



GENERAL SALES TERMS AND CONDITIONS

Foreword

These General Sales Terms and Conditions apply to the Contractual relations between ABB and its Customers regarding Products, Systems or Services. Conditions, together with the Order and the Order Confirmation, constitute the entire agreement between the Parties and supersede any prior oral or written understandings or representations between ABB and the Customer relating to the Supply. Capitalized terms of these Conditions shall have the meaning attributed thereto in Article 1 "Definitions".

1. DEFINITIONS

ABB: ABB d.o.o.

Customer(s): A Customer who requests and/or receives an Offer from or submits an Order to ABB, and, where provided under the Order Confirmation and/or applicable laws, does so from/to its possible successors.

Company Group: A set of companies directly and/or indirectly controlled by a Party and of the companies subject with that Party to common control.

Conditions: These General Sales Terms and Conditions.

Contract: Provisions of the Conditions, of the Order and of the Order Confirmation.

Offer: A document which ABB submits to a Customer in Order to receive an Order.

Order: A document (and its attachments) signed by the Customer and submitted to ABB for acceptance whereby the Customer Orders from ABB Products, Systems and/or Services. The definition of Order also covers the changes to an Order accepted by ABB after the signature of the Contract.

Order Confirmation: Written communication whereby ABB confirms the acceptance of an Order to the Customer, thus stipulating the Contract.

Party: The Customer and/or ABB.

Parties: The Customer and ABB.

Price(s): The Price(s) indicated in the Order Confirmation.

Product(s): The good(s) specified in the Order Confirmation.

Service(s): The Service(s) specified in the Order Confirmation.

System(s): The System(s) specified in the Order Confirmation.

Supply: The overall scope of the Order Confirmation.

2. STRUCTURE OF CONTRACT

Unless otherwise agreed to by the Parties, the Customer agrees that each Order referring to the Conditions, and the relevant Order Confirmation from ABB, is a separate Contract, legally independent from any others.

Each time the Customer submits an Order which is subject to the Order Confirmation by ABB, the relevant Supply shall be subject to the further Contractual conditions for Products, Systems and/or Services indicated in the Order and in the Order Confirmation which are part of the Contract.

In case of differences between the terms of the Contractual documents, those contained in the Order Confirmation and in the Conditions prevail over those contained in the Order, and those contained in the Order Confirmation prevail over those in the Conditions. Any general conditions applied by the Customer but not expressly accepted in writing by ABB, also where indicated in the Order and/or on the reverse of the Order, shall not apply.

ABB's Offer is valid only when transmitted in writing and for the period indicated in that Offer. No ABB agent or intermediary has the power to accept Orders on behalf of ABB. The Contract is stipulated between the Parties when ABB, after receipt of the Order, notifies the Customer in writing about the acceptance of the same by sending the Order Confirmation. Upon receipt of the ABB Order Confirmation, the Customer should verify all the information provided therein; it is considered accepted by the Customer if not challenged immediately in writing by the latter. The materials and Services not expressly described in the Order Confirmation will be invoiced separately.

3. GENERAL TERMS

3.1. All the information exchanged by the Parties shall be considered non-confidential. If the Parties intend to communicate, receive, or exchange confidential information, they shall stipulate and sign a specific confidentiality agreement.

3.2. The Parties may communicate by electronic means and these communications shall be considered equivalent to a written document, having full Contractual validity between the Parties, except as provided under mandatory provisions of applicable law.

The identification code contained in an electronic document, albeit differing from a digital signature, shall be sufficient for the identification of the sender and the authenticity of the document.

In particular, the Parties expressly agree that any Order transmitted by electronic means will be considered equivalent to a signed paper document by the Parties, with the same compulsory and binding effect, except as provided under mandatory provisions of applicable law.

3.3. The Parties shall not undertake any legal, judicial and/or extrajudicial action to protect their rights under the Contract, after the expiry of two years from the date of the event which entitles such action.

