

HUBBELL LENOIR CITY, INC. ARMORCAST PRODUCTS COMPANY INC. TERMS & CONDITIONS OF SALES

Hubbell Lenoir City, Inc. and its affiliate to specifically include Armorcast Products Company Inc. (hereinafter called Seller) hereby gives notice of its exception to any different or additional terms and conditions other than as stated herein. All sales are expressly made conditional on Buyer's assent to the following terms and conditions. Buyer's acceptance of the provisions of Seller's terms and conditions as recited herein shall be conclusively presumed upon Buyer's receipt of the goods, or if no written objection is received by Seller within fifteen (15) days from the date on Seller's order acknowledgment, whichever event shall first occur. These terms and conditions constitute the entire agreement between Seller and Buyer, and supersede other communications between the two parties, whether written or oral.

PRICING

Orders will be billed at prices in effect at the time of shipment unless otherwise agreed. Unless otherwise stated in writing, Seller reserves the right to ship plus or minus 10% of specified quantity for special products made to order.

TERMS

Unless otherwise noted on the invoice, payment terms are net 30 days from the invoice date. Invoices will be dated the day of shipment. A service charge of 1.5% 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, Seller's quotations are subject to acceptance by the Buyer within thirty (30) days from the date of issue.

SALES AND SIMILAR TAXES

Seller's 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 goods hereunder, shall be paid by the Buyer unless prior to shipment Buyer provides Seller with a tax exemption certificate acceptable to the taxing authorities.

ACCEPTANCE OF ORDERS

All orders are subject to acceptance by Seller at its principal office located at 3621 Industrial Park Drive, Lenoir City, TN, 37771 USA, for Hubbell Lenoir City, Inc and 9140

Lurline Avenue, Chatsworth, CA, 91311 USA for Armorcast Products Company Inc and Buyer's assent to these Terms and Conditions of Sale. Any other terms proposed by Buyer are rejected unless expressly accepted in writing. Acceptance of any order is subject to the product's availability and the Seller's ability to deliver.

SALES BY AGENTS

Sales by agents or through overseas representatives shall be at prices, terms and conditions of sale specified by Seller. All invoices will be issued by, and payment remitted to Seller.

DELAY

Seller will use reasonable efforts to meet shipment or delivery dates specified by Seller, but such dates are estimates only. Seller shall in no event be liable for any delay or non-delivery if such delay or non-delivery is 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 Seller's control. In no case will Seller be liable for loss of profits or any special or consequential damages on account of any delay in delivery or non-delivery whether or not excused hereunder.

SHIPPING DEFERMENT

Buyer requests for shipping deferment must be approved by Seller and are subject to price negotiation.

LIMITED WARRANTY

Material: Seller warrants all products sold by it to be merchantable (as such term is defined in the Uniform Commercial Code) and to be free from defects in material and workmanship for a period of one (1) year (or as otherwise specified) from the date of original shipment by Seller when stored, installed, operated or maintained in accordance with recommendations of Seller and standard industry practice and when used under proper and normal use. Buyer must notify Seller promptly of any claim under this warranty. NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION OF THE LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH SELLER'S PRODUCTS OR ANY SALE OR USE THEREOF. SELLER SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OF PROFITS OR CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY BUYER. Seller's warranty shall run only to the first Buyer of a product from Seller, from Seller's Buyer, or from an original goods manufacturer reselling Seller's 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. This warranty applies only to the use of the product as intended by Seller and does not cover any modification, misapplication, alteration, repair or misuse of said product 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 products. Products may contain certain cosmetic imperfections that do not impact the Product's performance; these cosmetic imperfections are not considered defects in material or workmanship and shall not be covered by any Seller warranty.

Application: Seller 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 with the Buyer. In the event of errors or inaccuracies determined to be caused by Seller, 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 Seller 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 IS NO WARRANTY OF FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT AND UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY OR ALLEGED NEGLIGENCE, SHALL Seller BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY INDIRECT , SPECIAL OR CONSEQUENTIAL, OR INCIDENTAL LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION DAMAGE TO OR LOSS OF PROFITS OR REVENUE, LOST SALES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, OR DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION, LOSS OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTIES OF THE BUYER FOR SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF, SELLER'S PRODUCTS. Any warranty claim by Buyer 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 breach. Any warranty claim shall be brought within one year of discovery of alleged defect or non-conformity. Upon prompt written notice by the Buyer that a product is defective or non-conformity, Seller's liability shall be limited to repairing or replacing the product, at Seller's option.

