



## GENERAL TERMS AND CONDITIONS OF SELLING PRODUCTS AND SERVICES

Applicable to transactions made after 1<sup>st</sup> January 2018

### **1.) General Terms and Conditions for Contracts:**

The present General Terms and Conditions for Contracts (hereinafter: GTC, path: [www.abb.hu](http://www.abb.hu)) is a document that regulates the essential terms and conditions of selling products and/or services (hereinafter: "Products/Services") supplied by ABB Mérnöki, Kereskedelmi és Szolgáltató Kft, i.e. ABB Engineering, Trading and Service Ltd. (registered office: 1134 Budapest, Kassák Lajos u. 19-25; trade registry number: Cg.: 01-09-079101, as seller or contractor, hereinafter: "Seller/Contractor"). This GTC shall form an integral part of any specific contract, frame contract concluded between Seller/Contractor and buyer/customer ("Buyer/Customer") or of any accepted/fulfilled order placed by Buyer/Customer (hereinafter: "Specific Contract"). Any deviations from the present GTC shall be deemed valid only if the Parties express their will to approve any of such deviations in writing. Buyer/Customer acknowledges that it has read and scrutinised the present GTC and expresses its consent to be bound by the entire contents of this GTC. Should there be any contradiction or discrepancy between the present GTC and a Specific Contract, the provisions set forth in the Specific Contract shall prevail. In the course of the performance of the Specific Contract, Parties exclude the application of the standard contractual clauses of Buyer/Customer. Buyer/Customer declares that it purchases the Product in the course of its normal business activities for its own use or re-sale, and the Specific Contract does not qualify as a consumer contract as per the Governmental Decree 45/2014 (II.26).

### **2.) Conclusion of Specific Contract**

Buyer/Customer may order Products/Services from Seller/Contractor through an RFO (Request for Offer) sent via telefax, email or by post. In response to orders, Seller/Contractor may send an offer by post or via email or telefax according to which the offer shall be binding on Seller/Contractor for a validity period specified therein. If prior to the expiry of the validity period Buyer/Customer fully accepts the offer submitted by Seller/Contractor in writing (by post, via email or fax), then in line with the contents of Seller/Contractor's offer, a Specific Contract is to be concluded between the Parties, and this Specific Contract shall take effect on the day when Seller/Contractor receives Buyer/Customer's related written confirmation. If Buyer/Customer confirms Seller/Contractor's offer with different contents or sends its confirmation after the expiry of the validity period, then no Specific Contract shall be concluded between the Parties until Parties have reached an agreement on the deviations or with respect to the validity period of the offer.

The Specific Contract shall contain the entire agreement between the Parties, with all its Annexes and amendments thereto.

### **3.) Prices:**

The prices specified in the Specific Contract shall exclude any customs duties, taxes or any payment obligations prescribed by the state. The prices shall not include those costs which arise from some special packaging, or from special transporting or storing circumstance/condition, consequently such costs shall be charged to Buyer/Customer, except for the case in which Seller/Contractor has expressly offered such special packaging, special transporting circumstance etc. in writing and has factored the related costs in its offer price.

### **4.) Modification to Specific Contract:**

Modifications to the Specific Contract may only be made by mutual agreement in writing by the Parties.

#### **5.) Transfer of ownership and assumption of risk:**

The ownership of Products/Services shall be transferred to Buyer/Customer on the working day following the date of crediting the purchase price to the account of Seller/Contractor. Until the ownership is secured, Buyer/Customer shall keep the Products/Services as the property of Seller/Contractor stored and insured (at full replacement value), and account to Seller/Contractor for all transactions, including the insurance procedure as well. Seller/Contractor reserves its right to claim back the Products/Services if the payment of the purchase price is overdue or Buyer/Customer fails to pay the purchase price. Buyer/Customer acknowledges if the purchase price due to Seller/Contractor is not paid in full, Seller/Contractor shall be entitled to enter the area where the Products/Services have been commissioned and enjoy the right of removal against which Buyer/Customer may not raise any objection on the grounds of protection of possession. The risk shall pass to Buyer/Customer through the transfer of possession of the Product.

