

# General conditions for installation (2020)

## 1. Scope of Application

These conditions apply to the installation, supervision of installation, commissioning and testing (“Services”) of machineries and plants (“Plant”) by ABB.

## 2. General

- 2.1. The contract shall come into effect upon receipt of ABB's written acknowledgement stating its acceptance of the order (“Order Acknowledgement”) provided that, in particular, the necessary permits have been obtained from the authorities and the agreed payment security has been provided. Tenders that do not contain a set period for acceptance are binding for a period of 30 days after dispatch by ABB.
- 2.2. General conditions of the customer shall only be valid if expressly accepted in writing by ABB.
- 2.3. All agreements and legally relevant declarations of the parties must be in writing in order to be valid. However, the parties acknowledge electronic signature (e.g. Adobe Sign, DocuSign or similar which ensure identification of the issuer and the integrity of the document) applied by authorized persons, to be sufficient and binding for entering into the contract and for any documents related to the contract, including, without limitation, documents for which the contract requires written form or which require to be signed by the parties.

## 3. Scope of services

The scope of Services of ABB is exhaustively set out in the Order Acknowledgement, any appendices thereto and the work report prepared by ABB.

## 4. Designs, Technical Documentation and Software

- 4.1. Designs, drawings and technical documents and data contained in software are only binding insofar as they form an integral part of the contract.
- 4.2. ABB retains all rights to designs, drawings, technical documents and software. The customer acknowledges these rights and shall not make such designs, drawings, documents and software available to any third party, either in whole or in part, nor use them for any purpose other than the agreed purpose(s) without the prior written consent of ABB.
- 4.3. If the Services include software, the customer is hereby granted the non-exclusive and non-transferable right to use the software for the agreed purpose. The customer is not entitled to make copies (except for the purposes of archiving, error searches or for the replacement of defective data carriers) or to update, upgrade or make any other extensions to the software. The customer may not disassemble, decompile, decipher or reverse engineer the software without the prior written consent of ABB. If the customer breaches any of these provisions, ABB may immediately revoke the right to use the software.

AMB (2020)	PRINT DATE 2020-10-15			
ORGANIZATION ABB Switzerland Ltd, GBS-LES	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 1/11

## 5. Regulations and Standards

The customer shall, at the latest when placing the order, refer ABB in writing to the standards and regulations applicable to the provision of the Services, the operation of the Plant and health and safety. The customer shall make ABB aware of any special consideration to be shown to the customer itself or third parties during the provision of the Services.

## 6. Provisions of Services

- 6.1. ABB shall provide the Services in a professional manner and through qualified personnel. ABB may provide the Services through third parties as subcontractors.
- 6.2. If ABB personnel are significantly prevented from providing the Services for reasons for which ABB is not responsible, ABB may order such personnel to return. In such event and in the event that personnel are retained after having provided the Services, the waiting time shall be invoiced to the customer as working time at the appropriate rates as well as any travel expenses plus daily allowances.

## 7. Obligations of the Customer

- 7.1. The customer shall ensure that the necessary entry and exit, residence and work permits and all other permits for ABB personnel and the permits for the import and export of tools, equipment, measuring and testing equipment and materials are granted in good time and remain valid.
- 7.2. The customer shall carry out all construction and other preparatory work professionally and, if applicable, in accordance with any documentation supplied by ABB. The customer shall undertake all that is necessary in order that Services can be commenced on time and carried out without hindrance or interruption.
- 7.3. The customer shall ensure that the transport access routes to the installation site are usable, that access to the installation site is guaranteed, all necessary rights of way are secured and that the installation site itself is in a condition allowing installation work to commence.
- 7.4. The customer shall take all accident prevention measures required. If the customer fails to take such measures and if the safety of personnel is not guaranteed, ABB may at any time refuse or stop the provision of Services and order the return of its personnel. ABB may also refuse or stop the provision of Services or order its personnel to return if the safety or health of personnel is not guaranteed for any other reasons. The customer shall provide any necessary assistance should any of ABB's personnel suffer an accident or become ill.
- 7.5. The customer shall arrange for the provision of heated or air-conditioned, lockable, working, living and changing rooms for ABB personnel, including suitable sanitary facilities throughout the period of provision of the Services. In addition, the customer shall provide lockable, dry rooms for the storage of tools, equipment and material. All these rooms shall be located, if possible, in the immediate vicinity of the installation site.
- 7.6. The materials and spare parts to be used for the Services shall be stored in accordance with ABB's instructions in such a manner that they are protected from any damaging influences. Before the provision of the Services commences, the materials and spare parts shall be checked by the customer for completeness and damage in the presence of an ABB representative. Should any material or spare parts be lost or damaged, they shall be re-supplied or repaired by the customer or, upon the customer's request, by ABB, at the customer's expense.
- 7.7. The customer shall provide the following in accordance with ABB's instructions:
  - Qualified skilled and unskilled workers with the necessary tools and equipment. These workers shall comply with the working instructions of ABB personnel. In no event shall any employment or other legal relationship to ABB be established by the giving of such instructions;
  - Cranes and other lifting devices, in good working order, with attendant personnel, appropriate scaffolding and means of transport for personnel and materials, appropriate workshop equipment and measuring equipment;