TITLE TO SOFTWARE AND LEASED EQUIPMENT: Seller grants only a license, and does not pass title, for any software or any other Confidential Information provided by Seller under this Agreement. Title to any leased equipment remains with Seller.

DELIVERY AND RISK OF LOSS

SHIPMENTS WITHIN CONTINENTAL UNITED STATES: All shipments within the continental United States, excluding Alaska and Hawaii are F.O.B. Origin as defined by the Uniform Commercial Code, with risk of loss and title to products passing to Buyer upon delivery to the designated carrier.

SHIPMENTS TO ALASKA AND HAWAII: Freight terms for shipments to Alaska and Hawaii are F.C.A., Hubbell Facility (Incoterms® 2010), with risk of loss and title to products passing to Buyer upon delivery to the designated carrier. Freight will be paid by Seller in cases where freight allowance has been met, to the Pacific Coast docks; collect beyond.

SHIPMENTS OUTSIDE THE UNITED STATES (EXCLUDING CANADA): All shipments destined for locations outside of the United States are F.C.A., Hubbell Facility (Incoterms® 2010) with risk of loss and title to products passing to Buyer upon delivery to the designated pre-carrier in the United States. Freight to the carrier will be paid by Seller in cases where freight allowance has been met as indicated below. When eligible, Seller will also assume the taxes, duties & clearing of the goods through customs.

SHIPMENTS TO CANADA: All shipments destined to locations in Canada shall be F.C.A., Hubbell Facility (Incoterms® 2010) with risk of loss and title to products passing to Buyer upon delivery to the designated carrier in the United States. Freight will be paid by Seller in cases where freight allowance has been met. When eligible, Seller will also assume the taxes, duties & clearing of the goods through customs.

GENERAL SHIPPING NOTES: Seller 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 by Seller does not constitute a guarantee of ship date, transit time or arrival date. Seller will not be responsible for any cartage or storage charges at destination.

Seller's responsibility for exception-free delivery ceases when the carrier receives the products for shipment in good condition. Claims for loss or damage occurring during

shipment must be reported directly to the carrier by the Buyer. Seller's willingness to assist in claims against a carrier does not indicate liability for such claim or replacement product.

FREIGHT ALLOWANCE and SHIPPING CHARGES

For shipments to destinations within the Continental United States and Canada, freight will be prepaid and allowed on all shipments of all other products with a net order value of \$17,500 and above. FFA for some product lines vary, please contact your Customer Service Representative for details.

For shipments to destinations outside of the Continental United States and Canada, freight will be paid by Seller to the specified first domestic destination; collect beyond.

For orders not meeting the minimum net order value referenced in this section above, a shipping & handling charge of 15% will be added to the order. This excludes Special Shipping Requirements.

All customer expedited orders will be billed freight charges plus an administrative fee of USD\$100.

As used herein "Special Shipping Requirements" shall mean shipping methods that include but are not limited to the use of expedited freight; flatbed trailers; side load trailers; or other "non-standard" transportation requirements.

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 Seller 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

The following minimum order amounts shall apply to all orders:

Standard Orders -- USD\$1,750 net per order. USD\$75 surcharge for below minimum orders.

Hardware Orders -- USD\$250 net per order. USD\$25 surcharge for below minimum orders.

DELIVERY SCHEDULE

Shipping dates provided by Seller are estimates only. Based on these estimated shipping dates, Seller makes every reasonable effort to meet Buyer's shipping requirements provided Seller promptly receives all necessary information from Buyer and approved

drawings if required by Seller. Seller will not assume liability because of delayed shipment for any reason. Seller's responsibility ceases upon acceptance of shipment by carrier.

CANCELLATIONS

Orders may not be canceled unless Seller gives its prior written consent, which consent shall be at Seller's sole discretion.

