UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 2, 2026

HUBBELL INCORPORATED
(Exact name of registrant as specified in its charter)

Connecticut	**1-2958**	**06-0397030**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

40 Waterview Drive **Shelton, Connecticut**	**06484**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (475) 882-4000

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock - par value $0.01 per share	HUBB	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On June 2, 2026, Hubbell Incorporated ("Hubbell") entered into an underwriting agreement (the "Underwriting Agreement") with J.P. Morgan Securities LLC, BofA Securities, Inc. and HSBC Securities (USA) Inc., as representatives of the several underwriters named in Schedule I thereto (collectively, the "Underwriters"), relating to Hubbell's public offering of $500,000,000 aggregate principal amount of its 4.650% Senior Notes due 2031 (the "2031 Notes"), $700,000,000 aggregate principal amount of its 4.900% Senior Notes due 2033 (the "2033 Notes") and $700,000,000 aggregate principal amount of its 5.150% Senior Notes due 2036 (the "2036 Notes" and, together with the 2031 Notes and the 2033 Notes, the "Notes"). The offering of the Notes was made pursuant to Hubbell's shelf registration statement on Form S-3 (Registration No. 333-289041), which became automatically effective upon filing with the U.S. Securities and Exchange Commission (the "SEC") on July 29, 2025, and a preliminary prospectus supplement and prospectus supplement filed with the SEC related to the offering of the Notes.

Pursuant to the Underwriting Agreement, Hubbell agreed to sell the Notes to the Underwriters and the Underwriters agreed to purchase the Notes for resale to the public. The Underwriting Agreement includes customary representations, warranties and covenants by Hubbell. The Underwriting Agreement also provides for customary indemnification by each of Hubbell and the Underwriters against certain liabilities and customary contribution provisions in respect of those liabilities.

The net proceeds from the offering of the Notes were approximately $1,869.6 million after deducting the underwriting discount and estimated offering expenses payable by Hubbell. Hubbell expects to use the net proceeds from the offering of the Notes, together with cash on hand and/or additional borrowings (including under its previously announced 2026 term loan facility and/or issuances of commercial paper) to fund in part the previously announced acquisition of NSI Electrical Buyer, Inc., a Delaware corporation ("NSI Industries", and such transaction, the "NSI Acquisition"), to repay certain indebtedness of NSI Industries and its subsidiaries, and to pay fees, costs and expenses in connection with the foregoing.

The Notes were issued on June 8, 2026 under the Indenture, dated as of September 15, 1995 (the "Base Indenture"), between Hubbell and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A. (successor as trustee to JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, formerly known as Chemical Bank))), as trustee, as amended and supplemented by the Eighth Supplemental Indenture, dated as of June 8, 2026 (the "Eighth Supplemental Indenture," and the Base Indenture as heretofore supplemented and as supplemented by the Eighth Supplemental Indenture, the "New Notes Indenture"), between Hubbell and U.S. Bank Trust Company, National Association, as trustee.

The 2031 Notes will mature on June 15, 2031, the 2033 Notes will mature on June 15, 2033 and the 2036 Notes will mature on June 15, 2036. Interest on the Notes will be payable semi-annually in arrears on June 15 and December 15 of each year, beginning on December 15, 2026.

Hubbell may redeem all or part of each series of the Notes at any time prior to maturity at the redemption prices set forth in the New Notes Indenture.

In the event that the NSI Acquisition is not consummated on or prior to the date that is five business days after the later of (i) May 1, 2027 or (ii) any later date as the parties to the purchase agreement related to the NSI Acquisition may agree as the "Outside Date" thereunder, or Hubbell notifies the trustee in writing that Hubbell will not pursue the consummation of the NSI Acquisition, Hubbell will be required to redeem the Notes then outstanding at a redemption price equal to 101% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to, but excluding, the special mandatory redemption date.

In the event of a change in control triggering event (as defined in the Eighth Supplemental Indenture), the holders of the Notes may require Hubbell to purchase for cash all or a portion of their Notes at a purchase price equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest, if any, on the notes repurchased to, but excluding, the repurchase date.

The Notes will be Hubbell's unsecured, unsubordinated obligations, ranking equally in right of payment with Hubbell's other existing and future unsecured, unsubordinated indebtedness from time to time outstanding, and effectively subordinated in right of payment to all of Hubbell's current and future secured indebtedness to the extent of the value of the assets securing such indebtedness. The Notes will be exclusively obligations of Hubbell and will not be guaranteed by any of its subsidiaries. As a result, the Notes will be structurally subordinated to existing or future preferred stock, indebtedness, guarantees and other liabilities, including trade payables, of such subsidiaries.

The New Notes Indenture also contains customary covenant and event of default provisions.

Please refer to the prospectus supplement filed with the SEC for additional information regarding the offering and the terms and conditions of the Notes. The foregoing summary of the Underwriting Agreement and the Notes does not purport to be complete and is qualified in its entirety by reference to the full text of the Underwriting Agreement, the Base Indenture, the Eighth Supplemental Indenture and the forms of the Notes, which are attached to this Current Report on Form 8-K as Exhibits 1.1, 4.1, 4.2 and 4.3 through 4.5, respectively, and are incorporated into this Item 1.01 by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-balance Sheet Arrangement of the Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K pertaining to the Notes is incorporated into this Item 2.03 by reference.

Item 8.01 Other Events.

On June 2, 2026, the Company issued a press release announcing the pricing of the Notes, which is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
1.1	Underwriting Agreement, dated as of June 2, 2026, among Hubbell Incorporated and J.P. Morgan Securities LLC, BofA Securities, Inc. and HSBC Securities (USA) Inc., as Representatives of the several Underwriters listed in Schedule I thereto.
4.1	Indenture, dated as of September 15, 1995, between Hubbell Incorporated and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A. (successor as trustee to JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, formerly known as Chemical Bank))), as trustee (incorporated by reference to Exhibit 4a to Hubbell Incorporated's registration statement on Form S-4 (File Number 333-90754), filed with the SEC on June 18, 2002).
4.2	Eighth Supplemental Indenture, dated as of June 8, 2026, between Hubbell Incorporated and U.S. Bank Trust Company, National Association, as trustee.
4.3	Form of 4.650% Senior Notes due 2031 (included in Exhibit 4.2).
4.4	Form of 4.900% Senior Notes due 2033 (included in Exhibit 4.2).
4.5	Form of 5.150% Senior Notes due 2036 (included in Exhibit 4.2).
5.1	Opinion of Wachtell, Lipton, Rosen & Katz, dated June 8, 2026.
5.2	Opinion of Robinson & Cole LLP, dated June 8, 2026.
23.1	Consent of Wachtell, Lipton, Rosen & Katz, dated June 8, 2026 (included in Exhibit 5.1).
23.2	Consent of Robinson & Cole LLP, dated June 8, 2026 (included in Exhibit 5.2).
99.1	Press release of Hubbell Incorporated, issued on June 2, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

Information Concerning Forward Looking Statements

Certain statements contained in this Current Report on Form 8-K may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These include statements concerning certain plans, expectations, goals, projections, and statements about the benefits of the NSI Acquisition, Hubbell's plans, objectives, expectations and intentions, the expected timing of completion of the NSI Acquisition and funding of the related loans, and other statements that are not strictly historic in nature. These statements may be identified by the use of forward-looking words or phrases such as "believe", "expect", "anticipate", "intend", "depend", "plan", "estimated", "predict", "target", "should", "could", "may", "subject to", "continues", "growing", "prospective", "forecast", "projected", "purport", "might", "if", "contemplate", "potential", "pending", "goals", "scheduled", "will", "will likely be", and similar words and phrases. Such forward-looking statements are based on our current expectations and involve numerous assumptions, known and unknown risks, uncertainties and other factors which may cause actual and future performance or Hubbell's achievements to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. Such factors include, but are not limited to: the impact of and substantial uncertainty regarding the duration of existing and newly announced trade tariffs, import quotas or other trade actions, restrictions or measures taken by the United States, China, Mexico, the United Kingdom, member states of the European Union, and other countries, including the recent and ongoing potential changes in U.S. trade policies, that may be made by the current or a future presidential administration and changes in trade policies in other countries made in response to changes in the U.S. trade policies; the general impact of inflation on our business, including the impact on raw materials costs, elevated interest rates and increased energy costs and our ability to implement and maintain pricing actions that we have taken to cover higher costs and protect our margin profile; economic and business conditions in particular industries, markets or geographic regions, as well the potential for macro-economic effects of the U.S. government federal deficit, and continued inflation, a significant economic slowdown, stagflation or recession; effects of unfavorable foreign currency exchange rates and the potential use of hedging instruments to hedge the exposure to fluctuating rates of foreign currency exchange on inventory purchases; supply chain disruptions and availability, costs and quantity of raw materials, purchased components, energy and freight; changes in demand for our products, market conditions, product quality, or product availability adversely affecting sales levels; ability to effectively develop and introduce new products; changes in markets or competition adversely affecting realization of price increases; continued softness in the grid automation market of Utility Solutions and residential market of Electrical Solutions; failure to achieve projected levels of efficiencies, and maintain cost savings and cost reduction measures, including those expected as a result of our lean initiatives and strategic sourcing plans; failure to comply with import and export laws; changes relating to impairment of our goodwill and other intangible assets; inability to access capital markets or failure to maintain our credit ratings; changes in expected or future levels of operating cash flow, indebtedness and capital spending; regulatory issues, and extensive worldwide changes to the taxation of multinational enterprises, including global minimum tax rules under the Organisation for Economic Co-operation and Development's Pillar Two initiative and potential modifications to corporate taxation by the U.S. government, including adjustments to tax rates, deduction limitations, cross-border tax provisions, and administrative guidance; a major disruption in one or more of our manufacturing or distribution facilities or headquarters, including the impact of plant consolidations and relocations; changes in our relationships with, or the financial condition or performance of, key distributors and other customers, agents or business partners which could adversely affect our results of operations; the impact of productivity improvements on lead times, quality and delivery of product; anticipated future contributions and assumptions including increases in interest rates and changes in plan assets with respect to pensions and other retirement benefits, as well as pension withdrawal liabilities; adjustments to product warranty accruals in response to claims incurred, historical experiences and known costs; unexpected costs or charges, certain of which might be outside of our control; changes in strategy due to economic conditions or other conditions outside of our control affecting anticipated future global product sourcing levels; ability to carry out future acquisitions and strategic investments in our core businesses as well as the acquisition related costs; the ability of government customers to meet their financial obligations; political unrest and military actions in foreign countries, including the conflicts in Ukraine and the Middle East and trade tensions with China, as well as the impact on world markets and energy supplies and prices resulting therefrom, including the U.S.-Israel-Iran conflict, which has had substantial effects on global trade, the energy markets and the financial markets; the impact of potential natural disasters or additional public health emergencies on our financial condition and results of operations; failure of information technology systems, cybersecurity breaches, cyber threats, malware, phishing attacks, break-ins and similar events resulting in unauthorized disclosure of confidential information or disruptions or damage to information technology systems that could cause interruptions to our operations or adversely affect our internal control over financial reporting; incurring significant and/or unexpected costs to avoid, manage, defend and litigate intellectual property matters; future repurchases of common stock under our common stock repurchase program; changes in accounting principles, interpretations, or estimates; failure to comply with any laws and regulations, including those related to data privacy and information security; the outcome of environmental, legal and tax contingencies or costs compared to amounts provided for such contingencies; improper conduct by any of our employees, agents or business partners that damages our reputation or subjects us to civil or criminal liability; our ability to hire, retain and develop qualified personnel; the ability to successfully manage and integrate acquired businesses, such as the acquisitions of Alliance USAcqCo 2, Inc. (the Ventev business), Nicor, Inc. (the Nicor business), and Power Rose Acquisition, Inc. (the DMC Power business), as well as the failure to realize expected synergies and benefits anticipated when we make an acquisition due to potential adverse reactions or changes to business or employee relationships resulting from completion of the transaction, competitive responses to the transaction, the possibility that the anticipated benefits of the transaction are not realized when expected or at all, including as a result of the impact of, or problems arising from, the integration of an acquired business, diversion of management's attention from ongoing business operations and opportunities, and litigation relating to the transaction; the impact of certain divestitures, including the benefits and costs of the sale of the residential lighting business; the ability to effectively implement Enterprise Resource Planning

systems without disrupting operational and financial processes; Hubbell's ability to complete the NSI Acquisition on the proposed terms or on the anticipated timeline, or at all; failure to achieve the anticipated benefits from the NSI Acquisition; other risks related to the completion of the NSI Acquisition and actions related thereto, including transaction costs and/or unknown or inestimable liabilities; risk factors related to the integration of NSI and the future opportunities and plans for the combined company; and other factors described in our Securities and Exchange Commission filings, including in the "Business", "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Forward-Looking Statements", and "Quantitative and Qualitative Disclosures about Market Risk" sections in our Annual Report on Form 10-K for the year ended December 31, 2025 and Quarterly Reports on Form 10-Q. Any such forward-looking statements are not guarantees of future performance and actual results, developments and business decisions may differ from those contemplated by such forward-looking statements. Hubbell disclaims any duty to update any forward-looking statement, all of which are expressly qualified by the foregoing, other than as required by law.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HUBBELL INCORPORATED

Date: June 8, 2026

By: /s/ Katherine A. Lane
Name: Katherine A. Lane
Title: Executive Vice President, General Counsel and Secretary

Exhibit 1.1

Execution Version

$1,900,000,000

HUBBELL INCORPORATED

4.650% Senior Notes due 2031

4.900% Senior Notes due 2033

5.150% Senior Notes due 2036

Underwriting Agreement

June 2, 2026

J.P. Morgan Securities LLC
BofA Securities, Inc.
HSBC Securities (USA) Inc.

As Representatives of the
several Underwriters listed
in Schedule I hereto

c/o J.P. Morgan Securities LLC
270 Park Avenue
New York, New York 10017

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

c/o HSBC Securities (USA) Inc.
66 Hudson Boulevard
New York, New York 10001

Ladies and Gentlemen:

Hubbell Incorporated, a Connecticut corporation (the "Company"), proposes to issue and sell to the several Underwriters listed in Schedule I hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), $500,000,000 principal amount of its 4.650% Senior Notes due 2031 (the "2031 Notes"), $700,000,000 principal amount of its 4.900% Senior Notes due 2033 (the "2033 Notes"), and $700,000,000 principal amount of its 5.150% Senior Notes due 2036 (the "2036 Notes" and together with the 2031 Notes and the 2033 Notes, the "Securities"). The Securities will be issued pursuant to an Indenture, dated as of September 15, 1995 (the "Base Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A. (successor as trustee to JPMorgan Chase Bank, N.A., The Chase Manhattan Bank and Chemical Bank)), as trustee, as amended and supplemented by the Eighth Supplemental Indenture to be dated as of June 8, 2026 by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") (the "Eighth Supplemental Indenture" and, the Base Indenture as amended and supplemented by the Eighth Supplemental Indenture, the "Indenture").

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

1. Registration Statement. The Company has prepared and filed with the U.S. Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement on Form S-3 (File No. 333-289041), including a prospectus, relating to the Securities. Such registration statement, at the time it became effective, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness ("Rule 430 Information"), is referred to herein as the "Registration Statement"; and as used herein, the term "Preliminary Prospectus" means any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act and the prospectus included in the Registration Statement at the time of its effectiveness that omits Rule 430 Information, and the term "Prospectus" means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities. Any reference in this agreement (this "Agreement") to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, as of the effective date of the Registration Statement or the date of such Preliminary Prospectus or the Prospectus, as the case may be, and any reference to "amend", "amendment" or "supplement" with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed by the Company after such date under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Exchange Act"), that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to 4:00 p.m. (New York City time) on June 2, 2026, the time when sales of the Securities were first made (the "Time of Sale"), the Company had prepared the following information (collectively, the "Time of Sale Information"): a Preliminary Prospectus dated June 2, 2026, and each "free-writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) listed on Annex A hereto.

2. Purchase of the Securities by the Underwriters. The Company agrees to issue and sell the Securities to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite such Underwriter's name in Schedule I hereto at a price equal to 98.869% of the principal amount thereof in the case of the 2031 Notes, 98.753% of the principal amount thereof in the case of the of the 2033 Notes, and 98.570% of the principal amount thereof in the case of the 2036 Notes, plus accrued interest, if any, from June 8, 2026, to the Closing Date (as defined below). The Company will not be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein.

(a) The Company understands that the Underwriters intend to make a public offering of the Securities as soon after the effectiveness of this Agreement as in the judgment of the Representatives is advisable, and initially to offer the Securities on the terms set forth in the Time of Sale Information. The Company acknowledges and agrees that the Underwriters may offer and sell Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Securities purchased by it to or through any Underwriter.

(b) Payment for and delivery of the Securities will be made at the offices of Davis Polk & Wardwell LLP at 10:00 a.m. (New York City time) on June 8, 2026, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Company and the Representatives may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(c) Payment for the Securities shall be made by wire transfer in immediately available funds to the account(s) specified by the Company to the Representatives against delivery to the nominee of The Depository Trust Company ("DTC"), for the account of the Underwriters, of one or more global notes representing the Securities (collectively, the "Global Note"), with any transfer taxes payable in connection with the sale of the Securities to the Underwriters duly paid by the Company. The Global Note will be made available for inspection by the Representatives not later than 1:00 p.m. (New York City time) on the business day prior to the Closing Date.

(d) The Company acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, neither the Representatives nor any other Underwriter is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and neither the Representatives nor any other Underwriter shall have any responsibility or liability to the Company with respect thereto. Any review by the Representatives or any Underwriter of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Representatives or such Underwriter and shall not be on behalf of the Company or any other person.

3. Representations and Warranties of the Company. The Company represents and warrants to each Underwriter that:

(a) *Preliminary Prospectus.* No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission; and each Preliminary Prospectus, at the time of filing thereof, complied in all material respects with the Securities Act and did not contain any untrue statement of a material fact or omit to state a material fact required to be

stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Preliminary Prospectus.

(b) *Time of Sale Information*. The Time of Sale Information, at the Time of Sale did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Preliminary Prospectus, the Time of Sale Information or the Prospectus. No statement of material fact included in the Prospectus has been omitted from the Time of Sale Information and no statement of material fact included in the Time of Sale Information that is required to be included in the Prospectus has been omitted therefrom.

(c) *Issuer Free Writing Prospectus.* The Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clauses (i), (ii) or (iii) below), an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act, (ii) any Preliminary Prospectus, (iii) the Prospectus, (iv) the documents listed on Annex A hereto which constitute part of the Time of Sale Information and (v) any electronic road show or other written communications, in each case approved in advance by the Representatives. Each such Issuer Free Writing Prospectus complied in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433 under the Securities Act) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus accompanying, or delivered prior to delivery of, such Issuer Free Writing Prospectus, did not at the Time of Sale, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus.

(d) *Registration Statement and Prospectus.* The Registration Statement is an "automatic shelf registration statement" (as defined under Rule 405 of the Securities Act) that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such registration statement or any post- effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering has been initiated or, to the knowledge of the Company, threatened by the Commission; as of the applicable effective date of the Registration Statement and any amendment thereto, the Registration Statement complied and will comply in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act"), and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date, the Prospectus did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto.

(e) *Incorporated Documents.* The documents incorporated by reference in each of the Registration Statement, the Prospectus and the Time of Sale Information, when such documents were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and none of such documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the Prospectus or the Time of Sale Information, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Financial Statements.* The financial statements and the related notes included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly in all material respects the consolidated financial position of the Company and its subsidiaries as of the dates indicated and the consolidated results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with U.S. generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby, and the supporting schedules included or incorporated by reference in each of the Registration Statement, the Prospectus and the Time of Sale Information, except as otherwise disclosed in such financial statements and such schedules, present fairly in all material respects the information required to be stated therein; and the other financial information included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus has been derived from the accounting records of the Company and its subsidiaries and presents fairly in all material respects the information shown thereby.

(g) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus, (i) there has not been any material change in the capital stock or long-term debt of the Company or any of its subsidiaries (other than in the ordinary course of business consistent with past practice), or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock (other than regular quarterly dividends declared or paid consistent with past practice), or any material adverse change, or any development involving a prospective material adverse change in or affecting the business, properties, financial position or results of operations of the Company and its subsidiaries taken as a whole; (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; and (iii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business, in either case that is material to the Company and its subsidiaries taken as a whole, from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except, in the case of each of clauses (i), (ii) and (iii), as otherwise disclosed or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus.