GENERAL CONDITIONS FOR INSTALLATION	AMB (2020)	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 2/11
----------------------------------------	------------	-------------------------------	-----------	-------------	--------------

- All necessary consumable and installation materials, cleaning materials, lubricants and miscellaneous sundry items;
  - Electricity and lighting (including the necessary connections to the installation site), heating, compressed air, water, steam and fuel;
  - Sufficient means of communication, at least telephone and fax connections and a PC modem;
  - Software required by ABB.
- 7.8. The tools made available to ABB by the customer shall be returned to the customer after completion of the Services. Unless instructions to the contrary are given, these tools shall be kept available on the installation site, at the customer's risk.
- 7.9. The customer shall use the future operating personnel to assist during the installation of the Plant so that they become familiar with the Plant.
- 7.10. The customer is liable for losses and damages caused by its personnel irrespective of whether ABB personnel manage and supervise the works unless the losses and damages can be proved to have been caused through grossly negligent instructions or supervision by ABB personnel.
- 7.11. The customer is liable for losses and damages caused by material, spare parts, tools and equipment provided by the customer irrespective of the fact that ABB personnel may have used them without complaint.
- 7.12. The customer shall fulfil its obligations in time and correctly and without cost to ABB. If the customer does not fulfil its obligations, in whole or in part, ABB may, in particular, fulfil such obligations itself at the customer's risk or have them fulfilled by a third party. The costs shall be borne by the customer in any event. The customer shall release ABB from any liability for claims of third parties and indemnify ABB for any loss suffered therefrom.

**8. Reservation Notice**

Express reservations by ABB personnel to the customer regarding conditions, employment, safety or usability of the Plant and express reservations by ABB personnel regarding instructions, directives or measures by the customer or regarding actual circumstances may be made in writing or orally and are deemed to be reservation notices by ABB relieving ABB of any liability.

**9. Working Time**

- 9.1. Subject to any important regulations to the contrary at the installation site, the working times shall be as set out in the offer.
- 9.2. The normal weekly working time shall, in general, consist of five working days. If, due to reasons for which ABB is not at fault, the working time is shorter, the normal working time shall be invoiced.
- The working hours of ABB personnel shall be divided according to the customer's requirements and the local conditions. The normal daily working hours shall be between 6 a.m. and 11 p.m.
- 9.3. Working hours in excess of the normal weekly or daily working times shall be considered to be overtime.
- Overtime work is only permitted when agreed upon by both parties. Overtime work should not, as a rule, exceed the daily working time by more than two hours and the normal weekly working time by more than ten hours.
- 9.4. The normal working hours for night work on working days are between 11 p.m. and 6 a.m. (except night work overtime). Overtime worked between 11 p.m. and 6 a.m. is considered to be night work overtime.
- 9.5. Work on Sundays or on other weekdays that are rest days at the installation site is considered to be Sunday work. Holiday work is considered to be work on days that are statutory holidays at the installation site.

GENERAL CONDITIONS FOR INSTALLATION	AMB (2020)	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 3/11
-------------------------------------	------------	-------------------------------	-----------	-------------	--------------

## 10. Time and Time considered to be Working Time

10.1. Travelling time, an appropriate time for preparatory work necessary for the provision of the Services and winding-down time after the journey shall be regarded as working time in accordance with Clause 9.1.

