

ABB GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF ENGINEERING SERVICES

ABB GTC ENGINEERING SERVICES (2020+19-1 STANDARD)

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~~DATE: January 1st, 2015~~

~~FOR: ABB Contractors' purchase of engineering services.~~

1. DEFINITIONS AND INTERPRETATION

1.1 ~~In this document, the following terms shall have the following meaning:~~

~~"ABB Contractor": the purchasing ABB entity being party ordering the Services from Subcontractor to the Subcontract;~~

~~"ABB Contractor Data": any data or information, including Personal Data, acquired by Subcontractor in preparation of or during the fulfilment of the Subcontract, irrespective of whether such data or information relates to ABB Contractor, its Affiliates or their respective customers or suppliers, including but not limited to all technical or commercial know-how, drawings, specifications, inventions, processes or initiatives which are of a confidential nature as well as data or information belonging to ABB Contractor or its Affiliates (i) relating to an identified or identifiable individual or legal entity or any other entity which is subject to applicable data protection or privacy laws and regulations, and/or (ii) being qualified as "personal data", "personal information", or "personally identifiable information" within the meaning of the applicable laws;~~

~~"ABB GTC/Engineering Services": the present these ABB General Terms and Conditions for Purchase of Engineering Services (2020+19-1 Standard);~~

~~"Affiliate": any entity, whether incorporated or not, which presently or in the future, directly or indirectly controls owns, is owned controlled by, or is under common ownership control with a Party, by virtue of a controlling interest of 50 % or more of the voting rights or the capital;~~

~~"Client": the person, firm or company who has employed ordered or will order employ ABB Contractor for the execution of the Project;~~

~~Deliverables Work Product: all materials and products resulting from or in relation to the Services to be provided under the Subcontract by Subcontractor in any form or media, or reasonably required by the ABB~~

~~Contractor including but without limitation to concepts, data, diagrams, memoranda, presentations or reports all materials, documents, software or other items which are the result of the Services provided by Subcontractor in any form or media, including without limitation to data, diagrams, reports, specifications (including drafts);~~

~~"Effective Date": the day when the Subcontract becomes effective into full force and effect as stated in the Subcontract;~~

~~"Intellectual Property (Rights)": (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection all proprietary rights in results created intellectually (by thought) and protected by law, including but not limited to patents, patent applications and related divisionals and continuations, utility models, industrial designs, trade names, trademarks, copyrights (regarding software source codes, Subcontractor Documentation, data, reports, tapes and other copyrightable material) and respective applications, renewals, extensions, restorations, or proprietary rights in results created intellectually (by thought) which are protected by confidentiality, including but not limited to know-how and trade secrets;~~

~~"Main Contract": the contract entered into between Client and ABB Contractor in respect of the Project;~~

~~"Order": ABB Contractor's purchase order (PO) issued to Subcontractor for the purchase requesting the provision of the Services as specified in the Order, which is subject to the ABB GTC/Engineering Services and the Special Terms and Conditions, as the case may be. An Order can be placed either (i) as an electronic Order, or (ii) as a written Order; in both cases the Order shall contain a reference to the ABB GTC/Engineering Services;~~

~~“Party”;~~ either ABB Contractor or Subcontractor, collectively referred to as ~~the~~ “Parties”;

~~Personal Data:~~ any data or information of an identified or identifiable natural person;

~~“Project”;~~ the project to be executed by ABB Contractor under the Main Contract;

~~“Schedule”;~~ the time for completion of the Services as specified in the Subcontract;

~~“Services”;~~ the engineering services, including any Deliverables, to be provided, ~~including any equipment and Work Products to be delivered~~, by Subcontractor and all other undertakings, obligations and responsibilities of Subcontractor specified in the Subcontract;

~~“Site”;~~ the location where Subcontractor shall provide-perform the Services;

~~“Subcontract”;~~ a written ~~contract agreement~~, comprising of:

- Subcontract Execution Document,
- Special Terms and Conditions,
- ABB GTC/Engineering Services,
- Annexes,

and/or the Order, which is accepted by Subcontractor and ABB Contractor. Subcontractor shall be deemed to have accepted the Subcontract (either expressly by written statement or impliedly by fulfilling performing the Subcontract in whole or in part);

~~“Subcontractor”;~~ the party ~~of the Subcontract responsible for providing performing the Services to ABB Contractor;~~

~~“Subcontract Price”;~~ the price to be paid by ABB Contractor to Subcontractor as specified in the Subcontract;

~~“Variation Order”;~~ a change to the Subcontract such as to alter the Schedule, ~~and or~~ to amend, ~~to omit~~, ~~to add to~~, or otherwise ~~to change~~ the Services or any parts thereof.

