



02/15/25

LIMITED WARRANTY. Hubbell Gas Utility Solutions, Inc. (hereafter "Seller") warrants that any services provided hereunder shall be performed in accordance with the standard of care with which such services are normally provided in the industry. 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 Seller demobilizing from the work site.

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, for a period of one (1) year from the date of original shipment by Seller when subject to normal, proper and intended usage by properly trained personnel.

Seller agrees 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 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. Any consumables, including but not limited to, bulbs and batteries, 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.

DISCLAIMER. 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 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.



**STATEMENT OF LIMITED WARRANTY HUBBELL GAS
UTILITY SOLUTIONS, INC. PRODUCTS**

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EXCLUSIVE REMEDY: Any claim by Buyer that a product is defective or non-conforming shall be deemed waived by Buyer unless submitted to Seller 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 the applicable warranty period by Buyer or third party. Upon prompt written notice by the Buyer that a product is defective or non-conforming, Seller liability shall be limited to repairing or replacing the product, at Seller's option.

MODIFICATION OF WARRANTY. Seller reserves the right to modify or discontinue this Limited Warranty without notice, provided that any such modification or discontinuance will only be effective with respect to any Products purchased after such modification or discontinuance.

GOVERNING LAW. This Limited Warranty shall be construed and enforced in accordance with the laws of the State of New York and the applicable laws of the United States.