



GENERAL CONDITIONS OF CONTRACT
September 2024 Edition

Foreword

These general conditions of contract apply to the contractual relations between ABB and its Customers regarding Products, Systems or Services. The Conditions, together with the Order and the Order Confirmation, constitute the entire agreement between the Parties and supersedes any prior oral or written understandings or representations between ABB and the Customer relating to the Supply.

ABB has filed the original of this document with Mr. Alfonso Colombo, Notary Public in Milan.

ABB has made these conditions knowable also by:

1. making them available at each ABB office and at all authorised representatives; and/or 2. publishing them on the Internet at the ABB website <http://www.abb.it> (in the section “*Informazioni Utili*” “*Area Clienti e Fornitori*”, and or any other headings). Capitalised terms of these Conditions shall have the meaning attributed thereto in Article 1 “Definitions”.

1. DEFINITIONS

ABB: ABB S.p.A. and its eventual successors.

Applicable Integrity Laws:

- (i) *Anti-bribery and anti-corruption laws:* including U.S. 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 Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively “**Anti-Bribery & Corruption Laws**”);
- (ii) *Sanctions and trade control laws and regulations:* 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 trans-shipment 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 this Agreement (collectively, “**Trade Control Laws**”); and
- (iii) *Human rights and anti-modern slavery laws and international frameworks:* 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, including but not limited to anti-human trafficking, anti-modern slavery, anti-forced labor, and anti-child labor laws and regulations (collectively, “**Human Rights Laws**”).

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

Conditions: these General Conditions of Contract.

Contract: the provisions of the Conditions, of the Order and of the Order Confirmation **Supply:** the overall scope of the Order Confirmation.

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

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

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

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

Party: the Customer and/or ABB.

Parties: the Customer and ABB.

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

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

Restricted Person: 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).

Sanctions Agency: any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws and has jurisdiction over the Contract 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.

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

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

2. STRUCTURE OF CONTRACT

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

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

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

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

3. GENERAL TERMS

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

3.2. The Parties may communicate by electronic means and these communications shall be considered equivalent to a written document, having full contractual validity between the Parties, except as provided under mandatory provisions of applicable law. The identification code contained in an electronic document, albeit differing from a digital signature, shall be sufficient for the identification of the sender and the authenticity of the document.

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

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

3.4. The transfer of the Contract within the ABB Company Group shall not require the Customer's consent.

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

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

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



4. PRICES

Except as otherwise agreed in writing, the Price refers to a Supply delivered ex factory and excluding packaging, VAT, customs duties and, in general tax or financial charges connected with sale and export.

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

5. PAYMENT & INVOICING

The Price shall always be paid via bank credit transfer to the account designated by ABB within the contractually established dates or, unless otherwise agreed, within 30 (thirty) days from the date the invoice is issued. The transfer of sums to ABB is always at the risk of the Customer, whatever means of payment is chosen. Any agreement on or the receipt by ABB of notes or documents of credit are understood as mere facilitation for the transaction, and grants ABB the right to reimbursement of the applicable interest, costs and commissions, is subject to clearance thereof, and does not change the place of payment, which remains as indicated above. In the case of late payment, the Customer shall pay ABB interest for late payment at the rate determined on the basis of Article 5 of Legislative Decree No. 231/2002, without prejudice to any further damages. When possible according to the Supply, ABB may split the invoicing of deliveries. In this case, each delivery will be billed separately, as per the contractually established payment terms. Any complaint by the Customer, including for delayed deliveries or incomplete Supply of non-essential parts, does not give the Customer the right to suspend or delay payment.

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

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

6. SUSPENSION OF DELIVERIES

If the Customer fails to make one or more payment at the due date, or if it fails to fulfil any of its contractual obligations, then ABB has the right to suspend Supply. After the completion of the Contract ABB may also suspend deliveries in the case where the Customer's economic conditions change substantially, as in the case of one or more protests of bills, enforcement proceedings, establishment of pledges and/or mortgages, applications for temporary receiverships, composition with creditors, or termination of business.

In case such suspension lasts for more than 30 days, ABB shall be entitled to terminate the relevant Contract, without prejudice to its right to claim further damages.

7. LIMITATION OF LIABILITY

Without prejudice to the mandatory provisions of law, the liability of ABB towards the Customer for direct damage under the Contract, any other kind of damage, and for any other existing form of damages and/or compensation envisaged by law and/or these Conditions and/or the Contract cannot in aggregate exceed 100% of the Price.

