

## ABB GENERAL TERMS AND CONDITIONS OF SELLING PRODUCTS AND SERVICES

Applicable to transactions made after 1<sup>st</sup> August 2024

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

1.1 The present General Terms and Conditions for Contracts (hereinafter: GTC, path: <https://new.abb.com/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: 1139 Budapest, Váci út 99.; trade registry number: Cg.: 01-09-079101, as seller or contractor, hereinafter: "**Seller/Contractor**").

1.2 This GTC shall form an integral part of any specific contract, frame contract concluded between Seller/Contractor and buyer/customer ("Buyer/Customer"); (Seller/Contractor and Buyer/Customer hereinafter: "**Parties**") or of any accepted/fulfilled order placed by Buyer/Customer (hereinafter: "**Specific Contract**").

1.3 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.

1.4 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**

2.1 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 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), 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.

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

### **3.) Prices**

3.1 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**

4.1 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**

5.1 The ownership of Products/Services shall be transferred to Buyer/Customer on the working day 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.

5.2 The risk shall pass to Buyer/Customer through the transfer of possession of the Product.

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

6.1 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.

6.2 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:

- safekeep the Products/Services offered for take-over at the cost and risk of Buyer/Customer;
- 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.
- 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.

6.3 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**

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 The recording of the Services performed by the Seller/Supplier by photographic or video/audio equipment is prohibited, unless the Seller/Supplier has given its prior written consent.

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

8.1 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.

8.2 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.

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

9.1 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).

9.2 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 by 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.

9.3 The trial run is conducted on the site of installation by the experts of Seller/Contractor backed up by the 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.

9.4 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 8th 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.

9.5 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 working days at the latest.

## **10.) Software licence**

10.1 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.

10.2 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.

10.3 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.

### **11.) Liquated damages**

11.1 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.

11.2 The aggregate amount of penalties due on more than one claim may not exceed 20% of the total net sales price/contractor's fee.

Multiple penalties may not be charged for the same cause of non-performance.

In the event of the application of a penalty, the penalty paid shall constitute the exclusive remedy. 11.3 The Parties agree that the penalties under this clause may only be charged for any cause of non-conformity of performance that may arise up to the time of acceptance of the Seller's/Contractor's performance by the Buyer/Customer, and thus, *inter alia*, may not be enforced in cases arising after acceptance as a basis for enforcing the Buyer/Customer's warranty.

### **12.) Limitation of liability**

12.1 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.

12.2 Seller/Contractor shall be not responsible for any indirect or consequential damages for lost profits and related costs, furthermore for loss of production and revenues, loss of business or contracts, loss of power, loss of use, costs of capital, downtime costs, costs for purchase or exchange from a third party, reduction or non conformities' of expected savings, increased costs of operation, other damages in the property of the Customer/Buyer and for non-proprietary damages, losses arising from limited or failed use of equipment constituting the scope of the Contract, or any special, indirect or consequential damages or other losses of a similar nature.

12.3 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.

### **13.) Confidential information**

13.1 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.

13.2 Buyer/Customer shall not disclose the Confidential Information to any third party without Seller/Contractor's prior written consent.

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

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

14.1 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.

#### **15.) Indemnification**

15.1 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**

16.1 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.

16.2 Should Buyer/Customer fail to pay by due date the purchase price or a part of the purchase price or settle any of 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. On any outstanding amount, default interests shall be calculated for the period until the purchase price/contractor fee 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.

16.3 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**

17.1 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.

17.2 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**

18.1 Unless otherwise provided in the Specific Contract, Seller/Contractor shall grant a 12 month 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.

18.2 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.

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

- a. purposeful wrongdoing and negligence;
- b. natural wear and tear;
- c. abnormal use or excessively increased use;
- d. modification or alteration made to the Product by Buyer/Customer or a third party without the written approval of Seller/Contractor;
- e. maintenance skipped by Buyer/Customer or performed by a party other than Buyer/Customer;
- f. 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;
- g. use of inadequate operational and spare parts;
- h. integration of some third party equipment made into the ABB device for the resale to Buyer/Customer, except if third party (manufacturer) vouches for its product and its compatibility;
- i. those reasons which are beyond the reasonable control of Seller/Contractor.

18.4 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.

18.5 No guarantee obligation arises on the side of Seller/Contractor, if Buyer/Customer fails to pay the purchase prices by the due date.

18.6 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.

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

18.8 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**

19.1 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. 50% 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.

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

20.1 The Seller/Contractor is entitled to terminate the Specific Contract by extraordinary notice 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.

20.2 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.

20.3 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.

20.4 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**

21.1 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**

22.1 If parts or certain clauses of the present GTC and/or those of the Specific Contract are held to be invalid or otherwise unenforceable, the remainder of the present GTC and/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**

23.1 The Specific Contract binds and applies to the general legal successors of Seller/Contractor and Buyer/Customer as well.

