

# STANDARD TERMS AND CONDITIONS OF SALE

## Hubbell Incorporated (Delaware), Wiring Device-Kellems and Bryant Electric Divisions

**Effective February 1, 2024**

**1. Applicability.** Hubbell Incorporated (Delaware) ("Seller") hereby offers for sale to the Distributor named on the face hereof ("Distributor") the products listed on the face hereof (the "Products") on the express condition that Distributor agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Distributor are expressly rejected and if these terms and conditions differ from the terms of Distributor's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Distributor's document. Distributor's receipt of Products provided hereunder will constitute Distributor's acceptance of these terms and conditions. This is the complete and exclusive statement of the contract between Seller and Distributor with respect to Distributor's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Distributor. Seller's failure to object to terms contained in any subsequent communication from Distributor will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

**2. Prices.** Prices in written quotations issued by Seller are valid for thirty (30) days, unless otherwise terminated by Seller. All other prices are subject to change at any time. Products will be billed at the price shown in the Distributor Cost Index in effect at time of shipment. Any prices shown in published literature are maintained as a general source of information and are not quotations or offers to sell. Seller reserves the right to make corrections due to typographical, clerical or engineering errors or due to incomplete or inaccurate information from Distributor. Prices for accepted orders may change due to customer order, quantity, material or engineering changes. Prices on orders requesting shipment dates more than six (6) months from the date of order, and/or orders held at Distributor's request or Seller convenience are subject to a one and one-half percent (1.5%) per month escalation.

**3. Taxes.** Prices do not include any state, local, use or excise 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 Distributor to Seller, Distributor will be responsible for any and all such Taxes.

**4. Minimum Order Quantity.** \$100 minimum order. Orders for less than \$100 will be billed at \$100 net.

**5. Payment Terms.** Subject to credit approval, unless otherwise specified on the quotation or invoice, payment terms shall be 2% 10 from the date of invoice; Net 25 days from the date of invoice. All payment shall be in US dollars. If Distributor fails to pay any amounts when due, Distributor agrees to pay Seller interest thereon at a periodic rate of the greater of the maximum percentage allowed by law or 1.5% per month. Distributor 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. Seller reserves the right to require full or partial payment in advance. Prorate payments are due as shipments are made. If manufacture is delayed by Distributor, payment shall be made based on the percent of completion.

**6. 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 select carriers and routing of shipments, may ship at its convenience and/or ship and invoice for partial orders. Unless otherwise agreed in writing, all deliveries are FCA Seller's location

(INCOTERMS 2010). Freight may be prepaid and added to invoice. If Distributor requests a specific routing or carrier, all such costs shall be borne by Distributor. Seller may stop delivery of Products in transit and/or withhold shipments in whole or in part if Distributor fails to make any payment to Seller when due or otherwise fails to perform under these terms. In the event of a delay 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, and Seller shall not be responsible for any damages resulting from delay. If delivery is delayed due to any cause within Distributor's control, Seller may place the Products in storage at Distributor's risk and expense and for Distributor's account. Claims for shortage or other errors must be made in writing to the Seller's Customer Service department within thirty (30) days after receipt of shipment, or such claims shall be waived by Distributor.

**7. Title and Risk of Loss.** Title and risk of loss to the Products shall pass to Distributor upon delivery by Seller to the carrier.

**8. 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 policies, and may be subject to a 25% restocking fee. Non-stock or special order items are non-cancellable and non-returnable. No returns shall be permitted without a Return Material Authorization (RMA).

**9. 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. Weights shown are approximate and are subject to change without notice. In the event of inability for any reason to supply the total demand for the materials or Products specified, Seller may allocate its available supply among any or all purchasers, at its discretion and without liability for failure of performance that may result therefrom.

**10. Tooling.** Any tooling required for an initial order will be billed to Distributor. 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 Distributor's payment of such charges and such items shall at all times be, and remain, the property of Seller.