Without prejudice to the mandatory provisions of law, ABB shall not be required to compensate the Customer for loss of profits and/or any indirect and/or intermediate damage. For example, but not limited to the following, ABB shall not be required to pay damages for loss of sales, loss of profit, loss of contract, and failure of the realized work to perform.

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

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

8. DELIVERY SCHEDULE

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

- from the date of the agreement between the Parties on all the delivery conditions;
- from the receipt by ABB of the advance payment for the Order, where foreseen;
- from the receipt by ABB of the technical data from the Customer or third parties designated thereby or from the approval of the ABB's executive drawings and plans by the Customer, where foreseen;

- from the receipt by ABB of the materials which must eventually be provided by the Customer or by a third party designated thereby;
- when the Customer receives authorisation to import the material(s) or to make the payments, where applicable.

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

- if payments are not effected timely;
- if the Customer does not provide the data necessary at the schedule time before or during processing;
- if the Customer requests changes during the processing of the Order;
- if the Customer delays delivery of material before or during the processing of the Order. If delivery is not made for any reason due to events independent from ABB, the delivery is considered as made to all effects upon simple notice of completion of Supply.

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

9. DELIVERY – PACKAGING – SHIPMENT AND TRANSPORT

Except as otherwise agreed in writing, ABB delivers its Products and/or Systems ex factory, by delivery of the same to the Customer or to a third party engaged thereby in time. Otherwise, the Customer authorises ABB to select and appoint, on behalf of the Customer, a carrier or shipper, holding ABB harmless from any liability for the selection. The Products and/or Systems are always transported at the expense of the Customer and are not insured against risks deriving from transport, unless upon written request from the Customer contained in the Order with which the Customer undertakes to pay the relative costs. If the Customer fails to pick up the Products and/or Systems, ABB has the right to charge 1% (one percent) per month of the invoice value for storage costs (further to what is stated for late payment). Storage is provided at the Customer's risk. The Customer is obliged to check the Products and/or Systems and report any eventual shortages/deficits before accepting delivery by the carrier and, thus, before signing the transport document for receipt. Any eventual latent defects must be notified to the carrier by registered letter, copied to ABB, within eight days of receipt of the Products and/or Systems. Otherwise, the Customer loses its associated rights. The return of Products/Systems or packaging is not accepted without the prior written consent of ABB. In this case too, the Products/Systems are transported at the Customer's own risk and expense.

The exclusion of packaging, in the case of goods for which it is normally used, or the use of special packaging, must be expressly requested by the Customer when placing the Order. ABB uses standard packaging materials and procedures, remaining explicitly discharged of any and all liability related to eventual faults and/or damages deriving from the packaging which, due to force majeure, the materials may suffer or cause during transport. The material is always transported on behalf of the Customer and at the risk and liability thereof, also in the case of returns. The Customer must notify ABB of the necessary instructions for shipment and any other related measures, where ABB by contract is charged of this obligation; otherwise, ABB will handle the shipment at the Customer's expense, without taking any liability.

10. LIQUIDATED DAMAGES/DELAYS IN DELIVERY

Liquidated damages for delay are applicable only if expressly indicated in the Order Confirmation. Where ABB, in the case of delay, is required to pay liquidated damages in accordance to Article 1382 of the Italian Civil Code, the same shall be the sole remedy available for the Customer, thus expressly excluding reimbursement of any further damages. Liquidated damages are not due when the delay in the performance is attributable to an unforeseen circumstance or to an event not related with the direct responsibility of ABB.

Liquidated damages shall be due only when the Customer has notified ABB by registered letter about its intention to apply the same and shall be due and applicable only from the date of receipt by ABB of such notification. In any case liquidated damages are not applicable where not demanded within 10 (ten) days from the delivery of the delayed Supply.



The Customer expressly renounces to set off the amounts due as liquidated damages with other sums due to ABB.

11. TRANSFER OF RISKS

The title of the Supply, and the related risks, shall pass to Customer from the day of delivery of Supply to the Customer directly or to the carrier, also where delivery is free of carriage or if assembly is included, or where transport is charged by ABB. If shipment is delayed or becomes impossible due to reasons not attributable to ABB, the Supply remains in storage at the expense, risk and liability of the Customer.