#### **6.) Delivery deadlines and Buyer/Customer in arrears:**

The performance deadlines laid down in the Specific Contract have been determined based on the information available to Seller/Contractor at the time of concluding the Specific Contract. If in the course of the performance of the Specific Contract Seller/Contractor finds itself in a situation that prevents Seller/Contractor from ensuring performance to the deadline specified in the Specific Contract, Seller/Contractor shall be bound to promptly give Buyer/Customer a written notice of the fact, cause and expected duration of the delay, and to set an additional period (i.e. a second deadline). Seller/Contractor shall not be deemed in delay until the expiry date of the said additional period. Seller/Contractor reserves its right to make partial deliveries and issue partial invoices.

If the Seller/Contractor is in delay due to a reason attributable exclusively to the Seller/Contractor, it has to pay liquidated damages for delay towards the Buyer/Customer. The basis of the liquidated damages is the net value of the equipment/works in delay, the measure of the liquidated damage is 0,5% per each completed week, but not more than 7,5%. Beyond the liquidated damages the Buyer may not establish further claims due to the delay.

The Parties shall agree that the liquidated damages (LD) as per this clause may be charged or claimed only for reasons related to non-contractual performance that may arise until Customer accepts the performance by Seller, consequently, LD shall be not claimed in and deemed applicable, inter alia, to the cases, which form the grounds for enforcing Buyer's rights under guarantee, that arise after the said acceptance.

If Buyer/Customer unjustifiably refuses to accept the Products/Services offered for take-over, or is in default, in such cases, without any prejudice to the other rights of Seller/Contractor, Seller/Contractor may:

- a. safekeep the Products/Services offered for take-over at the cost and risk of Buyer/Customer;
- b. sell the Products/Services to a third party at a reasonable price achievable in the particular market conditions in order to mitigate damage and loss. If done so, the original purchase price, as the basis of compensation, shall be reduced by the purchase price realised through the sale of the Products/Services on condition that Buyer/Customer may offset its related sales costs against the purchase price.
- c. submit a claim for penalty for delay which shall be charged for each day commencing in arrears and equal to 1% per day of the net value of the Product not taken over on time.

If Buyer/Customer does not take over the goods within 30 days of the set date of hand-over/take-over or of the date of notification of completion, on the 31<sup>st</sup> day the transaction shall be deemed to have been fulfilled by Seller/Contractor, based on which Seller/Contractor shall be entitled to issue its invoice and to the stipulated purchase price.

#### **7.) Obligations of Buyer/Customer:**

Buyer/Customer, within the time limit laid down, shall provide Seller/Contractor with all the information deemed necessary to perform the Specific Contract. Should Seller/Contractor ask for the provision of additional information, Buyer/Customer shall supply the requested information to Seller/Contractor within 3 days. If provision of data takes a longer time, Parties may agree on a different time limit.

If the Specific Contract stipulates that the place of performance shall be the site of Buyer/Customer, Buyer/Customer shall make the site in condition fit for work available to Seller/Contractor. Seller/Contractor may refuse to start performance until Buyer/Customer complies with the requirements above. Buyer/Customer shall use the Product according to the conditions set forth in the related technical descriptions and instructions for use. Buyer/Customer shall be responsible for any faults and deficiencies arising on its own site, including but limited to any fault or malfunction of hardware, software, equipment or network elements connecting to the Product as well as the interoperability issues experienced between the Products/Services considered herein and the hardware, software, equipment and network elements of Buyer/Customer. Buyer/Customer shall ensure that the Products/Services are operated by qualified and properly trained personnel and the requirements and assumptions made by the Seller/Contractor with respect to the performance and environmental conditions are fulfilled. In addition to those above, Buyer/Customer shall properly safekeep the Products/Services on its site while the hand-over/take-over procedure takes place.

#### **8.) Obligation of Parties**

In order to fulfil the Specific Contract, Parties shall mutually and promptly provide each other with the facts, data and circumstances that affect the performance and shall make all their reasonable efforts to remove and eliminate the circumstances hindering performance.

The performance by Seller/Contractor shall be deemed in conformity with the contract, if Seller/Contractor has fulfilled all the provisions set forth in the Specific Contract, submitted to Buyer/Customer the documentations necessary to operate the Products/Services, and Buyer/Customer have taken over the said documentations in full. As to the take-over, Buyer/Customer shall provide Seller/Contractor with a written certificate to prove the acceptance (receipt) of the delivered Products/Services. The performance by Buyer/Customer shall be deemed in compliance with the contract if Buyer/Customer has taken over the Products/Services in conjunction with the bill of delivery and paid the purchase price to Seller/Contractor in line with the provisions set forth in the Specific Contract.

