



GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SALE OF GOODS AND SERVICES BY ABB

1. DEFINITIONS

- 1.1. ABB:** the ABB entity which enters into the Agreement and undertakes to supply the Goods and Services -- under the Agreement.
- 1.2. Services:** the design and/or performance of works or execution of activities as set out in the Agreement, including but not limited to, the creation of a tangible work, and/or the provision of services, whether or not accompanied by the supply of Goods, advisory, design, and supervisory activities, installation, assembly, manufacturing, renovation, repair, control, measurement, analysis, commissioning, inspections, and maintenance activities.
- 1.3. Goods:** the scope of supply of ABB, including equipment, systems, spare parts, software, etc., as set out in the Agreement, exclusive of Services.
- 1.4. Intellectual Property Rights:** all current and future rights in, trade secrets, trademarks, masks, patents, design, trade image, all current and future copyrights, and all other intellectual property rights anywhere in the world, including, in each of these cases, unregistered, registered, or application for registration, derivatives, developments, and all rights and forms of protection of a similar nature or having an equivalent or similar effect as any of the foregoing.
- 1.5. Client:** any legal entity that enters into the Agreement and purchases Goods and/or Services under the terms thereof.
- 1.6. Agreement:** the written arrangements concerning the supply of Goods and/or Services made by and between the Client and ABB, including these general terms and conditions and the attached documents and/or annexes.
- 1.7. Technology:** all inventions, discoveries, ideas, concepts, methods, code, executable files, manufacturing processes, unique compositions, masks works, designs, brands, and works of authorship recorded in a medium and materials relating to the foregoing, whether or not patentable, copyrighted, or subject to other forms of protection.

2. CONTRACTUAL STRUCTURE

- 2.1** These general terms and conditions apply to all offers from ABB for the sale of Goods and Services and form an integral and essential part of any related Agreement. Unless otherwise agreed, ABB shall not be bound by the Agreement if these general terms and conditions are not applicable.
- 2.2** The applicability of the Client's terms and conditions is expressly excluded.
- 2.3** Particular or divergent terms and conditions are only applicable if and to the extent that they have been agreed upon in writing by the parties. Particular or divergent terms and conditions shall take precedence over these general terms and conditions.
- 2.4** The Agreement constitutes the entire agreement by and between the parties concerning the supply of Goods and/or Services by ABB to the Client and supersedes all prior agreements, written or oral, regarding the object of the Agreement. Any amendment, waiver, or exemption from the foregoing shall be valid only when signed (electronically) by authorised representatives of both parties.
- 2.5** The rights and/or obligations of ABB arising out of the Agreement may be assigned to one or more affiliated companies within the ABB group without the prior written consent of the Client.
- 2.6** Unless otherwise stipulated in the offer, offers from ABB shall be valid and binding for a period of 14 (fourteen) calendar days.
- 2.7** Orders and acceptances by the Client of offers shall be deemed irrevocable when the Client has received an order confirmation, ABB has commenced its execution, or such has been confirmed in writing.
- 2.8** The Client shall be responsible for the inadequacy of and/or ambiguous or incorrect data in its order. If the offer and the order contain discrepancies in the technical specifications, the order shall be interpreted in the light of the offer.
- 2.9** If the Agreement is amended or supplemented, the terms and conditions thereof, including these general terms and conditions, shall apply to such amendments and/or supplements also.

3. TECHNICAL DOCUMENTS

- 3.1.** Catalogues, brochures, images, diagrams, size and weight specifications and data included therein, shall be binding for ABB only if and to the extent agreed upon expressly and in writing.
- 3.2.** Construction drawings, manufacturing drawings and detail drawings shall not be provided by ABB unless agreed upon in writing by the parties.
- 3.3.** Any foundation or installation drawings provided by ABB shall be for orientation only. Such drawings are not based on static or dynamic calculations and do not take into account on-site conditions unless agreed upon in writing.
- 3.4.** Data originating from ABB are prepared in a local language of ABB or in English at the discretion of ABB, unless otherwise agreed upon in writing or required by legislation.
- 3.5.** Any study, specification, documentation, description, plan, diagram or drawing prepared or provided by ABB is and shall remain the exclusive property of ABB. The Client shall use such data only within the scope of the Agreement.
- 3.6.** The Client undertakes that it, its employees and third parties it engages shall adhere to the manuals provided by ABB or made available online.