12. FORCE MAJEURE

Force Majeure" shall mean any event beyond the reasonable control of the Parties, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations whether declared or not, munitions of war,
- (b) rebellion, revolution, insurrection, riot, civil war, civil commotion and terrorist acts,
- (c) confiscation, nationalization, mobilization, commandeering, sanctions, blockade, requisition or any other act or failure to act of any local state or national government authority,
- (d) strike, sabotage, lockout, embargo, blockade, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague,
- (e) natural catastrophes such as earthquake, storm, fire, flood or inundation, tidal wave,
- (f) munitions of war, explosive materials, ionising radiation or contamination, nuclear and pressure waves, except as may be attributable to the Party's use of it
- (g) actions or omissions by any state authorities, prohibition on exportation or importation of material or equipment or services.

If a Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party and shall be excused performance of such obligations for so long as such Force Majeure prevents it from performing them. Force Majeure shall however not apply to any obligation of the Customer to make payments to the Contractor herein.

If the Contractor suffers delay and/or incurs cost by reason of such Force Majeure, the Contractor shall be entitled to an extension of time under the Contract including time required for demobilization/remobilization and if the event of Force Majeure occurs in the country where the Site is located, payment of any such cost.

If the performance of the Contract prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than ninety (90) days on account of Force Majeure either Party may terminate the Contract as provided.

13. TECHNICAL DOCUMENTATION

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

Except for particular different instructions to be agreed in writing, the machines, devices and materials are compliant with the CEI (Italian Electro-technical Committee) rules, with IEC and/or with the specific sector technical rules and/or current EU Directives. The weights, dimensions and illustrations of the Products, which are provided only for information, correspond essentially to the technical characteristics indicated in the ABB documentation; in the case of a Supply whose Price is agreed with specific reference to the weight, usage tolerances apply. ABB reserves the right to apply, at any time, such non-substantial modification to its Products or Systems as it shall consider appropriate, informing the Customer however if these can have an impact on the installation of the same. If the Customer proposes technical modifications to the ABB scope of supply, as indicated in its Offer or in the designs submitted, in such that a way that the same have mandatory application, there must be full written agreement between the Parties both on the variations or modification that may cause in the Prices, and on the delivery date established previously. The presentation of proposed modifications does not suspend the validity of the Contract.

14. TESTS

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

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

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

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

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

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

15. ASSEMBLY

Except as otherwise agreed, the installation of devices and assembly of components and, more in general, of the Supply are executed at the care and expense of the Customer. Upon request of the Customer, the installation may be ordered from ABB at the Prices indicated at the date of request. The Customer must prepare the necessary works and connections in good time and provide all the hook-ups and preparation as necessary, including the safety of the premises where the installation is to be executed.

16. WARRANTY – CLAIMS

ABB guarantees the Supply according to the applicable law. Upon expiration, the warranty expires even if the devices have not been operated for any reason. In the case of faults, as long as this does not depend on assembly errors by the Customer or third parties, on incorrect use of the materials, lack of or incorrect maintenance, normal wear and tear, faults caused by inexperience or negligence by the purchaser or by transport, by the improper storage of the materials, or failure by the Customer to adopt measures to reduce eventual dysfunction, overload with respect to the contractual limits, by unauthorized intervention, by tampering or action effected by the Customer, to force majeure, ABB will, throughout the warranty period, repair or replace any defective part of Supply free of charge at its premises. No activity whatsoever (including repair or replacement) will be carried out by ABB outside its premises. Repair or replacement will be executed only if the Customer has performed all its obligations to that date. The Customer may not suspend performance of the obligations in any case in which this warranty is invoked. The term for the repair or replacement of the faulty Supply will be agreed by ABB and the Customer. The shipment of any Supply claimed to be faulty by the Customer to ABB's premises and subsequently by ABB to the Customer, shall be at the risk and under the responsibility of the Customer, who shall arrange adequate insurance coverage. The Supply repaired or replaced is shipped at the expense and risk of the Customer. Any dispute about a shipment has no effect on the remainder of the Supply. The Products replaced by ABB become the property of ABB.

The warranty period is 12 months from delivery of the Supply, even when the Supply has not been placed in service. Any claim regarding the Supply, machinery, plant or components not compliant with the specifications or the contractual documentation must be raised in writing, within a maximum term of 8 days from delivery, when the time limit for action expires. In the case of Systems, this term is 60 days from execution of the disputed service when the time limit for action expires.

In the case of latent defects, the terms indicated above run from the date of discovery.