#### **9.) Electronic Public Road Trade Control System (EKAER)**

According to Section 113 of the Act CL of 2017 on the Rules of Taxation Parties acknowledge that for the sake of completing the contract they are performing buy or supply of goods by the way of road transportation performed by a vehicle subject to road toll payment where that Seller/Contractor is responsible for registration at the tax authority. For the sake of completing the reporting obligation, Buyer/Customer is liable for providing certain data. In case of non-complying with this obligation in due time or giving false or incomplete data, Buyer/Customer shall reimburse all the fine, penalty or any other costs what was caused by the Buyer/Customer by such non-compliances.

If the reporting obligation based on the Act above hasn't been completed due to a reason which is not attributable to the Seller/Contractor, Seller/Contractor is not responsible for breach of Contract.

#### **10.) Factory test, trial run and hand-over-take-over**

In the Specific Contract Parties may agree that in respect of the Products/Services forming a uniform and integrated system they are to conduct a factory test prior to delivery, and they also implement a trial run within the scope of the hand-over-take-over procedure (as a part of that procedure).

The factory test shall be conducted on the site of the manufacturer within normal working hours in line with the applicable rules of the country in which manufacturer has its official seat. Seller/Contractor shall notify Buyer/Customer of the scheduled date of the factory test at least 5 working days in advance. Should Buyer/Customer fail to be present at the factory acceptance, the test report delivered to Buyer/Customer shall be deemed authenticated.

The costs arising from the factory test on manufacturer's site shall be borne by Seller/Contractor, while the travel, accommodation and other costs of the persons authorised to take over and the other persons representing Buyer/Customer shall be borne by Buyer/Customer.

If within 10 days of the date of the closure of the factory test Buyer/Customer does not raise a detailed written objection with respect to the factory test, the successful implementation of the factory test shall qualify as a factory acceptance by Buyer/Customer.

The trial run is conducted on the site of installation by the experts of Seller/Contractor backed up by the active participation of Buyer/Customer. The trial run is designed to verify and prove that the delivered Products/Services meet the technical and functionality requirements set forth in the Specific Contract, and they are free of physical damage and ready for normal operational use. Unless otherwise provided in the Specific Contract, the trial run shall be conducted within 30 days of the date of notification of completion for the Products/Services. A successful trial run shall constitute a full and final acceptance of the Products/Services determined in the Specific Contract, after which Seller/Contractor is entitled to submit its final invoice. If after the implementation of the trial run Buyer/Customer does not accept the Products/Services offered by Seller/Contractor for acceptance and the Products/Services are free of any serious faults that could prevent their intended use, then on the fifteenth (15<sup>th</sup>) day of the date of offering the Products/Services for acceptance, the acceptance of the Products/Services shall be deemed to have taken place, and Seller/Contractor, in line with the payment schedule laid down in the Specific Contract, shall be entitled to submit its related invoice. As to the minor faults not preventing the intended use of the Products/Services, Parties shall jointly compile a punch list which is to constitute an annex to the acceptance protocol and include the description of the faults as well as the reasonable deadline jointly determined for remedying them. This punch list affects neither the acceptance of the Products/Services nor the payment of the consideration for them according to the conditions set forth in the Specific Contract.

In the case of the supply of a specific product, Buyer/Customer shall conduct its quantitative and qualitative inspections without any delay after the take-over procedure and notify Seller/Contractor of its objections, if any, within 3 days at the latest.

#### **11.) Software licence**

Unless otherwise provided in the Specific Contract, Seller/Contractor grants Buyer/Customer a non-exclusive, non-transferable licence with a validity limited to Hungary in order to enable the use (and running) of the computer software package and related documents as determined in the Specific Contract (hereinafter collectively referred to as "Computer Program Material" or "CPM" for short) in a number of copies defined in the Specific Contract and on the hardware equipment stipulated therein. The temporal scope of the licence shall be determined in the Specific Contract. In addition to the terms and conditions of use expressly set out in the present GTC, Buyer/Customer is entitled to no other licences or rights of use.