3.4. The Customer agrees that, at the care and expense of ABB, ABB can install on the Products/Systems any technical modifications considered mandatory by ABB (for example, those necessary for safety/security reasons). The parts removed become the property of ABB; the Customer declares that it has suitable authorization from the proprietor or holder of other rights, to transfer to ABB the ownership and possession of the parts removed.

3.5. The Customer is only responsible for the results obtained from the use of the Products, Systems or Services.

3.6. If any clause of the Contract is declared invalid or unenforceable, the remaining clauses of the Contract shall remain fully applicable and valid.

4. PRICES

Except as otherwise agreed in writing, the Price refers to a Supply delivered according to the Offered INCOTERMS 2020 terms of delivery, ex VAT.

The Prices agreed do not bind ABB in the case of changes to the quantities and/or qualities of the Products to be provided and shall be updated in the case of extension of the delivery schedule for the reasons foreseen under Article 8 "Delivery Schedule" of the Conditions.

5. PAYMENT & INVOICING

The Price shall always be paid via bank credit transfer to the account designated by ABB within the Contractually established dates or, unless otherwise agreed, within 30 (thirty) days from the date the invoice is issued. The transfer of sums to ABB is always at the risk of the Customer, whatever means of payment is chosen. Any agreement on or the receipt by ABB of notes or documents of credit are understood as mere facilitation for the transaction, and grants ABB the right to reimbursement of the applicable interest, costs and commissions, is subject to clearance thereof, and does not change the place of payment, which remains as indicated above. In the case of late payment, the Customer shall pay ABB interest for late payment at the rate determined by the Law of the Customer's country without prejudice to any further damages. When possible according to the Supply, ABB may split the invoicing of deliveries. In this case, each delivery will be billed separately, as per the Contractually established payment terms. Any complaint by the Customer, including for delayed deliveries or incomplete Supply of non-essential parts, does not give the Customer the right to suspend or delay payment.

Except as explicitly agreed otherwise by the Parties, invoicing for the delivery of Products or Systems shall be done in full at shipment. Upon specific request of the Customer, the material furnished for the execution of works may be invoiced simultaneously with the execution and invoicing of the same.

In the case that works have been performed in complete and Customer does not succeed to do a provisional/final acceptance protocol, ABB has the right to issue the final invoice 30 days after the works have been completed.

In the case of labor Services or on-site activities paid as consumed, ABB shall issue the relevant invoice simultaneous to the receipt of the ABB personnel time cards duly countersigned by the Customer.

6. SUSPENSION OF DELIVERIES

If the Customer fails to make one or more payment at the due date, or if it fails to fulfil any of its Contractual obligations, then ABB has the right to suspend deliveries. ABB may also suspend deliveries in the case where the Customer's economic conditions change substantially, as in the case of the impossibility of collection from Customer's bank accounts or Customer's illiquidity, the submission of a proposal or the initiation of a pre-bankruptcy and / or bankruptcy and / or liquidation proceeding against Customer, one or more protests of bills, enforcement proceedings, establishment of pledges and/or mortgages on the Customer's assets, composition with creditors, or termination of business. In the case of a reasonable doubt of ABB in the Customer's ability or execution of the payment by the Customer, ABB shall inform the Customer of the above and shall be entitled to condition the delivery and execution of the ABB's Contractual Obligations to the Customer in a way that the Customer within 30 days of the indicated deadline: (i) makes full advance payment to ABB and / or (ii) provides ABB with an unconditional and irrevocable bank guarantee for the entire unpaid delivery amount, with full content to the satisfaction of ABB. In the event that the Customer does not fulfill these requirements within the specified period, ABB is entitled to terminate the Contract with immediate effect, without the right of the Customer to any compensation of damages, whereby the Customer is obliged to pay all Products and Services delivered by ABB as well as to cover all costs that ABB incurred during the execution of Contractual obligations until the termination of Contract.