4. PRICE

- 4.1** The prices specified by or agreed upon with ABB are net prices, therefore exclusive of VAT, packaging, transport, unloading, insurance, installation, assembly, permits, and/or other services, unless otherwise agreed upon in writing.
- 4.2** ABB shall be entitled to charge the actual costs and/or the customary rates at ABB to the Client if it has undertaken packaging, transport, unloading, insurance, installation, assembly, permits, or other services without a price agreed expressly in writing.
- 4.3** Prices and costs specified by or agreed upon with ABB are based on the current price or costs at the time the Agreement is concluded. ABB expressly reserves the right to increase the agreed price, even after the order confirmation date, on account of a price increase in one or more elements of the production or logistical chain and/or in the case of a price increase in the (raw) materials required for the products.

5. PAYMENT/SECURITY

- 5.1** Payment must be made within 30 days as of the invoice date. ABB has nonetheless the right to request financial security for the entire or partial price at all times, irrespective of whether the amount due is payable, if there is a reasonable risk regarding the Client's payment capabilities.
- 5.2** The Client waives any right to offset amounts owed mutually.
- 5.3** If the Client fails to pay any amount due, he shall be in default by operation of law without prior notice. Once the Client is in default with any payment, all other claims of ABB against the Client shall become due and payable by operation of law without prior notice. As of the day the Client is in default, he shall be liable to ABB, by operation and without prior notice, for interest for late payment of 1% of the value of the order, including additional work, per month pro rata to the portion of a month during which the default continues.
- 5.4** If payment to ABB is not made or delayed, ABB shall be entitled to suspend its services, terminate and/or dissolve the Agreement, and/or claim for compensation of all damages it has suffered as a result of the Client's default. The same shall apply if the Client fails to fulfil agreements made or if the solvency of the Client is compromised. This shall apply irrespective of the underlying act or circumstance and also if it is not related to the performance of the Agreement.

6. EXAMINATION/INSPECTION

- 6.1** The Client and ABB shall be required to cooperate in any agreed inspection and/or examination, at their own expense and without delay. If no date for inspection and/or examination has been set, each party shall promptly provide a suitable date upon request from the other party. Each party shall provide adequate time, space, personnel, and the Client shall, where necessary, provide an appropriate quantity of products to carry out the inspection and/or examination.
- 6.2** If the Client fails or refuses to cooperate in the inspection or examination in due course, the Goods and/or Services shall be deemed accepted at the agreed time of inspection and/or examination.
- 6.3** ABB shall be entitled to compensation for damages and costs resulting from the Client's refusal or delay in the inspection and/or examination.
- 6.4** The Client shall promptly report any deficiencies that may be identified during the inspection and/or examination no later than 5 (five) working days after discovery, failing which any claim on such grounds against ABB shall be forfeited.
- 6.5** ABB shall be given the opportunity to remedy any deficiencies before the Goods or Services can be rejected or put into use. After such repair, the Goods or Services shall be resubmitted for inspection or examination. If the Client does not avail itself of an opportunity for inspection or examination, the Goods and/or Services shall be deemed approved upon completion of the repair. New inspections or examinations shall be subject to the provisions of this Article 6.