(h) *Organization and Good Standing.* The Company and each of its Significant Subsidiaries (as defined below) have been duly organized and are validly existing and in good standing under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all corporate or other similar power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified, in good standing or have such power or authority would not, individually or in the aggregate, have a material adverse effect on the business, properties, financial position or results of operations of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under this Agreement and the Securities (a "Material Adverse Effect"). The Company's only "significant subsidiaries" (as defined in Rule 405 under the Securities Act) are Hubbell Incorporated (Delaware), Hubbell Power Systems, Inc., Aclara Technologies LLC, Northern Star Holdings, Inc., Hubbell Corporate Holdings, Inc., Hubbell Canada Holdings 1 ULC and Hubbell Global Holdings, LP (collectively, the "Significant Subsidiaries").

(i) *Capitalization.* The Company had the capitalization as set forth in each of the Registration Statement, the Time of Sale Information and the Prospectus under the caption "Capitalization" as of the date specified therein; and all the outstanding shares of capital stock or other equity interests of each Significant Subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of any material lien, charge, encumbrance, security interest, restriction on voting or transfer or any other material claim of any third party, except as otherwise disclosed in each of the Registration Statement, the Time of Sale Information and the Prospectus.

(j) *Due Authorization.* The Company has the corporate power and authority to execute and deliver the Indenture, the Securities and this Agreement (collectively, the "Transaction Documents") and to perform its obligations thereunder and hereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken.

(k) *Indenture.* The Indenture has been duly authorized by the Company and has been or will have been duly qualified under the Trust Indenture Act; and the Base Indenture constitutes, and the Eighth Supplemental Indenture, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute, a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws relating to or affecting creditors' rights generally and general principles of equity (collectively, the "Enforceability Exceptions").

(l) *Securities.* The Securities have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture.

(m) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(n) *Descriptions of the Transaction Documents.* Each Transaction Document conforms or, when executed, will conform in all material respects to the description thereof contained in each of the Registration Statement, the Time of Sale Information and the Prospectus.

(o) *No Violation or Default.* Neither the Company nor any of its Significant Subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(p) *No Conflicts.* The execution, delivery and performance by the Company of each of the Transaction Documents, the issuance and sale of the Securities and the compliance by the Company with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or any of its Significant Subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational documents of the Company or any of its subsidiaries or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii), for any such conflict, breach, violation or default that would not, individually or in the aggregate, have a Material Adverse Effect.

(q) *No Consents Required*. No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company of each of the Transaction Documents, the issuance and sale of the Securities and the compliance by the Company with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, except for the registration of the Securities under the Securities Act, the qualification of the Indenture under the Trust Indenture Act and such consents, approvals, authorizations, orders and registrations or qualifications as may be required under applicable state securities laws in connection with the purchase and distribution of the Securities by the Underwriters.

(r) *Legal Proceedings.* Except as described in each of the Registration Statement, the Time of Sale Information and the Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings ("Actions") pending to which the Company or any of its subsidiaries is a party or to which any property, right or asset of the Company or any of its subsidiaries is the subject, and, to the knowledge of the Company, no Actions are threatened or contemplated by any governmental or regulatory authority or threatened by others, that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, would have a Material Adverse Effect; and (i) there are no current or pending Actions that are required under the Securities Act to be described in the Registration Statement, the Time of Sale Information or the Prospectus that are not so described in the Registration Statement, the Time of Sale Information or the Prospectus and (ii) there are no statutes, regulations, contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Time of Sale Information or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Time of Sale Information and the Prospectus.

(s) *Independent Accountants.* PricewaterhouseCoopers LLP, which has certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(t) *Title to Real and Personal Property.* The Company and its subsidiaries have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real and personal property that are material to the respective businesses of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries, (ii) would not, individually or in the aggregate, have a Material Adverse Effect or (iii) are described in the Registration Statement, the Time of Sale Information and the Prospectus.

(u) *Title to Intellectual Property.* (i) The Company and its subsidiaries own or have the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other worldwide intellectual property, industrial property and proprietary rights (collectively, "Intellectual Property") necessary for or used in the conduct of their respective businesses except where the failure to own, possess or have the right to use such Intellectual Property would not, individually or in the aggregate, have a Material Adverse Effect; (ii) to the Company's knowledge, the Company and its subsidiaries' conduct of their respective businesses does not infringe, misappropriate or otherwise violate any Intellectual Property of any person in any material respect; (iii) the Company and its subsidiaries have not received any written notice of any claim relating to Intellectual Property infringement or conflict with any such rights of others that, individually or in the aggregate, would have a Material Adverse Effect; and (iv) to the knowledge of the Company, the Intellectual Property of the Company and their subsidiaries is not being infringed, misappropriated or otherwise violated by any person in any material respect.

(v) *No Undisclosed Relationships.* No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries, on the one hand, and the directors, officers, or other affiliates, or shareholders of the Company or any of its subsidiaries, on the other, that is required by Item 404 of Regulation S-K under the Securities Act to be described in each of the Registration Statement and the Prospectus and that is not so described in such documents and in the Time of Sale Information.

(w) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in each of the Registration Statement, the Time of Sale Information and the Prospectus, will not be an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Investment Company Act").

(x) *Taxes.* The Company and its subsidiaries have paid all federal, state, local and foreign taxes required to be paid and filed all tax returns required to be filed, in each case, through the date hereof, and there is no tax deficiency that has been asserted against the Company or any of its subsidiaries or any of their respective properties or assets, in each case, except as otherwise disclosed in the Registration Statement, the Time of Sale Information and the Prospectus or as would not, individually or in the aggregate, have a Material Adverse Effect.

(y) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, sub-licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Registration Statement, the Time of Sale Information and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect; and except as described in each of the Registration Statement, the Time of Sale Information and the Prospectus or except where such revocation or modification would not, individually or in the aggregate, have a Material Adverse Effect, neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such license, sub-license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

(z) *No Labor Disputes.* No labor disturbance by, or dispute with, employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, except as would not have a Material Adverse Effect. Since December 31, 2024, neither the Company nor any of its subsidiaries has received any notice of cancellation or termination with respect to any collective bargaining agreement to which it is a party.

(aa) *Compliance With Environmental Laws.* (i) The Company and its subsidiaries (A) are, and at all prior times were, in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, requirements, decisions and orders relating to the protection of human health or safety, the environment, natural resources, hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"); (B) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (C) have not received notice of any actual or potential liability under or relating to any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its subsidiaries; and (iii) (A) except as described in each of the Time of Sale Information and the Prospectus, there are no proceedings that are pending, or that are known to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceedings regarding which it is reasonably believed no monetary sanctions of $100,000 or more will be imposed, (B) the Company and its subsidiaries are not aware of any issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants, and (C) none of the Company and its subsidiaries anticipates capital expenditures relating to any Environmental Laws, except in the case of each of (i), (ii), (iii)(B) and (iii)(C) above, (x) as disclosed in each of the Registration Statement, the Time of Sale Information and the Prospectus or (y) for any such failure to comply, or failure to receive required permits, licenses or approvals, or cost, issues, liabilities or obligations or capital expenditures, as would not, individually or in the aggregate, have a Material Adverse Effect.

(bb) *Disclosure Controls*. The Company and its Significant Subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company and its Significant Subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(cc) *Accounting Controls.* The Company and its Significant Subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company and its Significant Subsidiaries maintain internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Prospectus and the Time of Sale Information is prepared in accordance with the Commission's rules and guidelines applicable thereto. Except as disclosed in each of the Registration Statement, the Time of Sale Information and the Prospectus, there are no material weaknesses or significant deficiencies in the Company's internal controls.

(dd) *Insurance.* Except as would not have a Material Adverse Effect, the Company and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are adequate to protect the Company and its subsidiaries and their respective businesses; and except as would not have a Material Adverse Effect, neither the Company nor any of its subsidiaries has (i) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

(ee) *No Unlawful Payments*. Neither the Company nor any of its subsidiaries nor any director or officer of the Company or any Significant Subsidiary nor, to the knowledge of the Company, any director or officer of any other subsidiary, any employee, agent, affiliate or other authorized representative of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) has taken any action, directly or indirectly, that would result in a violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws in any jurisdiction where the Company or any of its subsidiaries conducts business; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful payment or benefit. The Company and its subsidiaries have instituted, and maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(ff) *Compliance with Anti-Money Laundering Laws*. (i) The operations of the Company and its subsidiaries are and, since January 1, 2024, have been conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable anti-money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts material business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"), and (ii) no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(gg) *No Conflicts with Sanctions Laws.* Neither the Company nor any of its subsidiaries nor any director or officer of the Company or any Significant Subsidiary nor, to the knowledge of the Company, any director or officer of any other subsidiary, any employee, agent, affiliate or other authorized representative of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, His Majesty's Treasury ("HMT"), or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, the Crimea and the non-government controlled areas of Ukraine, Cuba, Iran, North Korea, Sudan and Syria (with respect to Syria, only until July 1,

2025) (each, a "Sanctioned Country"); and the Company will not directly or, to its knowledge, indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. Since April 24, 2019, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(hh) *No Restrictions on Subsidiaries*. No Significant Subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company, except for any such restriction that would not reasonably be expected to adversely affect the Company's ability to make payments on the Securities when due.

(ii) *No Registration Rights*. No person has the right to require the Company or any of its subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission or the issuance and sale of the Securities.

(jj) *No Stabilization.* The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(kk) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included or incorporated by reference in any of the Registration Statement, the Time of Sale Information or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(ll) *Statistical and Market Data*. Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(mm) *Sarbanes-Oxley Act*. Since January 1, 2024, there is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 (related to loans) and Sections 302 and 906 (related to certifications).

(nn) *Status under the Securities Act*. The Company is not an "ineligible issuer" and is a "well-known seasoned issuer" (in each case as defined under the Securities Act) in each case at the times specified in the Securities Act in connection with the offering of the Securities.

(oo) *eXtensible Business Reporting Language.* The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto in all material respects.

(pp) *Cybersecurity; Data Protection.* The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of its information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") and all data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses, and to the knowledge of the Company, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any material incidents under internal review or investigations relating to the same. The Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

Any certificate signed by any officer on behalf of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company as to matters covered thereby to each Underwriter.

4. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Required Filings.* The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus (including the Pricing Term Sheet referred to in Annex A hereto) to the extent required by Rule 433 under the Securities Act; and the Company will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 a.m. (New York City time), on the business day next succeeding the date of this Agreement in such quantities as the Representatives may reasonably request. The Company will pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(b) *Delivery of Documents.* The Company will deliver, without charge, (i) to the Representatives, upon request, two conformed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith and documents incorporated by reference therein; and (ii) to each Underwriter (A) upon request, a conformed copy of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and documents incorporated by reference therein) and each Issuer Free Writing Prospectus as the Representatives may reasonably request. As used herein, the term "Prospectus Delivery Period" means such period of time after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters a prospectus relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities by any Underwriter or dealer.

(c) *Amendments or Supplements; Issuer Free Writing Prospectuses.* Before making, preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus the Company will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not make, prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object.

(d) *Notice to the Representatives.* Prior to the Closing, the Company will advise the Representatives promptly, and confirm such advice in writing, (i) when any amendment to the Registration Statement has been filed or becomes effective; (ii) when any supplement to the Prospectus or any amendment to the Prospectus or any Issuer Free Writing Prospectus has been filed; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (iv) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus or the Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (v) of the occurrence of any event within the Prospectus Delivery Period as a result of which the Prospectus, the Time of Sale Information or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Time of Sale Information or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act;

and (vii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use all commercially reasonable efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus or the Prospectus or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(e) *Time of Sale Information.* If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it is necessary to amend or supplement the Time of Sale Information to comply with law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to Section (c) hereof, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Time of Sale Information (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in any of the Time of Sale Information as so amended or supplemented (including such documents to be incorporated by reference therein) will not, in the light of the circumstances under which they were made, be misleading or so that any of the Time of Sale Information will comply with law.

(f) *Ongoing Compliance*. If during the Prospectus Delivery Period (i) any event shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to Section (c) hereof, file with the Commission and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Prospectus (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in the Prospectus as so amended or supplemented (including such documents to be incorporated by reference) will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.

(g) *Blue Sky Compliance.* The Company will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Securities; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(h) *Earning Statement.* The Company will make generally available to its security holders and the Representatives as soon as reasonably practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the "effective date" (as defined in Rule 158 under the Securities Act) of the Registration Statement.

(i) *Clear Market.* During the period from the date hereof through and including the business day following the Closing Date, the Company will not, without the prior written consent of the Representatives, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by the Company and having a tenor of more than one year.

(j) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Securities as described in each of the Registration Statement, the Time of Sale Information and the Prospectus under the caption "Use of proceeds."

(k) *DTC*. The Company will provide reasonable assistance to the Underwriters in arranging for the Securities to be eligible for clearance and settlement through DTC.

(l) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(m) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

5. Certain Agreements of the Underwriters. Each Underwriter hereby represents and agrees, severally and not jointly, that:

(a) It has not and will not use, authorize use of, refer to, or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that, solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433, (ii) any Issuer Free Writing Prospectus listed on Annex A or prepared pursuant to Section 3(c) or Section 4(c) hereof (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an "Underwriter Free Writing Prospectus"). Notwithstanding the foregoing, the Underwriters may use the Pricing Term Sheet referred to in Annex A hereto without the consent of the Company.

(b) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period).

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase Securities on the Closing Date as provided herein is subject to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) *Representations, Warranties and Agreements.* The representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the Closing Date; the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date; and the Company has complied in all material respects with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder prior to or at the Closing Date.

(c) *No Downgrade.* Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Securities or any other debt securities issued or guaranteed by the Company or any of its subsidiaries by any "nationally recognized statistical rating organization," as such term is defined under Section 3(a)(62) of the Exchange Act and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Securities or of any other debt securities issued or guaranteed by the Company or any of its subsidiaries (other than an announcement with positive implications of a possible upgrading).

(d) *No Material Adverse Change.* No event or condition of a type described in Section 3(g) hereof shall have occurred or shall exist, which event or condition is not described in each of the Time of Sale Information (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus.

(e) *Officers' Certificate.* The Representatives shall have received on and as of the Closing Date a certificate of two executive officers of the Company who are reasonably satisfactory to the Representatives confirming (i) that each such officer has carefully reviewed the Registration Statement, the Time of Sale Information and the Prospectus and (ii) to the knowledge of each such officer, to the effect set forth in 6(a), 6(b), 6(c) and 6(d) hereof.

(f) *Comfort Letters.* On the date of this Agreement and on the Closing Date, PricewaterhouseCoopers LLP shall have furnished to the Representatives, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives and PricewaterhouseCoopers LLP, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to the Closing Date.

(g) *Opinion of Connecticut Counsel for the Company.* Robinson & Cole LLP, Connecticut counsel for the Company, shall have furnished to the Representatives, at the request of the Company, their written opinion, in form and substance reasonably satisfactory to the Underwriters, dated the Closing Date and addressed to the Underwriters.

(h) *Opinions of Counsel for the Company.* Wachtell, Lipton, Rosen & Katz, counsel for the Company, shall have furnished to the Representatives, at the request of the Company, (i) their written opinion, in form and substance reasonably satisfactory to the Underwriters dated the Closing Date and addressed to the Underwriters, and (ii) their negative assurance statement, in form and substance reasonably satisfactory to the Underwriters, dated the Closing Date and addressed to the Underwriters.

(i) *Opinions of Counsel for the Underwriters.* The Representatives shall have received a written opinion and negative assurance statement, dated the Closing Date, of Davis Polk & Wardwell LLP, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(j) *No Legal Impediment to Issuance*. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state, local or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities.

(k) *Good Standing*. The Representatives shall have received on and as of the Closing Date satisfactory evidence of the good standing or valid corporate existence, as the case may be, of the Company and each of its Significant Subsidiaries in their respective jurisdictions of organization, in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(l) *DTC*. The Securities shall be eligible for clearance and settlement through DTC.

(m) *Indenture and Securities*. The Eighth Supplemental Indenture shall have been duly executed and delivered by duly authorized officers of each of the Company and the Trustee, and the Securities shall have been duly executed and delivered by a duly authorized officer of the Company and duly authenticated by the Trustee.

(n) *Additional Documents.* Prior to or on the Closing Date, the Company shall have furnished to the Representatives such further customary certificates and documents as the Representatives may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters.* The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Time of Sale Information, or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use therein.

(b) *Indemnification of the Company.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors and officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in Section (a), but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representative expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Time of Sale Information, it being understood and agreed that the only such information consists of the following paragraphs in the Preliminary Prospectus and the Prospectus: (i) the third paragraph under the heading “Underwriting,” relating to concessions and reallowances, and (ii) the sixth and seventh paragraphs under the heading “Underwriting,” relating to stabilization, syndicate covering transactions and penalty bids.

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either Section 7(a) or 7(b), such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under this Section 7 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under this Section 7. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 7 that the Indemnifying Person may designate in such proceeding and shall pay the reasonable fees and expenses of such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by J.P. Morgan Securities LLC, BofA Securities, Inc. and HSBC Securities (USA) Inc. and any such separate firm for the Company, its directors and officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in Sections 7(a) and 7(b) is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand, and the Underwriters, on the other, from the offering of the Securities or if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Underwriters, on the other, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Securities and the total underwriting discounts and commissions received by the Underwriters in connection therewith, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate offering price of the Securities. The relative fault of the Company, on the one hand, and the Underwriters, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section (d). The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in Section (d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

8. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

9. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Company, if after the execution and delivery of this Agreement and on or prior to the Closing Date trading generally shall have been suspended or materially limited on the New York Stock Exchange or the over-the-counter market; trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities or a material disruption in commercial banking or securities settlement and clearance services shall have occurred; or there shall have occurred any outbreak or escalation of hostilities or acts of terrorism involving the United States or declaration of national emergency or war by the United States or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus.

10. Defaulting Underwriter. If, on the Closing Date, any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Company shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Underwriters may be necessary in the Registration Statement, the Time of Sale Information and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement, the Time of Sale Information and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule I hereto that, pursuant to this Section 10, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(a) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in Section 10(a), the aggregate principal amount of such Securities that remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Company shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities that such Underwriter agreed to purchase hereunder plus such Underwriter's pro rata share (based on the principal amount of Securities that such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in Section 10(a), the aggregate principal amount of such Securities that remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Company shall not exercise the right described in Section 10(b), then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 11 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(c) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

11. Payment of Expenses. Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company agrees to pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including, without limitation, the following: (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities to the Underwriters and any transfer taxes payable in connection therewith; (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Time of Sale Information and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Company's counsel (but not, for the avoidance of doubt, the fees and expenses of counsel to the Underwriters) and independent public registered accounting firm; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum, including the related fees and expenses of counsel for the Underwriters (not to exceed $7,550); (vi) any fees charged by rating agencies for rating the Securities; (vii) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (viii) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, the Financial Industry Regulatory Authority, Inc. and the approval of the Securities for book-entry transfer by DTC; and (ix) all expenses incurred by the Company in connection with any "road show" presentation to potential investors.

(a) If this Agreement is terminated (i) pursuant to Section 9(ii), (ii) because of any failure or refusal on the part of the Company to comply with the terms of this Agreement or (iii) for any reason, the Company shall be unable to perform its obligations under this Agreement, including any failure to tender the Securities for delivery to the Underwriters, the Company agrees, in each case, to reimburse the Underwriters for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Agreement and the offering contemplated hereby.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of each Underwriter referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company and the Underwriters contained in this Agreement or made by or on behalf of the Company or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company or the Underwriters.

14. Certain Defined Terms. For purposes of this Agreement, except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act.

15. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

16. Recognition of the U.S. Special Resolution Regimes. In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from the Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of the Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against the Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For the purposes of this Section 16: (a) "BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); (b) "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); (c) "Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; (d) "U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

17. Miscellaneous.

(a) *Authority of the Representatives.* Any action by the Underwriters hereunder may be taken by J.P. Morgan Securities LLC, BofA Securities, Inc. and HSBC Securities (USA) Inc. on behalf of the Underwriters, and any such action taken by J.P. Morgan Securities LLC, BofA Securities, Inc. and HSBC Securities (USA) Inc. shall be binding upon the Underwriters.

(b) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication, including electronic mail. Notices to the Underwriters shall be given to the Representatives c/o J.P. Morgan Securities LLC, 270 Park Avenue, New York, New York 10017 (fax: 212-834-6081), Attention: Investment Grade Syndicate Desk; c/o BofA Securities, Inc., 114 W 47th Street, NY8-114-07-01, New York, New York 10036 (fax: 212-901-7881), Attention: High Grade Transaction Debt Capital Markets Management/Legal; and c/o HSBC Securities (USA) Inc., 66 Hudson Boulevard, New York, New York 10001, fax: 646-366-3229, Email: tmg.americas@us.hsbc.com, Attention: DCM Legal Americas. Notices to the Company shall be given to it at Hubbell Incorporated, 40 Waterview Drive, Shelton, Connecticut 06484-1000 ; Attention: General Counsel.