Unless otherwise agreed in writing between the Parties, the warranty period shall never be considered as renewed in case of repair or replacement. Indeed, the original warranty period will apply to the repaired or replaced Supply under warranty on a residual basis.

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

17. EXPRESS CANCELLATION CLAUSE

In accordance with Article 1456 of the Italian Civil Code, ABB may terminate the Contract upon the occurrence of any of the following events:



- non-payment by the Customer by the terms agreed in the Price and/or the relative variations of the same foreseen at Article 4 of these Conditions;
- non-compliance with Article 24 entitled "Business Ethics";
- non-compliance with Article 26 entitled "Activities at the Customer's premises - safety at work" and the provisions in matters of occupational health, safety and hygiene, and environmental protection, with specific but not limited reference to Legislative Decree no. 81/2008, as amended;
- failure to respect the limitations and obligations envisaged at Article 20 entitled "Export Control";
- non-compliance with the provisions of Article 19 "Intellectual Property Rights".

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

18. TERMINATION

Each Party, before the termination of the Contract, shall give a formal notification to the other Party to remedy the non-performance within a minimum period of 30 days, pursuant to Article 1454 of the Italian Civil Code. In any case, the Customer may not terminate the Contract if ABB has started to remedy before the expiry of the term indicated above and, thus continued in good faith to execute the Contract with due diligence.

19. INTELLECTUAL PROPERTY RIGHTS

The Parties do not grant each other the right to exploit their brands, commercial names or other denominations (or those of their respective Company Groups) in any type of publication, including advertising, without the prior written consent of the other proprietor Party.

Each Party grants the other only the licenses and rights expressly specified in the Order Confirmation.

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

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

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

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

20. EXPORT CONTROL

The Customer agrees not to disclose, use, export, or re-export, directly or indirectly, the Supply except in compliance with all applicable export control regulations. The Customer also represents and warrants that the Supply will not be used, directly or indirectly, for military or nuclear applications, for the design or production of chemical or biological weapons or precursor chemicals for such weapons; for the design or production of nuclear weapons; or for the design or production of missile delivery systems without ABB prior written consent.

If required for delivery to the Customer, ABB shall apply for an export license from the appropriate national export control authorities, but only after the Customer has provided any documentation required from it for the license application. The Customer shall furnish such documentation within a reasonable time. Any delay in obtaining such license shall suspend performance of the Contract by ABB. If an export license is not granted or, once granted, is thereafter revoked or modified by government authorities, the Contract may be canceled by ABB without liability for damages of any kind that result from such cancellation. The Customer shall provide ABB

an export control letter of assurance or end-user statement in a form satisfactory to ABB.

During the life of the Contract, the Customer also agrees not to export, re-export, or otherwise supply the Supply, directly or indirectly, to any of the countries, entity, or individual that is subject to restrictions under applicable national or multilateral sanctions programs.

The supply of imported goods and/or goods for export, in case of non-Italian customer, is possible only after obtaining the necessary authorization from the competent government authorities.

ABB shall be entitled to reject the pick-up of the ABB goods by a freight forwarder not approved by ABB.

21. GOVERNING LAW AND JURISDICTION

The Contract is governed by Italian law. Any dispute regarding the validity, interpretation, execution and/or termination of the Contract, the Conditions, the Order and/or the Order Confirmation shall be referred to the exclusive jurisdiction of the Court of Milan, Italy. In any case, the Vienna Convention on Contracts for the International Sale of Goods of 1980 shall not apply to the Contract.

22. WITHDRAWAL

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

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

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

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

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

23. DATA PRIVACY

ABB acknowledges that, in accordance to the Regulation EU n. 2016/679 (hereinafter GDPR) the personal data provided by Customer will be exclusively used for the purpose of implementing the contract and related mandatory obligations by law, including tax and accounting rules. The information shall be treated either digitally or manually and, in any case, stored safely. Data and information may be disclosed to third parties, including third parties abroad, solely for the above referred purposes.

Except for the above, Data and information shall not be disclosed.

In compliance to the GDPR, ABB acknowledge and confirms that the rights under art. 13 of the GDPR may be exercised by Customer via e-mail to the Data Protection Officer of ABB at the following address privacy@abb.com or filling a request available at www.abb.com/privacy.

Kindly acknowledge the policy at <https://new.abb.com/privacy>.

24. BUSINESS ETHICS

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

The Customer hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract shall render ABB liable to reimburse the Customer for any such consideration given or promised.

