

GENERAL CONDITIONS OF SALE for Products and Services of the Electrical Industry



October 2024

Scope of Application

These GENERAL CONDITIONS OF SALE for Products and Services of the Electrical Industry apply in addition to the Grüne Lieferbedingungen and – if agreed – the Software Clause of the ZVEI and are hereinafter referred to together with these as the “Conditions”. The Conditions apply to all ABB companies in Germany (hereinafter referred to as “Supplier” or “ABB”). They form the basis of all offers and agreements and are deemed to be accepted by placing an order, using the ABB ordering system (“CBOL” or “EasyOrder”) or accepting delivery.

The Conditions are deemed to be agreed in the following order:

1. GENERAL CONDITIONS OF SALE for Products and Services of the Electrical Industry
2. Software Clause of the ZVEI
3. General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry (“Grüne Lieferbedingungen” – GL) of the ZVEI

Any individual agreements in writing or text form (in particular conditions, prices) between the Supplier and the Purchaser take precedence.

A. Deviations from/additions to the “Grüne Lieferbedingungen” (GL)

a) In addition to Article I “General Provisions” of the GL, the following applies:

Agreements that are binding for the Supplier only become effective upon confirmation by the Supplier in writing or text form (“Acceptance”). The Conditions become binding upon acceptance by the Supplier. Any other provisions of the Purchaser (such as in his terms and conditions, orders or correspondence) are expressly excluded even without objection in individual cases.

The delivery item and the scope of the order are specified in the Acceptance. For delivery items to be planned or manufactured by the Supplier specifically for the Purchaser, the plans attached to or referred to in the Acceptance and the technical requirements described in the Acceptance shall be decisive.

Dimensions, illustrations, designs, colours and other information on weights or other properties of the delivery item contained in the Supplier’s product information are only approximate. In addition, changes that serve to technically improve the delivery item as well as minor changes, in particular in the case of subsequent performance, are permitted.

To the extent that the Purchaser is provided with software for which the Supplier only has a derived right of use (third-party software), or to the extent that the Purchaser is provided with so-called Open-Source Software (hereinafter collectively referred to as “Third-Party Software”), the terms of use to which the Third-Party Software is subject shall take precedence. The Supplier will indicate the existence and terms of use of any Third-Party Software provided in the contract documents and make the terms of use available upon request. The Purchaser shall indemnify the Supplier against all claims, costs and expenses incurred by the Supplier as a result of the use of Third-Party Software.

b) In addition to Article II “Prices, Terms of Payment and Set-Off” of the GL, the following applies:

1. The prices are in EUR.

Unless otherwise agreed, the prices in the Supplier’s price list valid at the time of conclusion of the contract (if applicable) shall apply.

2. VAT will be additionally invoiced at the statutory rate applicable on the day of the respective service (in the case of advance payments: on the day of payment). In the event that the Purchaser is based outside Germany and the delivery item to be delivered under this delivery contract is to be exported from the customs territory of the European Union and the Purchaser is responsible for the transport of the delivery item out of the customs territory of the European Union according to the agreed delivery conditions (e.g. according to INCOTERMS 2020), no sales tax will be charged - provisionally.

The Supplier is entitled to subsequently invoice the sales tax at the applicable statutory rate if the Supplier does not receive proof valid for sales tax purposes of the export of the delivery items from the customs territory of the European Union in accordance with one of the two conditions set out below:

- in the case of the export declaration in electronic form by the Supplier to the EU customs, the electronic proof of export is received by the Supplier from the customs office of exit from the European Union without being requested to do so within 60 days of the delivery item being handed over at the named place; or
- if the electronic proof of export is not received by the Supplier within 60 days and in all other cases, the Purchaser shall obtain a valid document as proof of export for VAT purposes (e.g. transport proof from the carrier) and submit this to the Supplier without being requested to do so within 90 days of handing over the delivery item at the named location.

3. The prices do not include customs duties or other import taxes; these are to be borne by the Purchaser. If the Supplier has exceptionally assumed these costs at fixed rates, any increases, e.g. due to changes in the law, shall be borne by the Purchaser.

The costs of packaging will be invoiced separately unless otherwise agreed. Special packaging remains the property of the Supplier and will be charged at rental rates based on cost price; it must be returned to the Supplier promptly and carriage paid.

4. Payments shall be made in EURO, without any deductions, to the Supplier’s payment office, as follows:

- 4.1 For transactions with a net order value of up to EUR 5,000.00 upon notification of readiness for acceptance (if acceptance is required or planned) / otherwise upon notification of readiness for dispatch or provision for collection and receipt of the invoice.

