



GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS

PREAMBLE

1. These General Conditions (hereinafter referred to as “VDP_KZ”) regulate the relations in delivering Products between the company ABB, s.r.o., with registered office at Tuhovská 29, Bratislava 831 06, identification No.: 31389325, incorporated in the Commercial Register run with the County Court in Bratislava I, insert no. 8428/B (hereinafter referred to as “Supplier”) and the Purchaser. Any and all deviations from VDP_KZ must be agreed upon in writing in the respective Contract. Provisions of the Contract shall have priority over the VDP_KZ. Rights and obligations of the contracting parties not regulated in the Contract or VDP_KS shall be governed by the Act No. 513/1991 Col., Commercial Code.

DEFINITIONS

2. In these VDP_KZ, the mentioned terms shall have the following meaning:
 - “Contract” means a written purchase agreement concluded between the parties or Purchaser’s written purchase order, under the conditions and in the scope as confirmed by the Supplier in writing, including all its written annexes and amendments.
 - “Products” means the movable things specified individually or in kind and quantity according to the specification mentioned in the Contract.
 - “Data subject” has the meaning stated in Art. 29.
 - “Unplanned deficiencies” has the meaning stated in Art. 26.
 - “Pandemic” has the meaning stated in Art. 26.

PRODUCTS INFORMATION

3. All the data concerning the weight, dimensions, power output parameters, prices and other information mentioned in catalogue and price lists shall be binding only to the extent that they are by reference expressly mentioned in the Contract.

DRAWINGS AND TECHNICAL DESCRIPTIONS

4. All drawings and technical documents relating to the Products submitted by one party to the other, prior or subsequent to the formation of the Contract shall remain exclusive property of the submitting party and can only be used for the purpose for which they were provided.
5. The receiving party is not allowed to use such documents otherwise as stated in Art. 4, to procure copies thereof, to reproduce and to disclose them to a third party without consent of the submitting party. The end user of the Products shall not be deemed as a third party, if he is not identical to the Purchaser.

TESTS BEFORE SHIPMENT

6. Performance of the tests before shipment has to be explicitly agreed upon in the Contract. Tests are being carried out at the place of the manufacture. Unless otherwise agreed in the Contract, the tests at the place of the manufacture shall be carried out during the normal working hours and in accordance with the regulations applicable in the country of manufacture.
7. The Supplier shall notify the Purchaser of the date these tests are to be carried out, at least 5 business days in advance, to enable the Purchaser or his representatives to be represented at the tests. If the Purchaser is not represented, the test report handed over to the Purchaser shall be deemed as accurate.

8. The Supplier shall bear all costs for the tests before shipment carried out at the place of the manufacture, except for the travelling, accommodation and other expenses of the Purchaser’s representatives, which shall bear the Purchaser.

PASSING OF RISK

9. The risk of damage to the Products shall pass to the Purchaser in accordance with the agreed delivery terms according to INCOTERMS in force at the formation of the Contract. If not agreed otherwise, the Incoterms delivery term “Ex works” (EXW) shall apply.

If, in the case of delivery Ex works, the Supplier, at the Purchaser’s request, undertakes to send the Products to the place determined by the Purchaser, the risks of loss of or damage to the Products shall pass to the Purchaser no later than when the Products are handed over to the first carrier.

If not agreed otherwise, partial shipments of the Products shall be permitted.

DELIVERY OF PRODUCTS AND SUPPLIER’S DELAY

10. If the time of delivery of the Products is not determined as a particular date, but is determined as a term in weeks, months or years, then such term shall start to run when the last of the following conditions is met:
 - a) Formation of the Contract.
 - b) Issue of all the licences for delivery or import of the Products that shall be obtained by the Purchaser.
 - c) Crediting the first advance payment to the Supplier’s account, if an advance payment is agreed in the Contract.
 - d) Granting all the guarantees and fulfilment of all the precedent conditions agreed in the Contract.
11. As due and timely delivery of the Products is also regarded delivery of the Products with minor deficiencies, which do not prevent the Products from being used for the determined purpose, or prevent safe operation of the Products.
12. The Supplier’s delay with delivery of the Products entitles the Purchaser to contractual penalties against the Supplier, from the agreed date of delivery of the Products.

The contractual penalty shall be payable at a rate of 0,05% of the total price of the Products excl. VAT for each day of delay. The aggregate amount of all contractual penalties is limited by the maximum amount of 5 % of the total price of the Products excl. VAT.

Should the Supplier be in a delay with a partial delivery of the Products, the contractual penalty is calculated from the price of the delayed partial delivery.

The contractual penalties are payable based on the penalty invoice issued by the Purchaser, but they do not become due before the delivery of the Products or the withdrawal from the Contract according to Art. 13.