7. LIMITATION OF LIABILITY

Without prejudice to the mandatory provisions of law, the liability of ABB towards the Customer for direct damage under the Contract, any other kind of damage, and for any other existing form of damages and/or compensation envisaged by law and/or these Conditions and/or the Contract cannot in aggregate exceed 100% of the Price. Without prejudice to the mandatory provisions of law, ABB shall not be required to compensate the Customer for loss of profits and/or any indirect and/or intermediate, and/or consequential damage. For example but not limited to the following, ABB shall not be required to pay damages for loss of sales, loss of profit, loss of Contract.

In any event, ABB shall not pay the Customer any damages that the Customer might be obligated to pay third parties for any reason.

In the case of a dispute over interpretation, the provisions of this article shall prevail over any possibly contrary other provision contained in the Conditions and/or the Contract.

8. DELIVERY SCHEDULE

The delivery dates run from the date of the latest among the following events:

- from the date of the agreement between the Parties on all delivery conditions;
- from the receipt by ABB of the advance payment for the Order, or payment security, where foreseen;

ABB Ltd.

Croatia
Ulica grada Vukovara 284
HR-10000 Zagreb
Phone: +385 1 6008 500
Fax: +385 1 6195 111
info@hr.abb.com
www.abb.hr

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Registered as

a Limited Liability Company
at the Commercial Court
in Zagreb
MBS 080083928
MB 1210459
VAT No. HR73301344150

Zagrebačka banka d.d.

Trg bana Josipa Jelačića 10
10000 Zagreb
Croatia
IBAN: HR1823600001101377234
SWIFT: ZABHR2X

Share capital 2.730.000 HRK

fully paid
President of the Board of Directors:
Aleksandra Ilišković

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- from the receipt by ABB of the technical data from the Customer or third parties designated thereby or from the approval of the ABB's executive drawings and plans by the Customer, where foreseen;
- from the receipt by ABB of the materials which need to be provided by the Customer or by a third party designated thereby;
- when the Customer receives authorization to import the material(s) or to make the payments, where applicable.

To calculate delivery dates, weeks of 5 (five) working days, excluding public holidays, are considered. The delivery dates indicated are considered automatically extended in the case of unforeseen events for a period of time equivalent to the duration of the event itself. ABB will not therefore be liable, in any case and for any reason, for any direct or indirect damages caused by the delivery of materials later than the date indicated; the Customer, however, accepts delivery of the material Ordered also after that date. The delivery date is further extended if the Customer does not perform its Contractual obligations on time and, in particular:

- if payments are not effected timely;
- if the Customer does not provide the data necessary at the schedule time before or during processing;
- if the Customer requests changes during the processing of the Order;
- if the Customer delays delivery of material before or during the processing of the Order.

If delivery is not made for any reason due to events independent from ABB, the delivery is considered as made to all effects upon simple notice of completion of Supply.

By delivery date the Parties mean the date of issue by ABB of notice of goods ready or notice of shipment to the Customer, or consignment to the carrier or shipper indicated thereby in the Order, or in the notice of goods ready for testing.

9. DELIVERY, PACKAGING, SHIPMENT AND TRANSPORT

ABB delivers its Products and/or Systems according to the agreed INCOTERMS 2020 terms of delivery. If the Customer fails to pick up the Products and/or Systems, ABB has the right to charge 1% (one percent) per month of the invoice value for storage costs. Storage is provided at the Customer's risk. The Customer is obliged to check the Products and/or Systems and report any possible shortages/deficits before accepting delivery by the carrier and, thus, before signing the transport document for receipt. Any possible latent defects must be notified to the carrier by registered letter, copied to ABB, within eight days of receipt of the Products and/or Systems. Otherwise the Customer loses its associated rights. The return of Products/Systems or packaging is not accepted without the prior written consent of ABB. In this case, the Products/Systems are transported at the Customer's own risk and expense.