(c) *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Submission to Jurisdiction*. The Company and each Underwriter hereby submits to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each Underwriter waives any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. The Company and each Underwriter agrees that a final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company or the applicable Underwriter, as the case may be, and may be enforced in any court to the jurisdiction of which Company or the applicable Underwriter, as the case may be, is subject by a suit upon such judgment.

(e) *Waiver of Jury Trial*. Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(f) *Counterparts; Electronic Signatures*. This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Agreement or in any instruments, agreements, certificates, legal opinions, negative assurance letters or other documents entered into or delivered pursuant to or in connection with this Agreement or the Indenture shall include images of manually executed signatures

transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

(g) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(h) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[*Signatures follow on next page*]

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

HUBBELL INCORPORATED

By: /s/ Jonathon B. Murphy
Name: Jonathon B. Murphy
Title: Treasurer

J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi
Name: Robert Bottamedi
Title: Executive Director

BOFA SECURITIES, INC.

By: /s/ Sandeep Chawla
Name: Sandeep Chawla
Title: Managing Director

HSBC SECURITIES (USA) INC.

By: /s/ Patrice Altongy
Name: Patrice Altongy
Title: Managing Director

For themselves and on behalf of the
several Underwriters listed
in Schedule I hereto

Schedule I

Underwriter	Principal Amount of 2031 Notes	Principal Amount of 2033 Notes	Principal Amount of 2036 Notes
J.P. Morgan Securities LLC	130,000,000	182,000,000	182,000,000
BofA Securities, Inc	130,000,000	182,000,000	182,000,000
HSBC Securities (USA) Inc.	130,000,000	182,000,000	182,000,000
Citigroup Global Markets Inc.	20,000,000	28,000,000	28,000,000
M&T Securities, Inc.	20,000,000	28,000,000	28,000,000
TD Securities (USA) LLC	20,000,000	28,000,000	28,000,000
U.S. Bancorp Investments, Inc.	20,000,000	28,000,000	28,000,000
Academy Securities, Inc.	10,000,000	14,000,000	14,000,000
Citizens JMP Securities, LLC	10,000,000	14,000,000	14,000,000
Morgan Stanley & Co. LLC	10,000,000	14,000,000	14,000,000
Total	**$500,000,000**	**$700,000,000**	**$700,000,000**

Additional Time of Sale Information

- Pricing Term Sheet, dated June 2, 2026, substantially in the form of Annex B.

Pricing Term Sheet

[Attached]

HUBBELL INCORPORATED

$500,000,000 4.650% Senior Notes due 2031

$700,000,000 4.900% Senior Notes due 2033

$700,000,000 5.150% Senior Notes due 2036

This free writing prospectus relates only to the securities described below and should be read together with Hubbell Incorporated's preliminary prospectus supplement dated June 2, 2026 (the "Preliminary Prospectus Supplement"), the accompanying prospectus dated June 2, 2026 and the documents incorporated and deemed to be incorporated by reference therein.

Issuer:	Hubbell Incorporated
Title of Securities:	4.650% Senior Notes due 2031 (the "2031 Notes") 4.900% Senior Notes due 2033 (the "2033 Notes") 5.150% Senior Notes due 2036 (the "2036 Notes", collectively with the 2031 Notes and the 2033 Notes, the "Notes")
Principal Amount:	2031 Notes: $500,000,000 2033 Notes: $700,000,000 2036 Notes: $700,000,000
Maturity:	2031 Notes: June 15, 2031 2033 Notes: June 15, 2033 2036 Notes: June 15, 2036
Coupon (Interest Rate):	2031 Notes: 4.650% 2033 Notes: 4.900% 2036 Notes: 5.150%
Issue Price (Price to Public):	2031 Notes: 99.469% of principal amount 2033 Notes: 99.378% of principal amount 2036 Notes: 99.220% of principal amount
Benchmark Treasury:	2031 Notes: 4.125% due May 31, 2031 2033 Notes: 4.250% due May 31, 2033 2036 Notes: 4.375% due May 15, 2036
Spread to Benchmark Treasury:	2031 Notes: 60 basis points 2033 Notes: 70 basis points 2036 Notes: 80 basis points

Benchmark Treasury Price and Yield:	2031 Notes: 99-25+; 4.170% 2033 Notes: 99-21¼; 4.306% 2036 Notes: 99-12+; 4.451%
Yield to Maturity	2031 Notes: 4.770% 2033 Notes: 5.006% 2036 Notes: 5.251%
Interest Payment Dates:	2031 Notes: June 15 and December 15, commencing December 15, 2026 2033 Notes: June 15 and December 15, commencing December 15, 2026 2036 Notes: June 15 and December 15, commencing December 15, 2026
Optional Redemption Provisions:	2031 Notes: Treasury plus 10 basis points prior to May 15, 2031 (the date that is one month prior to the scheduled maturity date of the Notes). At any time on or after May 15, 2031 (the date that is one month prior to the scheduled maturity date of the Notes), we may redeem the Notes at par. Accrued and unpaid interest, if any, will be paid up to, but excluding, the optional redemption date. 2033 Notes: Treasury plus 15 basis points prior to April 15, 2033 (the date that is two months prior to the scheduled maturity date of the Notes). At any time on or after April 15, 2033 (the date that is two months prior to the scheduled maturity date of the Notes), we may redeem the Notes at par. Accrued and unpaid interest, if any, will be paid up to, but excluding, the optional redemption date. 2036 Notes: Treasury plus 15 basis points prior to March 15, 2036 (the date that is three months prior to the scheduled maturity date of the Notes). At any time on or after March 15, 2036 (the date that is three months prior to the scheduled maturity date of the Notes), we may redeem the Notes at par. Accrued and unpaid interest, if any, will be paid up to, but excluding, the optional redemption date.
Special Mandatory Redemption Provisions:	As described in the Preliminary Prospectus Supplement dated June 2, 2026.

Change of Control Offer:	As described in the Preliminary Prospectus Supplement.
Legal Format:	SEC-registered
Trade Date:	June 2, 2026
Settlement Date:	T+4; June 8, 2026
Joint Book-Running Managers:	J.P. Morgan Securities LLC BofA Securities, Inc. HSBC Securities (USA) Inc.
Senior Co-Managers:	Citigroup Global Markets Inc. M&T Securities, Inc. TD Securities (USA) LLC U.S. Bancorp Investments, Inc.
Co-Managers:	Academy Securities, Inc. Citizens JMP Securities, LLC Morgan Stanley & Co. LLC
CUSIP:	2031 Notes: 443510 AM4 2033 Notes: 443510 AN2 2036 Notes: 443510 AP7
ISIN:	2031 Notes: US443510AM41 2033 Notes: US443510AN24 2036 Notes: US443510AP71
Expected Ratings (Moody's / S&P / Fitch)*:	[intentionally omitted]

The underwriters expect to deliver the securities to purchasers on or about June 8, 2026, which will be the fourth business day following the date of pricing of the securities (such settlement cycle being herein referred to as "T+4"). Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in one business day, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the securities prior to the business day before the delivery of the securities will be required, by virtue of the fact that the securities initially will settle in T+4, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the securities who wish to trade the securities prior to the business day before the delivery of the securities should consult their own advisor.

* A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC's website at www.sec.gov.

Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling J.P. Morgan Securities LLC collect at (212) 834-4533, BofA Securities, Inc. toll free at (800) 294-1322 or HSBC Securities (USA) Inc. toll-free at (866) 811-8049.

HUBBELL INCORPORATED,

as Issuer

AND

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

as Trustee

EIGHTH SUPPLEMENTAL INDENTURE

Dated as of June 8, 2026

To

INDENTURE

Dated as of September 15, 1995

4.650% Senior Notes due 2031

4.900% Senior Notes due 2033

5.150% Senior Notes due 2036

EIGHTH SUPPLEMENTAL INDENTURE, dated as of June 8, 2026 (this "**Eighth Supplemental Indenture**"), between HUBBELL INCORPORATED, a Connecticut corporation (and any person that succeeds thereto, and is substituted therefor, under the terms of the Indenture (as defined below), the "**Company**"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as Trustee (the "**Trustee**").

WHEREAS, the Company and Chemical Bank (the "**Original Trustee**") executed and delivered an Indenture, dated as of September 15, 1995 (the "**Base Indenture**" as heretofore supplemented and as amended and supplemented by this Eighth Supplemental Indenture, the "**Indenture**"), to provide for the issuance by the Company, from time to time, of senior unsecured debt securities, consisting of debentures, notes, bonds and/or other unsecured evidences of indebtedness, to be issued in one or more series, as provided in the Base Indenture;

WHEREAS, subsequent to the date of the Base Indenture, The Bank of New York Mellon Trust Company, N.A. (the "**Initial Successor Trustee**") acquired the trustee business of a successor to the Original Trustee and succeeded the Original Trustee as the Initial Successor Trustee under the Base Indenture as heretofore supplemented;

WHEREAS, the Company desires to designate the Trustee as trustee under the Base Indenture solely with respect to the Notes (as defined below) and any other Debt Securities issued thereunder for which the Trustee may be designated from time to time as trustee, in lieu of the Initial Successor Trustee, and the Trustee desires to accept such designation;

WHEREAS, the Company previously issued (a) $300,000,000 aggregate principal amount of 5.95% Senior Notes due 2018 pursuant to that certain First Supplemental Indenture, dated as of June 2, 2008, between the Company and the Initial Successor Trustee, which 5.95% Senior Notes due 2018 the Company has previously redeemed in full, (b) $300,000,000 aggregate principal amount of 3.625% Senior Notes due 2022 pursuant to that certain Second Supplemental Indenture, dated as of November 17, 2010, between the Company and the Initial Successor Trustee, which 3.625% Senior Notes due 2022 the Company has previously redeemed in full, (c) $400,000,000 aggregate principal amount of 3.350% Senior Notes due 2026 pursuant to that certain Third Supplemental Indenture, dated as of March 1, 2016, between the Company and the Initial Successor Trustee, (d) $300,000,000 aggregate principal amount of 3.150% Senior Notes due 2027 pursuant to that certain Fourth Supplemental Indenture, dated as of August 3, 2017, between the Company and the Initial Successor Trustee, (e) $450,000,000 aggregate principal amount of 3.500% Senior Notes due 2028 pursuant to that certain Fifth Supplemental Indenture, dated as of February 2, 2018, between the Company and the Initial Successor Trustee, (f) $300,000,000 aggregate principal amount of 2.300% Senior Notes due 2031 pursuant to that certain Sixth Supplemental Indenture, dated as of March 12, 2021, between the Company and the Initial Successor Trustee, and (g) $400,000,000 aggregate principal amount of 4.800% Senior Notes due 2035 pursuant to that certain Seventh Supplemental Indenture, dated as of November 14, 2025, between the Company and the Trustee;

WHEREAS, pursuant to the resolutions of the Board of Directors of the Company, dated as of April 24, 2026, the Company authorized the creation and issuance of three series of its Debt Securities under the Base Indenture, designated as the "4.650% Senior Notes due 2031" in the initial aggregate principal amount of $500,000,000 (the "**2031 Notes**"), "4.900% Senior Notes due 2033" in the initial aggregate principal amount of $700,000,000 (the "**2033 Notes**") and "5.150% Senior Notes due 2036" in the initial aggregate principal amount of $700,000,000 (the "**2036 Notes**", and, together with the 2031 Notes and the 2033 Notes, the "**Notes**");

WHEREAS, Section 11.01 of the Base Indenture provides that, without prior notice to or the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental to the Base Indenture as heretofore supplemented to establish the forms or terms of Debt Securities as permitted by Sections 2.01 and 3.01 of the Base Indenture;

WHEREAS, the Company desires to establish the forms and terms of the Notes in accordance with Sections 2.01 and 3.01 of the Base Indenture;

WHEREAS, the Company has determined that this Eighth Supplemental Indenture is authorized and permitted by Section 11.01 of the Base Indenture and has delivered to the Trustee an Opinion of Counsel and an Officers' Certificate to that effect and an Opinion of Counsel and an Officers' Certificate pursuant to Section 1.02 of the Base Indenture to the effect that all conditions precedent provided for in the Base Indenture as heretofore supplemented to the Trustee's execution and delivery of this Eighth Supplemental Indenture have been complied with;

WHEREAS, the Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions; and

WHEREAS, all things necessary to make this Eighth Supplemental Indenture a valid agreement of the Company, in accordance with its terms, and to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been performed, and the execution and delivery of this Eighth Supplemental Indenture has been duly authorized in all respects.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 ***Definition of Terms.*** For all purposes of this Eighth Supplemental Indenture, except as otherwise expressly provided or unless the context requires otherwise:

(a) a term defined in the Base Indenture and not otherwise defined herein has the same meaning when used in this Eighth Supplemental Indenture; and

(b) the following terms have the meanings given to them in this Section 1.1(b) and shall have the meanings set forth below for purposes of this Eighth Supplemental Indenture and the Base Indenture as it relates to the Notes created hereby (it being understood that any such terms appearing in the Base Indenture shall, with respect to the Notes, be deemed amended and restated, and superseded, in their entirety by the following):

"**Additional Notes**" shall have the meaning set forth in Section 8.1 hereof.

"**Applicable Premium**" shall, with respect to each series of Notes, as applicable, have the meaning set forth in Exhibits A-1, A-2 and A-3 attached hereto, as applicable.

"**Attributable Debt**" means, with respect to a Sale and Leaseback Transaction with respect to any Principal Property, the lesser of: (a) the fair market value of such property (as determined in good faith by the Company's Board of Directors at the time of entering into such Sale and Leaseback Transaction); or (b) the present value of the total net amount of rent required to be paid under such lease during the remaining term thereof (including any period for which such lease has been extended and excluding any unexercised renewal or other extension options exercisable by the lessee, and excluding amounts on account of maintenance and repairs, services, taxes and similar charges and contingent rents), discounted at the rate of interest set forth or implicit in the terms of such lease (or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the applicable series of Notes) compounded semi-annually. In the case of any lease which is terminable by the lessee upon the payment of a penalty, such net amount will be the lesser of the net amount determined assuming termination upon the first date such lease may be terminated (in which case the net amount will also include the amount of the penalty, but no rent will be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated) or the net amount determined assuming no such termination.

"**Board of Directors**" means, as to any Person, the board of directors or managers, as applicable, of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such Person) or any authorized committee thereof.

"**Business Day**" means, with respect to the Notes, any day other than a Saturday, Sunday or other day on which banking institutions in New York City or in the city where the Corporate Trust Office or Place of Payment is located are authorized or obligated by law, regulation or executive order to close.

"**Change of Control Triggering Event**" shall, with respect to each series of Notes, as applicable, have the meaning set forth in Exhibits A-1, A-2 and A-3 attached hereto, as applicable.

"**Consolidated Net Tangible Assets**" means, at any time, the excess over current liabilities of all assets, less goodwill, trademarks, patents, other like intangibles and the minority interests of others in Subsidiaries, of the Company and its consolidated Subsidiaries, determined on a consolidated basis in accordance with generally accepted accounting principles, as of the end of the most recently completed accounting period of the Company for which financial information is then available.

"**Corporation**" means any corporation, association, company (including any joint stock company and limited liability company) and business trust.

"**Debt**" shall have the meaning set forth in Section 12.07 of the Base Indenture (as modified by the Eighth Supplemental Indenture).

"**Discharged**" means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by, and obligations under, the Notes of such series and to have satisfied all the obligations under the Indenture relating to the Notes of such series (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same), except (a) the rights of Holders of the Notes of such series to receive, from the trust fund described in Section 15.02(1) of the Base Indenture (as modified by the Eighth Supplemental Indenture), payment of the principal of (and premium, if any) and interest on such Notes when such payments are due, (b) the Company's obligations with respect to the Notes of such series under Sections 3.04, 3.05, 3.06, 12.03 and 15.03 and under Section 6.07 of the Base Indenture, as supplemented and amended as of the relevant time, and (c) the rights, powers, trusts, duties and immunities of the Trustee under the Base Indenture, as supplemented and amended as of the relevant time.

"**DTC**" shall have the meaning set forth in Section 2.4 hereof.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Funded Debt**" means Debt which matures more than one year from the date of creation, or which is extendable or renewable at the sole option of the obligor so that it may become payable more than one year from such date or which is classified, in accordance with United States generally accepted accounting principles, as long-term debt on the consolidated balance sheet for the most-recently ended fiscal quarter (or if incurred subsequent to the date of such balance sheet, would have been so classified) of the Person for which the determination is being made. Funded Debt does not include (a) obligations created pursuant to leases, (b) any Debt or portion thereof maturing by its terms within one year from the time of any computation of the amount of outstanding Funded Debt unless such debt shall be extendable or renewable at the sole option of the obligor in such manner that it may become payable more than one year from such time, or (c) any Debt for which money in the amount necessary for the payment or redemption of such Debt is deposited in trust either at or before the maturity date thereof.

"**Government**" means the government of the United States and any department, agency or instrumentality or political subdivision thereof and the government of any foreign country with which the Company or its Subsidiaries is permitted to do business under applicable law and any department, agency or political subdivision thereof.

"**Interest Payment Date**" shall have the meaning set forth in Section 2.3(a) hereof.

"**Mortgage**" means, with respect to any property or assets, any mortgage, pledge, lien or encumbrance on or with respect to such property or assets (including any conditional sale or other title retention agreement having substantially the same economic effect as any of the foregoing).

"**Principal Property**" means any parcel of real property and related fixtures or improvements owned by the Company or any Restricted Subsidiary and located in the United States, the net book value of which (after deduction of accumulated depreciation) on the date of determination exceeds 1.0% of Consolidated Net Tangible Assets, other than any such real property and related fixtures or improvements which, as determined in good faith by the Company's Board of Directors, is not of material importance to the total business conducted by the Company and its Subsidiaries, taken as a whole.

"**Regular Record Date**" means, with respect to any Interest Payment Date, the June 1 and December 1 (whether or not a Business Day) preceding the relevant Interest Payment Date.

"**Responsible Officer**" when used with respect to the Trustee means any officer of the Trustee and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and who, in each case, shall have direct responsibility for the administration of this Indenture.

"**Restricted Subsidiary**" means, with respect to the Company, any Subsidiary that is a "significant subsidiary" as such term is defined in Rule 1-02(w) of Regulation S-X under the Securities Act; *provided*, that a Subsidiary will not be a Restricted Subsidiary if (a) it is principally engaged in the business of finance, banking, credit, leasing, insurance, investments, financial services or other similar operations, or any combination thereof; (b) it is principally engaged in financing the Company's operations outside the continental United States of America; (c) substantially all of its assets consist of the capital stock of one or more of the Subsidiaries engaged in the operations described in the preceding clause (a) or (b) or any combination thereof; (d) a majority of its Voting Stock will at the time be owned directly or indirectly by one or more Subsidiaries which are not Restricted Subsidiaries; or (e)(i) it has issued and sold either (x) equity securities with aggregate net proceeds in excess of $10,000,000 or (y) debt securities aggregating $10,000,000 or more in principal amount, or (ii) the Company has sold equity securities of such Subsidiary with aggregate net proceeds to the Company in excess of $10,000,000; *provided*, *however*, that the securities referred to in this clause (e) were issued under a registration statement filed with the Commission pursuant to the Securities Act.

"**Sale and Leaseback Transaction**" means any arrangement with any Person providing for the leasing by the Company or any Restricted Subsidiary of any Principal Property which has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person with the intention of taking back a lease of such property; *provided*, that "Sale and Leaseback Transaction" will not include such arrangements that were existing on the date of the Eighth Supplemental Indenture or at the time any Person owning a Principal Property becomes a Restricted Subsidiary.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Special Mandatory Redemption Event**" shall, with respect to each series of Notes, as applicable, have the meaning set forth in Exhibits A-1, A-2 and A-3 attached hereto, as applicable.

"**Stated Maturity Date**" shall have the meaning set forth in Section 2.2 hereof.

"**Subsidiary**" means any Corporation or other entity of which at least a majority of the outstanding capital stock or other equity interests having by the terms thereof ordinary voting power to elect a majority of the directors, managers, trustees or equivalent of such Corporation or other entity, irrespective of whether or not, at the time, capital stock or other equity interests of any other class or classes of such Corporation or other entity have or might have voting power by reason of the happening of any contingency, is at the time, directly or indirectly, owned or controlled by the Company or by one or more Subsidiaries thereof, or by the Company and one or more Subsidiaries thereof.

"**Successor Corporation**" shall have the meaning set forth in Section 10.01 of the Base Indenture (as modified by the Eighth Supplemental Indenture).

"**U.S. Government Obligations**" means securities that are (a) direct obligations of the United States for the payment of which its full faith and credit is pledged, or (b) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States, which, in either case under clause (a) or (b), are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such U.S. Government Obligation or a specific payment of interest on or principal of any such U.S. Government Obligation held by such custodian for the account of the holder of a depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of interest on or principal of the U.S. Government Obligation evidenced by such depository receipt.