- 4.2 For transactions with a net order value of more than EUR 5,000.00 and a delivery period of up to three months, 1/3 of the order value upon ordering, 2/3 of the order value upon notification of readiness for acceptance / dispatch or provision for collection.

- 4.3 For transactions with a net order value of more than EUR 5,000.00 and a delivery period of more than three months
 - 30% of the order value when ordering
 - 30% of the order value at the end of the first third of the agreed delivery period
 - 30% of the order value at the end of the second third of the agreed delivery period

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- 10% of the order value upon notification of readiness for acceptance/shipment or provision for collection
- 4.4 For deliveries and work for which no provisional contract price can be determined at the time of ordering, the Supplier reserves the right, depending on the circumstances, to request a deposit at the time of ordering and interim payments during the period of execution in accordance with the costs incurred. Deposits and installment payments do not accrue interest.
- 4.5 The delivery period begins on the day of receipt of the deposit, provided that the other applicable contractual conditions are met.
5. For all types of payments, the day on which the Supplier can freely dispose of the payment amount shall be deemed to be the day of performance.
6. If the payment deadlines are exceeded, the consequences of default will occur without the need for a special reminder. Without prejudice to other or further rights and claims, annual default interest of 9 percentage points above the base interest rate shall be due.
7. If the Purchaser defaults on payment of the price, the Supplier shall be entitled to demand the return of the goods and compensation for damages for non-performance (see also Article III. GL "Retention of Title"). In the event of default, in particular in the event of suspension of payments, a search for a compromise or a moratorium, all of the Supplier's claims shall become due immediately.
8. The Supplier is entitled to offset all claims against the Purchaser that he or the companies in which ABB AG, Mannheim, directly or indirectly holds a majority interest, has against all claims that the Purchaser has against the Supplier or one of the companies described above. Upon request, the Supplier will send the Purchaser a list of these companies.
9. The Purchaser may only offset claims of the Supplier with undisputed or legally established claims.
10. The Supplier is entitled to send the invoice in paper form as well as in other formats (electronic invoices, PDF). Insofar as the consent of the Purchaser is required within the meaning of Section 14 of the German Value Added Tax Act (UStG) in its current version, this consent will be granted upon acceptance of these Conditions and the technical prerequisite for receipt will be created.
- Before the invoice format is changed, the Purchaser will be informed of the details (e.g. processing modalities, implementation periods, third parties involved, storage location) in text form.
- c) In addition to Article IV "Time for Supplies; Delay" of the GL, the following applies:**
1. Unless otherwise agreed in writing or text form, delivery will be CPT (Incoterms 2020), destination in Germany.
 2. Delivery dates are generally not agreed, but merely represent a non-binding forecast. If an obligation to comply with agreed delivery deadlines is assumed in individual cases, this requires an express agreement in

writing or text form or in the contractually agreed form in order to be effective. Even then, this will only be accepted under the condition that production processes and normal transport options remain uninterrupted. The consequences of Art. IV Clause 2. a) – d) GL release the Supplier from the obligation to deliver on time and also give the Supplier the right to make further deliveries without any obligation to make subsequent deliveries.

3. Article IV, paragraph 2(a) 'force majeure' is amended as follows: In cases of force majeure, such as mobilization, war, blockades, sabotage, riots and terrorist acts, strikes or lockouts, import or export restrictions, natural disasters such as earthquakes, hurricanes, floods or similar events, fire, epidemics/pandemics, rejection of an important workpiece, failure or delay of actions or decrees by government authorities, failure of important accessories due to force majeure by suppliers or other delays that are not attributable to circumstances for which neither Party is responsible, the delivery and performance time will be extended accordingly. Damages resulting from force majeure will not be claimed from either Party. The Party invoking force majeure shall promptly notify the other Party in writing of the occurrence of the force majeure event, setting out all available and relevant information regarding the delay caused by the force majeure event and any measures reasonably to be taken to mitigate the effects of the force majeure event. If the circumstances of force majeure last continuously or in total for more than 90 calendar days, either Party may terminate the contract within 30 calendar days. In this case, ABB is entitled to invoice the Purchaser for the deliveries and services provided up to the time of termination upon presentation of proof. If, as a result of force majeure, difficulties arise in delivery or performance that result in additional costs for ABB, and the Purchaser nevertheless insists on delivery and/or performance, ABB is only obliged to do so if the Purchaser agrees to bear these additional costs.

d) In addition to Article VI "Assembly and Erection" of the GL, the following applies:

For deliveries involving installation or assembly, the Supplier's assembly conditions apply with priority.

e) In addition to Article VIII "Defects as to Quality" of the GL, the following applies:

The place of subsequent performance is the registered office of the Supplier.