Buyer/Customer shall:

- a. preserve the confidentiality of CPM;
- b. disclose CPM to no third party;

- c. make no modification to CPM or grant no permission to a third party to modify CPM without Seller/Contractor's prior written consent;
- d. not print out, copy, duplicate, disseminate, modify or reverse engineer CPM;
- e. not use CPM, or a part of CPM for purposes that are contrary to those set out in the contract;
- f. use CPM only on those hardware equipment on which Seller/Contractor or Buyer/Customer has installed CPM.

If Buyer/Customer resells the Products/Services or a part of them to an end-user, Buyer/Customer shall inform Seller/Contractor of such resale and ensure that end-user accepts the conditions above. Buyer/Customer is aware of the fact that with respect to CPM, Buyer/Customer may grant such end-user a licence, i.e. a right of use, only against Seller/Contractor's prior written consent.

### **12.) Confidential information**

All information, materials, documents and data that Seller/Contractor has made available to Buyer/Customer in the course of the performance of the Specific Contract shall be regarded as confidential information (hereinafter: "Confidential Information"), except for the information, materials, documents and data which, as per the relevant legislation, are of public interest or they are the public knowledge. Buyer/Customer shall safeguard the confidentiality of the Confidential Information, while Seller/Contractor shall treat the Confidential Information as business secret. Buyer/Customer shall not disclose the Confidential Information to any third party without Seller/Contractor's prior written consent.

Buyer/Customer's obligations to preserve the secrecy of the Confidential Information shall survive the termination of the Specific Contract due to any reason.

### **13.) Infringement of intellectual property rights**

Each Party shall indemnify and hold harmless the other party from the damages awarded against the other party, if the damage arises from the infringement of the intellectual property rights set out in the Specific Contract or in the relevant legislation, providing the Party against whom a claim is exercised gives the other party an immediate written notice of the arising of any such claim and shall provide the other party with the opportunity for defence or shall, at its own discretion, settle the claim.

### **14.) Limitation of liability**

Seller/Contractor shall be bound to compensate Buyer/Customer for any damage caused by the breach or the performance or non-performance of the Contract associated with deliberate conduct, as well as for the harm to life, physical integrity and health, and for those arising from its criminal offence. In any other cases Seller/Contractor's liability to compensate, including its obligation to pay penalty, shall amount up to 50% of the consideration payable to Seller/Contractor.

Seller/Contractor shall be not responsible for any indirect or consequential damages. For the purposes of the contract, indirect and consequential damages shall include inter alia loss of profit, loss of production and revenues, loss of contracts, losses arising from the limited or failed use of equipment constituting the subject of the Specific Contract, loss of power, loss of use, costs of capital, downtime costs, claims of customers of purchaser or costs of replacement of power or loss of anticipated savings, increased costs of operation or for any special, indirect or consequential damage, loss of any nature whatsoever.

Buyer/Customer shall acknowledge to be entitled to enforce any claim for damages caused by the breach of the Specific Contract or for any indirect or consequential damages against the Seller/Contractor as legal entity only. Buyer/Customer shall state that no claim and no legal action for such damages will be enforced against the managing director (mean executive committee based on Civil Code 3:21§) and supervisory board members of Seller/Contractor.

**15.) Indemnification**

Buyer/Customer undertakes to indemnify Seller/Contractor against all losses, costs or damage that Seller/Contractor has suffered, including the costs of legal proceedings incurred by Seller/Contractor due to reasons within the Buyer/Customer's control or were caused by enforcing Seller/Contractor's rights or Buyer/Customer's obligations, or arise from the fact that Buyer/Customer has used the Products/Services, in whole or in part, in a manner different from their intended purpose or use, including the modifications and use with respect to the Products/Services supplied by other parties.