"**USA Patriot Act**" shall have the meaning set forth in Section 10.9 hereof.

ARTICLE 2
GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.1 ***Designation and Principal Amount.*** The Notes may be issued from time to time upon Company Order for the authentication and delivery of the Notes pursuant to Sections 3.01 and 3.03 of the Base Indenture. There is hereby authorized (a) a series of Debt Securities designated as the "4.650% Senior Notes due 2031," initially limited in aggregate principal amount to $500,000,000, (b) a series of Debt Securities designated as the "4.900% Senior Notes due 2033," initially limited in aggregate principal amount to $700,000,000 and (c) a series of Debt Securities designated as the "5.150% Senior Notes due 2036," initially limited in aggregate principal amount to $700,000,000 (in each case, except upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 3.03, 3.04, 3.05, 3.06, 11.06 or 13.07 of the Base Indenture).

Section 2.2 ***Stated Maturity Date.*** The 2031 Notes will mature and become due and payable, together with any accrued and unpaid interest thereon, on June 15, 2031 (the "**2031 Notes Stated Maturity Date**"). The 2033 Notes will mature and become due and payable, together with any accrued and unpaid interest thereon, on June 15, 2033 (the "**2033 Notes Stated Maturity Date**"). The 2036 Notes will mature and become due and payable, together with any accrued and unpaid interest thereon, on June 15, 2036 (the "**2036 Notes Stated Maturity Date**" and each of the 2031 Notes Stated Maturity Date, the 2033 Notes Stated Maturity Date, and the 2036 Notes Stated Maturity Date, a "**Stated Maturity Date**").

Section 2.3 ***Interest.***

(a) The 2031 Notes will bear interest at the rate of 4.650% per annum from June 8, 2026. The 2033 Notes will bear interest at the rate of 4.900% per annum from June 8, 2026. The 2036 Notes will bear interest at the rate of 5.150% per annum from June 8, 2026. Interest on the 2031 Notes, the 2033 Notes and the 2036 Notes will be payable semi-annually in arrears on June 15 and December 15 of each year (each, an "**Interest Payment Date**"), beginning on December 15, 2026, to the Persons in whose names the respective Notes are registered at the close of business on the Regular Record Date preceding the relevant Interest Payment Date. If any Interest Payment Date is not a Business Day, then payment will be made on the next succeeding Business Day, but without any additional interest or other amount.

(b) Interest payable on any Interest Payment Date (and the applicable Stated Maturity Date) with respect to each series of Notes shall be the amount of interest accrued from, and including, the immediately preceding Interest Payment Date in respect of which interest has been paid or duly provided for with respect to the Notes of such series (or from and including the date hereof, if no interest has previously been paid or duly provided for with respect to the Notes of such series) to, but excluding, such Interest Payment Date (or the applicable Stated Maturity Date).

(c) Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.4 ***Place of Payment and Appointment.*** Principal of, premium, if any, on and interest on the Notes of any series shall be payable in Dollars, the transfer of the Notes of any series shall be registrable, and the Notes of any series shall be exchangeable for Notes of the same series of a like aggregate principal amount, at the office or agency of the Company maintained for such purpose, which shall initially be the office or agency of the Trustee in Hartford, Connecticut; *provided*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto at such address as shall appear in the Security Register or by wire transfer to an account appropriately designated by the Person entitled to payment; and *provided*, *further*, that the Company shall pay principal of, premium, if any, on, and interest on, the Notes of any series in global form registered in the name of or held by The Depository Trust Company ("**DTC**") or such other U.S. Depositary as any officer of the Company may from time to time designate, or its respective nominee, by wire in immediately available funds to DTC (or such other U.S. Depositary) or its nominee, as the case may be, as the Holder of such Notes in global form.

Pursuant to Section 3.01(24) of the Base Indenture, the Company hereby appoints, and the Trustee hereby accepts and acknowledges the appointment of, the Trustee as the trustee under the Indenture for and with respect to the Notes, with the Trustee hereby being vested with all rights, powers, trusts and duties of the Trustee (as defined in the Base Indenture) under the Indenture with respect to the Notes. The Security Registrar for the Notes shall be the Trustee; and the Paying Agent for the Notes shall initially be the Trustee.

Section 2.5 **[*Reserved*].**

Section 2.6 ***Denominations.*** The Notes will be issued in Dollars and only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Section 2.7 ***Global Notes.*** The Notes will be issued initially in the form of permanent Global Notes in registered form deposited with, or on behalf of, DTC and registered, at the request of DTC, in the name of Cede & Co. Except as set forth in the Base Indenture (as modified by this Eighth Supplemental Indenture), the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. The Company will make principal and interest payments on the Notes represented by the Global Notes to the Paying Agent which in turn will make payment to DTC or its nominee, as the case may be, as the sole registered owner and the sole Holder of the Notes represented by the Global Notes for all purposes under the Indenture. So long as DTC or its nominee is the registered owner of a Global Note, DTC or its nominee, as the case may be, will be considered the sole owner and Holder of the Notes represented by that Global Note for all purposes of the Notes.

Section 2.8 ***Form of the Notes.*** The form of the Notes and the Trustee's Certificate of Authentication to be endorsed thereon shall be substantially in the forms attached as Exhibits A-1, A-2 and A-3 hereto, with such changes therein as the officers of the Company executing the Notes (by manual or facsimile signature) may approve, such approval to be conclusively evidenced by their execution thereof.

Section 2.9 ***No Sinking Fund.*** The Notes will not have the benefit of any sinking fund.

ARTICLE 3
REDEMPTION OF THE NOTES

Section 3.1 ***Optional Redemption by Company*.** The Notes of each series will be redeemable in whole or in part, at the Company's option, in the manner and on the terms set forth in the Notes of such series.

Section 3.2 ***Change of Control Triggering Event.*** If a Change of Control Triggering Event occurs, unless the Company has (a) exercised its option to redeem the Notes as described in Section 3.1 hereof, (b) become required to redeem the Notes as described in Section 3.3 hereof or (c) defeased the Notes in accordance with Article Fifteen of the Base Indenture (as modified by this Eighth Supplemental Indenture), the Company shall be required to make an offer to each Holder of the Notes to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of each Holder's Notes in the manner and on the terms set forth in the Notes.

Section 3.3 ***Special Mandatory Redemption.*** If a Special Mandatory Redemption Event occurs, the Company will be required to redeem the Notes then outstanding in the manner and on the terms set forth in the Notes.

ARTICLE 4
COVENANTS

Section 4.1 ***Consolidation***, ***Merger***, ***Sale or Conveyance.*** The following provisions shall apply with respect to the Notes (notwithstanding Sections 10.01 and 10.02 of the Base Indenture, which with respect to the Notes shall be deemed amended and restated, and superseded, in their entirety by the following (it being understood that the second full paragraph of Section 10.01 of the Base Indenture shall not apply to the Notes)):

"Section 10.01. Company May Consolidate, etc., Only on Certain Terms. The Company will not consolidate with or merge into any other Corporation or sell or convey its properties and assets substantially as an entirety to any Corporation, unless:

(a) the Corporation formed by such consolidation or into which the Company is merged or the Corporation which acquires by sale or conveyance the properties and assets of the Company substantially as an entirety (the "**Successor Corporation**") is a Corporation organized and existing under the laws of the United States, any State thereof or the District of Columbia and will expressly assume, by a supplemental indenture, executed and delivered to the Trustee, in form reasonably satisfactory to the Trustee, the due and punctual payment of the principal of (and premium, if any) and interest on the Notes, and the performance of every covenant of the Indenture on the part of the Company to be performed or observed;

(b) immediately after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time, or both, would become an Event of Default, will have occurred and be continuing; and

(c) the Company or Successor Corporation has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that such consolidation, merger, sale or conveyance and such supplemental indenture comply with this Article Ten (as modified by the Eighth Supplemental Indenture) and that all conditions precedent provided for in the Indenture relating to such transaction have been complied with.

Section 10.02. Successor Corporation Substituted. Upon any consolidation with or merger into any other Corporation, or any sale or conveyance of the properties and assets of the Company substantially as an entirety in accordance with Section 10.01 (as modified by the Eighth Supplemental Indenture), the Successor Corporation formed by such consolidation or into which the Company is merged or to which such sale or conveyance is made will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if such Successor Corporation had been named as the Company in the Indenture, and thereafter the Company (which term shall for this purpose mean Hubbell Incorporated or any Successor Corporation which shall theretofore have succeeded thereto, and been substituted therefor, in the manner described in this Section 10.02 (as modified by the Eighth Supplemental Indenture)) will be relieved of all obligations and covenants under the Indenture and the Notes.

Notwithstanding the foregoing, any consolidation, merger, sale or conveyance between or among the Company and its Subsidiaries shall neither be subject to this Article Ten (as modified by the Eighth Supplemental Indenture) nor prohibited under the Indenture."

Section 4.2 ***Limitation on Liens*.** The following provisions shall apply with respect to the Notes (notwithstanding Section 12.07 of the Base Indenture, which with respect to the Notes shall be deemed amended and restated, and superseded, in its entirety by the following):

"Section 12.07. Limitation on Liens. The Company will not create or assume, and will not permit a Restricted Subsidiary to create or assume, otherwise than in favor of the Company or a Subsidiary, any indebtedness for borrowed money ("**Debt**") secured by a Mortgage upon any Principal Property or upon any shares of capital stock or Debt issued by any Subsidiary and owned by the Company or any Restricted Subsidiary, whether now owned or hereafter acquired, without making effective provision whereby the Notes will be secured equally and ratably with, or at the Company's option, senior to, such Debt, so long as such Debt is so secured; *provided*, that the foregoing covenant will not be applicable to Debt secured by the following, and the Debt so secured will be excluded from any computation under the next succeeding paragraph below:

(a) Mortgages on property of the Company or a Restricted Subsidiary existing on the date of the Eighth Supplemental Indenture;

(b) Mortgages on property of a Corporation or other entity existing at the time such Corporation or other entity is merged into or consolidated with the Company or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of such Corporation or other entity (or a division of such Corporation or other entity) as an entirety or substantially as an entirety to the Company or a Restricted Subsidiary; *provided* that any such Mortgage does not extend to any property owned by the Company or any Restricted Subsidiary immediately prior to such merger, consolidation, sale, lease or disposition;

(c) Mortgages to secure or provide for the payment of any part of the cost of acquisition, construction, development or purchase or improvement of any such property now owned or hereafter acquired or constructed by the Company or a Restricted Subsidiary, or on which property so acquired, constructed, developed, purchased or improved is located, and created prior to, contemporaneously with or within 270 days after the later of, such improvement, acquisition, construction, development or purchase or the commencement of commercial operation of such property;

(d) Mortgages on any such property existing at the time of acquisition thereof, whether or not assumed by the Company or such Restricted Subsidiary;

(e) Mortgages on any such property of a Person at the time such Person becomes a Restricted Subsidiary;

(f) Mortgages created for the sole purpose of extending, renewing or refunding any Mortgage permitted by any of clauses (a)-(e) of this Section 12.07 (as modified by the Eighth Supplemental Indenture); *provided*, that the principal amount of Debt secured thereby will not exceed the principal amount of Debt so secured at the time of such extension, renewal or refunding (plus any premium or fee payable in connection therewith) and that such extension, renewal or refunding Mortgage will be limited to all or any part of the same property (plus improvements on such property, and plus any other property not then constituting Principal Property) that secured the Mortgage extended, renewed or refunded, or to other property of the Company or its Restricted Subsidiaries not subject to the limitations of this Section 12.07 (as modified by the Eighth Supplemental Indenture);

(g) Mortgages for taxes or assessments or governmental charges or levies not then due and delinquent or the validity of which is being contested in good faith, and against which an adequate reserve has been established; Mortgages on any such property created in connection with pledges or deposits to secure public or statutory obligations or to secure performance in connection with bids or contracts; materialmen's, mechanic's, carrier's, workmen's, repairmen's or other like Mortgages, or Mortgages on any such property created in connection with deposits to obtain the release of such Mortgages; Mortgages on any such property created in connection with deposits to secure surety, stay, appeal or customs bonds; Mortgages created by or resulting from any litigation or legal proceeding which is being contested in good faith by appropriate proceedings; leases and liens, rights of reverter and other possessory rights of the lessor thereunder; zoning restrictions, easements, rights-of-way or other restrictions on the use of real property or minor irregularities in the title thereto; and any other Mortgages similar to those described in this clause (g), the existence of which does not, in the opinion of the Company, materially impair the use by the Company or a Restricted Subsidiary of the affected property in the operation of the business of the Company or a Restricted Subsidiary, or the value of such property for the purposes of such business;

(h) Mortgages on any contracts for production, research or development with or for the Government, directly or indirectly, providing for advance, partial or progress payments on such contracts and for a Mortgage, paramount to all other Mortgages, upon money advanced or paid pursuant to such contracts, or upon any material or supplies in connection with the performance of such contracts to secure such payments to the Government; and Mortgages or other evidences of interest in favor of the Government, paramount to all other Mortgages, on any equipment, tools, machinery, land or buildings hereafter constructed, installed or purchased by the Company or a Restricted Subsidiary primarily for the purpose of manufacturing or producing any product or performing any development work, directly or indirectly, for the Government to secure indebtedness incurred and owing to the Government for the construction, installation or purchase of such equipment, tools, machinery, land or buildings; and

(i) Mortgages created after the date of the Eighth Supplemental Indenture on any property leased to or purchased by the Company or a Restricted Subsidiary after such date and securing, directly or indirectly, obligations issued by a state, a territory or a possession of the United States, or any instrumentality or political subdivision of any of the foregoing, or the District of Columbia, to finance the cost of acquisition or cost of construction of such property, *provided*, that the interest paid on such obligations is entitled to be excluded from gross income of the recipient pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (or any successor or similar provision), as in effect at the time of the issuance of such obligations.

Notwithstanding the restrictions described above, the Company and its Restricted Subsidiaries may create or assume Debt secured by Mortgages without equally and ratably securing the Notes if, at the time of such creation or assumption, after giving effect thereto and to the retirement of any Debt which is concurrently being retired, the aggregate amount of all such Debt secured by Mortgages (other than any Debt secured in compliance with the first paragraph of this Section 12.07 (as modified by the Eighth Supplemental Indenture) (including any Debt secured by Mortgages permitted as described in clauses (a) through (i) thereof)) that would otherwise be subject to these restrictions, together with all Attributable Debt with respect to Sale and Leaseback Transactions (permitted under clause (c) of, but not otherwise permitted by, Section 12.08 (as modified by the Eighth Supplemental Indenture)) does not exceed the greater of (x) $65,000,000 and (y) 15% of the Company's Consolidated Net Tangible Assets. The Company and its Restricted Subsidiaries may also, without equally and ratably securing the Notes, create or assume Debt secured by Mortgages that renew, substitute or replace (including successive renewals, substitutions or replacements), in whole or in part, any Debt secured by Mortgages permitted pursuant to the preceding sentence."

Section 4.3 ***Limitation on Sale and Leaseback Transactions.*** The following provisions shall apply with respect to the Notes (notwithstanding Section 12.08 of the Base Indenture, which with respect to the Notes shall be deemed amended and restated, and superseded, in its entirety by the following):

"Section 12.08. Limitation on Sale and Leaseback Transactions. The Company will not, and will not permit a Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to any Principal Property owned by the Company or such Restricted Subsidiary on the date of the Eighth Supplemental Indenture, unless:

(a) the Sale and Leaseback Transaction involves a lease for a term of not more than three years,

(b) the Sale and Leaseback Transaction is between the Company or such Restricted Subsidiary and the Company or a Subsidiary,

(c) the Company or such Restricted Subsidiary would be entitled, at the effective date of the sale or transfer, to incur Debt secured by a Mortgage on such Principal Property involved in such Sale and Leaseback Transaction at least equal in amount to the Attributable Debt with respect to such Sale and Leaseback Transaction without equally and ratably securing the Notes pursuant to the second paragraph of Section 12.07 (as modified by the Eighth Supplemental Indenture), or

(d) the terms of such Sale and Leaseback Transaction are fair and arm's-length (as determined in good faith by the Company's Board of Directors) and the Company or any Restricted Subsidiary applies an amount equal to the greater of (i) the net proceeds of such sale or transfer or (ii) the Attributable Debt with respect to such Sale and Leaseback Transaction within 180 days after the receipt of the proceeds of such sale or transfer to either (or a combination of) (A) the prepayment or retirement (other than the mandatory retirement, mandatory prepayment or sinking fund payment or by payment at maturity) of Funded Debt of the Company or a Restricted Subsidiary (other than Funded Debt that is subordinated to the Notes) or (B) the purchase, construction or development of property, facilities or equipment used or useful in the Company's or its Restricted Subsidiaries' business."

Section 4.4 ***Corporate Existence.*** The following provision shall apply with respect to the Notes (notwithstanding Section 12.05 of the Base Indenture, which with respect to the Notes shall be deemed amended and restated, and superseded, in its entirety by the following):

"Section 12.05. Corporate Existence. Subject to Article Ten (as modified by the Eighth Supplemental Indenture), the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights (charter and statutory) and franchises; *provided*, *however*, that the Company shall not be required to preserve any such right or franchise if the Board of Directors of the Company shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company."

ARTICLE 5
EVENTS OF DEFAULT

Section 5.1 ***Events of Default.*** The following "Events of Default" shall apply with respect to the Notes (notwithstanding Section 5.01 of the Base Indenture, which with respect to the Notes shall be deemed amended and restated, and superseded, in its entirety by the following):

"Section 5.01. Events of Default.

"**Event of Default**" means, with respect to a series of the Notes, any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law, pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the payment of any interest upon the Notes of such series when it becomes due and payable, and continuance of such default for a period of 30 days;

(2) default in the payment of the principal of (and premium, if any, on) the Notes of such series on the date on which such amount becomes due and payable, whether at the applicable Stated Maturity Date or by declaration of acceleration, call for redemption, repayment at the option of the Holders of the Notes of such series or otherwise;

(3) [Reserved];

(4) default in the performance, or breach, of any covenant or warranty of the Company in the Indenture (other than any covenant or warranty a default in whose performance or whose breach is dealt with elsewhere in this Section 5.01 (as modified by the Eighth Supplemental Indenture) or any covenant or warranty which has been included in the Indenture solely for the benefit of Debt Securities of series other than the applicable series of Notes), and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Notes of the affected series, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under the Indenture;

(5) the entry of a decree or order for relief in respect of the Company by a court having jurisdiction in the premises in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or a decree or order adjudging the Company bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable Federal or State law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days;

(6) the commencement by the Company of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or the consent by it to the entry of an order for relief in an involuntary case under any such law or to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Company or of any substantial part of its property, or the making by it of an assignment for the benefit of its creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by the Company in furtherance of any such action; or

(7) [Reserved]."

ARTICLE 6
DEFEASANCE

Section 6.1 ***Defeasance Upon Deposit of Moneys or U.S. Government Obligations.*** The following provisions shall apply with respect to the Notes (notwithstanding Section 15.02 of the Base Indenture, which with respect to the Notes shall be deemed amended and restated, and superseded, in its entirety by the following):

"Section 15.02. Defeasance Upon Deposit of Moneys or U.S. Government Obligations.

At the Company's option, either (a) the Company shall be deemed to have been Discharged from its obligations with respect to the Notes of any series ("**legal defeasance option**") or (b) the Company shall cease to be under any obligation to comply with any term, provision or condition set forth in Article Ten, Section 12.05, Section 12.07 and Section 12.08 (in each case, as modified by the Eighth Supplemental Indenture) and Section 3.2 of the Eighth Supplemental Indenture with respect to the Notes of any series ("**covenant defeasance option**") at any time after the applicable conditions set forth below have been satisfied:

(1) the Company shall have deposited or caused to be deposited irrevocably with the Trustee as trust funds in trust dedicated solely to the benefit of the Holders of the Notes of such series (i) money in an amount, or (ii) U.S. Government Obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (iii) a combination of (i) and (ii), sufficient, in the opinion (with respect to (ii) and (iii)) of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge each installment of principal (including any mandatory sinking fund payments) of and premium, if any, and interest on, the Outstanding Notes of such series on the dates such installments of interest or principal and premium are due;

(2) such deposit shall not cause the Trustee with respect to the Notes of that series to have a conflicting interest for purposes of the Trust Indenture Act with respect to the Notes of any series;

(3) such defeasance will not cause the trust resulting from such deposit to constitute, unless it is qualified as, a regulated investment company under the Investment Company Act of 1940, as amended;

(4) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent to the defeasance and discharge of the Notes as contemplated by this Article Fifteen (as modified by the Eighth Supplemental Indenture) have been complied with;

(5) such deposit will not result in a breach or violation of, or constitute a default under, the Indenture or any other agreement or instrument to which the Company is a party or by which it is bound;

(6) no Event of Default or event (including such deposit) which, with notice or lapse of time or both, would become an Event of Default with respect to the Notes of such series shall have occurred and be continuing on the date of such deposit and, with respect to the legal defeasance option only, no Event of Default under Section 5.01(5) or Section 5.01(6) (in each case, as modified by the Eighth Supplemental Indenture) or event which with the giving of notice or lapse of time, or both, would become an Event of Default under Section 5.01(5) or Section 5.01(6) (in each case, as modified by the Eighth Supplemental Indenture) shall have occurred and be continuing on the 91st day after such date; and

(7) the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that such defeasance will not cause the beneficial owners of the Notes of such series to recognize income, gain or loss for U.S. federal income tax purposes and such beneficial owners will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same time as if the defeasance had not occurred, which Opinion of Counsel, in the case of the legal defeasance option, must be based on a ruling from the Internal Revenue Service or a change in the applicable U.S. federal income tax law.