Travelling time includes:

- the time required for the journey to and from the installation site;
- the time required to move into the accommodation on site and the time required for official registration and departure formalities.

10.2. If it is not possible to obtain suitable accommodation and/or adequate catering facilities near the installation site, the time required each day to travel between the accommodation and/or catering facilities and the installation site in excess of one half hour per single journey (travelling time) shall be charged as working time.

All expenses arising from the above and the cost of the use of suitable means of transport or a hire car shall be paid by the customer.

10.3. If ABB personnel are hindered in providing the Services due to reasons for which ABB is not responsible, or if ABB personnel are retained on site after completion of the Services for any reason whatsoever, ABB is entitled to invoice the waiting time as working time. All other costs associated with such hindrance or retention shall also be paid by the customer. These provisions also apply to any other time lost due to reasons for which ABB is not responsible.

## 11. Prices

### 11.1. Basis

The Services shall be invoiced according to time and material on the basis of ABB's rates at the time of the provision of the Services, unless a lump sum has been agreed. Technical documents, inspection reports, expert opinions, evaluation of measurements and the like which must be prepared in connection with the contract shall, in particular, be invoiced according to time and material.

All prices are in Swiss francs (CHF). If the price was agreed in any other currency, the parties may claim a price adjustment if the exchange rate CHF/foreign currency deviates by more than +/- 1% from the exchange rate that was published at 12 noon Swiss time by Reuters on the day the offer was made.

Any and all additional costs, such as for freight, insurance, fees for export, transit, import and other permits and for certifications, shall be borne by the customer.

### 11.2. Taxes, Levies, Fees and Social Insurance Contributions

Taxes, including without limitation value added taxes (VAT), levies, fees, social security contributions and the like, which ABB or its personnel must pay in connection with this contract or its fulfilment, in particular for the provision of Services outside Switzerland as well as the administrative costs connected therewith, shall be borne by the customer.

If taxes, including without limitation VAT, levies, fees, social insurance contributions or the like are levied against ABB or administrative costs are incurred, they shall be reimbursed by the customer within 30 days of receipt of a copy of the respective documents.

### 11.3. Work Invoiced on Time and Material Basis

The Services provided shall be invoiced as follows:

#### 11.3.1. Personnel Costs

The customer shall certify the time sheets of ABB personnel showing time spent in performance of the Services. If this certification is not undertaken by the customer in due time or is undertaken by personnel not competent for this purpose, the time sheets of ABB personnel shall serve as a basis for calculation of invoices.

GENERAL CONDITIONS FOR INSTALLATION	AMB (2020)	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 4/11
----------------------------------------	------------	-------------------------------	-----------	-------------	--------------

The rates given in the Appendix shall apply to the working time, overtime, night work, night work overtime, Sunday and holiday work, travelling time and other times regarded as being equivalent to working time. A maximum of 11 hours per day shall be invoiced as travelling time. When work is carried out under dirty or especially difficult conditions, for example at great heights or depths, or when special protective clothing or breathing equipment must be worn, a surcharge per working hour shall be invoiced, in addition to the general rates and the costs of board and lodging.

#### 11.3.2. *Travelling Costs*

The costs for the journey to and from the installation site and for travelling within the country where the Services are to be provided using means of transport chosen by ABB, shall be invoiced to the customer based on expenditure. The invoice shall also include any associated costs such as insurance, freight, customs duties, charges for luggage, passports and visas, fees for entry, residence and work permits and all other permits for ABB personnel, medical examinations on arrival and departure, and any vaccinations for ABB personnel.

Unless special circumstances necessitate the use of another class, the following shall be invoiced:

- business class for air travel
- first class for rail and ship
- use of private car according to the rate per kilometre given in the offer, or actual rental car costs.

#### 11.3.3. *Costs of Board and Lodging (Daily Allowance)*

The customer shall provide ABB personnel with good and adequate board as well as good, clean, heated and/or air-conditioned and lockable single accommodation at the installation site or in its vicinity. Board and lodging must correspond at least with European middle-class standards according to the Appendix.