The exclusion of packaging, in the case of goods for which it is normally used, or the use of special packaging, must be expressly requested by the Customer when placing the Order. ABB uses standard packaging materials and procedures.

In the case of returns, the material is always transported on behalf of the Customer and at the risk and liability thereof. The Customer must notify ABB of the necessary instructions for shipment and any other related measures, where ABB by Contract is charged of this obligation; otherwise ABB will handle the shipment at the Customer's expense, without taking any liability.

10. LIQUIDATED DAMAGES / DELAYS IN DELIVERY

Liquidated damages for delay are applicable only if expressly indicated in the Order Confirmation. Where ABB, in the case of delay, is required to pay liquidated damages, the same shall be the sole remedy available for the Customer, thus expressly excluding reimbursement of any further damages. Liquidated damages are not due when the delay in the performance is attributable to an unforeseen circumstance or to an event not related with the direct responsibility of ABB. Liquidated damages shall be due only when the Customer has notified ABB by registered letter about its intention to apply the same and shall be due and applicable only from the date of receipt by ABB of such notification. In any case liquidated damages are not applicable where not demanded within 10 (ten) days from the delivery of the delayed Supply.

The liquidated damages shall be payable at a rate of 0,05% of the Price of the Supply which is in delay excl. VAT for each day of delay. The aggregate amount of all liquidated damages is limited by the maximum amount of 5% of the total Contract Price excl. VAT. Should the Customer, as a result of the ABB's delay, be entitled to the maximum amount of the Contractual penalties, the Customer can withdraw from the Contract.

11. TRANSFER OF RISKS AND TITLE

Risks and costs related to the Supply shall pass to the Customer according to the agreed INCOTERMS 2020 terms of delivery. If shipment is delayed or becomes impossible due to reasons not attributable to ABB, the Supply remains in storage at the expense, risk and liability of the Customer.

The Customer shall acquire title of the Supply only upon payment of full agreed price.

12. FORCE MAJEURE

ABB shall not be considered liable for non-performance of any Contractual obligation or for any delay in performance caused by: earthquake, fire, floods, pandemic, invasion, insurrection, revolt, orders from the civil or military authorities, mobilization, blockade, war (even in nations indirectly involved in the Supply), strikes, trade union agitation, occupation of factories, lock-out, embargo, interruption of all types of goods transport, and any case beyond the control of ABB, also where not specifically listed here. The delivery terms are suspended throughout the period of time during which one of the causes indicated hereinabove delays execution of the Contract.

13. TECHNICAL DOCUMENTATION

The Customer acknowledges to have been informed about the safety rules relevant to use of the Products.

Except for particular different instructions to be agreed in writing, the machines, devices and materials are compliant with IEC and/or with the specific sector technical rules and/or current EU Directives. The weights, dimensions and illustrations of the Products, which are provided only for information, correspond essentially to the technical characteristics indicated in the ABB documentation; in the case of a Supply whose Price is agreed with specific reference to the weight, usage tolerances apply. ABB reserves the right to apply, at any time, such non-substantial modification to its Products or

Systems as it shall consider appropriate, informing the Customer however if these can have an impact on the installation of the same.

If the Customer proposes technical modifications to the ABB scope of supply, as indicated in its Offer or in the designs submitted, in such that a way that the same have mandatory application, there must be full written agreement between the Parties both on the variations or modification that may cause in the Prices, and on the delivery date established previously. The presentation of proposed modifications does not suspend the validity of the Contract.

14. TESTS

The Customer has the right and the duty to notify, in due time, the intention of attending, at its own expense, routine tests of the materials at the ABB's factories. In such event, ABB will notify the Customer with sufficient warning, the date on which the tests will be executed: if the Customer is not present on such date, the tests will be executed in any case and the results notified thereto.

When the Customer requires and ABB accepts further unplanned tests, these shall be at the Customer's expense.