13. Should the Purchaser be, as a result of the Supplier's delay, entitled to claim the maximum amount of the contractual penalties, the Purchaser may withdraw from the Contract.

PAYMENT CONDITIONS

14. The Purchaser's delay with payment of his monetary obligations entitles the Supplier to contractual penalty against the Purchaser amounting to 0,05 % of the outstanding amount for each day of delay.

The Purchaser's delay with payment of his monetary obligations resulting from the Contract or any other legal relationships between the Purchaser and the Supplier entitles the Supplier to suspend the delivery of the Products according to the Contract, until full payment. The time of delivery of the Products shall be extended at least by the time of the Purchaser's delay, unless objectively a longer period is needed for Supplier's demobilization and remobilization of production sources and inputs connected with suspension and restart of delivery.

Unless agreed otherwise in the Contract, the price of the Products is VAT exclusive. The payment conditions are determined in the Contract. The price of the Products does not include costs that may arise in connection with the special packaging of the Products and / or the specific conditions of transport or storage required by the Purchaser. Such costs will be charged to the Purchaser separately, unless the Supplier has expressly agreed with the Purchaser in the Contract that such costs are part of the price of the Products.

RETENTION OF TITLE

15. Ownership of the Products passes on the Purchaser when paid for in full.

The retention of title shall not affect the passing of risks under Art. 9.

WARRANTY AND LIABILITY FOR DEFECTS

16. The Supplier assumes the obligation to remedy for free the duly and timely notified defects of the Products by repair or replacement. The Purchaser shall not bear costs for providing working access to the Products, dismantling and re-installation necessary for repair/replacement. The warranty does not include an undertaking by the Supplier that during the whole warranty period the Products will be free of any defects. The foregoing is exclusive definition of warranty assumed by the Purchaser.

The warranty period is 12 months from passing of risks of damage to the Products to the Supplier.

17. For replaced or repaired parts of the Products, shall apply six-month warranty period and the warranty conditions as those applicable to the originally delivered Products. For the remaining parts of the Products, the warranty period shall be extended only by a period equal to the period during which the Products have been out of operation as result of the defect. The warranty period shall expire in each case at the latest 24 months from passing of risks of damage to the Products to the Purchaser.
18. The Purchaser shall notify the Supplier, in writing, of any defects of the Products. As for the defects of the Products that may cause damage, the Purchaser shall notify the Supplier immediately with subsequent written confirmation.

Notification of a defect of the Products shall contain description of the defect and, as the case may be, specification of how the defect is shown, and shall be made within the terms specified in this Article.

The Purchaser shall bear the risk of the damage arisen as a

result of breach of his obligations under this Article.

19. On receipt of the notice under Art. 19, the Supplier shall remedy the defects without undue delay and at his own costs. The defective parts of the Products that have been replaced shall remain in the Purchaser's property.
20. If the Purchaser has notified the Supplier in accordance with Art. 19 and no defects is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he has incurred as a result of the notice.

The warranty shall not cover the defects of the Products caused by encroachment by the Purchaser or a third party, and the defects of the Products where it is not possible to prove that they occurred due to defective material used, faulty construction or incomplete manufacture, especially the defects of the Products occurred due to normal wear and tear, faulty maintenance, non-compliance with operation manuals, excessive strain, use of inadequate operation media, chemical and electrolytic influences, construction and assembly works by other persons that the Supplier and any and all other reasons without the Supplier's default.

In connection with its liability for defects and warranty obligations, the Supplier shall not be obliged to remedy defects for free elsewhere than in its designated premises or at delivery place agreed in the Contract.

FORCE MAJEURE

22. Both parties are entitled to suspend performance of their obligations under the Contract for the time of duration of the circumstances excluding the liability (hereinafter referred to as "Force Majeure"). The Force Majeure is deemed to be the obstacle which arose independently of the liable party's will and that prevents this party from performing its obligation, provided that it cannot be reasonably expected that the liable party could avert or overcome such an obstacle or its consequences, and further that the occurrence of such an obstacle was unpredictable at the time of formation of the Contract. Examples of the Force Majeure include especially: strike, epidemic, fire, natural disaster, mobilisation, war, insurrection, seizure of goods, embargo, ban on foreign exchange transfer, electric power taking regulation that is not culpable, terrorist attack etc.

23. The Force Majeure makes it impossible to claim contractual penalties against the party affected by the Force Majeure.

24. The party claiming to be affected by the Force Majeure shall notify the other party of this event without delay in writing and to take all reasonable measures to reduce the consequences of non-performance of the contractual obligations.