The daily allowances in the Appendix shall be invoiced to cover the board and lodging costs not directly paid by the customer and supplementary costs such as drinks, laundry, etc.

ABB reserves the right to change the daily allowances should the cost of living increase before the commencement of or during the provision of the Services. In addition, ABB reserves the right to change the daily allowances quoted should they prove to be insufficient for any other reasons.

Payment of the daily allowance may be made directly to ABB personnel, provided ABB has given prior written approval. The daily allowance shall be paid 14 days in advance.

#### 11.3.4. *Home Leave*

If ABB personnel must spend a long period of time away from home, they shall be entitled to home leave. The cost of the return journey, i.e. from the installation site to ABB's offices and back, shall be borne by the customer.

The time required for the journey from the installation site and back, as well as the total daily allowance, shall be invoiced according to this Clause 11.

#### 11.3.5. *Cost of Tools and Equipment*

ABB shall provide its personnel with the normal tools for providing the Services. Further tools, equipment, measuring and testing equipment and materials shall be invoiced to the customer. The duration of use shall be calculated from the day the items are dispatched from ABB's premises until their return.

Tools and equipment, measuring and testing equipment and materials retained by the customer shall be invoiced to the customer at the replacement value.

Transport and insurance costs and all expenses, levies and fees in connection with the import and export of tools and equipment, measuring and testing equipment and material shall be borne by the customer.

GENERAL CONDITIONS FOR INSTALLATION	AMB (2020)	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 5/11
----------------------------------------	------------	-------------------------------	-----------	-------------	--------------

### 11.3.6. *Costs for Consumables and Sundry Installation Materials*

Consumables, installation and sundry fitting materials supplied by ABB shall be charged according to cost.

### 11.3.7. *Costs in Connection with Illness and Accident*

In the event of illness of or accident to ABB personnel, the customer shall ensure the necessary appropriate medical treatment and care. ABB's right to take its personnel home at any time shall however not be prejudiced thereby. ABB shall bear all costs arising therefrom.

In the event of illness of or accident to ABB personnel, the customer shall continue to pay the agreed daily allowance for a period of 10 days from commencement of the treatment. If the illness or injury lasts more than 10 days, ABB shall arrange for an equivalent replacement of the employee at its own expense.

### 11.4. *Work Invoiced as Lump Sum*

11.4.1. The lump sum price covers the Services to be provided by ABB which have been agreed upon in writing.

If the customer has not provided the preparatory work or services to be provided by it in good time or satisfactorily, ABB may adjust the lump sum price. ABB is also entitled to such an adjustment if ABB personnel are prevented from providing the Services or are retained for any reason whatsoever after completion of the Services.

11.4.2. All additional costs incurred by ABB due to circumstances for which it is not responsible, such as subsequent changes of the agreed Services, waiting times, interruption times, additional work or travelling shall be borne by the customer.

## 12. **Terms of Payment**

12.1. Payments shall be made by the customer at ABB's domicile, net with no deduction for cash discount, expenses, taxes, levies, fees, duties, and the like.

The price and costs shall be invoiced monthly. ABB may require an advance payment of at least 20% of the estimated amount.

All amounts owed to ABB are payable within 30 days of the invoice date.

Payment shall be deemed made when Swiss francs or the agreed foreign currency have been made freely available to ABB at ABB's domicile.

12.2. The customer may neither withhold nor reduce payments due to complaints, claims or counter-claims not accepted by ABB in writing. Payments shall also be made in due time even if the provision of the Services is delayed or made impossible for reasons for which ABB is not responsible.

12.3. If the advance payment or agreed payment security is not provided in accordance with the terms of the contract, ABB shall be entitled to either adhere to or terminate the contract and shall, in either case, be entitled to claim damages including compensation for loss of profit.

If the customer, for any reason, is in arrears with any other payment, or if ABB is seriously concerned that it will not receive payments in total or in due time due to circumstances having taken place since the entering into of the contract, then ABB, without prejudice to any other claims, may suspend the further performance of the contract until new terms of payment and delivery have been agreed upon and until ABB has received sufficient security. If such agreement cannot be reached within a reasonable time, or if ABB does not receive sufficient security, ABB may terminate the contract and claim damages, including compensation for loss of profit.

