

Hubbell Utility Solutions Terms and Conditions of Sale

Effective February 15, 2025

These Terms and Conditions of Sale shall govern all quotations, orders and contracts for the sale of products, software, and services of Hubbell Utility Solutions to Buyer, unless otherwise specifically agreed to in writing by HUS. "HUS" or "Seller" means the Hubbell Utility Solutions entity named in the order or contract that is providing the products, and/or software, and/or services. "Buyer" means the company that accepted HUS' offer or is named in the order.

PAYMENT TERMS:

Buyer agrees to pay the prices quoted by HUS and is responsible for applicable shipping and handling charges, taxes and duties as provided below. Unless otherwise noted on the invoice, payment terms are net 30 days from the invoice date. Invoices will be dated the day of shipment. Unless otherwise mutually agreed by the parties, all payments shall be made in United States dollars.

If Buyer does not pay any invoice, in whole or in part, when due, HUS shall assess 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. If any amount due HUS is collected by or through an attorney, HUS shall be entitled to recover all costs of collection, including attorney's fees equal to 15% of the total principal and interest owed.

For Systems Control, a division of Northern Star Industries, Inc. ("Systems Control") and Keystone Electrical Manufacturing, Inc. ("Keystone") products, invoices may not be dated the day of shipment.

PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. Unless prices are quoted as "valid for" a certain period or "valid through" a certain date, HUS quotations remain valid for thirty (30) days from the date of issue. Notwithstanding whether prices are quoted as "valid for" a certain period or "valid through" a certain date on any HUS quotation, all prices are subject to an increase on new, or issued orders, resulting from (1) any foreign exchange rate fluctuations; or new or increased government imposed tariffs, duties or other charges of any kind; and (2) as determined by HUS in its sole discretion due to increases in labor, materials, freight, container, fuel, handling, logistics or other manufacturing costs since the date of quotation, whether in the form of a price increase or a surcharge. Unless otherwise agreed to in writing, all prices are those in effect at the time of shipment. HUS reserves the right to require minimum order amounts. Buyer will be billed for any tooling at Hubbell's current pricing.

FREIGHT ALLOWANCE:

Freight is prepaid and allowed or as otherwise agreed to in writing by HUS. For all orders that qualify for freight allowance, HUS reserves the right to select the carrier and method of shipment and to route shipments at HUS' discretion. See www.hubbell.com/terms/hus under Terms and Conditions of Sale — Freight Allowance for specific freight requirements, which are incorporated herein by reference. Freight charges are calculated at the time of shipment and are subject to change. Buyer requests to delay or defer shipping all or any portion of an order beyond its scheduled shipment date must be approved by HUS and are subject to revised pricing and storage costs.

TAXES:

Prices exclude all taxes. Buyer has responsibility for paying and reporting all applicable taxes levied or based on account of the purchase price or the acquisition, ownership, license or use of the products unless prior to shipment Buyer provides HUS with a current tax exemption certificate acceptable to the relevant taxing authorities. If any tax exemption certificate provided by Buyer to Seller is not recognized by the taxing authority involved, Buyer will promptly reimburse Seller for any taxes, interest, fines, and penalties

that Seller is required to pay.

For Systems Control products only, orders may include use tax which will be indicated on Seller's quote.

DELIVERY, TITLE AND RISK OF LOSS:

Subject to any available Freight Allowances, Delivery of the product to Buyer shall mean delivery of products to Buyer FCA HUS' Facility (Incoterms® 2020). Title and Risk of Loss to any products passes to Buyer upon Delivery. Partial quantity deliveries are permitted. HUS may deliver products in advance of the delivery schedule.

For Systems Control only: Subject to any available Freight Allowances, Delivery of the product to Buyer is defined as follows: (i) Delivery outside of the continental United States (including Alaska, Hawaii) and other North American countries) shall mean delivery of products to Buyer FCA Seller's Facility; (ii) Delivery within the continental United States, shall mean delivery of products to Buyer FCA Buyer's Facility, Freight Prepaid & Add Incoterms® (2020). Title and Risk of Loss to any products passes to Buyer upon Delivery.