25. Should the Force Majeure last for more than six months, both parties are entitled to withdraw from the Contract.

26. The Parties declare that they are aware of the circumstances of (i) the spread of coronavirus SARS-CoV-2, causing the disease COVID-19 including any mutations ("**Pandemic**"), and (ii) the global shortage of electronic components (including semiconductors), as well as instability markets in the availability and price of other raw materials, commodities, transport and other critical components and / or elements lasting an unforeseeable period of time ("**Unplanned Deficiencies**") that have or may have an impact on ordinary business and the performance of rights and obligations under the Contract. If there is any delay of the Supplier with delivery of the Products or other delay of the Supplier under the Contract due to the Pandemic and / or Unplanned Deficiencies or in connection with them, the Supplier is entitled to a reasonable price of the Products increase, extension of deadlines or other deadlines and delivery times specified in the Contract or other appropriate changes to the terms of the Contract.

COMPENSATION FOR DAMAGE

27. The total aggregate liability of the Supplier in respect of any and all damages including the contractual penalties and other claims of the Purchaser in connection with breach of one or more obligations of the Supplier under this Contract shall not exceed

the maximum amount 30% of the total price of the Products.

29. The above total limitation of the compensation for damage shall apply to the damage in respect of person injury or the damage caused by the Supplier intentionally.

PROTECTION OF PERSONAL DATA

28. The Supplier declares that personal data obtained in connection with the conclusion and performance of the Contract are processed in accordance with the legislation of the Slovak Republic and European Union legislation, in particular Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46 / EC and Law no. 18/2018 Z.z. on the protection of personal data and on the amendment of certain laws.
29. The Parties declare that, in connection with the conclusion and performance of the Contract, they will communicate to each other personal data concerning natural persons who are in an employment or other contractual relationship with the Parties, as well as natural persons who are representatives of the Parties ("**Data Subject**"). Each Party shall be deemed to be a controller of personal data in relation to the Data subject. In connection with the Contract, the Supplier processes the personal data of the Data Subject for the purpose of administration of the Contract, registration of documents related to the performance of the Contract, bookkeeping, registration of contact details of the business partner and enforcement of its claims.
30. The legal basis for the processing of personal data is the legitimate interest of Supplier and Purchaser in the performance of the Contract during its duration and the enforcement of claims under the Contract
31. In the absence of other legal periods for the retention of personal data, the Supplier shall retain the personal data of the Data Subjects for the duration of the Contract and five (5) years after its termination. After this period, the personal data of the Data Subjects will be deleted. Information on the processing of personal data by the Supplier is available on the website: <https://new.abb.com/privacy-policy/sk/>.
32. Each Party undertakes to comply with all applicable legislation regarding the protection of personal data and shall not refuse or postpone its consent to the amendment of those provisions of the Contract which will ensure compliance with the relevant legislation on personal data protection and / or any guidelines or by the regulations of any competent authorities.

33. The Parties note that the processing of personal data may require the conclusion of a specific agreement. At the request of a Party, the other Party shall promptly enter into any contract or agreement required under applicable law or decision of the competent authority.

EXPORT RESTRICTIONS

34. The Customer declares that he is aware that the Products may be subject to Slovak or foreign export control regulations, which may prohibit the sale, lease or other transfer or use of the Products without a permit for export or re-export. Such foreign regulations include, but are not limited to, U.S. regulations such as the Export Administration Regulations (EARs), International Traffic in Arms Regulations (ITARs), as well as regulations issued by U.S. agencies such as the Office of Foreign Assets Control (OFAC) and U.S. Pat. Department of Treasury. Purchaser undertakes to comply with these regulations. Purchaser further declares that he is aware that the above regulations may be changed and that they apply to the Contract between Supplier and Purchaser in the wording valid at a particular time.
35. Purchaser agrees not to export, re-export, sell or supply any Products, directly or indirectly, to any person listed on the List of Specially Designated Nationals and Blocked Persons (so-called SDN) without prior notice and the express written consent of Supplier.
36. Products may not be used directly or indirectly in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, or the development, manufacture, maintenance or storage of missile systems capable of carrying such weapons. Likewise, the Products may not be used directly or indirectly in connection with a nuclear installation, which means (i) any nuclear reactor, including reactors equipped with sea or air transport means, (ii) any nuclear fuel fabrication facility and any a nuclear material processing plant, including any plant for the reprocessing of irradiated nuclear fuel, and (iii) any facility in which nuclear fuel is stored, including storage associated with the transport of such material.
37. The Products may not be sold or resold to the following countries: North Korea, Somalia, Crimea, Iran, Syria.

THE GOVERNING LAW

38. The Contract shall be governed by the substantive law of the Supplier's country