It is clarified that deliveries which are used by the Purchaser or his customers for stationary installations off the coast of the mainland (so-called offshore) are subject to the provisions of Art. VIII. Clause 10 of the GL and are not covered by the exception "transfer corresponds to its intended use".

f) In addition to Article X "Conditional Performance" of the GL, the following applies:

1. The title of Article X of the GL is amended to read "and Export Control".
2. In order to comply with national and international foreign trade regulations/laws, the Parties will support each other and provide all necessary documentation and information, such as relating to the registration of items to be exported in export control lists or to the final destination and end use of the items. Neither Party is obliged to perform its obligation under the contract in violation of any statutory or internal export control regulations. Supplier shall

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have the right at any time to withdraw from the contract, without incurring any liability for either Party, if

- the Purchaser, despite request, does not provide either any or sufficient information about the final destination and the end use of the goods;
- Supplier obtains knowledge of an unintended end use after tendering or knowledge of any previously unknown person involved in the business and cannot perform the contract due to any export control or intra-group regulations;
- the items or services are intended for military end use, civil nuclear use or for use in connection with weapons of mass destruction or for missiles capable of delivering such weapons; substantive evidence shall be sufficient to prove this intent; or
- a possibly illegal or unlicensed export or an infringement of embargo rules cannot be fully ruled out.

3. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from Supplier to any parties that operate, or whose end use will be, in a Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

4. If the Purchaser infringes any obligations in this clause in connection with the contract, the Purchaser must immediately notify ABB. Failure to comply with these Trade Control obligations shall be considered a material breach, and ABB shall have the right to withdraw from the contract with immediate effect. Such withdrawal would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the contract. ABB may report such violations to relevant authorities as required by applicable trade control laws.

g) In addition to Article XIII "Venue and Applicable Law" of the GL, the following applies:

The contractual and non-contractual legal relationships between the Parties are subject exclusively to German substantive law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

B. Other provisions

a) Supplier's responsibility; Quality of the Delivery; Cooperation of the Purchaser

Proper and timely self-deliveries are reserved. The Supplier will inform the Purchaser immediately about the unavailability of the delivery item and, in the event of withdrawal, will immediately reimburse the Purchaser for the corresponding consideration.

Circumstances beyond the control of the Supplier also include difficulties in obtaining the supplies (including raw materials) and services required for delivery.

The Supplier provides no guarantee for the quality or durability of the delivery. The Supplier is not responsible for defects in the delivery which he obtains from third parties and then delivers to the Purchaser unchanged.

Without prejudice to further obligations of the Purchaser, such as in particular the duty to cooperate and the duty to mitigate damages, in the event of precautionary measures to avert non-contractual liability (e.g. in the event of recall campaigns), the Purchaser is obliged, at the Supplier's request, to provide the Supplier with the necessary information on the whereabouts of the delivery item (in particular the addresses of the recipients). An exchange of the delivery item will be subject to the return of the delivery item to be exchanged or the submission of proof of disposal by the Purchaser. Otherwise, the Supplier reserves the right to claim the purchase price of the delivery item.

The Purchaser must immediately note any externally visible defects in the shipment (e.g. deviation from the ordered quantity or type, contamination) on the carrier's delivery note and notify the Supplier within 2 days of delivery. The Purchaser must, upon request, grant the driver access to the unloading location for the purpose of inspecting the shipment, provided that he wears adequate personal protective equipment and complies with the relevant house rules. The Purchaser must report defects that are not externally visible within 2 days of discovery. Otherwise, the delivered shipment will be deemed approved.

b) Special Usage Regulations

Any use or further delivery of the supplies or services under this Conditions to nuclear power plants or for military purposes requires the prior consent of the Supplier in writing or text form. "Nuclear facilities" include nuclear power plants, fuel production plants, uranium enrichment plants, uranium conversion plants, spent fuel storage facilities and research reactors.

c) Data Protection

The Parties comply with the data protection laws - especially the GDPR (General Data Protection Regulation) and the BDSG (Federal Data Protection Act) - and process the personal data of employees made available to them in accordance with the principles of Art. 5 GDPR. The personal data will be processed for specific purposes, in particular for contract performance, and will then be deleted after the statutory retention periods have expired. The Parties shall take all necessary and appropriate technical and organizational measures in accordance with the state of the art to ensure the confidentiality, integrity and availability of this data. The transfer of personal data to a non-EU or non-EEA country will only take place after the guarantees set out in Chapter V of the GDPR have been applied.

Should a case of data processing according to Art. 28 GDPR or joint controllership according to 26 GDPR arise, the Parties undertake to enter into respective contractual agreements required in these articles.