7. DELIVERY TIME/DELIVERY

- 7.1** ABB shall deliver Goods according to INCOTERMS 2020 FCA (ABB factory or warehouse), unless otherwise agreed upon in writing by and between the parties.
- 7.2** The delivery time for Goods and Services shall commence after the Agreement is concluded and, if agreed upon, upon ABB's receipt of prepayment or the provision of payment security to ABB. The latter shall have the right to adjust the delivery time if the Client (i) still needs to provide documentation, (technical) data, and confirmations to ABB, or (ii) has not otherwise fulfilled its prior obligations.
- 7.3** The Goods shall be considered delivered once the risk has passed in accordance with the applicable INCOTERM. Services shall be considered delivered upon completion.
- 7.4** In case of a delay in delivery or performance due to circumstances attributable to ABB, the Client shall grant ABB a reasonable period within which the delivery or performance must still take place. If ABB still fails to comply, the Client shall be entitled to terminate the Agreement in writing for the unexecuted part, without prejudice to the provisions of Article 12 (Liability/Indemnification). This right to terminate the Agreement cannot be invoked for partial deliveries. The exceeding of agreed deadlines shall not entitle the Client to suspend any obligations arising out of the Agreement.
- 7.5** If a penalty or lump-sum compensation is agreed upon for exceeding the delivery time, it shall, except in case of intent or gross misconduct from ABB, be payable after the reasonable period mentioned in Article 7.4 only if the delay is entirely attributable to negligence on the part of ABB, and the Client can demonstrate in writing that it has suffered damage as a result of the delay. ABB shall be liable for the penalty or lump-sum compensation only for the delayed portion of the Agreement. If the Agreement consists of partial deliveries, ABB shall be liable for the penalty or lump-sum compensation only to the extent the date of the last partial delivery was not met.
- 7.6** The penalty or lump-sum compensation shall constitute full compensation for delay in performance. Exceeding delivery times shall not entitle the Client to additional or substitute damages or to the suspension of any obligations arising out of the Agreement. The Client shall be entitled to terminate the Agreement by written notice only after ABB has been granted a reasonable period in accordance with Article 7.4 and the maximum of the penalty or lump-sum compensation has been reached.
- 7.7** ABB shall have the right to organise and provide Services at its discretion, with or without the involvement of third parties. Any cooperation required from the Client, such as in the case of possible assembly, commissioning, and operational handover, shall be agreed upon through mutual consultation.
- 7.8** The Client shall enable ABB to carry out the delivery of Goods and Services without restrictions. The Client shall inform ABB in a timely manner about technical, maintenance-technical, and functional product specifications of items for which or in connection with which work is to be carried out. If the delivery of Goods or Services is to be made at a non-ABB location, the Client must also ensure an accessible, free, and safe working environment in accordance with applicable regulations and instructions, as well as the presence of adequate supervision, lighting, energy and power points, lifting and similar equipment, tools of substantial or special nature, small materials, and (spare) parts -- all at the expense and risk of the Client.
- 7.9** ABB shall be entitled to pass on any costs relating to access requirements, certifications, and/or permits applicable to the Client.
- 7.10** All civil works, including but not limited to preparatory, related and/or necessary excavation, foundation, breaking, chiselling, masonry, plastering, concrete, forging, carpentry, painting, plumbing, and similar activities, as well as street, drainage, and scaffolding work, shall not be part of the delivery of Goods and/or Services unless otherwise agreed upon in writing. The Client shall, at its own expense and risk, carry

out all such works and preparatory activities as necessary to enable the delivery of Goods and Services by ABB at the agreed times.

8. RISK/TRANSFER OF OWNERSHIP

8.1 The risk for Goods shall be transferred at the time of delivery in accordance with the applicable INCOTERM.

8.2 The risk for Goods of the Client to which, with which, or in connection with which work is performed shall remain with the Client, even if those Goods are located in buildings or on premises of ABB.

8.3 Shipping, transport, unloading, and insurance of the Goods to be delivered shall be at the risk of the Client, unless otherwise agreed upon in writing.

8.4 All Goods delivered and Services provided by ABB shall remain the property of ABB until full payment has been made for all amounts owed by the Client in connection with the underlying Agreement, including damages, costs, and interest. The Client shall not be entitled to any right of retention over those Goods. If the Goods are delivered before full payment has been made, the Client shall take such measures as necessary to indicate that the Goods are the property of ABB and, if necessary, notify the creditor-pledge holder and the lessor thereof, with a copy to ABB.

9. RECEIPT AND ACCEPTANCE

9.1 The Client shall be required to take delivery of the Goods and/or Services in accordance with the Agreement.

9.2 If the planned delivery of Goods is delayed by the Client, ABB shall be entitled to transfer the Goods to a storage location at the Client's expense and risk, in which case ABB shall also be entitled to demand full payment for the Goods.

9.3 Upon receipt of Goods and/or Services, the Client shall promptly inspect them. Visible non-conformities and defects must be reported to ABB in writing immediately and no later than 5 (five) business days after receipt of the Goods and/or Services, if no inspection has been agreed upon. After this period, any claim for visible non-conformities and/or defects in Goods against ABB shall expire.

9.4 In case of visible non-conformity and/or defect of the Goods and/or Services, ABB shall have the right to repair or replace the Goods, or provide the Services again within a mutually agreed upon period, whereby the Client shall not be entitled to cancel the order and/or claim any damages.

9.5 As regards the Services, the signing of performance sheets and/or service note shall serve as irrefutable evidence of the Client's acceptance of the contents of the services stated therein, and no further complaints will be accepted.

9.6 The shades, colour variations, aesthetic aspects, and/or other minor defects and imperfections of the Goods that do not cause a substantial change in the use thereof can under no circumstances constitute grounds for refusing acceptance.