12.4. If the customer exceeds the agreed periods of payment, it shall be liable, without reminder and with reservation of the right to bring further claims, for interest at a rate depending on the terms prevailing at ABB's domicile, but not less than 5 percent per annum. The contractual payment obligations remain in force.

GENERAL CONDITIONS FOR INSTALLATION	AMB (2020)	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 6/11
----------------------------------------	------------	-------------------------------	-----------	-------------	--------------

### 13. Completion Period

- 13.1. A completion period is only binding when accepted in a written agreement that also covers, in particular, the scope of the Services to be provided. The completion period begins as soon as, in ABB's opinion, all preliminary requirements for the commencement of the provision of the Services have been fulfilled.
- 13.2. An agreed completion period shall be deemed to have been complied with if, upon its expiry, the Plant is ready for the agreed operation, even though individual parts may still be missing, or some readjustments may still be necessary.
- 13.3. Compliance with the agreed completion period is conditional upon the customer fulfilling all its contractual and non-contractual obligations to ABB.
- 13.4. The completion period shall be extended for a reasonable term if:
- a) the information required for performance of the contract is not made available to ABB in time or is incomplete, or if the customer subsequently changes such information; or
  - b) the customer or a third party is in delay with work it has to execute, or the customer is in delay in the performance of its contractual obligations; or
  - c) impediments exist which ABB, despite the use of the required level of care cannot prevent, regardless of whether such impediments arise at ABB's, the customer's or a third party's premises. Such impediments include, in particular, significant operating breakdowns, accidents, labour conflicts, measures taken or omissions by any state authorities; or
  - d) any other circumstances arise for which ABB is not responsible.
- 13.5. If the agreed completion period is not complied with, the customer may claim damages for delay if it can be proved that the delay was caused through the fault of ABB.
- Damages for delay shall not exceed 1/2 percent for each full week's delay and shall in no event whatsoever altogether exceed 5 percent of the contract price for the Services for the part of the Plant that could not be put into operation on time due to the delay.
- After reaching the maximum damages for delay, the customer shall grant ABB a reasonable extension of time in writing. If such extension is not complied with for reasons for which ABB is at fault, the customer may terminate the contract. In such an event, ABB shall only be liable for reimbursement of sums paid for the parts of the Services affected by the termination.
- 13.6. If a specific date is agreed instead of a completion period, such date shall correspond to the last day of an agreed completion period. Clauses 13.1 to 13.5 shall apply thereto.
- 13.7. All claims of the customer arising from or in connection with delays in the performance of the contract are regulated expressly and exhaustively by this Clause 13. Other and further claims are excluded. This limitation of liability does not apply in the event of gross negligence or wilful misconduct by ABB.

### 14. Risk

The customer shall bear the risk of accidental damage to and loss of the Plant and the materials, spare parts and equipment made available by it. ABB may claim payment of the agreed price even when the Services cannot be provided or can only partially be provided due to damage to or loss of the Plant.

### 15. Acceptance of the Services

- 15.1. The Services shall be ready for acceptance when the Plant is ready to be put into operation as agreed. The Services shall also be deemed to be ready for acceptance even if individual parts of the Plant are missing or additional work is still to be executed on them or if the Plant cannot be commissioned for reasons for which ABB is not responsible.

GENERAL CONDITIONS FOR INSTALLATION	AMB (2020)	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 7/11
----------------------------------------	------------	-------------------------------	-----------	-------------	--------------

- 15.2. As soon as ABB has notified the customer that the Services are ready for acceptance, they shall be inspected by the customer in the presence of a representative of ABB. Any defects are to be reported immediately in writing to ABB. If the customer fails to report any defects, the Services shall be deemed to have been provided and to have been accepted.
- 15.3. Acceptance shall also be deemed as having taken place
- if the acceptance does not take place on the date arranged for reasons for which ABB is not responsible; or
  - if the customer refuses to sign any acceptance report; or
  - as soon as the customer puts the Plant into operation; or
  - if the customer refuses the acceptance without being entitled to do so.
- 15.4. To the extent that ABB is responsible for defects discovered during acceptance, it shall remedy such defects as soon as possible. The customer shall grant ABB sufficient opportunity and time to do so.
- 15.5. All claims by the customer arising from or in connection with defects in the Services are regulated expressly and exhaustively by this Clause 15. Other and further claims are excluded. This limitation of liability does not apply in the event of gross negligence or wilful misconduct by ABB.