HUS will use reasonable efforts to meet shipment or delivery dates specified by HUS, but such dates are estimates only and not a firm commitment. If shipping is delayed or interrupted for any cause for which Buyer is directly or indirectly responsible and additional costs (including storage costs) are incurred by HUS due to such delays, Buyer shall reimburse HUS for such added costs.

DROP SHIPMENT POLICY:

Except for shipments to Alaska or Hawaii, a shipment charge of 10% of the net order amount will be added to all orders requesting delivery to a location other than a recognized Buyer stocking warehouse, with the exception of full truckload and/or project material. This is in addition to any other charges to the net order.

The foregoing limitation does not apply to PCORE, Utility Automation, including the RFL brand, Systems Control, or Keystone products, or storm orders.

PACKAGING:

Shipments will be made in standard package quantities or multiples thereof. HUS will notify the Buyer of any orders that do not comply with this policy, and Buyer shall authorize an adjustment to comply with standard package quantities before the order will be entered. 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 of its buyers, at its discretion and without liability for failure of performance that may result therefrom.

For Meramec products, Seller will do its best to package shipments in the most effective manner and will inform customer at time of shipment of any non-typical packaging.

SERVICE AREA LIMITATION:

HUS reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable HUS distributor.

RETURNED PRODUCT:

No products may be returned without prior written authorization from HUS. Any authorized return shall be subject to the following conditions: (i) requests to return products must be made within one (1) year from date of shipment by HUS, and Buyer must provide original HUS invoice number; (ii) product to be returned must be considered standard/stock product by HUS; (iii) all returned products must be in excellent, re-saleable condition and packaged in the original carton; (iv) a minimum of 25% restocking charge will be deducted from all credits issued on authorized returns; (v) the Return Material Authorization (RMA) Packing

List supplied by HUS must accompany the return shipment and the returned product must be received by HUS within sixty (60) days of issuance of the RMA; (vi) return freight must be prepaid; and (vii) net value of the return must not be less than USD\$750 for products and USD\$250 for tools and/or parts. HUS reserves the right to deduct for any damage sustained in transit. Unauthorized returns will be refused. Products returned without proper authorization from HUS will, at the sole option of HUS, be returned to the Buyer freight collect, or scrapped immediately with no issuance of credit. Unauthorized product included in a return will not be credited.

For Aclara Meters, in addition to the above, products must be unused in order to be returnable.

For PCORE, Systems Control, and Keystone products, all products are non-returnable.

For Connectors products, in addition to the above, products must be in full case quantities.

For Beckwith products, in addition to the above, products must not have been energized and the casing must not have been opened exposing components.

For Meramec products, no products sold under this order may be returned without Seller's prior written Return Material Authorization (RMA). Products purchased pursuant to the Seller's quotation or acknowledgment may be returned for repair or replacement only and upon receipt of authorization from Seller, which shall provide return material authorization (RMA) numbers to assure correct identification of, and appropriate credit (if any) to, the Buyer. All products must be returned freight prepaid. Seller may refuse to accept a return of products if the return is not based on a claim as provided in the Limited Warranty section of this document. Seller may also refuse to accept any products returned without authorization and any freight or associated costs will be the responsibility of the Buyer. Specialty and non-stocked items cannot be returned.

NON-RETURNABLE PRODUCTS:

The following products are not returnable: all non-stock, special, customized or modified products; all stock products containing time-sensitive components that have reached the end of their warranty or shelf life; all clearance and limited-availability products, all stock products that are above acceptable inventory levels as determined by HUS. Any product which HUS sells, but does not inventory, is considered a non-stock product.

For Meramec products, products may be returned for the purpose of diagnosis and rework only and subject to the Returned Product section above.

CANCELLATIONS:

Orders may not be cancelled unless HUS gives its prior written consent. Cancellation of an order for current stock product requires a minimum of thirty (30) 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 30-day requirement, will be subject to all standard RETURNED PRODUCT conditions noted above. Blanket orders are non-cancelable. Cancellation of non-stock products may be made only upon agreement from HUS and subject to applicable cancellation charges.