No later than 30 (thirty) days from completion of the works by ABB, the Customer, if so agreed, may request the inspection of materials at its premises or at the installation site, to verify their regular operation.

In this case, all the relevant costs, including travel, labor, transport of the inspectors, shall be borne by the Customer; these tests are executed at the Customer's risk and liability, which must also take responsibility for the complete safety of the workplace, also as required by Article 26 below.

Once these tests are favorably completed, or the aforementioned period has expired without the Customer requesting the said tests, the Supply is considered accepted by the Customer.

Where, at these tests, the Supply is found not to comply with the Contract, ABB shall be put in the position to eliminate the deficiencies as soon as possible. The repair of such defects constitutes the only remedy which ABB shall be required to implement, with express exclusion of the further damages or the termination of the Contract.

15. ASSEMBLY

Except as otherwise agreed, the installation of devices and assembly of components and, more in general, of the Supply are executed at the care and expense of the Customer.

The installation may be Ordered from ABB at the Prices indicated at the date of request. The Customer must prepare the necessary works and connections in good time and provide all the hook-ups and preparation as necessary, including the safety of the premises where the installation is to be executed.

16. WARRANTY AND CLAIMS

ABB guarantees the Supply according to the law. Upon expiration, the warranty expires even if the devices have not been operated for any reason. In the case of faults, as long as this does not depend on assembly errors by the Customer or third parties, on incorrect use of the materials, lack of or incorrect maintenance, normal wear and tear, faults caused by inexperience or negligence by the Customer or by transport, by the improper storage of the materials, or failure by the Customer to adopt measures to reduce possible dysfunction, overload with respect to the Contractual limits, by unauthorized intervention, by tampering or action effected by the Customer, to force majeure, ABB will, throughout the warranty period, repair or replace any defective part of Supply free of charge, in the shortest possible time, at its premises. Repair or replacement will be executed only if the Customer has performed all its obligations to that date. The Customer may not suspend performance of the obligations in any case in which this warranty is invoked. The term for the repair or replacement of the faulty Supply will be agreed by ABB and the Customer. The Products replaced by ABB become the property of ABB.

Except as otherwise agreed the warranty period is 12 months from commissioning, but not later than 18 months from the delivery of the Supply, even when the Supply has not been placed in service.

Any claim regarding the Supply, machinery, plant or components not compliant with the specifications or the Contractual documentation must be raised in writing, within a maximum term of 8 days from delivery, when the time limit for action expires. In the case of Systems, this term is 60 days from execution of the disputed Service when the time limit for action expires.

For replaced or repaired parts of the Supply, the 12-month warranty period shall apply, and the warranty conditions as those applicable to the originally delivered supplies. For the remaining parts of the Supplies, the warranty period shall be extended only by a period equal to the period during which the Supplies have been out of operation as result of the defect. Any and all warranty periods shall expire in each case at the latest 24 months after completion of the works.

In the case of latent defects, the terms indicated above run from the date of discovery. Once the warranty period has expired claims are not accepted, even for latent defects. Where the claim is timely and justified, ABB's obligation is limited to replacement of the goods found not in compliance or repetition of execution of the non-compliant Service, excluding all rights to the Customer to seek termination of the Contract and/or compensation of damages. With reference to the provision of spare parts, ABB reserves the right to provide material either from the original supplier or from equivalent supplier.

17. EXPRESS CANCELLATION CLAUSE

ABB may terminate the Contract upon the occurrence of any of the following events:

- non-payment by the Customer by the terms agreed in the Price and/or the relative variations of the same foreseen at Article 4 of these Conditions;
- non-compliance with Article 24 "Business Ethics";
- non-compliance with Article 26 "Activities at the Customer's premises - safety at work" and the provisions in matters of occupational health, safety and hygiene, and environmental protection;
- failure to respect the limitations and obligations envisaged at Article 20 "Export Control";
- non-compliance with the provisions of Article 19 "Intellectual Property Rights".

