



Building Automation, Inc.

Terms and Conditions for Occupancy Sensors

- ◆ **Minimum**-Hubbell Building Automation, Inc. (Hereafter referred to as "Hubbell") has no minimum order.
- ◆ **Freight**-The following prepaid freight terms apply to orders shipped from Hubbell warehouses (FOB point of shipment): Stocking Distributors – \$1200, Non Stocking Distributors – \$3000. International shipments will be charged freight to the customer on any dollar amount. Special freight handling can be arranged with written notification. All special freight-handling charges will be billed to the agency/customer requesting the freight change. All Next Day Air shipments must be sent in writing. Any requests for next day air shipments must be received before 12 p.m. Central Time, if not, they will ship the next business day. All shipments are subject to availability. Any requests to ship partials must be done in writing and freight will be charged per each shipment.
- ◆ **Limited Warranty**-Hubbell warranties all products manufactured and identified with the Hubbell Building Automation, Inc., MYTECH, and UNENCO labels for up to sixty (60) months from the sale to the first non-retailer purchaser, to be free of defects in material and workmanship under conditions of normal use and specified ambient temperature when installed and operated under Hubbell product specifications and in accordance with the applicable National Electric Code and Safety Standards of Underwriters Laboratories. This warranty does not cover defects or malfunctions arising from acts of God, improper installation, operation or repair, or neglect, accident or abuse. Hubbell shall not be required to remove, install or re-install any defective unit. To obtain warranty performance, Hubbell must be properly notified of said defect and the authorization process must be followed completely as outlined in the "Return Policy/RMA Procedures." Defective product must be shipped to Hubbell postage prepaid within the sixty (60) month warranty period. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. TO THE EXTENT ALLOWED BY LAW, HUBBELL DISCLAIMS AND ASSUMES NO LIABILITY FOR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- ◆ **Orders**- Orders are accepted by facsimile, mail or email only. Hold for Release orders are accepted only with an approximate release date. All orders are subject to production and availability. Hold for Release orders are subject to applicable price increases.
- ◆ **Return Policy/RMA Procedures**-All return requests must be submitted online at www.hubbell-automation.com/rma by the appropriate local representative/agency. Once the RMA has been submitted, Hubbell will fax or email an RMA confirmation to the local agency within 3 working days. Any dollar amount above \$400 dollars will require 7 working days for approval. All returns must be marked with the Hubbell RMA# or Hubbell reserves the right to refuse the shipment. Returns of new, unused merchandise must be done within 90 days of receipt of merchandise. All returns are subject to a restocking charge of 30%. Collect shipments will not be accepted. Hubbell will have credit issued within 60 days. Any deviation from the above steps can delay the return/credit process. Freight on returns will not be credited. Hubbell has the right to repair or replace any warranty item. Hubbell has the right to substitute any warranty item not on the current price/product list.
- ◆ **Terms**-Invoices are required to be paid net 30 days. Past due balances will be subject to a finance charge of 1.5% per month unless limited by law. Customer may be held responsible for any fees arising from third party collection efforts.
- ◆ **Point of Contact**- If you have any questions about any of the above, please contact Customer Service at the following at (888) 698-3242, (512) 450-1100 or Fax (512) 450-1215.