9.6 Once the Goods are assembled, modified or put into use by the Client, claims as provided under Article 9 shall no longer be accepted.

10. WARRANTY

10.1 Warranty for Goods and Services

10.1.1 ABB warrants that the Goods it delivers (with the exception of software) are free from defects in construction, material, or finishing during the warranty period.

10.1.2 ABB does not provide any warranty regarding use, suitability, efficiency, or availability, and does not guarantee the compatibility and/or interoperability of Goods with any other product, software, system, or services, which falls under the responsibility of the Client.

10.1.3 Unless otherwise agreed upon in writing, the warranty period for Goods (with the exception of software) shall be 18 months after delivery or 12 months after installation, whichever occurs first. For Goods typically in continuous motion day and night, the warranty period shall be 6 (six) months after delivery.

10.1.4 ABB undertakes to perform the Services professionally, with due care and skill, and in accordance with the agreement and all applicable legal regulations.

10.1.5 For Services, a warranty period of three (3) months after performance applies.

10.1.6 The warranty intervention for Goods or Services shall, at ABB's reasonable discretion and in consultation with the Client as and where necessary, consist of either (i) free replacement or repair of (the defective part of) the Goods and/or rectification or re-performance of (the defective part of) the Service (as applicable), or (ii) refunding a portion of the price applicable to the deficiency. A warranty intervention shall not extend the original warranty period in any way, nor will it result in a new warranty period.

10.1.7 The Client shall ensure that the warranty intervention can take place under the circumstances and at the location where the Goods were originally delivered or the Services were provided. To the extent that this is not possible, the Client shall accept that ABB is entitled to charge additional costs.

10.2 Warranty for Software

10.2.1 Except as specified below, ABB warrants that, if correctly installed, the software will operate in accordance with ABB's published specifications. ABB does not warrant that the software products are free from errors typically categorised as "bugs" in the computer industry.

10.2.2 Unless otherwise agreed upon in writing, the warranty period for Software shall be 12 months after delivery.

10.2.3 ABB will correct the deficiency at its own discretion by either (i) modifying the software or providing the Client with instructions for modifying the Software, or (ii) providing the necessary corrected or replacement programmes from an ABB location.

10.3 If a deficiency is identified during the warranty period, the Client shall notify ABB thereof immediately within 5 (five) business days after the deficiency is discovered or could reasonably have been discovered. Each such notification shall include the nature of the defect and all available evidence and data relating thereto.

10.4 Any warranty rights shall expire if: (i) the instructions provided by ABB for storage, placement, testing, installation, assembly, inspection, maintenance, and/or use are not followed precisely; (ii) the Goods, Services, or software are used improperly or not in accordance with the agreed or customary purpose; (iii) the Client or its representatives carry out work on the Goods covered by the warranty without ABB's permission; (iv) a deficiency is not reported within the deadlines stipulated in this Article 10; or (v) in the case of force majeure or normal wear and tear.

10.5 ABB does not guarantee the compatibility and/or interoperability of Goods, Services, or software with any other product, software, system, or services, which falls under the responsibility of the Client.

10.6 The warranty shall not apply to glass, porcelain, and easily breakable Goods.

10.7 ABB shall not be responsible for providing temporary power, removal, installation, reimbursement of labour costs, or work access to the Goods or Services with deficiencies, including disassembly and assembly of parts not supplied by ABB, transport, or for any other costs incurred in connection with the repair or replacement, all of which are at the Client's expense and risk.

10.8 The Client is obliged to provide all information that ABB deems necessary to determine whether the Client is entitled to warranty and to enable ABB to fulfil its warranty obligations.

10.9 The warranties and remedies in the Agreement shall replace all statutory, implied, and/or explicit warranties to the extent permitted by law and shall constitute ABB's entire liability with respect to the quality and warranty of the delivered Goods, Services, and Software.

11. JOINT AND SEVERAL LIABILITY

If ABB engages third parties for the provision of Services, the Client shall lend all cooperation so that ABB can comply with the applicable legislation regarding chain and user undertaking or hirer liability, tax and social charges, and all other laws, regulations and government decisions relating thereto.

12. LIABILITY/INDEMNIFICATION

12.1 The total liability of ABB (including its employees, self-employed workers, directors, group companies, agents, and subcontractors, and this without prejudice to the provisions of clause 12.4), whether contractual or tortious (including negligence) or in any way related to the Agreement and including any indemnification or otherwise, shall be limited to the value of the order from which the damage arises.