For Systems Control and Keystone products only, no order which has been accepted by the Supplier may be cancelled by the Buyer except with the agreement in writing of the Supplier on the terms that the Buyer shall indemnify the Supplier in full against all loss (including loss of profit) costs (including the cost of all labor and materials used), and documented damages, charges and expenses incurred by the Supplier as a result of cancellation.

MINIMUM ORDERS; ORDER ADD-ON POLICY:

All Buyer orders are subject to the following minimum amounts: (i) all orders (other than tools and parts orders) USD\$750 net per order, with USD\$75 surcharge for below minimum orders, and (ii) for tools and parts orders, USD\$250 net per order, which USD\$25 surcharge for below minimum orders. Orders are subject to standard package sizes as determined by Seller. .

HUS "Add-On" policy allows you to add items to an existing unshipped order for up to fifteen (15) days from the entry date of the original order. The minimum value for added products is USD\$250 and for tools or parts is USD\$100.

If an order has multiple releases specified by the Buyer, each release may be treated as an individual order, relative to freight allowance and minimum billing.

For PCORE products, there are no minimum amounts for orders, and the "Add-On" policy does not apply for rushed or expedited orders.

For Systems Control and Keystone products, there are no minimum amounts for orders.

For Meramec products, there are no minimum amounts for orders, and the "Add-On" policy does not apply.

CHANGES:

Buyer may request, in writing, changes to an order. Such changes shall be accepted only upon HUS' consent of such request. If any such change causes an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made to the price and/or delivery schedule.

ACCEPTANCE TESTING/SITE ACCEPTANCE FOR KEYSTONE AND SYSTEMS CONTROL PRODUCTS ONLY

Supplier will furnish Equipment and perform the services in strict accordance with the Contract Documents. Acceptance testing and criteria for the Equipment or services, if applicable, will be set forth in either: (a) the relevant Contract Documents; or (b) other written document mutually executed by both Parties. Full factory acceptance testing may occur at Supplier's Facility, either in person, virtual or both. Upon delivery to Buyer's site, Buyer may reject any Deliverables not in conformity with specifications included in the Contract Documents or as otherwise agreed in writing by both Parties, provided such rejection is communicated to Supplier in writing within sixty (60) days following Supplier's furnishing of all Deliverables ("Rejection Period"). After expiration of the Rejection Period, Equipment and services shall be deemed accepted and thereafter subject to the warranties outlined in the below Warranty provisions.

LIMITED WARRANTY:

Statements of the limited warranties provided by HUS for HUS products, services and (Legal) software offerings are available at: www.hubbell.com/terms/hus, which are incorporated herein by reference. SUCH PRODUCT WARRANTIES ARE 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.

Any claim by Buyer that a product is defective or non-conforming shall be deemed waived by Buyer unless submitted to HUS 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.

ENGINEERING ANALYSIS OR STUDY BY HUS:

HUS does not warrant the accuracy of or results from product or system performance recommendations

resulting from any engineering analysis or study. This applies regardless of whether or not a charge is made for the recommendation. Responsibility for selection of the proper product for any application rests solely with the Buyer. In the event of errors or inaccuracies determined to be caused by HUS, its liability will be limited to the re- performance of any such analysis or study.

LIMITATION OF LIABILITY:

The total liability of HUS on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, HUS' sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

HUS shall be excused for performance of any part of these Terms and Conditions of Sale and shall not be liable for any damages for any delay or default in delivering products or the failure to perform these Terms and Conditions of Sale where occasioned by any cause beyond the control of HUS, including without limitation, natural disasters; explosions, fires, floods or extreme weather; embargoes; riots; war; acts of terrorism; invasion; famine; civil commotion; outbreaks of disease, epidemics, pandemics or quarantines; strikes; labor stoppages or slowdowns or other industrial disturbances; shortages of labor, raw materials, fuel, adequate power or transportation facilities; accidents; acts of government; or other similar causes. Without limiting the generality of the foregoing, where, subsequent to the date of any order, HUS' performance is made economically impracticable without HUS' fault by the occurrence of an event the non-occurrence of which was a basic assumption on which the sale of products or services was made or prices established, HUS' duty to render that performance is excused and HUS shall not be liable for any damages arising out of such failure to perform, unless mutually agreeable and legally permissible alternative pricing or other terms are agreed in writing.