Notwithstanding the foregoing, if the Company exercises its covenant defeasance option and an Event of Default under Section 5.01(5) or Section 5.01(6) (in each case, as modified by the Eighth Supplemental Indenture) or an event which with the giving of notice or lapse of time, or both, would become an Event of Default under Section 5.01(5) or Section 5.01(6) (in each case, as modified by the Eighth Supplemental Indenture) shall have occurred and be continuing on the 91st day after the date of such deposit, the obligations of the Company referred to under the definition of covenant defeasance option with respect to such Notes shall be reinstated in full."

ARTICLE 7
SATISFACTION AND DISCHARGE

Section 7.1 ***Satisfaction and Discharge of Indenture.*** The following provisions shall apply with respect to the Notes (notwithstanding the first paragraph of Section 4.01 of the Base Indenture, including clauses (1)-(4) thereof, which paragraph shall, with respect to the Notes be deemed amended and restated, and superseded, in its entirety by the following (it being understood that clause (4) of such paragraph shall not apply to the Notes)):

"Section 4.01. Satisfaction and Discharge of Indenture.

The Indenture, with respect to the Notes of any series (if all series of the Notes are not to be affected), shall upon Company Request, cease to be of further effect (except as to any surviving rights of registration of transfer or exchange of such Notes expressly provided for in the Indenture and the right to receive payments of principal (and premium, if any) and interest on such Notes) and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of the Indenture, when

(1) either

(A) all Notes of such series theretofore authenticated and delivered (other than (i) Notes of such series which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.06 and (ii) Notes of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 12.04) have been delivered to the Trustee for cancellation; or

(B) all Notes of such series not theretofore delivered to the Trustee for cancellation,

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity Date within one year, or

(iii) if redeemable at the option of the Company, are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice by the Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (i), (ii) or (iii) of this subclause (B), has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust for such purpose an amount in the currency in which such Notes are denominated sufficient to pay and discharge the entire indebtedness on such Notes for principal (and premium, if any) and interest to the date of such deposit (in the case of Notes which have become due and payable) or to the applicable Stated Maturity Date or Redemption Date, as the case may be; *provided*, *however*, in the event a petition for relief under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, is filed with respect to the Company within 91 days after the deposit and the Trustee is required to return the deposited money to the Company, the obligations of the Company under the Indenture with respect to such Notes shall not be deemed terminated or discharged;

(2) the Company has paid or caused to be paid all other sums payable under the Indenture in respect of such Notes; and

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel each stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture with respect to the Notes of such series have been complied with."

Section 7.2 ***Satisfaction and Discharge Requiring Payment of Applicable Premium.*** The following provision shall apply with respect to the Notes and shall be inserted as a new Section 4.03 of the Base Indenture solely with respect to the Notes:

"Section 4.03. Satisfaction and Discharge Requiring Payment of Applicable Premium.

Notwithstanding Section 4.01 (as modified by the Eighth Supplemental Indenture), in connection with any discharge relating to any redemption of any series of Notes that requires the payment of the Applicable Premium, the amount deposited shall be sufficient for purposes of the Indenture to the extent that an amount is deposited with the Trustee equal to the Applicable Premium with respect to such series of Notes calculated as of the date of the notice of redemption (and calculated as though the Redemption Date were the date of such notice of redemption), with any deficit as of the Redemption Date only required to be deposited with the Trustee on or prior to the Redemption Date."

ARTICLE 8
ADDITIONAL NOTES

Section 8.1 ***Additional Notes.*** The Company may, from time to time, without notice to or consent of the Holders of the Notes, create and issue additional Notes (the "**Additional Notes**") having the same terms and conditions and with the same CUSIP, ISIN and/or other identifying number as any series of Notes, in an unlimited aggregate principal amount, except for issue date, issue price, initial interest accrual date and the date of the first payment of interest thereon. Any such Additional Notes will be consolidated with the Notes of the applicable series to form a single series of Debt Securities under the Indenture, *provided*, that any such Additional Notes that are not fungible with the Notes of the applicable series for U.S. federal income tax purposes will have a separate CUSIP, ISIN and/or other identifying number, if applicable, than the Notes of such series.

ARTICLE 9
ADDITIONAL MODIFICATIONS TO THE BASE INDENTURE

Section 9.1 ***Governing Law.*** Section 1.11 of the Base Indenture is hereby amended, solely with respect to the Notes and any Debt Securities issued after the date hereof, by inserting the following at the immediate end of such Section:

"EACH OF THE COMPANY AND THE TRUSTEE, AND EACH HOLDER OF A DEBT SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INDENTURE, THE DEBT SECURITIES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

The Company irrevocably consents and submits, for itself and in respect of any of its assets or property, to the nonexclusive jurisdiction of any court of the State of New York or any United States Federal court sitting, in each case, in the Borough of Manhattan, The City of New York, New York, United States of America, and any appellate court from any thereof in any suit, action or proceeding that may be brought in connection with this Indenture or the Debt Securities, and waives any immunity from the jurisdiction of such courts. The Company irrevocably waives, to the fullest extent permitted by law, any objection to any such suit, action or proceeding that may be brought in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Company agrees, to the fullest extent that it lawfully may do so, that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon the Company, and waives, to the fullest extent permitted by law, any objection to the enforcement by any competent court in the Company's jurisdiction of organization of judgments validly obtained in any such court in New York on the basis of such suit, action or proceeding."

Section 9.2 ***Limitation on Suits.*** Clause (3) of Section 5.07 of the Base Indenture is hereby amended, solely with respect to the Notes and any Debt Securities issued after the date hereof, by replacing such clause in its entirety with the following:

"(3) such Holder or Holders have offered to the Trustee indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred in compliance with such request;"

Section 9.3 ***Certain Duties and Responsibilities.*** Clause (c)(4) of Section 6.01 of the Base Indenture is hereby amended, solely with respect to the Notes and any Debt Securities issued after the date hereof, by replacing such clause in its entirety with the following:

"the Trustee shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it."

Section 9.4 ***Certain Rights of Trustee.*** Section 6.03 of the Base Indenture is hereby amended, solely with respect to the Notes and any Debt Securities issued after the date hereof, by:

(a) replacing clause (e) in its entirety with the following:

"(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Debt Securities of any series pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it, against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;" and

(b) deleting the word "and" at the end of clause (f) thereof, replacing the period at the end of clause (g) thereof with "; and", and inserting the following at the immediate end of such Section:

"(h) the Trustee shall not be deemed to have notice or be charged with knowledge of any default or Event of Default unless written notice of such default or Event of Default from the Company or any Holder is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Debt Securities and this Indenture;

(i) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;

(j) anything in this Indenture notwithstanding, in no event shall the Trustee be liable for special, indirect, punitive or consequential or other similar loss or damage of any kind whatsoever (including but not limited to loss of profit), even if the Trustee has been advised as to the likelihood of such loss or damage and regardless of the form of action;

(k) the Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, any provision of any law or regulation or any act of any governmental authority, acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authority and governmental action;

(l) the permissive right of the Trustee to take actions permitted by this Indenture will not be construed as an obligation or duty to do so; and

(m) the rights, privileges, protection, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other person employed to act hereunder."

Section 9.5 ***Compensation and Reimbursement.*** Clauses (2) and (3) of the first paragraph of, and the third paragraph of, Section 6.07 of the Base Indenture are hereby amended, amended and restated and superseded in their entirety, solely with respect to the Notes and any Debt Securities issued after the date hereof, by replacing such clauses of such Section with the following:

"(2) to reimburse the Trustee in Dollars upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses, disbursements and advances of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its gross negligence or willful misconduct; and

(3) to indemnify the Trustee in Dollars for, and to hold it harmless against, any and all loss, liability, damage, claims or expense, including taxes (other than taxes based upon, measured by or determined by income of the Trustee), incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust or performance of its duties hereunder, including the costs and expenses of enforcing this Indenture against the Company (including Section 6.07) and of defending itself against any claim (whether asserted by any Holder of the Company) or liability in connection with the exercise or performance of any of its powers or duties hereunder.

As security for the performance of the obligations of the Company under this Section 6.07, the Trustee shall have a lien prior to the Debt Securities and Coupons, if any, upon all property and funds held or collected by the Trustee, as such, hereunder, except funds held in trust for the benefit of the Holders for the payment of amounts due on the Debt Securities and Coupons."

Section 9.6 ***Reports by Company*****.** Section 7.04 of the Base Indenture is hereby amended, solely with respect to the Notes and any Debt Securities issued after the date hereof, by inserting the following at the immediate end of such Section:

"Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute actual or constructive knowledge or notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates)."

Section 9.7 ***Supplemental Indentures Without Consent of Holders*****.** Section 11.01 of the Base Indenture is hereby amended, solely with respect to the Notes and any Debt Securities issued after the date hereof, by replacing the period at the end of clause (11) thereof with "; or" and inserting the following at the immediate end of such Section:

"(12) to conform the text of any provision of the Indenture, as amended and supplemented from time to time, that is applicable to the Notes of any series or the Notes of any series, as applicable, to the description of the terms of the Notes of such series in the applicable prospectus supplement."

Section 9.8 ***Selection by Trustee of Debt Securities to Be Redeemed.*** Section 13.03 of the Base Indenture is hereby amended, solely with respect to the Notes and any Debt Securities issued after the date hereof, by replacing the first full sentence in its entirety with the following:

"Except in the case of a redemption in whole of the Bearer Securities or the Registered Securities of such series, if less than all the Debt Securities of any series are to be redeemed at the election of the Company, the particular Debt Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Debt Securities of such series not previously called for redemption, by such method as the Trustee shall deem fair and appropriate (*provided*, that such method complies with the rules of any national securities exchange or quotation system on which the Debt Securities of such series are then listed and in accordance with the applicable procedures of The Depository Trust Company) and which may provide for the selection for redemption of portions (equal to the minimum authorized denomination for Debt Securities of such series or any integral multiple thereof) of the principal amount of Debt Securities of such series in a denomination larger than the minimum authorized denomination for Debt Securities of such series pursuant to Section 3.02 in the Currency in which the Debt Securities of such series are denominated."

ARTICLE 10
MISCELLANEOUS

Section 10.1 ***Confirmation of Base Indenture.*** The Base Indenture, as heretofore supplemented and as amended and supplemented by this Eighth Supplemental Indenture, is in all respects ratified and confirmed, and this Eighth Supplemental Indenture shall be deemed part of the Base Indenture as heretofore supplemented in the manner and to the extent herein and therein provided.

Section 10.2 ***Responsibility of Recitals***, ***Etc.*** The Trustee assumes no responsibility for the correctness of the statements and recitals herein. The Trustee makes no representations as to the validity or sufficiency of this Eighth Supplemental Indenture or of the Notes. The Trustee shall not be accountable for the use or application by the Company of the Notes or the proceeds thereof.

Section 10.3 ***Concerning the Trustee.*** The Trustee does not assume any duties, responsibility or liabilities by reason of this Eighth Supplemental Indenture other than as set forth in the Base Indenture as heretofore supplemented and, in carrying out its responsibilities hereunder, the Trustee shall have all of the rights, powers, privileges, protections and immunities which it possesses under the Indenture.

Section 10.4 ***Governing Law.*** This Eighth Supplemental Indenture and the Notes for all purposes shall be governed by and construed in accordance with the laws of the State of New York.

Section 10.5 ***Severability.*** In case any provision in this Eighth Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 10.6 ***Counterparts; Electronic Signatures.*** This Eighth Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

The exchange of copies of this Eighth Supplemental Indenture and of signature pages by facsimile or electronic (*i.e.*, "pdf" or "tif") transmission shall constitute effective execution and delivery of this Eighth Supplemental Indenture as to the parties hereto and may be used in lieu of the original Eighth Supplemental Indenture for all purposes. The exchange of copies of this Eighth Supplemental Indenture and of signature pages that are executed by manual signatures that are scanned, photocopied or faxed or by other electronic signing created on an electronic platform (such as DocuSign) or by digital signing (such as Adobe Sign), in each case that is approved by the Trustee, shall constitute effective execution and delivery of this Eighth Supplemental Indenture for all purposes. Signatures of the parties hereto that are executed by manual signatures that are scanned, photocopied or faxed or by other electronic signing created on an electronic platform (such as DocuSign) or by digital signing (such as Adobe Sign), in each case that is approved by the Trustee, shall be deemed to be their original signatures for all purposes of this Eighth Supplemental Indenture as to the parties hereto and may be used in lieu of the original. The Issuer agrees to assume all risks arising out of the use of digital signatures and electronic methods to submit communications to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Anything in this Eighth Supplemental Indenture or the Notes to the contrary notwithstanding, for the purposes of the transactions contemplated by this Eighth Supplemental Indenture, the Notes and any document to be signed in connection with the Indenture or the Notes (including the Notes and amendments, supplements, waivers, consents and other modifications, the Trustee's certificate of authentication on the Notes, Company Requests, Company Orders, Officers' Certificates and Opinions of Counsel and other amendment, issuance, authentication and delivery documents) or the transactions contemplated hereby may be signed by manual signatures that are scanned, photocopied or faxed or other electronic signatures created on an electronic platform (such as DocuSign) or by digital signature (such as Adobe Sign), in each case that is approved by the Trustee, and contract formations on electronic platforms approved by the Trustee, and the keeping of records in electronic form, are hereby authorized, and each shall be of the same legal effect, validity or enforceability as a manually executed signature in ink or the use of a paper-based recordkeeping system, as the case may be.

Section 10.7 ***Conflict with Trust Indenture Act.*** If any provision hereof limits, qualifies or conflicts with a provision of the Trust Indenture Act which is required to be a part of and govern this Eighth Supplemental Indenture, the provision of the Trust Indenture Act shall control. If any provision of this Eighth Supplemental Indenture modifies or excludes any provision of the Trust Indenture Act which may be so modified or excluded, the latter provision shall be deemed to apply to this Eighth Supplemental Indenture, as so modified or excluded, as the case may be.

Section 10.8 ***Effect of Headings.*** The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 10.9 ***USA Patriot Act.*** The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (as amended, modified or supplemented from time to time, the "**USA Patriot Act**"), the Trustee, like all financial institutions, is required to obtain, verify, and record information that identifies each natural person or legal entity that opens an account. The parties to this Eighth Supplemental Indenture agree that they will provide the Trustee with such information as the Trustee may request in order for the Trustee to satisfy the requirements of the USA Patriot Act.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Supplemental Indenture to be duly executed, as of the day and year first written above.

HUBBELL INCORPORATED

By: /s/ Jonathon B. Murphy
Name: Jonathon B. Murphy
Title: Treasurer

Attest: /s/ Katherine A. Lane
Name: Katherine A. Lane
Title: Executive Vice President, General Counsel and Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Glen A. Fougere
Name: Glen A. Fougere
Title: Vice President

[Signature Page to Eighth Supplemental Indenture]

[*To be included in Global Notes* — THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A U.S. DEPOSITARY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH U.S. DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

HUBBELL INCORPORATED

4.650% Senior Notes due 2031

CUSIP: 443510 AM4
ISIN: US443510AM41

No. R-[ ] U.S. $[ ]

Hubbell Incorporated, a corporation duly organized and existing under the laws of the State of Connecticut (herein called the "**Company**," which term includes any person that succeeds thereto, and is substituted therefor, under the terms of the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of [ ] ($[ ]) on June 15, 2031 (the "**Stated Maturity Date**"). This Note will bear interest at the rate of 4.650% per annum from June 8, 2026. Interest on this Note will be payable semi-annually in arrears on June 15 and December 15 of each year (each, an "**Interest Payment Date**"), beginning on December 15, 2026, to the Person in whose name this Note is registered at the close of business on the June 1 and December 1 (whether or not a Business Day) preceding the relevant Interest Payment Date (the "**Regular Record Date**"). If any Interest Payment Date is not a Business Day, then payment will be made on the next succeeding Business Day, but without any additional interest or other amount. Interest payable on any Interest Payment Date (and the Stated Maturity Date) shall be the amount of interest accrued from, and including, the immediately preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the date hereof, if no interest has previously been paid or duly provided for with respect to this Note) to, but excluding, such Interest Payment Date (or the Stated Maturity Date). Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Principal of, premium, if any, on and interest on this Note shall be payable in Dollars, the transfer of this Note shall be registrable, and this Note shall be exchangeable for Notes of a like aggregate principal amount, at the office or agency of the Company maintained for such purpose, which shall initially be the office or agency of the Trustee in Hartford, Connecticut; *provided*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto at such address as shall appear in the Security Register or by wire transfer to an account appropriately designated by the Person entitled to payment; and *provided*, *further*, that the Company shall pay principal of, premium, if any, on, and interest on, this Note in global form registered in the name of or held by DTC or such other U.S. Depositary as any officer of the Company may from time to time designate, or its respective nominee, by wire in immediately available funds to DTC (or such other U.S. Depositary) or its nominee, as the case may be, as the Holder of this Note in global form.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: _____

HUBBELL INCORPORATED

By: _____
Name: Jonathon B. Murphy
Title: Treasurer

Attest: _____
Name: Katherine A. Lane
Title: Executive Vice President,General Counsel and Secretary

[CORPORATE SEAL]

Trustee's Certificate of Authentication

This Note is one of the Debt Securities of a series referred to in the within-mentioned Indenture.

Dated: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[Signature Page to Global Note]

This Note is one of a duly authorized series of Debt Securities of the Company designated the "4.650% Senior Notes due 2031" (herein called the "**Note**" or the "**Notes**," as the case may be), issued and to be issued under an Indenture, dated as of September 15, 1995 (the "**Base Indenture**"), between the Company and Chemical Bank (as predecessor trustee to The Bank of New York Mellon Trust Company, N.A.), as trustee, as heretofore supplemented and as amended and supplemented by the Eighth Supplemental Indenture, dated as of June 8, 2026 (the "**Eighth Supplemental Indenture**", and the Base Indenture as heretofore supplemented and as amended and supplemented by the Eighth Supplemental Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "**Trustee**"). Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes, and of the terms upon which the Notes are, and are to be, authenticated and delivered.

Optional Redemption

The Notes will be redeemable in whole or in part, at the Company's option, at any time and from time to time prior to May 15, 2031 (one month prior to the Stated Maturity Date) (such date, the "**Par Call Date**") at a Redemption Price equal to the greater of (the "**Applicable Premium**") (a) 100% of the principal amount of the Notes to be redeemed and (b) the sum of the present values of the remaining scheduled payments of principal and interest thereon from the Redemption Date to the Par Call Date (assuming for such purpose that the Notes matured on the Par Call Date and not including any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 10 basis points, plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date.

The Notes will be redeemable in whole or in part, at the Company's option, at any time and from time to time on or after the Par Call Date at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the Redemption Date.

Further, installments of interest on any Notes to be optionally redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the applicable Interest Payment Date to the Holders of the Notes as of the close of business on the relevant Regular Record Date according to such Notes and the Indenture.

Notice of any redemption will be mailed, or delivered electronically if the Notes are held by DTC in accordance with DTC's customary procedures, not less than 10 days and not more than 60 days prior to the Redemption Date to each Holder of Notes to be redeemed.

Any redemption or notice of any redemption may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of any equity offering or Change of Control, issuance of indebtedness or other transaction or event.

Notice of any change to the timing set forth in the original notice of redemption will be given prior to the Redemption Date and in accordance with DTC's applicable procedures. The Redemption Date may be delayed until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied (or waived by the Company in its sole discretion) and notice of any redemption may be rescinded at any time if the Company determines in its sole discretion that any or all of such conditions will not be satisfied (or waived). The Company may provide in such notice that payment of the applicable Redemption Price and the performance of its obligations with respect to such redemption may be performed by another person.

Unless the Company defaults in payment of the Redemption Price, from and after the Redemption Date, interest will cease to accrue on the Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the Notes to be redeemed will be selected by the Trustee by a method that the Trustee deems to be fair and appropriate.