The Customer's material violation of any of the obligations contained in this Article may be considered by ABB to be a material breach of this Agreement and shall entitle ABB to terminate this Agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB under this Agreement or applicable law. The Customer shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this Agreement. The Customer herewith acknowledges and confirms that he has received a copy of ABB's Code of Conduct or has been provided information on how to access the Code of Conducts online. The Customer agrees to perform its contractual obligations under this Agreement with substantially similar standards of ethical behavior. ABB



has established the following reporting channels where the Customer and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Tel.: 800715064 (Freephone Number)

Web portal: <https://global.abb/group/en/about/integrity/reporting-channels/how-do-i-report>

Address:

ABB Ltd

Legal & Integrity

Affolternstrasse 44

8050 Zürich

Switzerland

Customer will comply with all Applicable Integrity Laws in connection with the Contract. Customer shall also ensure that its respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Contract shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with the Contract. Customer confirms that it has not violated, shall not violate, and shall not cause ABB to violate, any Applicable Integrity Laws in connection with the Contract.

Customer represents and warrants that, to the best of its knowledge, at the date of this Conditions neither it, nor any of their respective directors or officers are a Restricted Party. Customer agrees that it shall promptly notify the other Party if it becomes a Restricted Party.

If, as a result of Trade Control Laws issued or amended after the date of this Agreement, (i) the Customer becomes a Restricted Party, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Contract becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Contract until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Contract in whole or in part. ABB will not be liable to the Customer for any costs, expenses or damages associated with such suspension or termination of the Contract.

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 Product and Services. Equipment and System (including 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, Purchaser shall provide to ABB a letter of assurance and end-user statement in a form reasonably satisfactory to ABB.

Customer represents and warrants that the Products and Services are for civil use only. Customer 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).

The Customer further represents and warrants that the Supply provided under this Contract shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

If the Customer infringes any relevant obligation relating to Trade Control Laws and/or to ABB Code of Conduct in connection with the Contract, the Customer must immediately notify ABB. Failure to comply with these business ethics compliance 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 Customer for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Customer 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.

For the avoidance of doubt, no provision in this Contract 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.

25. EXECUTION OF ORDINARY AND SPECIAL MAINTENANCE

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

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

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

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

The Customer shall also give ABB prior notice of all the risks present in the work area and implement and guarantee all related and necessary prevention and protection measures and the emergency plans, so that ABB personnel is not exposed to the said risks and dangers and so that health and safety at work is adequately safeguarded. The Customer shall notify ABB in writing, in the name of its Safety Manager responsible for the activities to be undertaken and responsible to meet the ABB personnel before the beginning of the operations.

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

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

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

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

27. ITALIAN LAW 136/2010

Before the signature of the Contract, the Customer shall inform ABB if the Contract itself is subject to the provisions of the Italian Law 136/2010 and subsequent amendments and integrations.

In this case, before the signature of the Contract the Customer shall notify to ABB the so called *Codice Identificativo di gara* (GIC) and, if required, the so called *Codice unico di progetto* (CUP).

Furthermore in this case, whatsoever financial transfers relevant to the Contract performance shall:

i) be done exclusively through bank or postal transfer or through Ri.Ba. (electronic bank receipt)

ii) be identified by the GIC code and, if required, by the CUP code CUP.

The Customer is hereby acquainted that, in the absence of the above information within the abovementioned deadline, ABB shall be unable to fulfil the obligations provided for by Italian Law 136/2010 in respect both of the Customer and of the subcontractors eventually utilized by ABB to perform the Contract with the Customer.

The Customer shall be the sole responsible for any consequences deriving from the absence of the above information within the abovementioned deadline and shall indemnify and keep ABB harmless from any damages or consequences.



The Customer

[date, seal, and signature]

Pursuant to Article 1341 of the Italian Civil Code, the following clauses are specifically accepted and approved:

- 2. Structure of Contract
- 3. General Terms
- 6. Suspension of Deliveries
- 7. Limitation of Liability
- 8. Delivery Schedule
- 9. Delivery – Packaging – Shipment and Transport
- 10. Liquidated Damages/Delay in Delivery
- 14. Tests
- 16. Warranty – Claims
- 19. Intellectual Property Rights
- 20. Export Control
- 21. Government Law and Jurisdiction
- 22. Withdrawal
- 26. Activities at Customer's premises- safety at work

The Customer

[date, seal, and signature]