ABB shall notify the Customer of its intention to terminate the Contract with formal notification by registered mail. The termination of the Contract will be effective from the date of receipt by the Customer of such a letter.

18. TERMINATION

Each Party, before the termination of the Contract, shall give a formal notification to the other Party to remedy the non-performance within a minimum period of 30 days. In any case, the Customer may not terminate the Contract if ABB has started to remedy before the expiry of the term indicated above and, thus continued in good faith to execute the Contract with due diligence.

19. INTELLECTUAL PROPERTY RIGHTS

The Parties do not grant each other the right to exploit their brands, commercial names or other denominations (or those of their respective Company Groups) in any type of publication, including advertising, without the prior written consent of the other proprietor Party. Each Party grants the other only the licenses and rights expressly specified in the Order Confirmation.

All data, information, documents, as well as the intellectual property rights whether registered or not (hereinafter collectively indicated as the "Documentation"), in whatever form transmitted, remain the sole and exclusive property of ABB and are supplied to the Customer only for the performance of the Contract.

The Customer shall not use the Documentation received for reasons other than those foreseen under the Contract; the Customer shall not communicate to third parties, reproduce or license the Documentation received without the explicit prior written authorization of ABB.

The Customer shall return the Documentation received to ABB along with all copies (if any) upon simple request from ABB whenever the said Documentation is no longer necessary for the performance of the Contract and/or for the use of the Supply, except as otherwise agreed by the Parties.

If the Customer intends to use the Documentation provided and the relevant Supply to incorporate the same in other goods/documents, the Customer shall be responsible to ensure that in the use to be made thereof, the industrial property rights of third parties are not breached and exclusively assumes full liability for the consequences deriving from any possible violations, keeping ABB fully indemnified from/for all kind of liability. In any case, if the Contract is executed by ABB on the basis of the Customer's specific technical documentation, ABB assumes no liability for any possible violation of the industrial property rights of third parties and the Customer shall keep ABB fully indemnified from/for all kind of liability.

20. EXPORT CONTROL

The Customer shall comply with all legislation applicable to the export of Products and technologies.

In no case shall the Customer sell or consign to ABB goods in those nations where ABB prohibits sales and/or delivery, as indicated in the Offer or in the Order Confirmation.

ABB reserves the right to withdraw from Offers and/or from existing Orders and/or terminate the relevant Contracts:

- if ABB does not receive the end use declaration with the Order or before the same; or
- if ABB does not receive a declaration of non-nuclear or military end use; or
- if the end use is uncertain.

The supply of goods for export is possible only after obtaining the necessary End user's statement.

21. GOVERNING LAW AND JURISDICTION

The Contract is governed by Croatian law. Any dispute regarding the validity, interpretation, execution and/or termination of the Contract, the Conditions, the Order and/or the Order Confirmation shall be referred to the exclusive jurisdiction of the Court of Zagreb, Croatia.

22. WITHDRAWAL

ABB has the right to withdraw from the Contract upon the occurrence of any of the following events:

- changes in the ownership or the company structure thereof;
- within thirty (30) days after an event of force majeure in accordance to Article 12 "Force majeure".

In the case of termination, the Customer shall return to ABB the designs, drawings and technical documentation owned by the latter, with no right to indemnity or compensation of any kind.

ABB shall notify the Customer of its intention to withdraw from the Contract by sending a registered letter.

Termination shall be effective from the date of receipt of such notice.

23. DATA PRIVACY

ABB hereby acknowledges that, the data provided by the Customer shall be processed solely for Contractual purposes and for the fulfilment of the related legal requirements, including tax or accounting requirements. The information shall be processed using both electronic and manual recording Systems, and in any case shall be stored in secure environments. Processed data and information may be disclosed to third parties operating in Croatia or abroad, solely for the purposes specified above. Processed data and information shall not be distributed.