**16.) Terms of Payment:**

Buyer/Customer shall transfer the price/fee due to Seller/Contractor to the bank account specified by Seller/Contractor within 30 days of the date of issuing the related invoice. Should Buyer/Customer fail to pay by due date the purchase price or a part of the purchase price or settle any of Seller/Contractor's claim for fees arising from any legal relation between Buyer/Customer and Seller/Contractor, without prejudice to the other rights of Seller/Contractor, Seller/Contractor shall be entitled to suspend delivery and may simultaneously raise a claim for penalty (suspension and raising a claim may be exercised prior to and after the court's decision as well). On any outstanding amount, default interests shall be calculated for the period until the purchase price is settled in full according to the Article 6:155 of the Civil Code and subject to the enforcement of the cost allowance of recovery. Seller/Contractor's performance deadline shall be extended by the duration of suspension. All the costs incurred by Seller/Contractor due to suspension shall be reimbursed by Buyer/Customer.

**17.) Force majeure:**

Neither Buyer/Customer nor Seller/Contractor may be held responsible for any fault or delay caused by force majeure, therefore are outside the control of the contracting parties; the scope of the force majeure events include, but is not limited to the following: government action, rule of law, measures of public authorities, war (either declared or not), military and civil disturbances, natural disasters (floods, earthquake, windstorm, epidemic, fire), embargo, sabotage, maritime disaster, strikes and labour disputes.

Providing that any of the contracting parties notifies the other party in writing of the occurrence of any of the events above, the deadline for performing the contract shall be extended proportionally by the duration of the occurrence or by the duration necessary to implement the measure to control such event.

If on account of force majeure any of the contracting parties is prevented for longer than 30 days from fulfilling its contractual obligations, it may terminate the Specific Contract with immediate effect by a written notice sent to the other party. If the Specific Contract is terminated as described above, the Parties shall settle their outstanding accounts with each other.

**18.) Guarantee:**

Unless otherwise provided in the Specific Contract, Seller/Contractor shall grant a one-year guarantee on the Products/Services manufactured by Seller/Contractor, effective either on the date of signing the protocol on the take-over or as of date of the technical take over successfully and jointly implemented by Customer and Seller/Contractor, providing that use is in line with the operation manual made available by Seller/Contractor. Seller/Contractor shall primarily fulfil its guarantee obligations by repairs or by replacements if repairs prove



unsuccessful. If any accessory or part of the Products/Services are repaired or replaced during the guarantee period, then the guarantee period applicable to the repaired or replaced accessory or part shall be as long as the remaining part of the initial guarantee period.

This guarantee shall not be applicable to the faults arising from the following:

- a. purposeful wrongdoing and negligence;
- b. natural wear and tear;
- c. commissioning by Buyer/Customer or a third party without Seller/Contractor's expressed consent;
- d. abnormal use or excessively increased use;
- e. modification or alteration made to the product by Buyer/Customer or a third party without the written approval of Seller/Contractor;
- f. maintenance skipped by Buyer/Customer or performed by a party other than Buyer/Customer;
- g. failure of Buyer/Customer to maintain the Seller/Contractor-specified ambient conditions including, but limited to, checking for the adequate electric power, temperature and humidity;
- h. use of inadequate operational and spare parts;
- i. integration of some third party equipment made to order into the ABB device for the resale to Buyer/Customer, except if third party (manufacturer) vouches for its product and its compatibility;
- j. those reasons which are beyond the reasonable control of Seller/Contractor.

The afore-described guarantee does not cover the transport costs, import taxes/duties, wages, or the duration of travel and its costs related to the guarantee operations carried out on the site of Buyer/Customer and all the aforementioned costs shall be borne by Buyer/Customer. If a guarantee obligation cannot be fulfilled in situ, all the costs coming from collection and repatriation shall be borne by Buyer/Customer.

No guarantee obligation arises on the side of Seller/Contractor, if Buyer/Customer fails to pay the purchase prices by the due date. Seller/Contractor's obligation to grant guarantee shall lapse if maintenance or any repair of the Product falling due is performed by a party other than Seller/Contractor or the person duly approved by Seller/Contractor.

The provisions set forth in this clause with respect to the guarantee shall be applied mutatis mutandis to the warranty as well.

Seller/Contractor shall have no guarantee obligations other than those expressly undertaken pursuant to the Specific Contract and the present GTC; consequently, Seller/Contractor shall be exempt from any other guarantee obligations independently of the fact whether they are stipulated in legislation or are based on some contract or are accepted by implied conduct.