12.2 ABB (including its employees, self-employed workers, directors, group companies, agents, and subcontractors, and this without prejudice to the provisions of clause 12.4) shall not be liable for any indirect or consequential damages of any kind, including, but not limited to, loss of profit, loss of earnings, interruption of operations and/or operational losses, costs relating to the replacement of energy supply, increase in costs or loss of expected savings, claims from customers of the buyer, loss of production, loss or damage to data, damage to reputation, and loss of goodwill.

12.3 The above limitations of liability shall not apply to (a) damage resulting from intentional and/or wilful recklessness, fraud or fraudulent misrepresentation, (b) death or physical injury, or (c) any other liability that cannot be limited or excluded under applicable law.

12.4 Non-contractual claims by the Client against auxiliary persons of ABB, including but not limited to directors, employees, self-employed workers, agents and subcontractors, are excluded to the extent permitted under applicable law, even if the event giving rise to the damage (also) constitutes tort. This exclusion does not apply to damages resulting from an intentional fault of the auxiliary person or resulting from a fault of the auxiliary person affecting the life or physical integrity of a person.

12.5 To the extent not otherwise agreed in particular of divergent terms and conditions in accordance with clause 2.3., the above provisions shall take precedence over any conflicting or inconsistent provisions in the Agreement, except for conflicting or inconsistent provisions that limit ABB's liability further.

12.6 Claims against ABB shall expire 12 months after they arise, unless ABB has explicitly acknowledged the claim.

12.7 Liability-limiting, excluding, or determining conditions, which can be invoked against ABB by its suppliers or subcontractors in connection with the delivered Goods and were communicated by ABB to the Client, shall also be invoked against the Client by ABB.

12.8 Employees of ABB and/or third parties engaged by ABB for the performance of the Agreement may invoke all defences set out in the Agreement against the Client as if they were parties to the Agreement themselves.

12.9 The Client shall indemnify ABB (including its employees and third parties engaged for the performance of the Agreement) against any claims from other third parties relating to the performance of the Agreement by ABB, insofar as such claim includes a higher amount of damages or deviates from the Client's rights to lodge a claim against ABB based on the Agreement.

12.10 In the context of compatibility and/or interoperability, the Client shall indemnify, defend, and hold ABB harmless for all costs and damages relating to (the lack of or achievement of) the compatibility and/or interoperability of the Goods, including, but not limited to, investigation costs and reasonable legal costs.

13. INSURANCE

13.1 ABB and the Client have taken out adequate insurance to cover their liability and shall provide a statement from their insurer or intermediary attesting thereto upon request.

13.2 To the extent that an event gives rise to intervention by an insurer, the Client shall provide a waiver of recourse against ABB, whereby the Client shall indemnify ABB against any claims from its insurer.

14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

14.1 All rights, claims, and interests in all Technology and Intellectual Property Rights that ABB owned, created, conceived, or discovered before entering into -- or owns, creates, or discovers independently of the activities under -- this Agreement, are and shall remain fully and exclusively the property of ABB.

14.2 Unless otherwise agreed explicitly in writing by and between ABB and the Client, ABB shall have all rights, claims, and interests in all Technology and Intellectual Property Rights that it creates, conceives, or discovers during the Agreement, as well as all rights, claims, and interests in all Technology and Intellectual Property Rights embodied in the Goods and/or Services.

14.3 To the extent applicable, the Client shall, with respect to the Intellectual Property Rights and Technology associated with the Goods and/or Services, receive a limited and simple licence devoid of any exclusivity, solely for the use or maintenance of the Goods and/or Services.

14.4 The Client shall not copy or disclose the information received without the prior, written consent of ABB. The Agreement shall not be considered as *work made for hire*.

15. SOFTWARE LICENCE

15.1 ABB owns all rights to -- or has the right to grant a sublicense for -- all software mentioned in the offer. As part of the sale of Goods and/or Services under the Agreement, the Client shall obtain a limited license to use the software specified in the

offer, under the following conditions: (i) the software may be used only in conjunction with Goods or Services specified by ABB; (ii) the software shall be kept strictly confidential; (iii) the software may not be copied, reverse engineered or modified; and (iv) the rights to use the software are non-exclusive and non-transferable, except with the prior written consent of ABB.

15.2 The Client's right to use the software shall be terminated immediately when the specified Goods and/or Services are no longer used by the Client or when this right is terminated for valid reasons, such as a violation of the licence terms.

