

2008 DISTRIBUTOR TERMS AND CONDITIONS

GENERAL INFORMATION:

AGREEMENT: These Terms and Conditions and the provisions hereof constitute the entire agreement between RACO, Bell and/or Killark (or Hubbell Electrical Products A Division of Hubbell Incorporated (Delaware)) and the Buyer and supersede all statements, representations and agreements, oral or written made by the parties or their representatives including, without limitation, conflicting or different provisions of Buyer's purchase order. No modification or addition to this agreement shall be binding upon RACO, Bell and/or Killark (or Hubbell Electrical Products) unless specifically set forth in writing, signed by RACO, Bell and/or Killark.

TERMS: 2% 10th prox., NET 25th of month. Invoices dated 1st through the 25th are due the 10th of the following month to qualify for 2% cash discount. Invoices dated 26th through the 31st, inclusive, are payable the 10th of the next following month to qualify for the 2% cash discount. After the 25th of the following month, a monthly service charge of 1 ½% will be applied, unless that rate exceeds the maximum lawful rate, then the maximum lawful rate will be used.

PRICES: For other Hubbell Electrical Products brands' prices refer to individual brand price schedules. Prices are subject to change without notice.

FIRM PRICE QUOTATIONS: 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: Due to the cost of handling small orders, a minimum billing charge of \$250 net will be made on all original orders. Next day express shipments only are not subject to minimum billing requirements.

BROKEN CARTONS: Orders for broken carton quantities will be allowed for Bell, and Killark; RACO products will be shipped and billed in full carton quantities only. Killark K-Pak full cartons 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 Electrical Products reserves the right to use its own discretion in routing shipments for which Hubbell Electrical Products assumes transportation charges. If Purchaser specifies a more expensive routing, 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 TERMS: Orders valued less than \$1,000 DISTRIBUTOR NET COST for Bell and orders valued less than \$2,000 DISTRIBUTOR NET COST for RACO and/or Killark will be subject to actual transportation charges as invoiced by the carrier. Multiple brand orders that include RACO default to the \$2,000 terms.

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 the Seller'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 the Seller's terms. Hubbell Electrical Products accepts orders and bills at current published prices and terms even though incorrect prices and terms may appear on the Purchaser's order.

PRICES: Prices on orders, other than quotation, will be priced at Hubbell Electrical Products' published prices in effect at time of acceptance of order unless otherwise stated.

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.

A. Shortages: Under FOB shipping point terms, title of material passes to the distributor when Hubbell Electrical Products delivers the material to the 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.

CANCELLATION: Orders for SPECIALS, or standard goods in quantities larger than normal inventory, may NOT be cancelled once order is placed in production.

TAXES: Published or quoted prices do not include sales, excise, use, or similar taxes. 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 SELLER BE RESPONSIBLE FOR OR THE PURCHASER(S) ENTITLED TO CONSEQUENTIAL DAMAGES ARISING OUT OF OR OWING TO ANY DELAYS IN DELIVERY WHATEVER OR FOR CAUSES BEYOND SELLER'S REASONABLE 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 material, difficulty in obtaining raw material, and any other cause beyond Seller's reasonable control. Delay in delivery for any of the aforementioned causes shall proportionately extend the time of delivery hereunder. Seller shall be compensated for any and all extra costs and expenses occasioned by delays attributable to the Purchaser(s).

WARRANTY: Hubbell Electrical Products warrants the products herein described against defects of material and workmanship under normal use and service for a period of one year (a) from date of shipment, so far as the same are of Hubbell Electrical Products' own manufacture. Hubbell Electrical Products does not cover ordinary wear and tear, abuse, misuse, overloading, altered products, systems or materials not of its own manufacture.

RETURNED GOODS: Hubbell Electrical Products' agrees to accept from its authorized distributor's stock only the return of products for merchandise credit subject to the following terms and conditions:

1. All requests for return privileges must be submitted in writing through your Hubbell Electrical Products' Representative.
2. Material 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. (On returns for RACO products, only standard carton quantities will be accepted.) Killark K-Pak full cartons only.
3. Returns will not be accepted unless accompanied by a Hubbell Electrical Products' "Return Material Authorization".
4. Minimum value of returns must not be less than \$250 (DNC), after restocking charge, if applicable.
5. Credit will not be issued for items not listed on the "Return Material Authorization".
6. "Stock rotation" returns are limited to two per year. The total value of the year's return may not exceed of 5% of previous year's stock purchases by brand. A 25% handling/restocking fee will be deducted from the value of each return.
7. Material considered for return must have been shipped to distributor's stock within eighteen (18) months prior to the return request and must be from the original purchaser.
8. Within 60 days of issuance, all returns must be shipped freight prepaid, unless otherwise instructed, to a Hubbell Electrical Products' warehouse, as specified in the "Return Material Authorization".
9. Credit will be given only for those products authorized on the "Return Material Authorization". Any non-authorized material will be scrapped or returned to distributor, freight collect, at the discretion of Hubbell Electrical Products.
10. A merchandise credit will be issued 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.
11. Deductions for returned material are not allowed. A credit memo will be issued after material has been received and inspected by warehouse.
12. 25% handling/restocking will be charged on returned material not related to a Hubbell Electrical Products error.