## 16. Warranty

- 16.1. ABB warrants, for a period of twelve months after acceptance of the Services, that the Services have been provided in a professional and careful manner. This warranty is exhaustive.
- If acceptance of the Services is delayed for reasons for which ABB is not responsible, the warranty period shall end at the latest 18 months after the completion of the Services.
- 16.2. If it is discovered and proved before the expiry of the warranty period that the Services have not been provided in a professional and careful manner, ABB shall remedy the Services concerned within a reasonable period upon written request of the customer, provided that the customer has notified ABB in writing of the defects during the warranty period and immediately after discovery. ABB shall bear its own costs in remedying the defects.
- A corresponding warranty for services provided by the personnel of the customer shall only be assumed by ABB if the defects can be proved to be caused by the gross negligence of ABB personnel in issuing instructions or carrying out supervision.
- 16.3. ABB's liability for defects in respect of services provided by subcontractors nominated by the customer shall be no greater than such subcontractors' warranty obligations.
- 16.4. Any warranty claims of the customer are expressly and exhaustively regulated by this Clause 16. Other and further claims are excluded. This limitation of liability does not apply in the event of gross negligence or wilful misconduct by ABB.
- 16.5. ABB shall only be liable to the customer for faulty advice and the like or for breach of any additional obligations in the event of gross negligence or wilful misconduct.

## 17. Contract Performance

- 17.1. In all cases where contractual performance is not duly effected and where not expressly covered by these General Conditions, the customer shall grant ABB a reasonable additional period to remedy its performance.
- If such additional period lapses and is unused due to fault on the part of ABB, the customer may terminate the contract with respect to the Services not in conformity with the contract or provision of which is anticipated not to be in conformity with the contract. In such event, ABB is only liable for reimbursement of sums already paid for the parts of the Services affected by the termination.
- 17.2. In the event of a contract termination by the customer in accordance with Clause 17.1, the provisions of Clause 21 shall apply with regard to any liability of ABB.

GENERAL CONDITIONS FOR INSTALLATION	AMB (2020)	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 8/11
----------------------------------------	------------	-------------------------------	-----------	-------------	--------------

## 18. Termination of the Contract by ABB

The contract shall be amended as appropriate if unforeseen events substantially change the economic effect or the content of the Services or substantially affect the fulfilment of the contract by ABB, or if performance of the services subsequently becomes entirely or partially impossible. Insofar as such amendment is not economically justifiable, ABB may terminate the contract or the individual provisions affected thereby.

If ABB intends to terminate the contract, it shall, after having recognised the consequences thereof immediately inform the customer; even if an extension of the time for completion has previously been agreed. In the event of termination of the contract, ABB shall be entitled to payment for the Services already provided. Claims for damages by the customer are excluded.

## 19. Export Controls

The customer acknowledges that the Services may be subject to Swiss and/or foreign statutory provisions and regulations regarding export control and, without export or re-export permits from the competent authorities, may not be sold, leased or otherwise transferred or used for a purpose other than that agreed upon. The customer agrees to comply with such provisions and regulations. The customer acknowledges that such provisions and regulations may change and are applicable to the contract according to the wording valid at the time.

The Services may neither directly nor indirectly be used in any way in connection with the design, production, use or storage of chemical, biological or nuclear weapons or carrier systems.

## 20. Data protection

- 20.1. The parties agree that the customer shall be the data controller, who shall ensure compliance with the applicable data protection laws, in particular the lawfulness of the processing of personal data. ABB shall be processing personal data on behalf of the customer and shall ensure compliance only with regard to those obligations under applicable data protection laws that are specifically directed to processors and shall act according to lawful instructions of the customer.
- 20.2. ABB's personnel engaged in the processing of personal data are informed of the confidential nature of the personal data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.
- 20.3. The customer agrees that it will not withhold or delay its consent to any changes to this data protection clause and/or to any additional data processing or data protection agreements which in the reasonable opinion of ABB are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines from any competent supervisory authority, and their application to Services provided by ABB from time to time.