15.3 ABB shall have the right to declare special licence terms, for end users or otherwise. Any special licence terms shall be included in the offer and shall take precedence over the provisions of this Article 15. To the extent that it is not the end user of the software, the Client shall ensure that the special licence terms will be accepted by the end user.

15.4 If the licence is terminated, the Client shall immediately cease using the software and shall remove the software, without retaining copies, notes, or excerpts thereof.

16. INTEGRITY

16.1 Both Parties will comply with all Applicable Integrity Laws in connection with the Agreement. Both Parties shall ensure that their respective employees, officers, directors, any affiliated companies, or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Article 16. The Parties (including their respective employees, officers, directors, any affiliated companies, or agents) confirm that they have not violated, will not violate, and will not cause the other Party to violate any Applicable Integrity Laws in connection with this Agreement.

16.2 "Applicable Integrity Laws" mean (i) anti-bribery and anti-corruption laws: including, but not limited to, the US Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Public Officials and any other applicable laws, rules, regulations, decrees, and/or official government orders relating to anti-corruption, anti-money laundering practices and anti-tax evasion in relevant jurisdictions; (ii) Trade Control Laws (as defined in Article 18.1); and (iii) human rights and anti-modern slavery laws: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations.

16.3 The Client acknowledges and confirms by entering into the Agreement that they have reviewed ABB's Code of Conduct, which can be accessed at <https://global.abb/group/en/about/integrity/standards/abb-code-of-conduct>. The Client warrants that it will comply with the rules of ABB's Code of Conduct or similar, but not less stringent ethical behaviour standards, at all times.

16.4 The Client shall immediately notify ABB in writing of any potential or actual violation of any of the obligations contained in this Article 16 by either the Client, its affiliated companies or any third parties engaged in relation to the Agreement. In the event of such notification or if ABB otherwise has reasonable reason to believe that a potential or actual breach has occurred, the Client agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB, acting reasonably, may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to the Client for any claim, losses or damages whatsoever related to its decision to suspend performance of its obligations under this provision.

16.5 The Client's imminent or actual violation of any of the obligations contained in this Article 16 shall be deemed by ABB as a material breach of the Agreement and shall entitle ABB to terminate the Agreement by operation of law with immediate effect and without any compensation (for damages) or reimbursement for the Client, without prejudice to further rights or remedies of ABB under the Agreement or applicable law. The Client shall indemnify ABB for all liability, damages, costs, or expenses resulting from such breach of the above obligations and termination of the Agreement.

16.6 ABB has established the following reporting channels where the Client and its employees can report suspected violations of applicable laws, policies, and/or behavioural standards: Web Portal: <http://new.abb.com/about/integrity>.

17. PRIVACY

17.1 If ABB personal data are provided to the Client, the latter shall comply with all applicable laws and regulations regarding the protection of personal data.

17.2 The Client shall take adequate physical, technical, and organisational measures to ensure the level of security of personal data appropriate to the respective risk as well as the ongoing confidentiality, integrity, availability, and resilience of processing systems and services.

17.3 The Client confirms that it will not withhold or delay its consent to changes to Article 17 if, in the reasonable judgment of ABB or its affiliates, it is necessary to comply with applicable laws and regulations concerning the protection of personal data and/or with guidelines and advice from any competent supervisory authority, and agrees to implement such changes at no additional cost to ABB.

17.4 The Client acknowledges that processing personal data in accordance with the Agreement requires the conclusion of additional data processing or data protection agreements with ABB or its affiliates. To the extent that such additional agreements were not initially concluded as part of the Agreement, the Client, its relevant affiliates or subcontractors shall, at the request of ABB, promptly enter into one or more such agreements with ABB as proposed by the latter and as required by legislation or by a competent data protection or other authority.

18. TRADE COMPLIANCE

18.1 The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or transshipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or

guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the order (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

18.2 The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the order neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

18.3 If, as a result of Trade Control Laws issued or amended after the date of the order, (i) the Client or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the order until such time as ABB may lawfully discharge such obligation or unilaterally terminate the order in whole or in part. ABB will not be liable to the Client for any costs, expenses or damages associated with such suspension or termination of the order.

18.4 The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of the Goods and Services. The Goods and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Client shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

18.5 The Client represents and warrants that the Goods and Services are for civil use only. The Client further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including 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).