#### **19.) Rescission:**

If the Products/Services have not been delivered yet, Buyer/Customer may rescind the Specific Contract by a unilateral written statement sent to Seller/Contractor, provided it fulfils its obligation to pay the lump sum compensation below:

- a. 0 - 15 days after the conclusion of the Specific Contract, 10% of purchase price as per the Specific Contract;

- b. 16 - 30 days after the conclusion of the Specific Contract, 25% of purchase price as per the Specific Contract;
- c. later than 30 days of the conclusion of the Specific Contract, the higher one of the following amounts:
  - i. 25% of purchase price, or
  - ii. the percentage of purchase price that is proportional to the quantity of work invested in the delivery of the Products/Services. Seller/Contractor's definition applicable to rescission including obligation to pay is final and conclusive.

**20.) Termination by extraordinary notice:**

The provisions set forth in this clause shall be applied if:

- a. Buyer/Customer breaches any of the material conditions of the Specific Contract;
- b. Buyer/Customer terminates or suspends its business activity;
- c. Buyer/Customer becomes unable to meet its contractual obligations because these obligations have expired or bankruptcy proceedings or liquidation proceedings or judicial enforcement proceedings are brought against Buyer/Customer, or Buyer/Customer is insolvent, or official receiver or a court bailiff has been appointed, or the appointment of such officials is under-way, or Buyer/Customer is needed to take any measures to meet its liabilities towards its creditors;
- d. The financial situation of Buyer/Customer indicates that Buyer/Customer will be unable to pay for the price of the Products/Services or to offer any required guarantee to ensure that the Products/Services will be paid for on time;
- e. If Buyer/Customer prejudices or jeopardises the legitimate interests and reputation of Seller/Contractor, or breaches Seller/Contractor's Code of Conduct.

If any of the conditions set forth in this clause are fulfilled, without prejudice to the other rights of Seller/Contractor, Seller/Contractor may be entitled either to terminate the Specific Contract by an extraordinary notice with immediate effect, or to suspend any further performance without any further obligations toward Buyer/Customer. If Seller/Contractor has already delivered the Products/Services, but Buyer/Customer has not paid their purchase price yet, the purchase price, despite any former agreement to the contrary, shall fall due with immediate effect.

Termination of the Specific Contract for any reason shall not affect the settlement obligation applicable to the Products/Services delivered prior to termination.

**21.) Waiver:**

Any omission or delay on either side of the parties in the course of exercising the rights arising from the Specific Contract may not be construed as a waiver of any right, and exercising specific rights arising from the Specific Contract or exercising these rights in part does not exclude any further exercising of rights or exercising such rights in a different manner, or exercising any other possible rights.

**22.) Severability:**

If parts or certain clauses of the present GTC or those of the Specific Contract are held to be invalid or otherwise unenforceable, the remainder or the other clauses of the Specific Contract shall still apply, as unamended, and Parties shall replace the invalid and unenforceable parts with such valid and enforceable provisions which are as near as possible to their common business intention.



### **23.) Assignment:**

The Specific Contract binds and applies to the general legal successors of Seller/Contractor and Buyer/Customer as well. However, the obligations shall bind the parties personally, thus assigning the obligations or the entire Specific Contract shall be subject to the prior written consent of the other party.

### **24.) Notices and written legal statements:**

All notices shall be in writing. Notices may be delivered in person, by post, telefax or electronic mail. If delivery by post is unsuccessful, a legal statement sent by registered letter with acknowledgement of delivery shall be deemed to have been effected in the following cases:

- a. if addressee or any other person authorised to receive mail has refused the mail, or the delivery to the contact address specified by addressee has been unsuccessful since addressee is unknown at that specified address or addressee has moved, delivery is deemed to have been effected on the date of the attempted delivery;
- b. in other cases delivery is deemed to have been effected on the 5th working day after the date of the unsuccessful attempt to make delivery or the date of placing the notice in the mail-box.

### **25.) Occupational health and safety requirements**

In the course of performing the Specific Contract, Seller/Contractor shall observe the occupational health and safety (OHS) rules and standards applicable to the working area.

Not later than the date on which the Specific Contract enters into force shall Buyer/Customer send Seller/Contractor in writing the occupational health and safety requirements applicable to the particular working area.