## 21. Limitation of liability

- 21.1. All claims by the customer for damages for production interruption, loss of usage, loss of orders, loss of profit, claims by third parties or claims for indirect or consequential damage, irrespective of the legal basis for such claims, are excluded. The total liability of ABB arising from or in connection with the contract or the breach thereof is limited to the sums paid by the customer for the Services provided.
- 21.2. Claims by the customer arising out of or in connection with the contract or the breach thereof are expressly and exhaustively regulated in these conditions. Other and further claims are excluded.
- 21.3. This limitation of liability shall not apply in the event of gross negligence or wilful misconduct by ABB.

## 22. Right of Recourse by ABB

In the event of injury to persons or damage to property of third parties as a result of actions or omissions by the customer or its personnel for which ABB is held liable, ABB shall have a right of recourse against the customer.

GENERAL CONDITIONS FOR INSTALLATION	AMB (2020)	DOCUMENT ID 3BHS887208 E01	REV. A	LANG. EN	PAGE 9/11
----------------------------------------	------------	-------------------------------	-----------	-------------	--------------

**23. Miscellaneous Provisions**

- 23.1. Amendments to the contract must be in writing to become effective.
- 23.2. If a provision of these General Conditions should prove to be wholly or partially ineffective, the parties shall replace such provision with a new provision that comes as close as possible to the legal and economic effect of the original provision.

**24. Jurisdiction and Applicable Law**

- 24.1. Place of jurisdiction shall be Baden/Switzerland. ABB may, however, also bring an action before the courts at the customer’s domicile.
- 24.2. This contract shall be governed by Swiss substantive law. The “United Nations Convention on the International Sale of Goods” of April 11, 1980, shall not apply.

**25. Appendices**

The following Appendices form an integral part of these General Conditions for Installation of Plant and Machinery. In the event of any discrepancies, the Appendices shall prevail over these General Conditions.

- Appendix 1: Price Sheet
- Appendix 2: .....
- Appendix 3: .....

**Appendix: Price Adjustment Formula**

# Price Adjustment Formula

Issued by Swissmem

$$P = P_0 \left( a + b \frac{L_m}{L_0} + c \frac{M_m}{M_0} \right)$$

P = \_\_\_\_\_ Selling price on date of delivery

P<sub>0</sub> = \_\_\_\_\_ Selling price by tender

a = \_\_\_\_\_ Coefficient of fixed part of co (e.g. = 0.1)<sup>1</sup>

b = \_\_\_\_\_ Coefficient of part varying with wage index (e.g. = 0.6)<sup>1</sup>

c = \_\_\_\_\_ Coefficient of part varying with material index (e.g. = 0.3)<sup>1</sup>

L<sub>0</sub> = \_\_\_\_\_ Wage index<sup>2</sup> of Swissmem, Zürich, on date of tender

L<sub>m</sub> = \_\_\_\_\_ Average of all wage indices<sup>2</sup>  
- from date of Order Acknowledgement to completion in accordance with contract\* or  
- during period of manufacture, i.e. from \_\_\_\_\_ to \_\_\_\_\_\*

M<sub>0</sub> = \_\_\_\_\_ Mean of price indices<sup>3</sup> of principal material in category «metals and metal products» required for manufacture, related to their proportion of value of supplies on date of tender

M<sub>m</sub> = \_\_\_\_\_ Average of mean values of all price indices<sup>3</sup> of principal materials in category «metals and metal products» required for manufacture, related to their proportion of value of supplies at time of delivery  
- from date of Order Acknowledgement to completion in accordance with contract \* or  
- from date of Order Acknowledgement to date by which supplier had obtained most of these materials i.e. from \_\_\_\_\_\*

<sup>1</sup> a + b + c must always total 1.

<sup>2</sup> Since the wage index is only issued by Swissmem quarterly, the index for the past quarter shall be inserted in each case.

<sup>3</sup> Fractions of the official producer price index calculated and published monthly. (If the year serving as a basis for de-termination of the index is changed by the authority concerned, the supplier is entitled to re-calculate the changes in prices in accordance with the new index values.)

\* Delete where inapplicable.