



Commercial, Industrial and Residential Electrical Products

DISTRIBUTOR TERMS AND CONDITIONS

	ACME ELECTRIC	RACO TAYMAC BELL	WIEGMANN
AGREEMENT	These Terms and Conditions and the provisions hereof constitute the entire agreement between: (i) Acme Electric, RACO, Bell, Taymac, or Wiegmann as applicable, ("RTBWA" or the Hubbell Commercial Construction Division of Hubbell Incorporated (Delaware) - hereinafter, "Hubbell") and (ii) you (the "Purchaser") and supersedes all statements, representations and agreements, oral or written made by the parties or their representatives including, without limitation, conflicting or different provisions of the Purchaser's purchase order. No modifications or addition to this agreement shall be binding upon RTBWA (or Hubbell) unless specifically set forth in writing, and signed by Acme Electric, RACO, Bell, Taymac or Wiegmann, as applicable.		
TERMS	2/10 NET 30 After 30 days, a monthly service charge of 1 1/2% will be applied, unless that rate exceeds the maximum lawful rate, then the maximum lawful rate will be used.	2/10 NET 25 After 25 days, a monthly service charge of 1 1/2% will be applied, unless that rate exceeds the maximum lawful rate, then the maximum lawful rate will be used.	2/10 NET 25 After 25 days, a monthly service charge of 1 1/2% will be applied, unless that rate exceeds the maximum lawful rate, then the maximum lawful rate will be used.
PRICES	Prices on orders, other than quotation, will be priced at Acme Electric published prices in effect at time of acceptance of order unless otherwise stated.	Prices on orders, other than quotation, will be priced at Raco/Taymac/Bell published prices in effect at time of acceptance of order unless otherwise stated.	Prices on orders (other than Quotation, "Hold for Release" and "Hold for Approval") will be priced at Wiegmann published prices in effect at time of acceptance of order unless otherwise stated.
	Prices are subject to change without notice.		
FIRM PRICE QUOTATIONS	Unless prices are quoted as "firm", Hubbell reserves the right to invoice at the prices in effect at the time of acceptance of order, regardless of any prior quote and regardless of whether notice was received by the Purchaser. Releases must specify shipping date in accordance with the quotation. Acceptance of a firm price quotation must be stated on the order. When shipment is made, the material will be billed at published prices in effect at time of shipment or at the firm price, whichever is lower.		
MINIMUM BILLING CHARGES	No bill will be rendered for an amount less than the below applicable numbers (distributor cost plus prepaid freight charges):		
	\$150	\$250	\$250
	Next day express shipments only are not subject to minimum billing requirements.		
BROKEN CARTONS	N/A	Orders for broken carton quantities will only be allowed for Bell, RACO and Taymac products must be shipped and billed in full carton quantities only.	Orders for broken carton quantities will not be allowed. Wiegmann products must be shipped in full carton quantities only.
DELIVERY	Qualified shipments, within the Continental U.S., will be made prepaid by surface freight, F.O.B. shipping point, to one destination. Freight on qualified shipments to destinations outside the Continental U.S. (including Alaska and Hawaii) will be prepaid and allowed to the U.S. port of export only. Hubbell reserves the right to use its own discretion in routing shipments for which Hubbell assumes transportation charges. If the Purchaser specifies a more expensive routing or specific carrier, the Purchaser must assume total transportation charges. Premium freight charges are the responsibility of the Purchaser and are not subject to cash discount.		
SHIPPING AND FREIGHT	Prepaid at \$1,000	Prepaid at \$2,000 (RACO) Prepaid at \$500 (Taymac) Prepaid at \$500 (Bell)	Prepaid at \$1,500
PREMIUM FREIGHT	Requests for premium freight by the Purchaser must be made in writing. All shipments for premium freight will be shipped collect freight charges.		
WEIGHTS AND DIMENSIONS	Catalog weight and dimensions are approximate and subject to change without notice.		
ORDER ACCEPTANCE	All sales are expressly limited to these terms and conditions and the right and intentions of the parties shall be governed exclusively by terms and conditions hereof. Where there is any conflict as to whether Hubbell's terms and conditions govern the contract, receipt and acceptance, whether under protest or otherwise, of the materials and supplies delivered hereunder shall be conclusive evidence of the acceptance by the Purchaser of the contract on all of Hubbell's terms. RTBWA accepts orders and bills at current published prices and terms even though incorrect prices and terms may appear on the Purchaser's order.		
	All orders are subject to final acceptance by Hubbell and Hubbell reserves the right, in its sole discretion, not to accept any purchase order, including any purchase order issued in connection with a quote provided by Hubbell. Orders will be accepted only from authorized Hubbell distributors. Any item(s) that is considered an abnormal order quantity by Hubbell can also, at the discretion of Hubbell, be excluded from any and all delivery requirements.		
CLAIMS	Claims by Purchaser for billing errors, shortages, freight charges or allowances of any kind must be made within 30 days from receipt of material.	Claims by Purchaser for billing errors, shortages, freight charges or allowances of any kind must be made within 30 days from receipt of material.	Claims by Purchaser for billing errors, shortages, freight charges or allowances of any kind must be made within 15 days from receipt of material.
	A. Shortages: Under FOB shipping point terms, title of material passes to the distributor when Hubbell delivers the material to its carrier. It is the distributor's responsibility to resolve shortage claims with the carrier. B. Payment Responsibility: Any claim against Hubbell does not alter the distributor's responsibility to pay invoices when due.		