Only for informational purposes, please find ABB Privacy Policy for Business Partners under this link [Privacy Policy for Business Partners | ABB](#). This Privacy Policy must be made available to the Purchaser's affected employees.

d) Valid for Further Deliveries

Unless otherwise agreed, these Conditions shall also apply to all other deliveries and services carried out by the Supplier for or on the same item at the request and expense of the Purchaser.

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e) Ethical Conduct in Business

1. The Parties will adhere to basic ethical standards in all actions related to this Conditions. These standards are based on the ABB Code of Conduct (the "ABB Code of Conduct"). The Purchaser hereby acknowledges and confirms that he has received a copy of the current ABB Code of Conduct (available at [ABB Code of Conduct](#)). The Purchaser agrees to perform its contractual obligations in accordance with this conditions and strictly using substantially similar ethical standards.
2. The Parties will inform each other of all violations of competition law of which they become aware in connection with the Supplier's products. Both Parties will use best efforts to help each other prevent such injuries.
3. The Purchaser represents and warrants that it, its respective directors or officers, is not a person subject to economic or financial sanctions imposed by a public authority (a "Sanctioned Person"), including the U.S. list of "Specially Designated Nationals" (SDN) and "Blocked Persons". The Purchaser acknowledges that Sanctioned Persons may include (legal) persons who are not explicitly included on any sanctions list maintained by a public authority, but also persons who are directly or indirectly owned 50 percent or more in the aggregate by one or more Sanctioned Persons. The Purchaser further represents and warrants that no Sanctioned Person has any property interest, financial interest or other interest in the goods and/or services and that the delivery and/or provision of the goods and/or services shall not involve the transferring, paying, exporting, or withdrawing of any property or interests in property of any Sanctioned Person.
4. If, as a result of trade control laws, the performance by Supplier of any of its obligations hereunder becomes illegal or impracticable, Supplier shall, as soon as reasonably practicable, give written notice to the Purchaser of its inability to perform or fulfil such obligations. Once such notice has been received by the Purchaser, Supplier shall, subject to mandatory provisions of applicable law, be entitled to either immediately suspend the performance of the affected obligation under the contract until such time as Supplier may lawfully discharge such obligation or shall have the right to immediately terminate this contract by notice in writing from the date specified in the said written notice. Supplier will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the contract.
5. Each Party warrants that it will not, directly or indirectly, and that it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its directors/officers or employees, to business partners, public officials or any third party in a manner contrary to applicable laws (including but not limited to German Law, the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials). Furthermore, each Party represents that it will comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the contract will render either Party or any of its affiliates liable to reimburse the other for any such consideration given or promised.

6. Any breach of any of the foregoing obligations shall be deemed a material breach of this contract. A material breach by either Party shall entitle the other Party to terminate or rescind the contract with immediate effect and without prejudice to any further rights or remedies under this contract or applicable law.
7. Notwithstanding anything to the contrary in this Conditions, the breaching Party shall fully indemnify and hold the other Party harmless from and against any liability, damages, costs and expenses arising from the breach of any of the foregoing obligations and, where applicable, from the termination or rescission of this contract resulting therefrom.

f) Scarcity of Resources and Transport Capacities

The Parties are aware of the risk of a global shortage of electronic components as well as market fluctuations in the availability and costs of other raw materials, goods, critical components and transportation capacities. If, after Supplier has submitted an offer or after the contract has been concluded, there are changes in the availability and market conditions for electronic components, raw materials, goods and/or transport, Supplier shall have the right, notwithstanding any contrary provisions in the offer/contract, to adjust the schedule for the contractual deliveries and/or services as well as the price in view of proven cost increases for components, raw materials, raw materials and/or transport. Any agreed lump sum compensation or contractual penalty for delay shall not apply if the delay is caused directly or indirectly by bottlenecks in electronic components, raw materials, raw materials and/or transport. All delivery times stated in the offer are subject to written confirmation by Supplier.

g) ABB Brands

The Purchaser is entitled and obliged to use the company and product names, brands and logos of the Supplier for the marketing and sale of the products exclusively in accordance with the branding principles (available after registration under the link: [ABB Brand portal](#) or freely accessible within the framework of the terms of use at [Busch-Jaeger \(busch-jaeger-media.de\)](#)).

h) Confidentiality

The Purchaser undertakes to treat all non-obvious commercial, operational and technical information that becomes known to him through the business relationship as a trade secret within the meaning of the Act on the Protection of Trade Secrets (GeschGhG). In the event that the Supplier is subject to an obligation of confidentiality, this obligation does not extend to companies affiliated with the Supplier pursuant to Section 15 AktG (Stock Corporation Act).

i) Miscellaneous

ABB reserves the right to modify these Conditions at any time.

The Conditions apply in the version valid at the time the contract is concluded.