For purposes of the foregoing optional redemption provisions, the following term is applicable:

"**Treasury Rate**" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs:

(a) The Treasury Rate applicable to the Notes shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding such Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("**H.15**") under the caption "U.S. government securities—Treasury constant maturities—Nominal" (or any successor caption or heading) ("**H.15 TCM**"). In determining the applicable Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "**Remaining Life**"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life—and shall interpolate to the Par Call Date, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from such Redemption Date; and

(b) If on the third Business Day preceding such Redemption Date H.15 TCM or any successor designation or publication is no longer published, the Company shall calculate the applicable Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date, and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount, and rounded to three decimal places) of such United States Treasury security at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date.

The Company shall execute, and the Trustee shall authenticate and deliver to the Holder of this Note without service charge, a new Note or Notes, of like tenor and form, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of this Note so surrendered.

Change of Control Offer

If a Change of Control Triggering Event occurs, unless the Company has (a) exercised its option to redeem the Notes as described above under "Optional Redemption", (b) become required to redeem the Notes as described below under "Special Mandatory Redemption" or (c) defeased the Notes pursuant to Article Fifteen of the Base Indenture (as modified by the Eighth Supplemental Indenture), the Company will be required to make an offer (a "**Change of Control Offer**") to each Holder of the Notes to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of each Holder's Notes in the manner and on the terms set forth herein. In a Change of Control Offer, the Company will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the repurchase date (a "**Change of Control Payment**"). Within 30 days following any Change of Control Triggering Event or, at the Company's option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, a notice will be mailed to the trustee and mailed, or delivered electronically if the Notes are held by DTC in accordance with DTC's customary procedures, to Holders of Notes, describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such Notes on the repurchase date specified in the applicable notice, which date will be no earlier than 15 days and (except to the extent that such notice is conditioned on the occurrence of the Change of Control Triggering Event) no later than 60 days from the date on which such notice is mailed (or delivered electronically) to the Holders of Notes, which date, in a notice conditioned on the occurrence of a Change of Control Triggering Event, may be designated by reference to the date that such condition is satisfied, rather than a specific date (a "**Change of Control Payment Date**").

The notice will, if mailed (or delivered electronically) prior to the date of consummation of the Change of Control, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the applicable Change of Control Payment Date specified in the notice.

On each Change of Control Payment Date, the Company will, to the extent lawful: (a) accept for payment all Notes or portions of Notes properly tendered pursuant to the applicable Change of Control Offer, (b) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered pursuant to the applicable Change of Control Offer, and (c) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased.

The Company will not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company, and such third party purchases all Notes properly tendered and not withdrawn under its offer. In addition, the Company will not repurchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an Event of Default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

The Company will be required to comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, the Company will comply with such securities laws and regulations and will not be deemed to have breached the Company's obligations under the Change of Control Offer provisions of the Notes by virtue of any such conflict and compliance.

For purposes of the foregoing Change of Control Offer provisions, the following terms are applicable:

"**Change of Control**" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the Company's assets and its subsidiaries' assets, taken as a whole, to any person, other than the Company or one of its subsidiaries; *provided*, that none of the circumstances in this clause (a) will be a Change of Control if the persons that beneficially own the Company's Voting Stock immediately prior to the transaction own, directly or indirectly, Voting Stock of the transferee person representing a majority of the voting power of the transferee person's Voting Stock immediately after giving effect to the transaction; (b) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person

becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Company's outstanding Voting Stock, or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; *provided*, that a person shall not be deemed a beneficial owner of, or to own beneficially, (i) any securities tendered pursuant to a tender or exchange offer made by or on behalf of such person or any of such person's affiliates until such tendered securities are accepted for purchase or exchange thereunder or (ii) any securities if such beneficial ownership (A) arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made by the Company pursuant to the applicable rules and regulations under the Exchange Act and (B) is not also then reportable on Schedule 13D (or any successor schedule) under the Exchange Act; (c) the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the Company's outstanding Voting Stock or the Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction, measured by voting power rather than number of shares; (d) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors; or (e) the adoption of a plan relating to the liquidation or dissolution of the Company. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (a) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company or other person and (b)(1) the direct or indirect holders of the Voting Stock of such holding company or such other person immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction or (2) immediately following that transaction no person (other than a holding company or other person satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company or such other person. As used in this definition, the term "**person**" has the meaning given thereto in Section 13(d)(3) of the Exchange Act.

"**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Rating Event.

"**Continuing Directors**" means, as of any date of determination, any member of the Company's Board of Directors who (a) was a member of such Board of Directors on the date the Notes were issued or (b) was nominated for election, elected or appointed to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

"**Investment Grade**" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent Investment Grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"**Moody's**" means Moody's Investors Service, Inc. and its successors.

"**Rating Agencies**" means (a) each of Moody's and S&P; and (b) if any of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" as defined under Section 3(a)(62) of the Exchange Act selected by the Company (as certified by a Board Resolution) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"**Rating Event**" means the rating on the Notes is lowered by both Rating Agencies and the Notes are rated below Investment Grade by both Rating Agencies, in any case on any day during the period (which period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by either of the Rating Agencies) commencing upon the earlier of (a) the first public notice of the occurrence of a Change of Control or (b) the first public notice of the Company's intention to effect a Change of Control, and in each case, ending 60 days following the consummation of the Change of Control, and the rating on the Notes is not, within such period, subsequently upgraded by both Rating Agencies to an Investment Grade rating. However, a Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Change of Control Triggering Event for purposes of the definition of Change of Control Triggering Event) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform a Responsible Officer of the Trustee in writing at the Company's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control.

"**S&P**" means S&P Global Ratings and its successors.

"**Voting Stock**" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock or other equity interests of such person that is at the time entitled to vote generally in the election of the Board of Directors of such person.

Special Mandatory Redemption

In the event that (x) the NSI Industries Acquisition is not consummated on or prior to the date that is five (5) Business Days after the later of (i) May 1, 2027 or (ii) any later date as the parties to the Purchase Agreement may agree as the "Outside Date" thereunder or (y) the Company notifies the trustee in writing that it will not pursue the consummation of the NSI Industries Acquisition (any such event being a "**Special Mandatory Redemption Event**"), the Company will be required to redeem the Notes then outstanding (such redemption, the "**Special Mandatory Redemption**") at a redemption price equal to 101% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to, but excluding, the Special Mandatory Redemption Date (as defined below) (the "**Special Mandatory Redemption Price**"). For purposes of the foregoing, the NSI Industries Acquisition will be deemed consummated if the closing under the Purchase Agreement occurs, including after giving effect to any amendments or modifications to the Purchase Agreement or waivers thereunder acceptable to the Company. The Company's actions and determinations in determining the Special Mandatory Redemption Price for the Notes shall be conclusive and binding for all purposes, absent manifest error. The Trustee will not be responsible or liable for calculating, determining, confirming, or verifying the Special Mandatory Redemption Price.

In the event that the Company becomes obligated to redeem the Notes pursuant to the Special Mandatory Redemption, it will promptly, and in any event not more than ten (10) Business Days after the Special Mandatory Redemption Event, deliver notice to the Trustee of the Special Mandatory Redemption and the date upon which the Notes will be redeemed (the "**Special Mandatory Redemption Date**," which date shall be no later than the tenth (10) Business Day following the date of such notice, unless some longer minimum period may be required by DTC (or any successor depositary)), together with a notice of Special Mandatory Redemption for the Trustee to deliver to each registered holder of Notes. The Trustee will then reasonably promptly, in accordance with the Trustee's and DTC's (or any successor depositary's) procedures, mail, or electronically deliver such notice of Special Mandatory Redemption to each registered holder of Notes. Unless the Company defaults in payment of the Special Mandatory Redemption Price of the Notes, on and after such Special Mandatory Redemption Date interest will cease to accrue on the Notes.

"**NSI Industries Acquisition**" means the acquisition of NSI Electrical Buyer, Inc. by the Company pursuant to the Purchase Agreement.

"**Purchase Agreement**" means that certain Stock Purchase Agreement, dated as of May 1, 2026, by and among Hubbell Incorporated (Delaware), NSI Electrical Buyer, Inc., NSI Buyer, LP and, solely for purposes of Section 13.17 thereof, the Company, as amended, supplemented, restated or otherwise modified from time to time.

Notwithstanding the foregoing, installments of interest on the Notes that are due and payable on Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered holders as of the close of business on the relevant Regular Record Dates in accordance with the Notes and the Indenture.

Upon consummation of the NSI Industries Acquisition, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

The Notes will not have the benefit of any sinking fund.

Articles 4 and 15 of the Base Indenture (in each case, as modified by the Eighth Supplemental Indenture) will apply to the Notes.

If an Event of Default with respect to the Notes occurs and is continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of the Notes is registrable in the Security Register. If this Note is presented or surrendered for registration of transfer or exchange, it shall (if so required by the Company and the Trustee) be duly endorsed, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee, duly executed, by the Holder hereof or his attorney duly authorized in writing.

The Notes will be issued in Dollars and only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

No service charge will be payable by the Holder for any registration of transfer or exchange of this Note except as provided in Section 3.04(b) or 3.06 of the Indenture. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of this Note, other than those expressly provided in the Indenture to be made at the Company's own expense or without expense or without charge to the Holders.

The Company will make principal and interest payments on the Notes represented by this Note to the Paying Agent which in turn will make payment to DTC or its nominee, as the case may be, as the sole registered owner and the sole Holder of the Notes represented by this Note for all purposes under the Indenture. So long as DTC or its nominee is the registered owner of this Note, DTC or its nominee, as the case may be, will be considered the sole owner and Holder of the Notes represented by this Note for all purposes of the Notes.

All capitalized terms used, but not defined, in this Note shall have the meanings assigned to them in the Indenture.

[*To be included in Global Notes* — THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A U.S. DEPOSITARY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH U.S. DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

HUBBELL INCORPORATED

4.900% Senior Notes due 2033

CUSIP: 443510 AN2
ISIN: US443510AN24

No. R[ ] U.S. $[ ]

Hubbell Incorporated, a corporation duly organized and existing under the laws of the State of Connecticut (herein called the "**Company**," which term includes any person that succeeds thereto, and is substituted therefor, under the terms of the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of [ ] ($[ ]) on June 15, 2033 (the "**Stated Maturity Date**"). This Note will bear interest at the rate of 4.900% per annum from June 8, 2026. Interest on this Note will be payable semi-annually in arrears on June 15 and December 15 of each year (each, an "**Interest Payment Date**"), beginning on December 15, 2026, to the Person in whose name this Note is registered at the close of business on the June 1 and December 1 (whether or not a Business Day) preceding the relevant Interest Payment Date (the "**Regular Record Date**"). If any Interest Payment Date is not a Business Day, then payment will be made on the next succeeding Business Day, but without any additional interest or other amount. Interest payable on any Interest Payment Date (and the Stated Maturity Date) shall be the amount of interest accrued from, and including, the immediately preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the date hereof, if no interest has previously been paid or duly provided for with respect to this Note) to, but excluding, such Interest Payment Date (or the Stated Maturity Date). Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Principal of, premium, if any, on and interest on this Note shall be payable in Dollars, the transfer of this Note shall be registrable, and this Note shall be exchangeable for Notes of a like aggregate principal amount, at the office or agency of the Company maintained for such purpose, which shall initially be the office or agency of the Trustee in Hartford, Connecticut; *provided*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto at such address as shall appear in the Security Register or by wire transfer to an account appropriately designated by the Person entitled to payment; and *provided*, *further*, that the Company shall pay principal of, premium, if any, on, and interest on, this Note in global form registered in the name of or held by DTC or such other U.S. Depositary as any officer of the Company may from time to time designate, or its respective nominee, by wire in immediately available funds to DTC (or such other U.S. Depositary) or its nominee, as the case may be, as the Holder of this Note in global form.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: _____

HUBBELL INCORPORATED

By: _____
Name: Jonathon B. Murphy
Title: Treasurer

Attest: _____
Name: Katherine A. Lane
Title: Executive Vice President, General Counsel and Secretary

[CORPORATE SEAL]

Trustee's Certificate of Authentication

This Note is one of the Debt Securities of a series referred to in the within-mentioned Indenture.

Dated: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

This Note is one of a duly authorized series of Debt Securities of the Company designated the "4.900% Senior Notes due 2033" (herein called the "**Note**" or the "**Notes**," as the case may be), issued and to be issued under an Indenture, dated as of September 15, 1995 (the "**Base Indenture**"), between the Company and Chemical Bank (as predecessor trustee to The Bank of New York Mellon Trust Company, N.A.), as trustee, as heretofore supplemented and as amended and supplemented by the Eighth Supplemental Indenture, dated as of June 8, 2026 (the "**Eighth Supplemental Indenture**", and the Base Indenture as heretofore supplemented and as amended and supplemented by the Eighth Supplemental Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "**Trustee**"). Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes, and of the terms upon which the Notes are, and are to be, authenticated and delivered.

Optional Redemption

The Notes will be redeemable in whole or in part, at the Company's option, at any time and from time to time prior to April 15, 2033 (two months prior to the Stated Maturity Date) (such date, the "**Par Call Date**") at a Redemption Price equal to the greater of (the "**Applicable Premium**") (a) 100% of the principal amount of the Notes to be redeemed and (b) the sum of the present values of the remaining scheduled payments of principal and interest thereon from the Redemption Date to the Par Call Date (assuming for such purpose that the Notes matured on the Par Call Date and not including any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 15 basis points, plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date.

The Notes will be redeemable in whole or in part, at the Company's option, at any time and from time to time on or after the Par Call Date at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the Redemption Date.

Further, installments of interest on any Notes to be optionally redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the applicable Interest Payment Date to the Holders of the Notes as of the close of business on the relevant Regular Record Date according to such Notes and the Indenture.

Notice of any redemption will be mailed, or delivered electronically if the Notes are held by DTC in accordance with DTC's customary procedures, not less than 10 days and not more than 60 days prior to the Redemption Date to each Holder of Notes to be redeemed.

Any redemption or notice of any redemption may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of any equity offering or Change of Control, issuance of indebtedness or other transaction or event.

Notice of any change to the timing set forth in the original notice of redemption will be given prior to the Redemption Date and in accordance with DTC's applicable procedures. The Redemption Date may be delayed until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied (or waived by the Company in its sole discretion) and notice of any redemption may be rescinded at any time if the Company determines in its sole discretion that any or all of such conditions will not be satisfied (or waived). The Company may provide in such notice that payment of the applicable Redemption Price and the performance of its obligations with respect to such redemption may be performed by another person.

Unless the Company defaults in payment of the Redemption Price, from and after the Redemption Date, interest will cease to accrue on the Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the Notes to be redeemed will be selected by the Trustee by a method that the Trustee deems to be fair and appropriate.

For purposes of the foregoing optional redemption provisions, the following term is applicable:

"**Treasury Rate**" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs:

(a) The Treasury Rate applicable to the Notes shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding such Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("**H.15**") under the caption "U.S. government securities—Treasury constant maturities—Nominal" (or any successor caption or heading) ("**H.15 TCM**"). In determining the applicable Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "**Remaining Life**"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life—and shall interpolate to the Par Call Date, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from such Redemption Date; and

(b) If on the third Business Day preceding such Redemption Date H.15 TCM or any successor designation or publication is no longer published, the Company shall calculate the applicable Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date, and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount, and rounded to three decimal places) of such United States Treasury security at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date.

The Company shall execute, and the Trustee shall authenticate and deliver to the Holder of this Note without service charge, a new Note or Notes, of like tenor and form, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of this Note so surrendered.

Change of Control Offer

If a Change of Control Triggering Event occurs, unless the Company has (a) exercised its option to redeem the Notes as described above under "Optional Redemption", (b) become required to redeem the Notes as described below under "Special Mandatory Redemption" or (c) defeased the Notes pursuant to Article Fifteen of the Base Indenture (as modified by the Eighth Supplemental Indenture), the Company will be required to make an offer (a "**Change of Control Offer**") to each Holder of the Notes to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of each Holder's Notes in the manner and on the terms set forth herein. In a Change of Control Offer, the Company will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the repurchase date (a "**Change of Control Payment**"). Within 30 days following any Change of Control Triggering Event or, at the Company's option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, a notice will be mailed to the trustee and mailed, or delivered electronically if the Notes are held by DTC in accordance with DTC's customary procedures, to Holders of Notes, describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such Notes on the repurchase date specified in the applicable notice, which date will be no earlier than 15 days and (except to the extent that such notice is conditioned on the occurrence of the Change of Control Triggering Event) no later than 60 days from the date on which such notice is mailed (or delivered electronically) to the Holders of Notes, which date, in a notice conditioned on the occurrence of a Change of Control Triggering Event, may be designated by reference to the date that such condition is satisfied, rather than a specific date (a "**Change of Control Payment Date**").

The notice will, if mailed (or delivered electronically) prior to the date of consummation of the Change of Control, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the applicable Change of Control Payment Date specified in the notice.

On each Change of Control Payment Date, the Company will, to the extent lawful: (a) accept for payment all Notes or portions of Notes properly tendered pursuant to the applicable Change of Control Offer, (b) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered pursuant to the applicable Change of Control Offer, and (c) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased.

The Company will not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company, and such third party purchases all Notes properly tendered and not withdrawn under its offer. In addition, the Company will not repurchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an Event of Default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

The Company will be required to comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, the Company will comply with such securities laws and regulations and will not be deemed to have breached the Company's obligations under the Change of Control Offer provisions of the Notes by virtue of any such conflict and compliance.

For purposes of the foregoing Change of Control Offer provisions, the following terms are applicable:

"**Change of Control**" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the Company's assets and its subsidiaries' assets, taken as a whole, to any person, other than the Company or one of its subsidiaries; *provided*, that none of the circumstances in this clause (a) will be a Change of Control if the persons that beneficially own the Company's Voting Stock immediately prior to the transaction own, directly or indirectly, Voting Stock of the transferee person representing a majority of the voting power of the transferee person's Voting Stock immediately after giving effect to the transaction; (b) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person

becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Company's outstanding Voting Stock, or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; *provided*, that a person shall not be deemed a beneficial owner of, or to own beneficially, (i) any securities tendered pursuant to a tender or exchange offer made by or on behalf of such person or any of such person's affiliates until such tendered securities are accepted for purchase or exchange thereunder or (ii) any securities if such beneficial ownership (A) arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made by the Company pursuant to the applicable rules and regulations under the Exchange Act and (B) is not also then reportable on Schedule 13D (or any successor schedule) under the Exchange Act; (c) the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the Company's outstanding Voting Stock or the Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction, measured by voting power rather than number of shares; (d) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors; or (e) the adoption of a plan relating to the liquidation or dissolution of the Company. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (a) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company or other person and (b)(1) the direct or indirect holders of the Voting Stock of such holding company or such other person immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction or (2) immediately following that transaction no person (other than a holding company or other person satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company or such other person. As used in this definition, the term "**person**" has the meaning given thereto in Section 13(d)(3) of the Exchange Act.

"**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Rating Event.

"**Continuing Directors**" means, as of any date of determination, any member of the Company's Board of Directors who (a) was a member of such Board of Directors on the date the Notes were issued or (b) was nominated for election, elected or appointed to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

"**Investment Grade**" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent Investment Grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"**Moody's**" means Moody's Investors Service, Inc. and its successors.

"**Rating Agencies**" means (a) each of Moody's and S&P; and (b) if any of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" as defined under Section 3(a)(62) of the Exchange Act selected by the Company (as certified by a Board Resolution) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"**Rating Event**" means the rating on the Notes is lowered by both Rating Agencies and the Notes are rated below Investment Grade by both Rating Agencies, in any case on any day during the period (which period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by either of the Rating Agencies) commencing upon the earlier of (a) the first public notice of the occurrence of a Change of Control or (b) the first public notice of the Company's intention to effect a Change of Control, and in each case, ending 60 days following the consummation of the Change of Control, and the rating on the Notes is not, within such period, subsequently upgraded by both Rating Agencies to an Investment Grade rating. However, a Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Change of Control Triggering Event for purposes of the definition of Change of Control Triggering Event) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform a Responsible Officer of the Trustee in writing at the Company's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control.

"**S&P**" means S&P Global Ratings and its successors.

"**Voting Stock**" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock or other equity interests of such person that is at the time entitled to vote generally in the election of the Board of Directors of such person.