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CANCELLATION	Orders for specials, or standard goods in quantities larger than normal inventory, may NOT be cancelled once order is placed in production.	Orders for specials, or standard goods in quantities larger than normal inventory, may NOT be cancelled once order is placed in production.	Wiegmann requires five (5) business days' notice to insure a cancellation. All costs incurred directly and/or indirectly to date of cancellation will be charged when an order is cancelled.
TAXES	Published or quoted prices do not include sales, excise, use, or similar taxes. The Purchaser must pay applicable taxes.		
SHIPPING DATE AND DELIVERY	EVERY EFFORT WILL BE MADE TO FILL ORDERS WITHIN THE TIME STATED. UNDER NO CIRCUMSTANCES WILL HUBBELL BE RESPONSIBLE FOR OR SHALL THE PURCHASER(S) BE ENTITLED TO CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR OWING TO ANY DELAYS IN DELIVERY OR FOR CAUSES BEYOND HUBBELL'S CONTROL. Shipping date and delivery specified are subject to any priorities or allocations necessitated by government orders or regulations, and time and manner of delivery are subject to any delay on the part of the Purchaser(s) in supplying necessary data, or by any changes in data at the Purchaser(s) insistence, and/or to delays caused by fire, floods, strikes, lock outs, riots, war, breakdowns, priorities or embargoes, accidents, civil or military authority, shortages of labor, delay in suppliers (or supplies) of materials, difficulty in obtaining raw materials, and any other cause beyond Hubbell's control. Delay in delivery for any of the aforementioned causes shall proportionately extend the time of delivery hereunder. Hubbell shall be compensated for any and all extra costs and expenses occasioned by delays attributed to the Purchaser(s).		
LIMITED WARRANTY	10 Years except Medium Voltage Transformer (3 Years)	1 Year	1 Year
	RTBWA warrants to the Purchaser that the Hubbell products sold will be free from defects in workmanship or material under normal use and service for the applicable warranty period specified above from the date of original shipment by Hubbell and when stored, installed, operated or maintained in accordance with recommendations of Hubbell and standard industry practice and when used under proper and normal use, so far as the same are of RTBWA's own manufacturer. RTBWA does not cover ordinary wear and tear, abuse, misuse, overloading, altered products, systems, or materials not of its own manufacture. Hubbell shall in no event be responsible or liable for modifications, alterations, misapplication or repairs made to its products by the Purchaser or others, or for damage caused thereto by negligence, accident or improper use by the Purchaser or others. This warranty does not include reimbursement for the expenses of labor, transportation, removal or reinstallation of the products. DISCLAIMER OF WARRANTY: THE FOREGOING WARRANTY IS 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.		
HOLD FOR RELEASE OR APPROVAL	N/A	N/A	Orders, not based on a written, firm price quotation, marked "Hold for Release" or "Hold for Approval", will not be processed for manufacture until approval and/or release date is provided. Quoted delivery time(s) become applicable from such approval and/or release date. Orders not release for shipment within 60 days from date of order will be billed at the Wiegmann published price in effect on the date of release. Orders deferred at the Purchaser's request will be billed at Wiegmann's published prices in effect at date of shipment.
RETURNED GOODS	Materials to be returned must be current and in original cartons. Special orders, used, damaged, out-of-date or discontinued material, customer bar coded product, high velocity or products with limited shelf life will not be accepted. Unacceptable material will be destroyed and will not qualify for credit. Returns will not be accepted unless accompanied by a "Return Material Authorization". Credit will be given only for those products authorized on the "Return Material Authorization". Any nonauthorized material will be scrapped or returned to distributor, freight collect, at the discretion of RTBWA. All returns must be shipped freight prepaid, unless otherwise instructed, to a RTBWA warehouse within 60 days of issuance of "Return Material Authorization". Payment deductions for returned material are not allowed until credit memorandum has been issued. A merchandise credit will be issued after material has been received and inspected by warehouse at prices reflected on the original invoice (provided by the distributor at the time of request) less applicable discounts and/or special price variances. When the original invoice is not provided, material will be priced at distributor's lowest purchase price within past 24 months.		
RETURN MAXIMUMS	5% of previous year's stock purchases		
MINIMUM RETURN VALUE	\$150 for Amveco Product Line	\$250	\$150
STOCK ROTATIONS	1 Per Year	2 Per Year	2 Per Year
RETURN PERIOD	12 Months	18 Months	18 Months
RESTOCKING FEE	25%		
RETURN SPECIAL CONSIDERATIONS	All requests for return privileges must be submitted in writing.	All requests for return privileges must be submitted in writing.	All requests for return privileges must be submitted in writing or via internet. NEMA 1 & N12 wireway, environmental, and nonmetallic products coded with "NR" are considered nonreturnable. "SPECIALS" (modified and custom products) are NON-CANCELLABLE & NONRETURNABLE (NO EXCEPTIONS)