**11 Warranty.** 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 of one (1) year from the date of shipment by Seller, unless otherwise specified in the Product literature (the "**Warranty Period**").

**11.2 Remedies.** During the Warranty Period, Seller agrees to repair or replace, at Seller's option, Products in order to ensure that the Products perform in accordance with the applicable specifications provided that Distributor 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 Distributor with a RMA. Distributor may return the defective Products to Seller with all costs prepaid by Distributor. All replaced parts shall become the property of Seller. Shipment to Distributor of repaired or replacement Products shall be made in accordance with the Delivery provisions herein. Any consumables, including but not limited to, bulbs and



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batteries, are excluded from warranty. Seller will have no obligation to make repairs, replacements or corrections which are defective as a result of: (i) **normal wear and tear**, (ii) **third party misuse, fault or negligence**, (iii) **use of the Products in a manner for which they were not designed**, or (iv) **improper storage, maintenance, installation and handling of the Products**. If Seller determines that Products for which Distributor has requested warranty services are not covered by the warranty hereunder, Distributor 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, Distributor shall pay Seller therefor at Seller's then prevailing time and materials rates. THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF DISTRIBUTOR IN THE EVENT OF A DEFECTIVE PRODUCT OR SERVICE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. In no event will Seller's aggregate liability under warranty exceed the price paid by Distributor for the defective Product. 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 Distributor any warranty rights in such Product that Seller may have from the third party supplier. The Warranty Period for replacement Products shall be the remainder of the original Warranty Period.

**12. 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 Distributor and Seller ("**Intellectual Property**") shall be owned by Seller. Distributor 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 Distributor in accordance with these terms and conditions.

**13. Software.** With respect to any software incorporated in or forming a part of the Products hereunder ("**Software**"), Seller and Distributor intend and agree that such Software is being licensed 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 Distributor 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 Distributor's own internal business purposes. This license will terminate when Distributor's lawful possession of the Products ceases, unless earlier terminated as provided herein. Distributor agrees to not sell, transfer, license, loan or otherwise make available in any form Software to any third party without Seller's express written consent. Distributor 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 if Distributor fails to comply with any term or condition herein.

**14. Indemnity. By Seller.** Seller agrees to indemnify, defend and save Distributor 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 Distributor's premises and (ii) 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 Distributor or 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 Distributor'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 Seller. Distributor 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 the Seller, to settle the same. Distributor agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section. 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 Distributor the right, at no additional expense to Distributor, 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, refund the purchase price for the Product. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO DISTRIBUTOR FOR THE CLAIMS DESCRIBED HEREIN. **By Distributor.** Distributor 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 Distributor; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Distributor; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller.

**15. Limitation of Liability.** Notwithstanding anything to the contrary contained herein, Seller's aggregate liability for any claim of any kind shall not exceed the price paid by Distributor for the products giving rise to such claim. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES HOWSOEVER ARISING OUT OF SELLER'S PERFORMANCE (OR NON- PERFORMANCE) OF THE CONTRACT AND NOTWITHSTANDING WHETHER DISTRIBUTOR MAY HAVE BEEN ADVISED OR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**16. 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 laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Product or part of Product. Distributor 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, Distributor will provide information on the end user and end use of any



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Product or part thereof exported or to be exported by Distributor. Distributor 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 Distributor or its employees, consultants, or agents.

**17. Miscellaneous.** (a) Any legal claim shall be controlled under the laws of the state of the Seller's primary place of business. Seller and Distributor agree to accept and be bound by the exclusive jurisdiction of the federal and state courts thereof. 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 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) 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) Distributor may not assign or delegate any rights or obligations without Seller's prior written consent. (f) Seller reserves the right to place a Lien and notifications of liens should Seller not be paid for equipment provided hereunder. (g) Distributor 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 Distributor are the confidential and proprietary information of Seller. Distributor agrees to (a) keep such information confidential and not disclose such information to any third party, and (b) use such information solely for Distributor's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public.