Buyer/Customer shall inform Seller/Contractor of any hazardous materials present on the working area which may pose a hazard to the employees of Seller/Contractor or to its contractors/subcontractors in the course of work. If Buyer/Customer fails to meet this obligation, Seller/Contractor will perform a related survey at the costs of Buyer/Customer.

The list of the hazardous materials of which Buyer/Customer shall inform Seller/Contractor shall include particularly, but not exclusively, the following:

- a. asbestos containing materials found inside the working area;
- b. the presence of polychlorinated biphenyls (PCBs) in old electric equipment like transformers, and the presence of lead and other heavy metals etc.;
- c. other soil contaminations in the area of excavation works;
- d. electric cables which are live even during the performance of works;
- e. any area where flammable liquids or vapours are present in significant concentration;
- f. information on areas where such hazardous materials are present that may pose a hazard to Seller/Contractor's employees or its contractors/subcontractors;
- g. data of radioactive materials found on the working area;
- h. location of pressurized systems and pipelines inside the working area;

- i. location of underground lines inside the working area.

Buyer/Customer shall provide Seller/Contractor with the copies of the documents regarded as relevant to the working area, e.g. drawings of underground lines, location of hazardous materials, etc., and indicate the accuracy of such documents.

In order to apply the OHS requirements in the course of performing tasks on the working area, Seller/Contractor reserves the right to establish a physically demarcated working area under its own supervision, primarily with a view to preventing unauthorised persons and the personnel of Buyer/Customer, from interfering with the activities carried out by Seller/Contractor. Seller/Contractor shall without any delay report to Buyer/Customer any occupational accident occurring in relation to the performance of the Specific Contract. After giving proper warning, the representative of Seller/Contractor may lawfully deny anybody, including the persons acting on behalf of Buyer/Customer, access to the working area under Seller/Contractor's supervision, providing the aforesaid persons have failed to comply with the provisions set forth in this clause and/or have not taken care of the safety of their work. Seller/Contractor shall bear no financial responsibility for any consequences arising from such exclusion.

If any person fails to comply with the (labour) safety standards on the working area under the supervision of Seller/Contractor, or poses significant hazard to either other workers or to the environment, or directly breaches the rules laid down in this clause, the representative of Seller/Contractor shall be entitled to stop the works at any time. In the aforesaid cases of non-compliance, which may inter alia lead to a delay in completion of the work, Seller/Contractor may suffer no adverse legal consequences of any kind whatsoever (e.g. on account of delay, etc.).

#### **26.) Special end-user:**

Buyer/Customer shall be obliged to inform Seller/Contractor in advance of its intention to use the Products/Services in any nuclear power plant.

By accepting the present GTC, Buyer/Customer declares that

- a. In case of indirect deliveries to a nuclear power plant:
  - i. Buyer/Customer will not sign any contract, upon which a recourse claim may be enforced against it for nuclear damage; or
  - ii. provided the market forces Buyer/Customer to assume obligation to indemnify the nuclear power plant against nuclear damage, Buyer/Customer acknowledges that Seller/Contractor will undertake only a limited liability as specified in the present GTC towards Buyer/Customer.
- b. In case of direct deliveries to a nuclear power plant, provided Seller/Contractor concludes a supply contract directly with Buyer/Customer, as plant operator, Buyer/Customer will not be entitled to enforce any claim against Seller/Contractor for nuclear damage.

#### **27.) Reference**

Buyer/Customer agrees that Seller/Contractor may, without any limitation, refer to the legal relationship established with Buyer/Customer in its list of references.

#### **28.) Governing law and dispute settlement**

Any matter or issue not regulated by the Specific Contract shall be governed by the provisions of the Civil Code of Hungary. Parties shall primarily make attempts to settle any of their disputes by negotiation. Should these



attempts prove futile, the provisions of Act CXXX of 2016 on the Code of Civil Procedure shall apply to the settlement of disputes.

**29.) Business ethics**

Buyer/Customer acknowledges and confirms that it has familiarised itself with the Code of Conduct of ABB or received adequate information on the online access to the aforementioned Code ([www.abb.com](http://www.abb.com) – Integrity – Code of Conduct). Buyer/Customer undertakes to pursue its business activities based on the rules and standards of ethical conduct laid down in the Code of Conduct. Non-compliance with the Code of Conduct shall qualify as a material breach of contract.