



TERMS AND CONDITIONS OF SALES

Hubbell Lighting, Inc., Outdoor and Industrial Lighting Division (including Devine, Spaulding, & Sterner), (hereinafter "HLOI") HLOI 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 HLOI's terms and conditions as recited herein shall be conclusively presumed on Buyer's receipt of the goods, or if no written objection is received by HLOI within fifteen (15) days from the date on HLOI's order acknowledgement, whichever event shall first occur. These terms and conditions constitute the entire agreement between HLOI and the Buyer, and supercede other communications between the two parties, whether written or oral.

PRICING

Refer to appropriate price schedule, unless otherwise quoted.

TERMS

HLOI's terms are 1% 10th proximo, net 25th, unless otherwise quoted or indicated on the face of HLOI's invoice. Invoices dated the 26th through 31st will be considered as dated on the first day of the following month. Invoices will be dated the day of shipment. No discount on export or any special packaging charge. No discount on freight. **A service charge of 1 1/2% per month or, if such rate exceeds the maximum lawful rate, the maximum lawful rate shall be assessed on all past due payments and shall be payable on demand**

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 days from date of quotation from HLOI. Hold for release orders for a specific job will be provided price protection for **150 days from the date the order is received, with 1% escalation each month thereafter**, unless otherwise quoted.

SALES AND SIMILAR TAXES

HLOI's prices do not include Federal, State or Municipal 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 equipment hereunder, shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide HLOI with a tax exemption certificate acceptable to the taxing authorities.

ACCEPTANCE OF ORDERS

All orders are subject to acceptance by HLOI at Hubbell Lighting's main office at 701 Millennium Blvd. Greenville, SC 29607 and to "HLOI Terms and Conditions of Sales." Any other terms proposed by Buyer are not allowed unless expressly accepted in writing. Acceptance of any order is subject to availability of product and the ability of HLOI to deliver. Orders will be billed at prices in effect at time of shipment unless otherwise agreed. All orders are taken and prices quoted only with the understanding that each order shall be subject to the acceptance of Hubbell Lighting at its principal office in South Carolina upon such terms as we may specify when the order is received. Buyers placing orders who are not appointed to purchase and sell HLOI products will be referred to the closest appointed stocking distributor in their area.

Prices subject to increase 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.

SALES BY AGENTS

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

DELAY

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

SHIPPING DEFERMENT

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

LIMITED WARRANTY AND LIMITATION OF LIABILITY

MATERIAL: HLOI 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 year from date of shipment. Buyer must notify HLOI promptly of any claim under this warranty. The Buyer's exclusive remedy for breach of the warranty shall be the repair or replacement, F.O.B. factory, at HLOI's option, of any product defective under the warranty, which is returned to HLOI within one year from the date of shipment, except as noted below. **NO OTHER WARRANTY, WHETHER EXPRESS OR ARISING BY OPERATION, COURSE OF DEALING, USAGE OR TRADE OR OTHERWISE IMPLIED, SHALL EXIST IN CONNECTION WITH HLOI'S PRODUCTS OR ANY SALE OR USE THEREOF.** HLOI HLOI's warranty shall run only to the first Buyer of a product from HLOI, from HLOI's Buyer, or from an original equipment manufacturer reselling HLOI'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 HLOI and does not cover any misapplication or misuse of said product.

APPLICATION: HLOI 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 or application rests solely with the Buyer. In the event of errors or inaccuracies are determined to be caused by HLOI, its liability will be limited to the reperformance of any such analysis or study.

PURCHASER INSPECTIONS: Tests, inspections and acceptance of all material must be made at the factory. Buyer's inspectors are welcome at the factories during normal business hours and subject to reasonable prior notice, and shall be 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 HLOI no later than two weeks prior to scheduled shipment date.

LIMITATION OF LIABILITY: IN NO EVENT, WHETHER AS A RESULT OF A BREACH OF CONTRACT, TORT, STRICT LIABILITY, WARRANTY OR ALLEGED NEGLIGENCE, SHALL HLOI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, LOSS OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF THIRD PARTIES OF THE BUYER FOR SUCH DAMAGES. IN NO EVENT SHALL HLOI'S TOTAL LIABILITY FOR ANY REASON ARISING HEREUNDER EXCEED THE PURCHASE PRICE PAID TO HLOI FOR THE PRODUCT PURCHASED BY BUYER HEREUNDER.

Any claim by Buyer for breach of the foregoing warranty shall be deemed waived by Buyer unless submitted to HLOI in writing within thirty (30) days from the date Buyer discovered, or by reasonable inspection should have discovered the alleged breach. Any cause of action for breach of the foregoing warranty shall be brought within one year after the cause of action has accrued.

Any charges for labor, materials, etc. that do not have our written approval before such work is implemented will not be allowed. Contact Hubbell Lighting Technical Services.

