



02/15/25

LIMITED WARRANTY. Hubbell Lenoir City, Inc. (hereafter "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.

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' 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



**STATEMENT OF LIMITED WARRANTY HUBBELL
LENOIR CITY, INC. PRODUCTS**

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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.