

Thomas & Betts Corporation and ABB Electrification Products Division

General Terms and Conditions of Sale-U.S. Distributor Accounts

Except to the extent otherwise stated in a separate agreement signed by Thomas & Betts, a Member of the ABB Group (referred to as "T&B"), the following Terms and Conditions will exclusively govern all transactions between T&B, and any party placing orders with or otherwise purchasing products sold by or through T&B (referred to as "Customer"). By placing an order with T&B, the Customer acknowledges its unqualified acceptance of these terms and conditions. No modification of these terms and no term stated in any purchase order or other document or electronic communication will be binding on T&B unless expressly agreed by T&B in a signed instrument referencing T&B's intent to modify these Terms and Conditions of Sale.

Payments

Payment terms are 1% 10th *prox.*, Net 25th (*prox.*). For invoices dated 1st through 25th of the month: 1% cash discount if paid by the 10th of the following month; net invoice amount is due by the 25th of that month. For invoices dated 26th through 31st of the month: 1% cash discount if paid by the 10th of the next following month; net invoice amount is due by the 25th of that month. A finance charge of one and one-half percent per month (or at the highest rate allowed by law, whichever is less) will be assessed on past due balances. T&B reserves the right to set off any amounts owed to T&B against any credits due.

Shipments

1. All orders are f.o.b. shipping point. Full freight will be allowed on domestic shipments of \$2,500 or more to destinations in the continental United States.*
2. T&B will not drop ship orders outside of the United States. Customer will be responsible for providing its own export documentation at the border and will make necessary arrangements for export formalities regarding these shipments.
3. T&B will use its discretion in routing all shipments. Air shipments will be made upon request by Customer, if Customer will assume all transportation and handling charges.
4. When the transportation charges are the responsibility of or assumed by Customer, T&B will ship via freight collect or third party per Customer's request. Otherwise, T&B will ship and add all applicable transportation and handling charges to the invoice.
5. Customer will be responsible for filing claims with the carrier for damage, shortages or losses in shipment.
6. All accepted orders, whether or not delivery dates are specified thereon, are subject to delays or failures in manufacture or delivery due to causes beyond the control of T&B.

***NOTE:** Minimum shipment for freight allowance on cable tray products is \$6,000. Minimum shipment for freight allowance on specified Ocal® products is \$6,000. Customer is responsible for freight charges on specified Jokab Safety® fencing products. Other product lines may be subject to unique freight terms; contact your sales rep for clarification.

Pricing Information

1. Orders of any size will be accepted. However, orders less than \$150 are subject to a handling charge of \$25.00. This handling charge does not apply to any orders transmitted via T&B Access.
2. T&B quotation numbers must be referenced and P.O.s must include the quoted prices to receive quoted discounts. Failure to include this information will result in orders charged at standard price. Quotations are subject to T&B's interpretation of the requirements and include only the material described and listed on the quotation. Unless otherwise specifically stated thereon, all quotations expire 30 days after issue date.
3. Any discounts taken against the invoiced price will be rebilled. T&B reserves the right to reject orders with incorrect terms.
4. Prices, minimum/multiple amounts and inventory classes are subject to change without notice and are those in effect at the time of the shipment.
5. All quoted prices are subject to revision by T&B in the event of any increase in raw material or energy costs. All clerical, typographical and mathematical errors in any quotation are subject to correction by T&B.

Sales Tax

Customer will be responsible for applicable sales, use, excise and other taxes imposed by law on the sale of T&B products.

Credits

Credits are subject to deduction of 1% cash discount. All credits issued by T&B expire 180 days from the original date of issue.

Return of Goods

1. No stock rotation returns will be accepted.
2. Product return privileges are allowed for administrative errors by T&B. Material returned due to administrative error by T&B must be in resalable condition. All returns are subject to inspection and acceptance by T&B. Any material which has been in stock more than 12 months from the date of the original invoice is not acceptable for an administrative return.
3. Product return privileges are allowed for products found to be defective under T&B's warranty. All products returned for repair or replacement under warranty will be repaired or replaced at no charge.
4. Products may not be returned until a written return material authorization (RMA) has been requested and received by Customer.

Cancellations

Special and made to order products are non-cancelable and non-returnable. Orders for other products may be cancelled prior to shipment only on the condition that Customer will be responsible to T&B for any expenses incurred by T&B as a result of the cancellation.

Claims

All claims for shortages and claims related to the kind or condition of shipments must be made within 15 days of the date of delivery. All other claims (including claims for pricing errors and special price agreement claims) must be made within 180 days of the date of invoice. Claims beyond 180 days will be disallowed.

Compliance with Laws

By placing an order with T&B, Customer represents, warrants and covenants that:

1. Customer will comply with all applicable laws and regulations of the United States and all other jurisdictions regarding the marketing, sale, export and distribution of T&B products, including, but not limited to, the U.S. Export Control Laws and the U.S. Foreign Corrupt Practices Act.
2. Customer has not paid, offered to pay, agreed to pay, or authorized or caused to be paid, directly or indirectly, any money or anything of value to foreign official (as defined in the U.S. Foreign Corrupt Practices Act) to induce such official to use their influence to obtain an improper business advantage in connection with the purchase and resale of T&B products.

Governing Law

The validity, construction and interpretation of these Terms and Conditions; the transaction of business between Customer and T&B; and any disputes arising out of the foregoing shall be interpreted under and governed by the laws of the State of Tennessee, U.S.A., without regard to any of its laws that would result in the application of the laws of any other jurisdiction, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Customer expressly submits and consents to the jurisdiction and venue of the State or Federal courts located in Shelby County, Tennessee, U.S.A.

Warranty and Limitation of Liability

1. Unless a different warranty period is specified on a product packaging or product instructions, T&B warrants that its products will be free from defects in material and workmanship for a period of two years (tools are warranted for ninety days) from the date of shipment. Upon prompt notification of a warranted defect, T&B will, at its option, repair or replace any products found to be defective.
2. In no event will T&B be liable for any consequential, indirect or special damages, nor (except as may otherwise specifically be agreed to in writing through an authorized representative) shall T&B be liable for transportation, labor, or other charges arising out of the removal or reinstallation of its products. Liability for all claims, including but not limited to claims for breach of warranty, is limited to the value of the purchase order.

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Force Majeure

T&B shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control, including, but not limited to, acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate T&B for any reasonable expense associated with such delay.

THE WARRANTIES AND REMEDIES CONTAINED HEREIN 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.