Special Mandatory Redemption

In the event that (x) the NSI Industries Acquisition is not consummated on or prior to the date that is five (5) Business Days after the later of (i) May 1, 2027 or (ii) any later date as the parties to the Purchase Agreement may agree as the "Outside Date" thereunder or (y) the Company notifies the trustee in writing that it will not pursue the consummation of the NSI Industries Acquisition (any such event being a "**Special Mandatory Redemption Event**"), the Company will be required to redeem the Notes then outstanding (such redemption, the "**Special Mandatory Redemption**") at a redemption price equal to 101% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to, but excluding, the Special Mandatory Redemption Date (as defined below) (the "**Special Mandatory Redemption Price**"). For purposes of the foregoing, the NSI Industries Acquisition will be deemed consummated if the closing under the Purchase Agreement occurs, including after giving effect to any amendments or modifications to the Purchase Agreement or waivers thereunder acceptable to the Company. The Company's actions and determinations in determining the Special Mandatory Redemption Price for the Notes shall be conclusive and binding for all purposes, absent manifest error. The Trustee will not be responsible or liable for calculating, determining, confirming, or verifying the Special Mandatory Redemption Price.

In the event that the Company becomes obligated to redeem the Notes pursuant to the Special Mandatory Redemption, it will promptly, and in any event not more than ten (10) Business Days after the Special Mandatory Redemption Event, deliver notice to the Trustee of the Special Mandatory Redemption and the date upon which the Notes will be redeemed (the "**Special Mandatory Redemption Date**," which date shall be no later than the tenth (10) Business Day following the date of such notice, unless some longer minimum period may be required by DTC (or any successor depositary)), together with a notice of Special Mandatory Redemption for the Trustee to deliver to each registered holder of Notes. The Trustee will then reasonably promptly, in accordance with the Trustee's and DTC's (or any successor depositary's) procedures, mail, or electronically deliver such notice of Special Mandatory Redemption to each registered holder of Notes. Unless the Company defaults in payment of the Special Mandatory Redemption Price of the Notes, on and after such Special Mandatory Redemption Date interest will cease to accrue on the Notes.

"**NSI Industries Acquisition**" means the acquisition of NSI Electrical Buyer, Inc. by the Company pursuant to the Purchase Agreement.

"**Purchase Agreement**" means that certain Stock Purchase Agreement, dated as of May 1, 2026, by and among Hubbell Incorporated (Delaware), NSI Electrical Buyer, Inc., NSI Buyer, LP and, solely for purposes of Section 13.17 thereof, the Company, as amended, supplemented, restated or otherwise modified from time to time.

Notwithstanding the foregoing, installments of interest on the Notes that are due and payable on Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered holders as of the close of business on the relevant Regular Record Dates in accordance with the Notes and the Indenture.

Upon consummation of the NSI Industries Acquisition, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

The Notes will not have the benefit of any sinking fund.

Articles 4 and 15 of the Base Indenture (in each case, as modified by the Eighth Supplemental Indenture) will apply to the Notes.

If an Event of Default with respect to the Notes occurs and is continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of the Notes is registrable in the Security Register. If this Note is presented or surrendered for registration of transfer or exchange, it shall (if so required by the Company and the Trustee) be duly endorsed, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee, duly executed, by the Holder hereof or his attorney duly authorized in writing.

The Notes will be issued in Dollars and only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

No service charge will be payable by the Holder for any registration of transfer or exchange of this Note except as provided in Section 3.04(b) or 3.06 of the Indenture. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of this Note, other than those expressly provided in the Indenture to be made at the Company's own expense or without expense or without charge to the Holders.

The Company will make principal and interest payments on the Notes represented by this Note to the Paying Agent which in turn will make payment to DTC or its nominee, as the case may be, as the sole registered owner and the sole Holder of the Notes represented by this Note for all purposes under the Indenture. So long as DTC or its nominee is the registered owner of this Note, DTC or its nominee, as the case may be, will be considered the sole owner and Holder of the Notes represented by this Note for all purposes of the Notes.

All capitalized terms used, but not defined, in this Note shall have the meanings assigned to them in the Indenture.

[*To be included in Global Notes* — THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A U.S. DEPOSITARY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A NOTE REGISTERED, AND NO TRANSFER OF THIS NOTE IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH U.S. DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.]

HUBBELL INCORPORATED

5.150% Senior Notes due 2036

CUSIP: 443510 AP7
ISIN: US443510AP71

No. R[ ] U.S. $[ ]

Hubbell Incorporated, a corporation duly organized and existing under the laws of the State of Connecticut (herein called the "**Company**," which term includes any person that succeeds thereto, and is substituted therefor, under the terms of the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of [ ] ($[ ]) on June 15, 2036 (the "**Stated Maturity Date**"). This Note will bear interest at the rate of 5.150% per annum from June 8, 2026. Interest on this Note will be payable semi-annually in arrears on June 15 and December 15 of each year (each, an "**Interest Payment Date**"), beginning on December 15, 2026, to the Person in whose name this Note is registered at the close of business on the June 1 and December 1 (whether or not a Business Day) preceding the relevant Interest Payment Date (the "**Regular Record Date**"). If any Interest Payment Date is not a Business Day, then payment will be made on the next succeeding Business Day, but without any additional interest or other amount. Interest payable on any Interest Payment Date (and the Stated Maturity Date) shall be the amount of interest accrued from, and including, the immediately preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the date hereof, if no interest has previously been paid or duly provided for with respect to this Note) to, but excluding, such Interest Payment Date (or the Stated Maturity Date). Interest on the Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Principal of, premium, if any, on and interest on this Note shall be payable in Dollars, the transfer of this Note shall be registrable, and this Note shall be exchangeable for Notes of a like aggregate principal amount, at the office or agency of the Company maintained for such purpose, which shall initially be the office or agency of the Trustee in Hartford, Connecticut; *provided*, that payment of interest may be made at the option of the Company by check mailed to the Person entitled thereto at such address as shall appear in the Security Register or by wire transfer to an account appropriately designated by the Person entitled to payment; and *provided*, *further*, that the Company shall pay principal of, premium, if any, on, and interest on, this Note in global form registered in the name of or held by DTC or such other U.S. Depositary as any officer of the Company may from time to time designate, or its respective nominee, by wire in immediately available funds to DTC (or such other U.S. Depositary) or its nominee, as the case may be, as the Holder of this Note in global form.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated: _____

HUBBELL INCORPORATED

By: _____
Name: Jonathon B. Murphy
Title: Treasurer

Attest: _____
Name: Katherine A. Lane
Title: Executive Vice President, General Counsel and Secretary

[CORPORATE SEAL]

Trustee's Certificate of Authentication

This Note is one of the Debt Securities of a series referred to in the within-mentioned Indenture.

Dated: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[Signature Page to Global Note]

This Note is one of a duly authorized series of Debt Securities of the Company designated the "5.150% Senior Notes due 2036" (herein called the "**Note**" or the "**Notes**," as the case may be), issued and to be issued under an Indenture, dated as of September 15, 1995 (the "**Base Indenture**"), between the Company and Chemical Bank (as predecessor trustee to The Bank of New York Mellon Trust Company, N.A.), as trustee, as heretofore supplemented and as amended and supplemented by the Eighth Supplemental Indenture, dated as of June 8, 2026 (the "**Eighth Supplemental Indenture**", and the Base Indenture as heretofore supplemented and as amended and supplemented by the Eighth Supplemental Indenture, the "**Indenture**"), between the Company and U.S. Bank Trust Company, National Association, a national banking association, as trustee (the "**Trustee**"). Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes, and of the terms upon which the Notes are, and are to be, authenticated and delivered.

Optional Redemption

The Notes will be redeemable in whole or in part, at the Company's option, at any time and from time to time prior to March 15, 2036 (three months prior to the Stated Maturity Date) (such date, the "**Par Call Date**") at a Redemption Price equal to the greater of (the "**Applicable Premium**") (a) 100% of the principal amount of the Notes to be redeemed and (b) the sum of the present values of the remaining scheduled payments of principal and interest thereon from the Redemption Date to the Par Call Date (assuming for such purpose that the Notes matured on the Par Call Date and not including any portion of such payments of interest accrued as of the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 15 basis points, plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date.

The Notes will be redeemable in whole or in part, at the Company's option, at any time and from time to time on or after the Par Call Date at a Redemption Price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the Redemption Date.

Further, installments of interest on any Notes to be optionally redeemed that are due and payable on Interest Payment Dates falling on or prior to a Redemption Date will be payable on the applicable Interest Payment Date to the Holders of the Notes as of the close of business on the relevant Regular Record Date according to such Notes and the Indenture.

Notice of any redemption will be mailed, or delivered electronically if the Notes are held by DTC in accordance with DTC's customary procedures, not less than 10 days and not more than 60 days prior to the Redemption Date to each Holder of Notes to be redeemed.

Any redemption or notice of any redemption may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of any equity offering or Change of Control, issuance of indebtedness or other transaction or event.

Notice of any change to the timing set forth in the original notice of redemption will be given prior to the Redemption Date and in accordance with DTC's applicable procedures. The Redemption Date may be delayed until such time (including more than 60 days after the date the notice of redemption was mailed or delivered, including by electronic transmission) as any or all such conditions shall be satisfied (or waived by the Company in its sole discretion) and notice of any redemption may be rescinded at any time if the Company determines in its sole discretion that any or all of such conditions will not be satisfied (or waived). The Company may provide in such notice that payment of the applicable Redemption Price and the performance of its obligations with respect to such redemption may be performed by another person.

Unless the Company defaults in payment of the Redemption Price, from and after the Redemption Date, interest will cease to accrue on the Notes or portions thereof called for redemption. If less than all of the Notes are to be redeemed, the Notes to be redeemed will be selected by the Trustee by a method that the Trustee deems to be fair and appropriate.

For purposes of the foregoing optional redemption provisions, the following term is applicable:

"**Treasury Rate**" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs:

(a) The Treasury Rate applicable to the Notes shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding such Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("**H.15**") under the caption "U.S. government securities—Treasury constant maturities—Nominal" (or any successor caption or heading) ("**H.15 TCM**"). In determining the applicable Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "**Remaining Life**"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life—and shall interpolate to the Par Call Date, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from such Redemption Date; and

(b) If on the third Business Day preceding such Redemption Date H.15 TCM or any successor designation or publication is no longer published, the Company shall calculate the applicable Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date, and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount, and rounded to three decimal places) of such United States Treasury security at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date.

The Company shall execute, and the Trustee shall authenticate and deliver to the Holder of this Note without service charge, a new Note or Notes, of like tenor and form, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of this Note so surrendered.

Change of Control Offer

If a Change of Control Triggering Event occurs, unless the Company has (a) exercised its option to redeem the Notes as described above under "Optional Redemption", (b) become required to redeem the Notes as described below under "Special Mandatory Redemption" or (c) defeased the Notes pursuant to Article Fifteen of the Base Indenture (as modified by the Eighth Supplemental Indenture), the Company will be required to make an offer (a "**Change of Control Offer**") to each Holder of the Notes to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of each Holder's Notes in the manner and on the terms set forth herein. In a Change of Control Offer, the Company will be required to offer payment in cash equal to 101% of the aggregate principal amount of Notes repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the repurchase date (a "**Change of Control Payment**"). Within 30 days following any Change of Control Triggering Event or, at the Company's option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, a notice will be mailed to the trustee and mailed, or delivered electronically if the Notes are held by DTC in accordance with DTC's customary procedures, to Holders of Notes, describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such Notes on the repurchase date specified in the applicable notice, which date will be no earlier than 15 days and (except to the extent that such notice is conditioned on the occurrence of the Change of Control Triggering Event) no later than 60 days from the date on which such notice is mailed (or delivered electronically) to the Holders of Notes, which date, in a notice conditioned on the occurrence of a Change of Control Triggering Event, may be designated by reference to the date that such condition is satisfied, rather than a specific date (a "**Change of Control Payment Date**").

The notice will, if mailed (or delivered electronically) prior to the date of consummation of the Change of Control, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the applicable Change of Control Payment Date specified in the notice.

On each Change of Control Payment Date, the Company will, to the extent lawful: (a) accept for payment all Notes or portions of Notes properly tendered pursuant to the applicable Change of Control Offer, (b) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered pursuant to the applicable Change of Control Offer, and (c) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being repurchased.

The Company will not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company, and such third party purchases all Notes properly tendered and not withdrawn under its offer. In addition, the Company will not repurchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an Event of Default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

The Company will be required to comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, the Company will comply with such securities laws and regulations and will not be deemed to have breached the Company's obligations under the Change of Control Offer provisions of the Notes by virtue of any such conflict and compliance.

For purposes of the foregoing Change of Control Offer provisions, the following terms are applicable:

"**Change of Control**" means the occurrence of any of the following: (a) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the Company's assets and its subsidiaries' assets, taken as a whole, to any person, other than the Company or one of its subsidiaries; *provided*, that none of the circumstances in this clause (a) will be a Change of Control if the persons that beneficially own the Company's Voting Stock immediately prior to the transaction own, directly or indirectly, Voting Stock of the transferee person representing a majority of the voting power of the transferee person's Voting Stock immediately after giving effect to the transaction; (b) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person

becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Company's outstanding Voting Stock, or other Voting Stock into which the Company's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; *provided*, that a person shall not be deemed a beneficial owner of, or to own beneficially, (i) any securities tendered pursuant to a tender or exchange offer made by or on behalf of such person or any of such person's affiliates until such tendered securities are accepted for purchase or exchange thereunder or (ii) any securities if such beneficial ownership (A) arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made by the Company pursuant to the applicable rules and regulations under the Exchange Act and (B) is not also then reportable on Schedule 13D (or any successor schedule) under the Exchange Act; (c) the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the Company's outstanding Voting Stock or the Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction, measured by voting power rather than number of shares; (d) the first day on which a majority of the members of the Company's Board of Directors are not Continuing Directors; or (e) the adoption of a plan relating to the liquidation or dissolution of the Company. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (a) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company or other person and (b)(1) the direct or indirect holders of the Voting Stock of such holding company or such other person immediately following that transaction are substantially the same as the holders of the Company's Voting Stock immediately prior to that transaction or (2) immediately following that transaction no person (other than a holding company or other person satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company or such other person. As used in this definition, the term "**person**" has the meaning given thereto in Section 13(d)(3) of the Exchange Act.

"**Change of Control Triggering Event**" means the occurrence of both a Change of Control and a Rating Event.

"**Continuing Directors**" means, as of any date of determination, any member of the Company's Board of Directors who (a) was a member of such Board of Directors on the date the Notes were issued or (b) was nominated for election, elected or appointed to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

"**Investment Grade**" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent Investment Grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"**Moody's**" means Moody's Investors Service, Inc. and its successors.

"**Rating Agencies**" means (a) each of Moody's and S&P; and (b) if any of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" as defined under Section 3(a)(62) of the Exchange Act selected by the Company (as certified by a Board Resolution) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"**Rating Event**" means the rating on the Notes is lowered by both Rating Agencies and the Notes are rated below Investment Grade by both Rating Agencies, in any case on any day during the period (which period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by either of the Rating Agencies) commencing upon the earlier of (a) the first public notice of the occurrence of a Change of Control or (b) the first public notice of the Company's intention to effect a Change of Control, and in each case, ending 60 days following the consummation of the Change of Control, and the rating on the Notes is not, within such period, subsequently upgraded by both Rating Agencies to an Investment Grade rating. However, a Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Change of Control Triggering Event for purposes of the definition of Change of Control Triggering Event) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform a Responsible Officer of the Trustee in writing at the Company's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control.

"**S&P**" means S&P Global Ratings and its successors.

"**Voting Stock**" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock or other equity interests of such person that is at the time entitled to vote generally in the election of the Board of Directors of such person.

Special Mandatory Redemption

In the event that (x) the NSI Industries Acquisition is not consummated on or prior to the date that is five (5) Business Days after the later of (i) May 1, 2027 or (ii) any later date as the parties to the Purchase Agreement may agree as the "Outside Date" thereunder or (y) the Company notifies the trustee in writing that it will not pursue the consummation of the NSI Industries Acquisition (any such event being a "**Special Mandatory Redemption Event**"), the Company will be required to redeem the Notes then outstanding (such redemption, the "**Special Mandatory Redemption**") at a redemption price equal to 101% of the aggregate principal amount of the Notes plus accrued and unpaid interest, if any, to, but excluding, the Special Mandatory Redemption Date (as defined below) (the "**Special Mandatory Redemption Price**"). For purposes of the foregoing, the NSI Industries Acquisition will be deemed consummated if the closing under the Purchase Agreement occurs, including after giving effect to any amendments or modifications to the Purchase Agreement or waivers thereunder acceptable to the Company. The Company's actions and determinations in determining the Special Mandatory Redemption Price for the Notes shall be conclusive and binding for all purposes, absent manifest error. The Trustee will not be responsible or liable for calculating, determining, confirming, or verifying the Special Mandatory Redemption Price.

In the event that the Company becomes obligated to redeem the Notes pursuant to the Special Mandatory Redemption, it will promptly, and in any event not more than ten (10) Business Days after the Special Mandatory Redemption Event, deliver notice to the Trustee of the Special Mandatory Redemption and the date upon which the Notes will be redeemed (the "**Special Mandatory Redemption Date**," which date shall be no later than the tenth (10) Business Day following the date of such notice, unless some longer minimum period may be required by DTC (or any successor depositary)), together with a notice of Special Mandatory Redemption for the Trustee to deliver to each registered holder of Notes. The Trustee will then reasonably promptly, in accordance with the Trustee's and DTC's (or any successor depositary's) procedures, mail, or electronically deliver such notice of Special Mandatory Redemption to each registered holder of Notes. Unless the Company defaults in payment of the Special Mandatory Redemption Price of the Notes, on and after such Special Mandatory Redemption Date interest will cease to accrue on the Notes.

"**NSI Industries Acquisition**" means the acquisition of NSI Electrical Buyer, Inc. by the Company pursuant to the Purchase Agreement.

"**Purchase Agreement**" means that certain Stock Purchase Agreement, dated as of May 1, 2026, by and among Hubbell Incorporated (Delaware), NSI Electrical Buyer, Inc., NSI Buyer, LP and, solely for purposes of Section 13.17 thereof, the Company, as amended, supplemented, restated or otherwise modified from time to time.

Notwithstanding the foregoing, installments of interest on the Notes that are due and payable on Interest Payment Dates falling on or prior to the Special Mandatory Redemption Date will be payable on such Interest Payment Dates to the registered holders as of the close of business on the relevant Regular Record Dates in accordance with the Notes and the Indenture.

Upon consummation of the NSI Industries Acquisition, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

The Notes will not have the benefit of any sinking fund.

Articles 4 and 15 of the Base Indenture (in each case, as modified by the Eighth Supplemental Indenture) will apply to the Notes.

If an Event of Default with respect to the Notes occurs and is continuing, the principal of the Notes may be declared due and payable in the manner and with the effect provided in the Indenture.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of the Notes is registrable in the Security Register. If this Note is presented or surrendered for registration of transfer or exchange, it shall (if so required by the Company and the Trustee) be duly endorsed, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee, duly executed, by the Holder hereof or his attorney duly authorized in writing.

The Notes will be issued in Dollars and only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

No service charge will be payable by the Holder for any registration of transfer or exchange of this Note except as provided in Section 3.04(b) or 3.06 of the Indenture. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of this Note, other than those expressly provided in the Indenture to be made at the Company's own expense or without expense or without charge to the Holders.

The Company will make principal and interest payments on the Notes represented by this Note to the Paying Agent which in turn will make payment to DTC or its nominee, as the case may be, as the sole registered owner and the sole Holder of the Notes represented by this Note for all purposes under the Indenture. So long as DTC or its nominee is the registered owner of this Note, DTC or its nominee, as the case may be, will be considered the sole owner and Holder of the Notes represented by this Note for all purposes of the Notes.

All capitalized terms used, but not defined, in this Note shall have the meanings assigned to them in the Indenture.