The Customer is entitled to receive information about the existence or not of any personal data concerning it, whether or not already recorded, and to have such data provided to it in intelligible form. The Customer is also entitled to be informed of: the source of its personal data; the data processing purposes and methods; the logic used in the case of electronic processing, and information identifying the data controller and the entities or categories of entities to which its personal data may be disclosed.

The Customer is also entitled to have its recorded data updated, corrected or, if interested therein, supplemented; to require the deletion, transformation into anonymous form, or blocking of data illegally processed, including those that are not required to be maintained for the purposes for which they were collected or subsequently processed; and to receive a statement certifying that the aforesaid operations have been notified,

as to their form as well as contents, to the parties to whom the data have been disclosed or distributed.

24. BUSINESS ETHICS

ABB has adopted a code of conduct, (the "ABB Code of Conduct"), which is available from the web site www.abb.com/integrity. Therefore, in conducting business with ABB, the Contracting Party is required to familiarize itself with it and engage in conduct based on the highest ethical standards.

The Customer hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its Customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

Nothing in the Contract shall render ABB liable to reimburse the Customer for any such consideration given or promised.

The Customer's material violation of any of the obligations contained in this Article may be considered by ABB to be a material breach of this Agreement and shall entitle ABB to terminate this Agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB under this Agreement or applicable law. The Customer shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above mentioned obligations and termination of this Agreement.

The Customer herewith acknowledges and confirms that he has received a copy of ABB's Code of Conduct or has been provided information on how to access the Code of Conduct online. The Customer agrees to perform its Contractual obligations under this Agreement with substantially similar standards of ethical behavior. ABB has established the following reporting channels where the Customer and its employees may report suspected violations of applicable laws, policies or standards of conduct at abbgroup.ethicspoint.com.

25. EXECUTION OF ORDINARY AND SPECIAL MAINTENANCE

The activities of installation, commissioning rollout, maintenance and repair may be executed solely by ABB personnel or by personnel adequately trained and authorized by ABB in compliance with all safety rules. Where ABB is not engaged for the installation, commissioning rollout, maintenance and repair work, ABB cannot in any way guarantee that the Products/Systems supplied by ABB are fit for use.

26. ACTIVITIES AT CUSTOMER'S PREMISES - SAFETY AT WORK

In the case of activities at Customer's premises, the Customer is required to provide to ABB with all the following:

- the full safety of the plant at Customer's premises and/or of the Customer site at which ABB activities are to be undertaken;
- free access, sufficient space as well as, in general, whatever may be necessary and possible, so that ABB may perform its duties and, in particular, the supply of electrical power and the availability of lifting equipment for the use of the equipment necessary for the execution of the activities at Customer's premises.

The Customer shall also give ABB prior notice of all the risks present in the work area and implement and guarantee all related and necessary prevention and protection measures and the emergency plans, so that ABB personnel is not exposed to the said risks and dangers and so that health and safety at work is adequately safeguarded.

The Customer shall notify ABB in writing, in the name of its Safety Manager responsible for the activities to be undertaken and responsible to meet the ABB personnel before the beginning of the operations, of all the safety rules and regulations pertaining to the working environment.

In the interest of both Parties and in order to provide safe working conditions, before activity begins, the Customer must provide ABB personnel with all information regarding the Customer and the safety conditions in the areas of the plant where they are to work.

ABB personnel may refuse to begin the activities until they are adequately informed on the safety conditions.

In any case, it is the Customer's duty to prevent ABB personnel from accessing the Customer's site and the relative plant until full completion of all the operations intended to assure the absolute safety of work on the plant or part of the plant involved in the operations. ABB operations shall always be performed with the continuing assistance of the Customer's expert personnel and with the use of all protection devices, including special equipment suitable for safeguarding health and safety.

In the case of accident or injury to ABB personnel, the Customer shall grant ABB free access to the accident site to ascertain the relevant cause(s).

The Customer

(date, seal, and signature)