

TERMS AND CONDITIONS OF PURCHASE

1. **Definitions:** The term "Buyer" means The Electric Heater Company d/b/a Hubbell Electric Heater Co., and the term "Seller" means the person, firm, or corporation from which the goods or services have been ordered.
2. **Delivery and Acceptance:** Time of delivery is the essence of this contract. Buyer reserves the right to refuse any goods and to cancel all or any part of the goods that do not have a valid Purchase Order or do not conform to applicable specifications, drawings, samples, or descriptions. Acceptance of any part of the order shall not bind Buyer to accept future shipments, nor deprive it of the right to return goods shipped.
3. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received, signed for, and accepted by Buyer.
4. **Defects:** By accepting this order Seller acknowledges and warrants that the goods covered by this order are satisfactory for the purposes of manufacturing or resale as intended by Buyer, and as is considered customary use of such goods, and that any defects in such goods may occasion special damage to the Buyer.
5. **Conforming Goods:** Acceptance of all or any part of the goods shall not be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the goods because of failure to conform to order, or by reason of defects, latent or patent, or other breach of warranty, or to make any claim for damages, including manufacturing costs or other special damages occasioned the Buyer. Such rights shall be in addition to any other remedies provided by law.
6. **Warranty:** Seller expressly warrants that the goods covered by this order are of Merchantable quality and satisfactory and safe. Acceptance of this order shall constitute an agreement upon Seller's part to indemnify and hold Buyer harmless from liability, loss, damage, and expense, including reasonable counsel fees, incurred, or sustained by Buyer by reason of the failure of the goods to conform to such warranties. Such indemnity shall be in addition to any other remedies provided by law.
7. **Data:** Seller shall not use or disclose any data, designs, drawings, or other information belonging to or supplied by or on behalf of Buyer, except in the performance of this or other orders for Buyer. Upon Buyer's request such data, designs, drawings or other information and any copies thereof shall be returned to Buyer. Where Buyer's data, designs, drawings, or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the performance of Buyer's orders, Seller shall insert the substance of this provision in its orders.
8. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to Buyer.
9. **Title:** Seller warrants that the goods are free and clear of all liens and encumbrances and that Seller has a good and marketable title to same.
10. **Cancellation:** Buyer reserves the right to cancel all or any part of this order if not filled in accordance with Buyer's delivery schedule or if Seller becomes insolvent or files a petition in bankruptcy.
11. **Termination for Default:** In the event of a breach of any of the terms of this order, including Seller's warranties, Buyer may, at its option and without prejudice to any of its other rights cancel any undelivered goods.
12. **Applicable Law:** This contract shall be deemed made in Stratford, Connecticut and shall be construed pursuant to the laws of the State of Connecticut. It sets forth the entire agreement between the parties and cannot be changed or terminated orally. There are no representations or agreements by agents or others, expressed or implied, modifying or inducing the execution of this agreement, other than those herein set forth.
13. **Use of Buyer Drawings:** When Buyer drawings are furnished in connection with this purchase order, Seller is responsible for furnishing whatever material is required to complete the work specified in the purchase order. If a Bill of Material is furnished on the drawings or together with the drawings, it is understood and agreed that Buyer is making no representations as to its accuracy or completeness and that Seller should make its own material take-off to ensure that it furnishes and allows for all materials required by the purchase order.
14. **Prices:** Prices shown are firm and not subject to change unless change is agreed to in writing.
15. **Returns:** Buyer reserves right to return goods for full refund except as agreed to in writing by Buyer and Seller.
16. **Buyer General Supplemental Terms and Conditions:**
 - a) Seller must provide a Materials Safety Data Sheet (MSDS) for any product shipped under this purchase order which may produce hazardous gases, liquids, or solids. Be sure to indicate on the MSDS the Buyer purchase order number for reference. Please mail the MSDS to the attention of the Quality Control Materials Department, P.O. Box 288, Stratford, CT 06615-0288, or email to purchasing@hubbellheaters.com
 - b) If UL, cUL, ETL, CSA, ASME, ABS, DNV or other third-party classification society certification is specified on this order then material furnished must be produced by that classification society approved mill/facility, or if the mill/facility is not classification society approved then the material tests must be witnessed by an authorized classification society inspector and approval reports provided to the Buyer.
 - c) Any modifications to this purchase order increasing or decreasing the scope of work, cost, schedule, delivery date, or modifying it in any form whatsoever must be made in writing, and signed for by Buyer only, by Buyer's Purchasing or other appropriate department. No other person, whether having actual or apparent authority, shall bind Buyer for such changes. Buyer shall not be responsible in any manner for any modification not so authorized.
 - d) In the event of cancellation of all or part of any purchase order by Buyer relating to goods that are not fit for sale to a third party by Seller, Buyer shall pay a reasonable cancellation fee based on actual material and labor costs incurred by Seller up to the date of cancellation, provided Seller is otherwise in compliance with the terms of this purchase order and any other agreements pertaining thereto. Said costs must be documented by Seller. Buyer shall not pay any indirect costs, such as overhead, G&A, lost profit, or any other consequential costs or expenses not directly related to the work specified in this purchase order.
 - e) In the event a dispute arises between Seller and Buyer, Seller shall not be entitled to, and shall not refuse to ship goods and/or provide services under this or any other purchase order between Seller and Buyer.
 - f) In the event that Buyer incurs costs related to this purchase order for which Buyer deems Seller to be liable, Buyer shall have the right, in addition to Buyer's other rights at law or hereunder, to offset or credit the amount of such costs against this or any other purchase order or debt from Buyer to Seller.
 - g) Seller agrees to offer warranty terms for goods or services purchased by Buyer from Seller, which terms, at a minimum, shall be at least the equivalent of such warranty terms as then offered by Seller to any other customer for the same or substantially similar goods or services.
 - h) In case any one or more of the covenants, agreements, terms, conditions, or provisions contained in this purchase order shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, conditions, or provisions contained herein shall be in no way affected, prejudiced or disturbed.
 - i) Seller shall have a Malpractice Policy in place. Any falsification, concealment, gross mistake tantamount to fraud, alteration of any material fact, or any false, fraudulent, or fictitious statement or representation in connection with the work under the PO resulting in malpractice is not only prohibited but may also be punishable under law. Any party aware of, or having reason to suspect, malpractice or fraud and falsification, is obligated to report this violation anonymously or in person to:
Company Supervision or Management, Purchaser Supervision or Management, Purchaser Quality Representative, Purchaser Buyer, Or:
Department of Defense Hotline: 800-424-9098, Website: <https://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/Hotline-Complaint/>; Mail To: Department of Defense Hotline, The Pentagon, Washington, DC 20301-1900
 - j) Seller shall certify that products supplied are free from mercury contamination and all hazardous materials.
 - k) By accepting our Purchase Order, you are agreeing that no Suspect Counterfeit items are being provided per DOE-HDBK-1221-2016