



ABB INSTALLATION PRODUCTS DIVISION GENERAL TERMS AND CONDITIONS OF SALE

Purchases and related transactions between Purchaser and the ABB Electrification Installation Products division ("ELIP") shall be governed by the terms and conditions set forth below plus ABB's General Terms and Conditions of Sale in effect at the time the order is placed by Purchaser. ABB's General Terms and Conditions of Sale may be found at https://tnbaccess.tnb.com/tbx/ABB_Group_Terms_Conditions_2023_02.pdf or on T&B Access and/or Empower. These ELIP General Terms and Conditions of Sale are subject to change by ELIP from time to time and shall control in the event of any conflict with the ABB Inc. General Terms and Conditions of Sale.

ORDERS	<ul style="list-style-type: none">a) ELIP may reject an order in its sole discretion within a reasonable time after receipt.b) The minimum order value is five hundred dollars (\$500) ("MOV"). ELIP may, at its option, accept orders below the MOV. Any order below the then-current MOV, if accepted by ELIP, will be subject to a fifty dollar (\$50) small order handling fee.c) Products may be subject to minimum unit quantities ("Carton Quantities") in effect at the time the order is placed. ELIP orders for broken Carton Quantities may not be allowed and may be subject to rounding to full Carton Quantities.d) Orders for Products with made-to-order inventory classifications ("MTO") may be shipped and invoiced up to ten percent (10%) above or below the order quantity due to manufacturing lot sizes. MTO inventory classifications are subject to change without notice and will be considered those in effect at the time of shipment.
PRODUCT PRICING	<ul style="list-style-type: none">a) Prices are subject to change without notice. Prices on orders, other than orders that include a valid proposal number and quoted price(s), will be priced at ELIP's published prices in effect at time of order acceptance. Notwithstanding the foregoing, ELIP may invoice at the published prices in effect on the date of shipment.b) Special Pricing Agreements are subject to the then current ABB Installation Products Inc. SPA Claims Policy located on T&B Access and/or Empower.
RIGHT TO SETOFF AND CREDITS	<ul style="list-style-type: none">a) ELIP may set off any amounts owed to ELIP against any credits or rebates due to Purchaser.
SHIPMENTS AND DELIVERY	<ul style="list-style-type: none">a) ELIP makes no guarantee on delivery timing, and in no event will ELIP be liable for any damages allegedly caused by or associated with late deliveries even if a delivery date is specified in a purchase order and agreed by ELIP. ELIP will use reasonable efforts to ensure Products are delivered according to industry standards.b) Products shipped to destinations in the contiguous United States will be delivered FCA ELIP Point of Origin, Incoterms® 2020.c) Product shipped to destinations outside the contiguous United States will be delivered FCA Point of Departure, Incoterms® 2020. Purchaser shall be responsible for all demurrage or detention charges. Purchaser will be responsible for providing its own export documentation at the export border and will make necessary arrangements for export formalities regarding these shipments. All shipments requiring EEI filing must be submitted timely and accurately with proof of filing to be provided to ELIP.d) ELIP shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment.e) ELIP may make partial shipments or consolidate shipments, invoicing each shipment as it is made. ELIP may cancel backorders when partial shipments are made.f) Purchaser must submit in writing any requests for premium freight, and all agreed premium freight shipments will be shipped "collect".g) If Purchaser refuses to accept delivery of any shipment of conforming Products for any reason, including but not limited by reason of loss or damage during transit, Purchaser will be responsible for all freight, handling, warehouse, labor and other costs incurred by ELIP which arise from such refusal.