23.2 The assignment of all or part of the Specific Contract by the Buyer/Customer requires the prior written consent of the Seller/Supplier.

23.3 The prior written consent of the Buyer/Customer is not required for the assignment of all or part of the Specific Contract by the Seller/Contractor.

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

24.1 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.

24.2 If the Specific Contract or any document related thereto is signed electronically, including documents for which the Specific Contract requires a written form or for which a signature by the Parties is required, the Parties agree that such signature shall be deemed to be legally binding and that neither Party shall contest its validity on the grounds that it is an electronic signature.

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

25.1 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.

25.2 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.

25.3 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.

25.4 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.

25.5 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 activates 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.

25.6 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.

25.7 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 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**

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

26.2 By accepting the present GTC, Buyer/Customer declares that in case of indirect deliveries to a nuclear power plant:

- a.) Buyer/Customer will not sign any contract, upon which a recourse claim may be enforced against it for nuclear damage; or
- b.) 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 Specific Contract and/or in the present GTC towards Buyer/Customer.

26.3 By accepting the present GTC, Buyer/Customer declares that 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**

27.1 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**

28.1 Any matter or issue not regulated by the Specific Contract or/and in the present GTC shall

be governed by the provisions of the Civil Code of Hungary.

28.2 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**

29.1 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.hu](http://www.abb.hu) -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.

29.2 Non-compliance with the Code of Conduct shall qualify as a material breach of contract.

## **30.) Data protection**

30.1 Seller / Contractor records that personal data processed during the conclusion and performance of the Specific Contract is managed in accordance with domestic and European Union legislation. In addition, the personal data of the Seller / Contractor and the Buyer / Customer of the natural person, as well as the Company Representatives and Contributors (hereinafter collectively referred to as the Contributors) will be communicated in connection with this Contract during the conclusion and performance of the Specific Contract. For each of its Contributors, each Party is a data controller.

30.2 In connection with this contract, the Seller / Contractor handles the personal data of the Contributors for the purpose of managing the Specific Contract, registering documents during the performance of the Specific Contract, account management, recording the contact details of business partners at the organizational level and enforcing the company's legitimate needs.

30.3 The legal basis for data management is the legitimate interest of the Seller / Contractor and the Buyer / Customer, which is the necessary data management for the fulfillment of this contract during the term of its term (until its termination) and for the validation of legitimate claims within the limitation period. The lack of other statutory storage periods, the Seller / Contractor shall keep the data of the Contributors for the duration of this Agreement and for 5 years after its termination.

Upon expiry of this period, personal data will be deleted. The Seller's / Contractor's data management information is available at the following link Privacy Policy (<https://new.abb.com/privacy-notice/hu/customer/hungary>).

30.4 Seller / Contractor undertakes to make an unconditional and irrevocable commitment by signing the contract to inform its own Contributors about the purpose of data processing as a data controller in the performance of this contract.

30.5 Each party shall comply with all applicable data protection laws and regulations and agrees not to withhold or delay its consent to any changes to applicable contract provisions in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent authority. The parties acknowledge that the processing of personal data may require the conclusion of additional data processing/protection agreements. A party shall, upon request of the other party, promptly enter into any such agreement(s) as required by mandatory law or competent authority.

## **31.) Integrity Provisions**

**Applicable Integrity Laws** means:

(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**"); and

(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*: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, "**Human Rights Laws**").

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

**Restricted Person** means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

1. Both Parties will comply with all Applicable Integrity Laws in connection with this Agreement. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Agreement. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Agreement.

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

3. If, as a result of Trade Control Laws issued or amended after the date of this Agreement, (i) the Company 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 Agreement becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Company of its inability to perform or fulfil such obligations. Once such notice has been received by the Company, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Agreement in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Company for any costs, expenses or damages associated with such suspension or termination of the Agreement.

4. In the event of suspension or termination as set out in Clause [3] above, ABB shall be entitled to payment as set out in this Agreement and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Agreement.

5. ABB goods, services, and/or technology may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export of ABB Products and/or Services. Products, services, and/or technology that originate in 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.

6. The Company represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. The Company 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 Company further represents and warrants that the [Products and/or Services] provided under this Agreement 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.

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

8. Company shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity Appendix by either the Company, its affiliated parties or any third parties engaged by Company in relation to the Agreement. In the event of such

notification or if ABB otherwise has reason to believe that a potential or actual breach has occurred, Company agrees to cooperate in good faith with any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Company for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

9. Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity Appendix, ABB shall, subject to mandatory provisions of Applicable Law, 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 Company for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Company shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by Applicable Integrity Laws.