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EXCLUSIVE REMEDY	<p>During the applicable warranty period set forth above, with respect to any allegedly "Defective Goods":</p> <p>A. The Purchaser shall notify Hubbell, in writing, of any alleged claim or defect within five (5) business days from the date the Purchaser discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable warranty period);</p> <p>B. The Purchaser shall ship, at its expense and risk of loss, such allegedly Defective Good to Hubbell's applicable facility for inspection and testing by Hubbell;</p> <p>C. If Hubbell's inspection and testing reveals, to Hubbell's reasonable satisfaction, that such Goods are Defective and any such defect has not been caused or contributed to by the Purchaser, Hubbell shall in its sole discretion and at its expense, repair or replace such Defective Goods; and</p> <p>D. Hubbell shall ship to the Purchaser, at Hubbell's expense and risk of loss, the repaired or replaced Goods to the Delivery Location designated by the Purchaser.</p> <p>The Purchaser has no right to return for repair, replacement, credit or refund any Good except as set forth in this Section. In no event shall the Purchaser reconstruct, repair, alter or replace any Good, in whole or in part, either itself or by or through any third party.</p> <p>THIS SECTION SETS FORTH THE PURCHASER'S SOLE REMEDY AND HUBBELL'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PRODUCT WARRANTY SET FORTH HEREIN.</p> <p>"Defective" means not conforming to the Limited Warranty set forth herein.</p> <p>"Goods" means the products and goods delivered by Hubbell to the Purchaser.</p> <p>"Defective Goods" means Goods that are Defective.</p>		
LIMITATION OF LIABILITY	<p>IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL HUBBELL BE LIABLE TO THE PURCHASER OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR LOSS OF USE OF ANY PRODUCT, LOST SALES, OR PROFITS, OR DELAY OR FAILURE TO PERFORM ITS WARRANTY OBLIGATION, OR CLAIMS OF THIRD PARTIES AGAINST THE PURCHASER, ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, USE OF, INABILITY TO USE, OR THE REPAIR OR REPLACEMENT OF, HUBBELL'S PRODUCTS. As stated herein, the term "person" shall include, without limitation, any individual proprietorship, partnership, corporation or entity.</p>		
INDEMNIFICATION	<p>The Purchaser agrees to indemnify, defend and hold harmless Hubbell from any and all costs, expenses, damages, claims and liabilities, including attorney's fees and costs of litigation, arising out of or in connection with any breach of these terms and conditions by the Purchaser, or from any representations and warranties made by the Purchaser in violation of these terms and conditions.</p>		
CONFIDENTIALITY	<p>All pricing, drawings, plans, disclosures, specifications, patterns or technical or business information furnished at any time to the Purchaser by Hubbell shall remain the sole property of Hubbell. The Purchaser shall hold all such information in strict confidence, shall not use or divulge to any person or entity any such confidential information, and any and all copies of such confidential information shall be returned to Hubbell promptly upon Hubbell's request.</p>		
IP RIGHTS	<p>Intellectual property rights (whether arising under patent, trademark, copyright laws or otherwise) to all improvements embodied in designs, tools, patterns, drawings, information and products supplied by Hubbell under these terms, and exclusive rights for the use and reproduction thereof, and all intellectual property rights arising out of the performance under these Terms shall accrue and be assigned to, and be owned by, Hubbell, and the Purchaser shall execute and deliver such instruments as may be necessary to effect or confirm such ownership.</p>		
COMPLIANCE WITH LAWS	<p>The Purchaser shall comply with all laws and regulations applicable to the products, including, but not limited to, all applicable import and export laws and regulations. If the ultimate destination of the products is outside of the United States, the Purchaser shall designate such country on its purchase order. In the event that the Purchaser purchases products for export without so notifying Hubbell, Hubbell reserves the right to cancel the contract at no penalty or liability for breach in the event that Hubbell objects to the ultimate destination of the products, and the Purchaser will have sole liability and shall defend, indemnify and release Hubbell for any loss or damage (including without limitation, claims of governmental authorities) arising from the export from the United States or import into another country of such products, including, without limitation, those related to packaging, labelling, marking, warranty, contents, use, or documentation of the products. The Purchaser has sole responsibility for obtaining any required export licenses. The Purchaser will not take, and will not solicit Hubbell to take, any action which would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities and shall defend, indemnify, and reimburse Hubbell for any loss or damage arising out of or related to such actions.</p>		
GOVERNING LAW	<p>These terms shall be governed by the laws of the State of Connecticut, without reference to its choice of law rules. Any claim or litigation arising out of or relating to the products shall be brought exclusively in a court of the competent jurisdiction in the State of Connecticut.</p>		



**COMMERCIAL
CONSTRUCTION**

A Division of Hubbell Incorporated (Delaware)

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