



TERMS AND CONDITIONS OF SALES

Hubbell Lighting, Inc., Outdoor and Industrial Lighting Division (including Devine, Spaulding, Sportsliter Solutions, & 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 supersede 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: When properly installed pursuant to the written specifications, labels and other written instructions of HLOI, and compliant with local and/or national codes, under normal conditions of use, 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 (unless otherwise specified in writing by HLOI) 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 or otherwise specified in writing by HLOI.

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'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.

EXCLUSIONS: This warranty does not apply to and HLOI shall have no liability for any failure of the products or damage due to: (i) inadequate or improper installation, overloading, misuse, abuse, accident or neglect; (ii) alterations, modifications, misapplication or repairs made to the products by Buyer or others; (iii) fatigue failure or similar phenomena resulting from induced vibrations, harmonic oscillation or resonance associated with movement of air currents around the product; (iv) structural defects in or damage to any property. If the products are used on existing foundations or anchorages, the Buyer assumes all responsibility for the structural integrity of existing foundations, anchorage or structures and all consequences arising from their use. Further, this warranty does not include reimbursement for the expenses of labor, transportation, removal or reinstallation of the products.

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 DELAY OR FAILURE TO PERFORM THIS WARRANTY OBLIGATION, OR CLAIMS OF THIRD PARTIES AGAINST BUYER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF HLOI'S PRODUCTS. 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.

FREIGHT ALLOWANCE AND F.O.B. POINT

All shipments are F.O.B. origin. Risk of loss and title of goods shall pass to Buyer upon delivery to the designated carrier. Freight is prepaid and allowed on all shipments of products with a net order value of \$1,000 and above to destinations within the Contiguous United States A 10% shipping and handling charge will be added to all standard shipments under \$1,000 net value. Consult factories for applicable terms and conditions outside the contiguous United States. HLOI reserves the right to route qualified freight allowed shipments via least expensive surface route within the Contiguous United States. Buyer will assume all charges for transportation specified via more expensive means. Acceptance of a specified routing does not constitute a guarantee of ship date, transit time or arrival date. HLOI will not be responsible for any cartage or storage charges at destination. HLOI's responsibility for exception-free delivery ceases when the transportation company receives shipment in good condition. Claims for loss or damage must be reported directly to the carrier. HLOI's willingness to assist does not indicate liability for claim or replacement.

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 HLOI 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.

WILL CALL ORDERS

All orders entered for Will-Call and not picked up within five days will be shipped to Buyer and appropriate freight and handling charges applied.

MINIMUM BILLING

Standard Orders - \$50 net per order. Parts - \$50 net per order.

CANCELLATIONS

Cancellations of an order for current stock product requires a minimum of three (3) days' notice prior to actual ship date. Actual ship date could be up to (5) working days prior to promise date on acknowledgement. Stock item orders shipped after cancellation notice is received, but before expiration of the (4) day requirement, will be subject to all standard Returned Goods conditions. Cancellation of 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, there will be a cancellation charge as established by HLOI. Orders may not be cancelled unless HLOI gives its written consent, and then only upon agreement as to the applicable cancellation charges.

RETURNED GOODS

GENERAL CONDITIONS applying to all transactions:

1. Merchandise is not returnable without the written consent of HLOI.
2. Request for permission to return merchandise must be made in writing within 90 days from date of shipment and expires 90 days after receipt except defective products, and Buyer must provide original HLOI invoice number.
3. 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. A 35% minimum restocking charge on standard product will be deducted from all credits issued on authorized standard product returns. Credit will be issued based on original invoice or price in effect at the time of the return shipment, whichever is lower.
4. Return Goods Authorization (RGA) Packing List, supplied by the factory, must accompany the return shipment.
5. Return freight must be prepaid. Material must be received by HLOI within ninety (90) days of issuance of RGA.
6. Net value of the return must not be less than \$250.
7. HLOI reserves the right to deduct for any damage sustained in transit.
8. Unauthorized returns will be refused. Equipment returned without proper authorization from HLOI will, at the sole option of HLOI, be returned to Buyer freight collect, or scrapped immediately with no issuance of credit. Unauthorized material included in a return will not be credited. All non-stocking, special or custom made product or poles are not returnable.
9. If the return of goods is made necessary through any fault of HLOI and permission is granted for its return, HLOI will give full credit including all transportation charges if returned per transportation routing instructions on the RGA.
10. On direct shipment orders, returns will be allowed up to 5% of the original direct shipment order.
11. The Buyer shall remain absolutely liable for the purchase price of all merchandise, and HLOI will not be bound by terms and conditions imposed by any third party.

PRODUCT SPECIFICATION

HLOI reserves the right to discontinue items, modify designs, and change specifications or prices without incurring any liability.

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, the Buyer is obligated to advise Hubbell Lighting 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.** HLOI, after review, will have sole discretion to resolve the discrepancy; and the Buyer expressly agrees to abide by HLOI's decision. HLOI will promptly advise Buyer of its decision regarding any disputed items or charges.

CONFIDENTIALITY

Buyer agrees that all information furnished by HLOI in connection with the sale of items will be confidential. The Buyer agrees not to disclose any such information to any other person, or use such information for any purposes other than performance hereunder.

OSHA

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

FAIR LABOR STANDARDS ACT AS AMENDED

HLOI 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.

NOTE

These Terms and Conditions supersede all those published and issued previously by Hubbell Lighting, Inc.

GENERAL

Any assignment of rights hereunder by Buyer without the prior written consent of HLOI shall be void. No waiver by HLOI or any default shall operate as a waiver of any other default or of the same default on a future occasion. HLOI shall have the right to credit toward the payment of any monies that may become due from Buyer, any amounts that may now or hereafter be owed by Buyer under this or any other agreement or transaction between HLOI and Buyer. The construction, interpretation and performance of HLOI and Buyer hereunder and all transactions here under shall be governed in accordance with the laws of the State of South Carolina. Venue for any litigation arising hereunder shall lie exclusively in the State and Federal Courts of South Carolina.