IN NO EVENT SHALL HUS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY.

INTELLECTUAL PROPERTY:

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trademarks, trade names, and logos, together with all of the goodwill associated therewith, and all other rights in and to all products that are delivered to Buyer, including any related software that may be already installed in or included with the products (the "Software"), shall be exclusively owned by HUS. Buyer does not acquire any right, title or interest therein except the limited and temporary right to use them as necessary solely in connection with Buyer's use of the applicable products.

Buyer agrees not to infringe or misappropriate, directly or indirectly, any intellectual property rights of HUS through any combination or system incorporating a product sold hereunder. In the event a product is made or modified in accordance with Buyer's drawings, samples, manufacturing specifications, or the like, Buyer agrees to indemnify, defend, and hold HUS harmless from any and all damages, costs and expenses (including attorney's fees) related to any claim of intellectual property infringement or misappropriation arising from such manufacture or modification. Buyer agrees, at HUS' sole discretion, to undertake the defense of such suit at its own expense.

INDEMNIFICATION:

Buyer shall indemnify, defend and hold harmless Seller from and against any and all damages, costs, fines, penalties, and expenses (including attorney's fees) related to, arising from or in connection with: (i) the negligence or willful misconduct of Buyer; (ii) use of a Seller product in combination with equipment or software not supplied by Seller; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Seller product in an application or environment for which it was not designed; (v) modifications of a Seller product by anyone other than Seller; or (vi) Buyer's non-compliance with applicable laws, statutes, regulations, rules, ordinances, codes or standards.

SOFTWARE:

With respect to any Software, HUS and Buyer intend and agree that such Software is being licensed and not sold. The license terms accompanying the applicable Software at the time it is downloaded or installed shall govern Buyer's rights to use such Software; provided that if no license terms accompany such Software, Buyer's rights to use such Software shall be governed by the following license. HUS hereby grants to Buyer 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 Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the products ceases, unless earlier terminated as provided herein. Buyer agrees to not sell, transfer, license, loan or otherwise make available in any form the Software to any third party. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the Software without HUS' prior written consent. Buyer will not export the Software in violation of export control laws. HUS may terminate this license if Buyer fails to comply with any term or condition herein. For avoidance of doubt, title to all Software remains with HUS.

For certain HUS Software, including Aclara Technologies LLC branded Software products, the licensing of Software and the providing of any maintenance services shall be performed under separate contract agreements and subject to the terms and conditions of such agreements.

CONFIDENTIAL INFORMATION:

Buyer may become aware of trade secrets, know-how and other information of HUS in connection with HUS performance hereunder, including with respect to the delivery by HUS of the products, services or service offerings, which would reasonably be understood to be confidential under the circumstances ("Confidential Information"), 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 source code of Software). Buyer (i) must use the same care and discretion as it employs with its own confidential and proprietary information (but in no event less than reasonable care and discretion) to maintain in confidence, and prevent disclosures of, the Confidential Information, (ii) must not disclose the Confidential Information to any third party without HUS prior written approval, and (iii) must not use the Confidential Information except in connection with its use of the applicable products, services or service offerings. Upon HUS' request, Buyer shall promptly return all documents and other materials received from HUS. HUS 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. Buyer's confidentiality obligations hereunder shall continue with respect to Confidential Information that constitutes a trade secret under applicable law for so long as such Confidential Information remains protectable as a trade secret under applicable law.

EXPORT REGULATIONS:

Buyer acknowledges that the products, and all related technical data, that have been or will be purchased from HUS 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 HUS 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 HUS products will be used in compliance with all applicable laws and regulations of the country(s) in which Buyer does business.

CHOICE OF LAW; CONSENT TO JURISDICTION:

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the State of New York, USA, without regard to such state's laws related to choice of law. Any State or Federal Court in the defending party's principal place of business shall have jurisdiction for the purpose of any suit or other proceeding arising out of the transactions under these Terms and Conditions of Sale.