PREPAID FREIGHT ALLOWANCE QUALIFICATIONS	<ul style="list-style-type: none">a) Except as provided below, freight will be prepaid and allowed for ELIP orders that include (U.S.) \$3,500 (pretax), or more, of Products (excluding Products listed in 6.b. or 6.c.), to be delivered in one shipment, to one destination within the contiguous United States.b) Except as provided below, freight will be prepaid and allowed for ELIP orders of (U.S.) \$8,500 (pretax), or more, that include Cable Tray, Strut, or Ocal, to be delivered in one shipment, to one destination within the contiguous United States.c) Freight will not be allowed for MTO Products, nor will the value of either of such MTO Products be included in calculating freight allowances when combined with other Products.d) Freight will not be allowed on shipments to destinations outside the contiguous United States (including i.e., Hawaii, Alaska, and Puerto Rico).e) Freight allowances will not include special handling or accessorial fees (i.e., liftgate charges, delivery fees, reconsignment fees). Purchaser will be responsible and agrees to reimburse ELIP for such special handling or accessorial fees.f) If an order does not meet the freight allowance qualifications, ELIP will invoice Purchaser for any freight charges and any related fees charged to ELIP by the carrier.
SHIPPING ERROR CLAIMS	<ul style="list-style-type: none">a) Purchaser must submit claims for ELIP shipping errors within ten (10) days of receipt of Product, and Purchaser hereby expressly waives any claims not submitted in that time period. Purchaser will not deduct or offset any amounts prior to receipt of a credit memorandum for an approved shipping error claim.b) Claims for damage or loss during transit are the responsibility of Purchaser and shall be submitted by Purchaser directly to the carrier. Purchaser may not make any deduction from payment due to ELIP by reason of loss or damage to the Product during transit.
WARRANTIES AND REMEDIES	<ul style="list-style-type: none">a) The Warranty Remedy Period for ELIP Product shall be as follows: (i) twenty-four (24) months from date of shipment for all ELIP Product lines not specifically identified in this Section, except for tools, which are warranted for ninety (90) days; (ii) Fisher Pierce products and Elastimold® reclosers shall be warranted for thirty-six (36) months from date of shipment; and (iii) Joslyn® VBT and VBU capacitor switches are warranted for forty-eight (48) months or forty thousand (40,000) operations, whichever occurs first. The Equipment and Services Remedy set forth in ABB's General Terms and Conditions will apply to ELIP Products.b) THE WARRANTIES AND REMEDIES CONTAINED HEREIN AND IN ABB'S GENERAL TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED.
PRODUCT RETURNS	<ul style="list-style-type: none">a) Purchaser will not return any ELIP Products without an authorized Returned Material Authorization ("RMA"). An RMA is valid only if the listed Product is received by ELIP at the address specified, freight prepaid, within thirty (30) days from the date ELIP issued the RMA. To receive credit, Purchaser must include the RMA form with the return shipment.b) Purchaser may not return any MTO Products, Products not in saleable condition, Products that do not conform to current catalog descriptions, Products containing hazardous materials, and Products in broken Carton Quantities.c) ELIP may, at its option, apply a thirty five percent (35%) restocking fee to all returns.d) ELIP will issue a credit after Products have been received and inspected (unless otherwise provided). ELIP Products returned without an RMA will, at the sole option of ELIP, be returned to Purchaser freight collect, or scrapped immediately with no issuance of credit. Purchaser will not deduct or offset any amounts prior to receipt of a credit memorandum following Product receipt and inspection.



STOCK ROTATION RETURNS	<ul style="list-style-type: none">a) Purchaser may make two (2) stock rotation returns per calendar year not to exceed two and a half percent (2.5%) of the dollar amount of Purchaser's prior year net ELIP sales (gross ELIP sales minus returns, SPAs, rebates, concessions, and credits). All stock rotation returns must be received by ELIP on or before November 30th.b) Products may be returned as part of a stock rotation for up to twenty-four (24) months from the date of the purchase, but all stock rotation returns will be credited at the lowest into stock price for the Products within the past twenty-four (24) months.c) The following Products lines are not eligible for a stock rotation return: (i) Steel City Boxes; (ii) Steel City EMT Fittings; (iii) Carlon Boxes; (iv) Carlon Elbows; (v) Carlon Fittings; (vi) Carlon Enclosers; (vii) Carlon Premise; (viii) Red Dot Boxes (ix) Superstrut and Kindorf Strut Channel; (x) OCAL pipe; and (xi) Cable Tray.
ELASTIMOLD® APPARATUS	<ul style="list-style-type: none">a) Elastimold® Apparatus includes the following Product: (i) Elastimold® Switchgear; (ii) Elastimold® Reclosers; (iii) Joslyn Hi-Voltage® Var Breaker Master; (iv) Joslyn Hi-Voltage®, VerSaVac; and (v) Joslyn Hi-Voltage® Molded Vacuum Interrupter.b) Customer will have ten (10) days following ELIP's issuance of an engineering drawing to accept or request modification. Purchaser's failure to accept or request modification to the engineering drawing within ten (10) days following ELIP's issuance may result in expiration of the Proposal including but not limited to the lead times.c) Purchaser's requested modifications to an engineering drawing, not captured in the specification, may result in adjustments to the Proposal and a change order fee.d) Following ELIP's receipt of an accepted engineering drawing, Proposals may not be modified either in whole or in part, without ELIP's written consent and then only with terms that will reimburse ELIP for all applicable costs incurred by virtue of the original Proposal, including purchased materials and engineering costs.