If the above conditions are met, cancellation of an order for current stock product requires a minimum of five (5) days' notice prior to actual ship date and is subject to a minimum cancellation fee of 25%. Stock item orders shipped after cancellation notice is received, but before expiration of the five-day requirement, will be subject to all standard Returned Goods conditions, noted below.

Cancellation on non-stock items may be made only if no work has been performed or material purchased. If cancellation is requested after work is in progress, cancellation will be allowed only upon agreement as to applicable cancellation charges.

RETURNED GOODS

GENERAL CONDITIONS applying to all transactions in which Buyer seeks to return goods to Seller:

1. Merchandise is not returnable without the written consent of Seller.
2. Request for permission to return merchandise must be made in writing within one year from date of shipment, and Buyer must provide original Seller invoice number with request.
3. Material to be returned must be considered standard material by Seller.
4. Seller reserves the right to refuse returns of any special or made-to-order material, regardless of condition.
5. All returned goods 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 30% 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. Material must be received by Seller within sixty (60) days of issuance of RGA.
9. Net value of the return must not be less than \$250.
10. Seller reserves the right to deduct for any damage sustained in transit.
11. Unauthorized returns will be refused. Goods returned without proper authorization from Seller will, at the sole option of Seller, be returned to the Buyer freight collect or scrapped immediately with no issuance of credit. Unauthorized material included in a return will not be credited.

BROKEN PACKAGE POLICY

Shipments will be made in standard package quantities or multiples thereof. Seller Customer Service will notify the Buyer of any orders that do not comply. The Buyer must authorize an adjustment to comply with standard package quantities before the order will be entered.

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 items 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 Seller.

ORDERS

All orders are taken, and prices quoted, only with the understanding that each order shall be subject to the acceptance of Seller at its principal office 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 merchandise or the sale or manufacture thereof.

PRODUCT SPECIFICATION

Seller reserves the right to discontinue items, 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 Seller 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. Seller, after review, will have sole discretion to resolve the discrepancy; and the Buyer expressly agrees to abide by Seller's decision. Seller will promptly advise Buyer of its decision regarding any disputed items or charges.

OSHA

Seller warrants that at time of shipment, the goods 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 Seller enters its acknowledgment of Buyer's order. The Buyer's exclusive remedy and Seller's liability for breach of this warranty is limited to replacement of the nonconforming goods.

EXPORT REGULATIONS

Buyer acknowledges that the products, and all related technical data, that have been or will be purchased from Seller are subject to the Export Administration Regulations (EAR) and the U.S. Department of Commerce. Buyer further agrees that, except as permitted by applicable U.S. laws and regulations, the export, re-export, resale, or transfer of Seller's products will NOT involve (i) persons or entities included on Restricted Parties Lists published by the U.S. Government or any entities 50% or more owned by any such designated persons or entities; (ii) any country or region subject to comprehensive or significant U.S. trade sanctions; or (iii) any other person or entity if Buyer knows or has reason to believe the Products are intended or likely to be used for any restricted purpose (i.e. chemical, biological, or nuclear weapons, terrorism, sanctioned military uses). Buyer also agrees that Seller's products will be used in compliance with all applicable laws and regulations of the country(s) in which Buyer does business.

FAIR LABOR STANDARDS ACT AS AMENDED

Seller 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.

CONFIDENTIAL INFORMATION

Seller may provide Buyer with Confidential Information in connection with this Contract. Confidential Information includes all non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, rebates, or elements of coding or computer programs (including related documentation and media), including as applicable, the object code and/or source code, whether or not the software is operating system software, application software, tools, firmware or otherwise installed on or supplied with the Equipment or product and necessary for its operation. Such Confidential Information disclosed by Seller to Buyer, that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used in connection with this Agreement shall be solely used for performing this Agreement and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

GOVERNING LAW

All orders shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction.

NOTE - These Terms and Conditions of Sales supersede all those published and issued previously by Hubbell Lenoir City, Inc., Armorcast Products Company Inc., Quazite, CDR Systems, CDR, PenCell, Pen-Cell Plastics, Inc., Polycast, Electrimold, Custom Composites, Western Power Products, Comcore, Hot Box, Windbreaker, and Jandec.

Effective February 1, 2023