NUCLEAR:

Unless expressly authorized in writing by HUS, the products must not be used in or in connection with a nuclear facility or application. If Buyer uses any product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold HUS harmless, and waives and will require its insurers to waive all rights of recovery against HUS for any damage, loss, destruction, injury or death resulting from a "nuclear incident", as defined in the Atomic Energy Act of 1954, as amended, whether or not due to HUS' negligence.

The above does not apply to Beckwith, Meramec, or PCORE products.

US GOVERNMENT CONTRACTS:

(a) This Section applies only if these Terms and Conditions of Sale are for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or part by any agency of the U.S. government.

(b) Buyer agrees that all products and services provided by HUS meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Buyer agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under HUS' software license. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of the products is unknown unless specifically stated by HUS in the Agreement. Buyer agrees any services offered by HUS are exempt from the Service Agreement Act of 1965 (FAR 52.222-41). The version of any applicable FAR close listed in this Section shall be the one in effect on the effective date of this Agreement.

(c) If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions of Sale. Buyer further agrees that the subparagraphs of FAR 52.212-5 apply only to the extent applicable for the sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for the sale of COTS and/or commercial items and as appropriate for the order price.

DATA PROTECTION:

(a) The parties agree that the protection of personal data is very important. If Buyer discloses personal data to HUS, HUS shall comply with the data protection laws and regulations applicable to such personal

data. Buyer shall comply with all applicable data protection laws and regulations in respect of any personal data it receives from HUS in the course of receiving the products or services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the products and services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with any order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the order, the parties, shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

GENERAL:

Buyer may not assign the right to receive services hereunder, whether by operation of law or otherwise, without the prior written consent of an authorized representative of HUS, not to be unreasonably withheld. Buyer acknowledges that HUS may use subcontractors to perform the services.

Unless otherwise specifically agreed in writing by an authorized representative of HUS, any different or additional terms and conditions proposed by any Buyer in any order, response to a quotation or other proposal, are hereby rejected by HUS and shall not be incorporated into any order or other agreement for the sale of HUS products, services or service offerings. Buyer's assent to these Terms and Conditions of Sale shall be conclusively presumed upon the earlier of: (i) Buyer's receipt of the product(s) or (ii) if an authorized representative of HUS has acknowledged Buyer's order or proposal, and such acknowledgement is found to constitute an acceptance of an offer, the date of such acknowledgement.

All notices, authorizations, consents, demands and other legal communications required or necessary hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by e-mail or facsimile transmission (upon acknowledgement of receipt of electronic transmission); or (d) by certified or registered mail, return receipt requested (upon verification of receipt). In each case, such notices shall be addressed to Seller at Hubbell, Incorporated, Attn: Legal Department, 40 Waterview Dr, Shelton, CT 06484 with an email copy to DL-HUS-Legal@hubbell.com and to Buyer at Buyer's address set forth in its most recent order received by Seller (or, in each case, such other address as updated by such party from time-to-time by giving notice to the other party in the manner set forth above).

In the event that any one or more provisions contained in these Terms and Conditions of Sale 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.

These Terms and Conditions of Sale, together with the warranty statements by HUS under LIMITED WARRANTY above and, if applicable, any other terms incorporated herein by reference, constitute the entire sales agreement between HUS and Buyer, unless they are made part of a written agreement between HUS and Buyer. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. HUS objects to and rejects any terms between Buyer and any other party, and no such terms, including but not limited to any government regulations or "flowdown" terms, shall be a part of or incorporated into any order from Buyer to HUS, unless agreed to in writing by an authorized representative of HUS. These Terms and Conditions of Sale supersede all those published or issued previously by HUS. All orders are subject to final acceptance by

HUS and credit approval. HUS will not accept orders that require Buyer-furnished components, unless agreed to in writing by an authorized representative of HUS. HUS price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. HUS shall not be bound to sell any products or provide any services unless it shall (in its sole discretion) accept submitted orders.

Buyer shall not assign this order or any interest herein or any right hereunder without Seller's prior express written consent.

HUS reserves the right to change these Terms and Conditions of Sale at any time without notice.

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