18.6 If the Client infringes any obligations in this Clause 18 in connection with the order, the Client must immediately notify ABB. Failure to comply with these obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Client for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Client shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

18.7 For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

19. CONFIDENTIALITY

19.1 The parties are required to maintain confidentiality as to the existence and the contents of the Agreement as well as all know-how, data, and other information (hereinafter referred to as "Information") of which they become cognisant orally, in writing, and/or in any other way in connection with the conclusion, performance, and termination of the Agreement, and shall use this Information only in connection therewith.

19.2 Both parties shall treat the Information of the other party with the same care with which they treat their own confidential information and shall limit disclosure of the Information to employees and, if agreed upon in writing, assistants or third parties who need to be aware thereof.

19.3 The parties shall not disclose this Information to others and/or in any other way without the prior written consent from the other party. This requirement for consent shall not apply to transmission to group companies, to the extent legally permitted (especially in light of competition law). The parties shall ensure that employees and third parties (if allowed), including group companies, are subject to and comply with similar confidentiality obligations that are no less stringent than the obligations applicable to the parties under this Agreement.

19.4 This confidentiality obligation shall survive the termination of the Agreement for a period of 5 (five) years. Information that is or becomes publicly accessible or without the disclosure being attributable to the receiving party shall not be considered confidential information. The parties will label Information as confidential to the extent possible.

20. SAFETY

20.1 The Client, its employees, and/or its agents shall comply with the applicable safety and environmental regulations. They shall also adhere to the applicable rules, instructions, and directives regarding order, safety, the environment, and control applicable at the location where the Services are provided.

20.2 ABB enters into the Agreement under the essential condition that the Client demonstrates that a recent inventory and evaluation of the safety risks have been carried out with regard to the equipment and/or installations covered by the Services and the spaces in which this equipment is located, and that concrete and effective safety measures have been taken based on the results thereof. If it is determined that the measures taken are inadequate, the provision of Services or delivery of Goods shall be postponed until the situation is completely safe.

20.3 The Client shall comply with ABB's HSE standards. If the Client's standards or local regulations are higher, the highest standards shall be adhered to.

20.4 The Client shall provide a copy of its rules of procedure after the Agreement is concluded but no later than 5 (five) business days prior to a first visit. These rules of procedure shall not restrict the Agreement and in particular these general terms and conditions.

20.5 If there are specific site risks to which ABB employees or contractors may be exposed during the provision of Services or delivery of Goods at the site, the Client shall promptly inform ABB.

20.6 In providing Services on the site, ABB reserves the right to demarcate physically a work zone within which ABB can exercise control if necessary for health and safety reasons. Moreover, ABB may deny unauthorised persons, including the Client's employees, access to such zones, especially during activities with a high-risk factor such as the erection of steel structures, as well as the testing and commissioning of electrical installations.

20.7 The representative/site manager of ABB is authorised to interrupt the Services at the site at any time if he believes there is an unsafe work situation that poses a significant risk to people involved in the work or to the environment. In such circumstances, ABB shall not bear any costs associated with the interruption.

21. TERMINATION

21.1 If the Client fails to fulfil one or more of its obligations or to do so in a timely or proper manner, is declared bankrupt, applies for (provisional) suspension of payments, or liquidates its business, if a substantial part of its assets is taken over by a third party, if there is a change in control of the Client, or if its assets are seized in whole or in part, ABB shall have the right to suspend the performance of the Agreement or to terminate it in whole or in part. The foregoing shall be done at the sole discretion of ABB, while retaining any right to compensation for costs, damages. Amounts due to ABB shall be due immediately and shall be paid without delay.

21.2 The Client may only dissolve or terminate the Agreement in such cases and under such conditions as stipulated in Articles 7.4 and 7.5 (Delivery Time/Delivery) of these terms and conditions. The foregoing shall not affect the obligation to pay ABB for the delivered Goods.

21.3 If the Agreement is terminated pursuant to Article 22.3 (Force Majeure), ABB shall be entitled to a part of the agreed price for the full delivery of Goods and/or provision of Services. This part shall be commensurate and proportional to the volume of the Goods and/or Services that have already been delivered and/or completed at the time the Agreement is terminated. The amount shall be reduced by the savings directly resulting from the termination. Costs and/or investments already incurred or made at the time the Agreement is terminated shall be reimbursed by the Client in full.

