete (as defined herein).

A Bryant Return Material Authorization (RMA) must be received prior to returning material to Bryant. When requesting the RMA, please provide complete information pertaining to the subject order, including reference to purchase order, sales order, or invoice. Routing instructions will be provided with the RMA. Returned material must bear the Bryant furnished RMA number and be returned to Bryant within ninety (90) days from issuance of an RMA or the material will not be accepted. All returned material must be in new and resalable condition. No used or damaged material will be accepted and will be returned to the Distributor at the Distributor's expense.

No deduction for returned material is allowed from a remittance until Bryant issues a credit memorandum. If, upon receipt of the material by Bryant, it is determined that the permission to return should not have been granted, the RMA will be voided and the material will be returned to the sender at Bryant's expense. Return of material not included on the RMA or material quantities in excess of the authorization will not be accepted. The Distributor will be contacted and given the option to accept the material back including all freight expenses, or to authorize Bryant to scrap the material with no credit to be issued. A restocking charge of 20% will apply to all returns. In addition, the Distributor is responsible for all freight charges. Bryant will deduct such charges from the credit for the return. Bulk packed material can only be returned in its unopened standard package. Material designated by the letter "M" or "X" in the symbol column of the Distributor Net Cost and Index may only be returned in carton quantities (Level "3"). An additional 20% repackaging charge will apply to any returned material requiring repackaging of the unit carton.

In the event a return of material is made necessary through any fault of Bryant and permission is granted for its return, a full credit will be issued, including all transportation charges provided the materials meet the requirements described herein. Claims for discrepancies in shipments must be made within seven (7) days of receipt of material.

In the event that the Distributor cannot provide the purchase order, sales order or invoice number for returned material, the credit will be issued at the lower of the current price index or up to two previous price indexes.

For multiple location Distributors, these requirements shall apply to each location.

Note: The possession of this Terms and Conditions Sheet or the applicable Distributor Cost Sheet by any person is not to be construed as an offer to sell him nor to anyone else, the products listed therein at the prices stated.

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RETURNED GOODS (continued):**B. Non-Returnable Material ("Special")**

Except where return is necessary through Bryant error, no returns are allowed for products that are designated as non-returnable material.

These materials are defined as:

- standard material which has been modified in form, fit, or function to meet a Distributor specific requirement.
- a new product developed solely for a Distributor specific application.

These non-returnable materials will be identified to the Distributor through Bryant documentation such as (but not limited to) price index, quotations, sales orders, sales order acknowledgements, and invoices.

C. Obsolete Material

Except where return is necessary through Bryant error, no returns are allowed for products that are designated as obsolete material, which is defined as material that has been phased out/discontinued from active production.

Material obsolescence notifications will be communicated to the Distributor through Bryant discontinuance notices, sales agents, Trade Service updates, and IDW updates.

RMA's will only be issued for 90 days following the announced discontinuance (obsolescence) of a material. RMA's must be requested from Bryant within this 90-day period to obtain credit for the return.

**STOCK BALANCING PROGRAM-INVENTORY
MANAGEMENT PROGRAM**

Authorized Bryant Distributors in current good standing are allowed one stock adjustment return annually. The returned items may be comprised of materials that are not moving, or materials which are in an overstock condition. Non-returnable ("Special") and Obsolete material are excluded from the annual return. The total value of the return cannot exceed five percent (5%) of the prior year's stock purchases or be less than \$500. Stock adjustment returns apply to full, unopened carton quantities only. Freight charges for annual stock adjustment returns are the responsibility of the Distributor. Bryant reserves the right to deny or reduce RMA requests for any material for which the return quantity is significantly over the Distributor stock quantities recommended by Bryant.

CLAIMS:

Claims for freight charges or allowances of any kind will not be considered after 30 days from receipt of material, and our responsibility ceases when we have delivered such shipments to the carriers and hold their receipts.

SALES TAX:

An order placed by you, the Distributor, and accepted by Bryant, is subject to payment by the Distributor of any Sales Tax, Federal or State, which may be levied thereon prior to delivery.

INDEMNIFICATION:

The Distributor agrees to indemnify, defend and hold harmless Bryant from and against all costs, expenses, damages, claims and liabilities, including attorneys' fees and costs of litigation, arising out of or in connection with any breach of these terms and conditions by the Distributor, or from any representations or warranties made by the Distributor in violation of these terms and conditions.

CONFIDENTIALITY:

The Distributor hereby agrees that it shall not disclose to any third party at any time any trade secrets, design details, prices, price policies, processes, or operational procedures or any other information, including these terms and conditions, supplied in confidence by Bryant, in relation to Bryant products or Bryant's affairs or business or method of carrying on business.

LIMITED WARRANTY:

Bryant warrants to the Purchaser 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 Bryant when stored, installed, operated or maintained in accordance with recommendations of Bryant and standard industry practice and when used under proper and normal use. Bryant shall in no event be responsible or liable for modifications, alterations, misapplication or repairs made to its products by Purchaser or others, or for damage caused thereto by negligence, accident or improper use by Purchaser or others. This warranty does not include reimbursement for the expenses of labor, transportation, removal or reinstallation of the products.

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: Upon prompt written notice by the Purchaser that a product is defective or non-conforming, Bryant's liability shall be limited to repairing or replacing the product at Bryant's option.

LIMITATION OF LIABILITY: IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL BRYANT BE LIABLE TO PURCHASER 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, BRYANT'S PRODUCTS. As stated herein, the term "person" shall include without limitation, any individual proprietorship, partnership, corporation or entity.