Exhibit 5.1

[*Letterhead of Wachtell, Lipton, Rosen & Katz*]

June 8, 2026

Hubbell Incorporated
40 Waterview Drive
Shelton, CT 06484

Re: Hubbell Incorporated Current Report on Form 8-K filed on June 8, 2026

Ladies and Gentlemen:

We have acted as special outside counsel to Hubbell Incorporated, a Connecticut corporation (the "Company"), in connection with the sale by the Company to the Underwriters (as defined below) pursuant to the Underwriting Agreement, dated June 2, 2026 (the "Underwriting Agreement") between the Company and the Underwriters listed in Schedule I of the Underwriting Agreement (the "Underwriters"), pursuant to the Registration Statement on Form S-3ASR (File No. 333-289041) (the "Registration Statement") of $500 million aggregate principal amount of 4.650% notes due 2031 (the "2031 Notes"), $700 million aggregate principal amount of 4.900% notes due 2033 (the "2033 Notes"), and $700 million aggregate principal amount of 5.150% notes due 2036 (the "2036 Notes," and together with the 2031 Notes and the 2033 Notes, the "Notes"), issued under the Indenture dated as of September 15, 1995 (the "Base Indenture") between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A. (successor as trustee to JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, formerly known as Chemical Bank))), as trustee, as amended and supplemented by the Eighth Supplemental Indenture, dated as of June 8, 2026 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

We have examined and relied on originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records, certificates of the Company and public officials and other instruments as we have deemed necessary or appropriate for the purposes of this letter, including (a) the Registration Statement; (b) the base prospectus, dated July 29, 2025, included in the Registration Statement, but excluding the documents incorporated therein; (c) the Preliminary Prospectus Supplement dated June 8, 2026, as filed with the Securities and Exchange Commission (the "Commission") pursuant to Rule 424(b)(2) under the Securities Act of 1933 (the "Act"), but excluding the documents incorporated by reference therein; (d) the final term sheet dated June 2, 2026, as filed with the Commission pursuant to Rule 433 under the Act; (e) the Prospectus Supplement dated June 4, 2026, as filed with the Commission pursuant to Rule 424(b)(2) under the Act, but excluding the documents incorporated by reference therein; (f) a copy of the Amended and Restated Certificate of Incorporation of the Company and a copy of the amended and restated Bylaws of the Company, each as set forth in the certificate of the Secretary of the Company dated the date hereof; (g) the Indenture; (h) a copy of the Global Note (CUSIP No. 443510 AM4), represented by Certificate No. R-1, dated as of June 8, 2026; (i) a copy of the Global Note (CUSIP No. 443510 AN2), represented by Certificate No. R-1, dated as of June 8, 2026; (j) a copy of the Global Note (CUSIP No. 443510 AN2), represented by Certificate No. R-2, dated as of June 8, 2026; (k) a copy of the Global Note (CUSIP No. 443510 AP7), represented by Certificate No. R-1, dated as of June 8, 2026; (l) a copy of the Global Note (CUSIP No. 443510 AP7), represented by Certificate No. R-2, dated as of June 8, 2026; (m) an executed copy of the Underwriting Agreement; and (n) the resolutions of the Board of Directors of the Company relating to the issuance of the Notes. In such examination, we have assumed (i) the authenticity of original documents and the genuineness of all signatures; (ii) the conformity to the originals of all documents submitted to us as copies; (iii) the truth, accuracy and completeness of the information, representations and warranties contained in the agreements, records, documents, instruments and certificates we have reviewed; (iv) all Notes will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the Prospectus Supplement; and (v) the Underwriting Agreement has been duly authorized and validly executed and delivered by the Underwriters. We also have assumed that the terms of the Notes have been established so as not to, and that the execution and delivery by the parties thereto and the performance of such parties' obligations under the Notes will not, breach, contravene, violate, conflict with or constitute a default under (1) any law, rule or regulation to which any party thereto is subject (excepting the laws of the State of New York and the federal securities laws of the United States of America as such laws apply to the Company), (2) any judicial or regulatory order or decree of any governmental authority or (3) any consent, approval, license, authorization or validation of, or filing, recording or registration with any governmental authority. We also have assumed that the Indenture and the Notes are the valid and legally binding obligation of the Trustee. As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others. We have further assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of documents submitted to us as certified, facsimile, conformed, electronic or photostatic copies, and the authenticity of the originals of such copies.

We are members of the Bar of the State of New York, and we have not considered, and we express no opinion as to, the laws of any jurisdiction other than the laws of the State of New York and the federal securities laws of the United States of America, in each case as in effect on the date hereof.

Based upon the foregoing, and subject to the qualifications set forth in this letter, we advise you that, in our opinion, the Notes, when duly executed, authenticated, issued, delivered and paid for in accordance with the terms of the Indenture and the Underwriting Agreement, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

The opinion set forth above is subject to the effects of (a) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally; (b) general equitable principles (whether considered in a proceeding in equity or at law); (c) an implied covenant of good faith and fair dealing; (d) provisions of law that require that a judgment for money damages rendered by a court in the United States be expressed only in United States dollars; (e) limitations by any governmental authority that limit, delay or prohibit the making of payments outside the United States; and (f) generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver, (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected, (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, gross negligence, recklessness, willful misconduct or unlawful conduct, (iv) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed-upon exchange, (v) may limit the enforceability of provisions providing for compounded interest, imposing increased interest rates or late payment charges upon delinquency in payment or default or providing for liquidated damages or for premiums upon acceleration, or (vi) limit the waiver of rights under usury laws. Furthermore, the manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. We express no opinion as to the effect of Section 210(p) of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as amended.

We express no opinion as to whether, or the extent to which, the laws of any particular jurisdiction apply to the subject matter hereof, including, without limitation, the enforceability of the governing law provision contained in the Notes and the Indenture. We express no opinion as to the ability of another court, federal or state, to accept jurisdiction and/or venue in the event the chosen court is unavailable for any reason, including, without limitation, natural disaster, act of God, human health or safety reasons (including a pandemic) or otherwise.

Insofar as the opinion expressed herein relates to or is dependent upon matters governed by the laws of the State of Connecticut, we have relied upon the opinion letter, dated the date hereof, of Robinson & Cole LLP, which opinion letter is being filed as Exhibit 5.2 to the Company's Current Report on Form 8-K.

This letter speaks only as of its date and is delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act. We hereby consent to the filing of a copy of this letter as an exhibit to the Company's Current Report on Form 8-K, filed on June 8, 2026 and to the use of our name in the prospectus forming a part of the Registration Statement under the caption "Validity of Securities." In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Wachtell, Lipton, Rosen & Katz

Exhibit 5.2

[Letterhead of Robinson & Cole LLP]

June 8, 2026

Hubbell Incorporated
40 Waterview Drive
Shelton, Connecticut 06484

Re: Registration Statement on Form S-3 of Hubbell Incorporated
Commission File No. 333-289041, $500,000,000 in Aggregate
Principal Amount of 4.650% Senior Notes due 2031, $700,000,000 in Aggregate
Principal Amount of 4.900% Senior Notes due 2033 and $700,000,000 in Aggregate
Principal Amount of 5.150% Senior Notes due 2036

Ladies and Gentlemen:

We have acted as Connecticut counsel to Hubbell Incorporated, a Connecticut corporation (the "Company"), in connection with the issuance and sale by the Company of $500,000,000 in aggregate principal amount of its 4.650% Senior Notes due 2031, $700,000,000 in aggregate principal amount of its 4.900% Senior Notes due 2033 and $700,000,000 in aggregate principal amount of its 5.150% Senior Notes due 2036 (collectively, the "Notes") pursuant to a Registration Statement on Form S-3 under the Securities Act of 1933, as amended (including the rules and regulations promulgated thereunder, the "Act"), filed with the U.S. Securities and Exchange Commission (the "SEC") on July 29, 2025 (File No. 333-289041) which registration statement became automatically effective under Rule 462(e) promulgated under the Act (as so filed and amended, the "Registration Statement"), a Prospectus, dated July 29, 2025, included as part of the Registration Statement at the time it originally became effective (the "Base Prospectus"), a preliminary Prospectus Supplement, dated June 2, 2026, filed with the SEC describing the Notes offered thereby (together with the Base Prospectus and a related pricing term sheet filed with the SEC as a free writing prospectus on June 2, 2026, the "Preliminary Prospectus"), and a final Prospectus Supplement, dated June 2, 2026, filed with the SEC (together with the Base Prospectus, the "Prospectus").

This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, the Preliminary Prospectus or the Prospectus, other than as expressly stated herein with respect to the issuance of the Notes.

In connection with this opinion letter, we have reviewed the Registration Statement, the Preliminary Prospectus, the Prospectus, the Indenture, dated as of September 15, 1995, by and between the Company and The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A. (successor as trustee to JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, formerly known as Chemical Bank))), as trustee (the "Base Indenture"), as supplemented by the Eighth Supplemental Indenture, dated as of June 8, 2026, by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Supplemental Indenture," and the Base Indenture as amended and supplemented by the Supplemental Indenture, the "Indenture"), copies of the Global Notes representing the Notes, the Underwriting Agreement, dated June 2, 2026, among the Company and J.P. Morgan Securities LLC, BofA Securities, Inc. and HSBC Securities (USA) Inc., as representatives of the several underwriters listed on Schedule I thereto (the "Underwriting Agreement"), the Company's Amended and Restated Certificate of Incorporation, the Company's Amended and Restated By-Laws, and the resolutions adopted by the Board of Directors of the Company relating to the offer and sale of the Notes; and we have examined and relied upon originals, or copies, certified or otherwise identified to our satisfaction, of such records of the Company, certificates of public officials and such other documents and instruments, and have made such other examinations, as we have deemed necessary or appropriate to enable us to render the opinion set forth herein. As to certain questions of fact material to our opinion, we have relied, with your consent, upon statements in the Registration Statement, the Preliminary Prospectus, the Prospectus, the Underwriting Agreement, the Indenture, certificates of public officials and certificates and statements of officers of the Company and have made no independent investigation of such matters. We have assumed, with your consent, that any certificates of government officials dated prior to the date hereof are still effective and accurate as of the date of this opinion letter.

In rendering the opinion expressed herein, we have assumed, with your consent, (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as copies, (d) the authenticity of the originals of such latter documents, (e) the legal competence of all signatories to such documents, (f) each person signing in a representative capacity any document reviewed by us had authority to sign in such capacity, and (g) the truth, accuracy and completeness of the representations and warranties, statements and other information contained in the records, documents, instruments and certificates we have reviewed.

In addition, we have assumed, with your consent, that the Base Indenture has been duly executed and delivered by, and is the valid, binding and enforceable obligation of, the parties thereto, is in full force and effect and has not been amended or modified in a manner that would affect the opinion set forth herein.

The opinion expressed herein is limited to the laws of the State of Connecticut. We express no opinion herein as to the laws of any other state or of the United States and express no opinion as to any federal or state securities or "blue sky" laws or regulations, including without limitation, the Trust Indenture Act of 1939, as amended. We express no opinion as to any state or federal laws or regulations applicable to the subject transactions because of the legal or regulatory status of the Company or any other parties to the documents referenced herein.

Based on the foregoing, and subject to the qualifications, limitations and assumptions stated herein, we are of the opinion that the Company has taken all necessary corporate action to authorize the offering and sale of the Notes pursuant to the Registration Statement.

The opinion expressed herein is based upon currently existing statutes, rules, regulations and judicial decisions. We express no opinion herein regarding the effect that any future event or change in circumstances would have on the opinion expressed herein, and we disclaim any obligation to advise you of any change in circumstances or any change in applicable law or the interpretation thereof or subsequent legal or factual developments which might affect any matters or the opinion set forth herein. Any such change in circumstances or in any applicable law, or the interpretation thereof, or in any information or assumptions upon which we have relied, or any inaccuracy of such information or assumptions, could affect the opinion expressed herein. We are opining only as to the matters expressly set forth herein, and no opinion, implied or otherwise, should be inferred as to any other matters.

This opinion letter is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act and may not be used or relied upon by you or any other person for any other purpose whatsoever without in each instance our prior written consent; provided that copies of this opinion letter may be furnished to your auditors, attorneys and to any person (including any governmental or regulatory body) to the extent required by applicable law, regulation or court order. Notwithstanding the foregoing, Wachtell, Lipton, Rosen & Katz, in rendering its opinion to the Company, dated the date hereof, which opinion letter is being filed as an exhibit to the Company's Current Report on Form 8-K, dated June 8, 2026 (the "Form 8-K"), may rely upon the opinion expressed herein, subject to all of the qualifications, limitations and assumptions herein, as if this letter were addressed directly to them.

We hereby consent to the filing of a copy of this opinion letter as an exhibit to the Form 8-K and to the reference to our firm contained in the Preliminary Prospectus and the Prospectus under the heading "Validity of Notes." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ ROBINSON & COLE LLP

Exhibit 99.1

Hubbell Incorporated Prices $1.9 Billion Senior Notes Offering

SHELTON, CT (June 2, 2026) — Hubbell Incorporated (NYSE: HUBB) ("Hubbell" or the "Company") today announced that it has successfully priced an offering (the "offering") of an aggregate principal amount of $1.9 billion of senior notes, consisting of $500 million aggregate principal amount of 4.650% senior notes due 2031, $700 million aggregate principal amount of 4.900% senior notes due 2033 and $700 million aggregate principal amount of 5.150% senior notes due 2036 (collectively, the "notes").

The offering is expected to close on June 8, 2026, subject to customary closing conditions. Hubbell intends to use the net proceeds from the offering, together with cash on hand and/or additional borrowings, to finance the consideration payable in connection with its proposed acquisition of NSI Electrical Buyer, Inc. (together with its subsidiaries, "NSI"), repay certain existing indebtedness of NSI, and pay related transaction costs. Any remaining net proceeds from the offering are expected to be used for general corporate purposes.

J.P. Morgan Securities LLC, BofA Securities, Inc., and HSBC Securities (USA) Inc. are acting as joint book-running managers for the offering.

The notes are being offered pursuant to an effective shelf registration statement on Form S-3 filed with the U.S. Securities and Exchange Commission (the "SEC"). The offering is being made only by means of a prospectus supplement and accompanying prospectus. A copy of the prospectus supplement and accompanying prospectus relating to the offering may be obtained by contacting J.P. Morgan Securities LLC at 270 Park Ave, New York, NY 10017, Attention: Investment Grade Syndicate Desk, or calling collect at 212-834-4533; BofA Securities, Inc. at 201 North Tryon Street, NC1-022-02-25, Charlotte, NC 28255-0001, Attn: Prospectus Department, emailing dg.prospectus_requests@bofa.com or calling toll-free 1-800-294-1322; or HSBC Securities (USA) Inc., 66 Hudson Boulevard, New York, NY 10001, or calling toll-free at 866-811-8049. You may also get these documents for free by visiting the SEC's website at www.sec.gov.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy the notes described herein or any other securities, nor shall there be any sale of these notes in any state or jurisdiction in which such offer, solicitation or sale would be unlawful.

About Hubbell

Hubbell Incorporated is a leading manufacturer of utility and electrical solutions enabling customers to operate critical infrastructure safely, reliably and efficiently. With 2025 revenues of $5.8 billion, Hubbell solutions electrify economies and energize communities. The corporate headquarters is located in Shelton, CT.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are not intended to be a guarantee of future results, but instead constitute Hubbell's current expectations based on reasonable assumptions. Such forward-looking statements include, but are not limited to, our financing plans, including the offering of the notes and the details thereof, the proposed use of proceeds therefrom (including, without limitation, the timing of the completion of our proposed acquisition of NSI) and other expected effects of the offering of the notes and anticipated use of our shelf registration statement, which are subject to risks and uncertainties, such as our continued

eligibility to use the shelf registration statement, demand for our securities, market and general economic conditions and other risks and uncertainties. Forward-looking statements may be identified by the use of forward-looking words or phrases such as “believe”, “expect”, “anticipate”, “intend”, “depend”, “plan”, “estimated”, “predict”, “target”, “should”, “could”, “may”, “subject to”, “continues”, “growing”, “prospective”, “forecast”, “projected”, “purport”, “might”, “if”, “contemplate”, “potential”, “pending”, “goals”, “scheduled”, “will”, “will likely be”, and similar words and phrases. Such forward-looking statements are based on our current expectations and involve numerous assumptions, known and unknown risks, uncertainties and other factors which may cause actual and future performance or Hubbell’s achievements to be materially different from any future results, performance, or achievements expressed or implied by such forward-looking statements. Such factors include, but are not limited to: the impact of and substantial uncertainty regarding the duration of existing and newly announced trade tariffs, import quotas or other trade actions, restrictions or measures taken by the United States, China, Mexico, the United Kingdom, member states of the European Union, and other countries, including the recent and ongoing potential changes in U.S. trade policies, that may be made by the current or a future presidential administration and changes in trade policies in other countries made in response to changes in the U.S. trade policies; the general impact of inflation on our business, including the impact on raw materials costs, elevated interest rates and increased energy costs and our ability to implement and maintain pricing actions that we have taken to cover higher costs and protect our margin profile; economic and business conditions in particular industries, markets or geographic regions, as well the potential for macro-economic effects of the U.S. government federal deficit, and continued inflation, a significant economic slowdown, stagflation or recession; effects of unfavorable foreign currency exchange rates and the potential use of hedging instruments to hedge the exposure to fluctuating rates of foreign currency exchange on inventory purchases; supply chain disruptions and availability, costs and quantity of raw materials, purchased components, energy and freight; changes in demand for our products, market conditions, product quality, or product availability adversely affecting sales levels; ability to effectively develop and introduce new products; changes in markets or competition adversely affecting realization of price increases; continued softness in the grid automation market of Utility Solutions and residential market of Electrical Solutions; failure to achieve projected levels of efficiencies, and maintain cost savings and cost reduction measures, including those expected as a result of our lean initiatives and strategic sourcing plans; failure to comply with import and export laws; changes relating to impairment of our goodwill and other intangible assets; inability to access capital markets or failure to maintain our credit ratings; changes in expected or future levels of operating cash flow, indebtedness and capital spending; regulatory issues, and extensive worldwide changes to the taxation of multinational enterprises, including global minimum tax rules under the Organisation for Economic Co-operation and Development’s Pillar Two initiative and potential modifications to corporate taxation by the U.S. government, including adjustments to tax rates, deduction limitations, cross-border tax provisions, and administrative guidance; a major disruption in one or more of our manufacturing or distribution facilities or headquarters, including the impact of plant consolidations and relocations; changes in our relationships with, or the financial condition or performance of, key distributors and other customers, agents or business partners which could adversely affect our results of operations; the impact of productivity improvements on lead times, quality and delivery of product; anticipated future contributions and assumptions including increases in interest rates and changes in plan assets with respect to pensions and other retirement benefits, as well as pension withdrawal liabilities; adjustments to product warranty accruals in

response to claims incurred, historical experiences and known costs; unexpected costs or charges, certain of which might be outside of our control; changes in strategy due to economic conditions or other conditions outside of our control affecting anticipated future global product sourcing levels; ability to carry out future acquisitions and strategic investments in our core businesses as well as the acquisition related costs; the ability of government customers to meet their financial obligations; political unrest and military actions in foreign countries, including the conflicts in Ukraine and the Middle East and trade tensions with China, as well as the impact on world markets and energy supplies and prices resulting therefrom, including the U.S.-Israel-Iran conflict, which has had substantial effects on global trade, the energy markets and the financial markets; the impact of potential natural disasters or additional public health emergencies on our financial condition and results of operations; failure of information technology systems, cybersecurity breaches, cyber threats, malware, phishing attacks, break-ins and similar events resulting in unauthorized disclosure of confidential information or disruptions or damage to information technology systems that could cause interruptions to our operations or adversely affect our internal control over financial reporting; incurring significant and/or unexpected costs to avoid, manage, defend and litigate intellectual property matters; future repurchases of common stock under our common stock repurchase program; changes in accounting principles, interpretations, or estimates; failure to comply with any laws and regulations, including those related to data privacy and information security; the outcome of environmental, legal and tax contingencies or costs compared to amounts provided for such contingencies; improper conduct by any of our employees, agents or business partners that damages our reputation or subjects us to civil or criminal liability; our ability to hire, retain and develop qualified personnel; the ability to successfully manage and integrate acquired businesses, such as the acquisitions of Alliance USAcqCo 2, Inc. (the Ventev business), Nicor, Inc. (the Nicor business), and Power Rose Acquisition, Inc. (the DMC Power business), as well as the failure to realize expected synergies and benefits anticipated when we make an acquisition due to potential adverse reactions or changes to business or employee relationships resulting from completion of the transaction, competitive responses to the transaction, the possibility that the anticipated benefits of the transaction are not realized when expected or at all, including as a result of the impact of, or problems arising from, the integration of an acquired business, diversion of management's attention from ongoing business operations and opportunities, and litigation relating to the transaction; the impact of certain divestitures, including the benefits and costs of the sale of the residential lighting business; the ability to effectively implement Enterprise Resource Planning systems without disrupting operational and financial processes; Hubbell's ability to complete the acquisition of NSI on the proposed terms or on the anticipated timeline, or at all; failure to achieve the anticipated benefits from the acquisition of NSI; other risks related to the completion of the acquisition of NSI and actions related thereto, including transaction costs and/or unknown or inestimable liabilities; risk factors related to the integration of NSI and the future opportunities and plans for the combined company; and other factors described in our Securities and Exchange Commission filings, including in the prospectus supplement related to the offering and in the "Business", "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations", "Forward-Looking Statements", and "Quantitative and Qualitative Disclosures about Market Risk" sections in our Annual Report on Form 10-K for the year ended December 31, 2025 and Quarterly Reports on Form 10-Q. Any such forward-looking statements are not guarantees of future performance and actual results, developments and business decisions may differ from those contemplated by such forward-looking statements. Potential investors are encouraged to read Hubbell's filings to learn more about the risk factors associated with Hubbell's business and the offering. Hubbell undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except where required by law.

Contact: Jonathon Murphy
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Shelton, Connecticut 06484
(475) 882-4000