22. FORCE MAJEURE

22.1 Without prejudice to Article 21.3 (Termination), neither party shall be liable or owe compensation for damage resulting from a cause that cannot be attributed to one or both parties because of force majeure. Penalties for delay shall not apply if the delay is wholly or partially caused by force majeure. The parties expressly consider the following situations as force majeure whether they affect themselves, their affiliated companies, or subcontractors: actions or omissions by governmental authorities, nationwide, regional, or other general strikes not limited to the personnel of one of the parties, whether announced or not, sanctions, blockades, import or export restrictions as well as blockades of premises and buildings, trade embargoes, disasters, extreme weather conditions (such as severe storms and/or floods), fire, terrorist actions, delays in the delivery of parts, goods, or services ordered from a third party by ABB to the extent not attributable to ABB, accidents and unforeseen interruptions in business activities, armed conflicts, wars, riots, epidemics, and/or pandemics.

22.2 The parties agree that ABB shall be entitled to an extension of time and other reasonably required adjustments to the Agreement if it can be demonstrated that delays and adjustments arise out of the consequences of (the measures against) the force majeure situation as described in Article 22.1 (Force Majeure).

22.3 If a force majeure situation lasts longer than 3 (three) months, either party may terminate and/or dissolve the Agreement in writing for the unenforceable parts thereof without any liability or compensation for damages, and without prejudice to Article 21.3 (Termination). Amounts due to ABB shall be due immediately and shall be paid without delay. Costs already paid or works carried out at the time of termination of the Agreement by ABB shall be reimbursed by the Client.

22.4 The party wishing to invoke force majeure shall notify the other party promptly in writing (including by email) when a delay becomes likely or unavoidable.

23. UNFORESEEN CIRCUMSTANCES

23.1 The Client is aware of the challenges associated with outbreaks, epidemics, war (official or unofficial), government regulations and actions (including sanctions), civil unrest, general shortages of components and elements, market volatility, availability and costs of raw materials, as well as the shortage and market fluctuations in the availability, costs, and capacities of logistics/transport that may affect normal business activities and the costs of execution, delivery, and/or performance of the scope or execution of the work, the consequences of which were unknown at the time the Agreement was concluded.

23.2 Any conflicting provisions in the Agreement notwithstanding, the parties agree that if ABB proves that, on account of the foregoing or other suchlike circumstances after the Agreement was concluded (i) the continued performance of the contractual obligations has become unreasonably burdensome due to an event beyond ABB's reasonable control, which ABB could reasonably have been expected to take into account when the Agreement was concluded if it had been aware of it; and (ii) that ABB could not reasonably have prevented or sufficiently mitigated the event and/or its consequences, the parties shall be required to negotiate alternative contract terms that reasonably take into account the consequences of the event within a reasonable time after invoking this Article 23.

23.3 If the parties do not agree on alternative contractual terms and conditions within a reasonable time after invoking this Article 23 by ABB, the latter shall be entitled to terminate the Agreement.

24. TREATMENT OF WASTE FROM ELECTRICAL AND ELECTRONIC EQUIPMENT

ABB and the Client agree that the Client shall be responsible for the collection, treatment, and/or environmentally friendly disposal (collectively referred to as "Treatment") of waste electrical and electronic equipment from users other than private households ("B2B-WEEE") and for any obligations or costs related thereto. ABB shall not be required to establish facilities for the return of B2B-WEEE. The Client shall impose (i) corresponding obligations and restrictions on its customers and (ii) shall require them to impose such obligations and restrictions in turn on their customers in the supply chain of such products. The Client shall indemnify ABB against such obligations and/or costs.

25. SEVERABILITY

25.1 If one or more provision of these terms and conditions or of the Agreement is/are declared to be partially or fully invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected in any way.

25.2 If any such invalid, illegal, or unenforceable provision materially affects the Agreement, the parties shall negotiate immediately in good faith to find a legally valid, replacement provision.

26. DISPUTES/APPLICABLE LAW

26.1 The law of the place of business of ABB shall apply to the Agreement, to the exclusion of the rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) (the Vienna Sales Convention).

26.2 The parties agree to make demonstrable efforts (possibly through mediation) to resolve all disputes arising out of or in connection with this Agreement amicably and in good faith within 30 calendar days.

26.3 If the dispute is not finally resolved pursuant to Article 26.2 (Disputes/Applicable Law), the parties shall refer the dispute for definitive settlement by the competent court of the place of business of ABB.

26.4 These general terms and conditions are drafted in Dutch, English, and French. If there is a conflict as to the contents of these different versions, the Dutch text shall take precedence.