~~1.2 Unless otherwise specified in the present ABB GTC/Engineering Services or the Subcontract:~~

~~1.2.1~~ References to ~~€~~clauses are references to ~~€~~clauses of the ABB GTC/Engineering Services;

~~1.2.2~~ Headings ~~to~~ Clauses are for convenience only and do not affect the interpretation of the ABB GTC/Engineering Services;

~~1.2.3~~ The use of the singular includes the plural and vice versa.

~~1.3 Capitalized terms used in the ABB GTC/Engineering Services and the Subcontract shall have the meaning and shall be interpreted in the way described under Clause 1.1 above or as otherwise expressly defined in the ABB GTC/Engineering Services, or the Subcontract.~~

2. APPLICATION OF TERMS

2.1 The Subcontract, including the ABB GTC/Engineering Services, shall be the exclusive terms and conditions ~~upon which ABB Contractor is willing to deal with Subcontractor, and the terms of the Subcontract, including the ABB GTC/Engineering Services, which~~ shall govern the contractual relationship between ABB Contractor and Subcontractor.

2.2 No terms or conditions ~~endorsed upon~~, delivered with or contained in Subcontractor’s quotations, acknowledgements, ~~or~~ acceptances, specifications or similar documents ~~will shall~~ form part of the Subcontract, and Subcontractor waives any right which it ~~otherwise~~ might have to rely on such ~~other~~ terms or conditions.

2.3 Any amendments ~~to~~ the Subcontract ~~or deviations from the provisions of the Subcontract shall have no effect unless expressly shall be~~ agreed in writing ~~by the Parties~~.

3. SUBCONTRACTOR’S RESPONSIBILITIES

3.1 Subcontractor shall provide-perform the Services ~~(including Work Products):~~

3.1.1 in accordance with the applicable laws and regulations, including but not limited to statutes, ordinances, permits or approvals (collectively the Applicable Laws) of any federal, state, local or other authority or labour union applicable to the Services, and shall keep ABB Contractor indemnified against all penalties and liabilities for non-compliance with any such Applicable Laws. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Subcontractor shall be in compliance with generally accepted best practice of the relevant industry. The Schedule and the Subcontract Price may be adjusted to take account of any increase or decrease in cost or delay resulting from a change in the Applicable Laws which materially affects Subcontractor in the performance of its obligations under the Subcontract, provided however that adjustments relevant to the performance of the Services are obtained by ABB Contractor from Client under the Main Contract in accordance with the applicable laws and regulations;

3.1.2 in accordance with the ~~quality standards stated under Clause 11.1 and further specified in the~~ Subcontract and ABB Contractor instructions;

3.1.3 free from defects and from any rights of third parties;

3.1.4 on the dates specified in the Schedule;

3.1.5 in the quantity specified in the Subcontract; and

~~3.1.6 in accordance with ABB Contractor’s instructions which may be issued from time to time; and~~

3.1.6 ~~7~~ by skilled, experienced and competent engineers, foremen and labour, hired in numbers necessary for the proper and timely provision performance of the Services. If required, Subcontractor shall ensure that hire competent representatives- to supervise the provision of the Services are at Site and shall give notice to ABB Contractor about the names of such representatives.

3.2 Subcontractor shall not substitute or modify any of the Services without ABB Contractor’s prior written approval.

3.3 Subcontractor shall access the Site only with ABB Contractor’s prior written approval. ABB Contractor shall grant Subcontractor access to the respective portions of the Site (as may be required in accordance with the Schedule) to enable Subcontractor to perform its obligations under the Subcontract. Subcontractor shall not carry out any work activity on Site without ABB Contractor first reviewing Risk Reduction and Method Statement specified in the Special Terms and Conditions.

3.4 Subcontractor shall co-operate with ABB Contractor’s ~~request in scheduling and providing to schedule and perform~~ the Services so as to avoid conflict or interference with work provided-performed by other ~~contractors and third~~ parties at Site.

3.5 Subcontractor shall in a timely manner obtain and pay for all permits, licenses, visas and approvals necessary to allow its personnel to perform-execute the Services in accordance with the Schedule. Personnel shall comply with particular country specific travel safety instructions and/or restrictions as provided by ABB Contractor. Subcontractor shall employ and provide sufficient number of competent and experienced personnel for the execution-performance of the Services. Upon ABB Contractor’s request Subcontractor shall remove forthwith ~~from the Site~~ any person who, in the opinion of ABB Contractor, misconducts or is incompetent or negligent. Any person so removed shall be promptly, but not later than replaced within fifteen (15) calendar days, replaced by a competent substitute. Subcontractor shall bear All costs relating to such removal shall be borne by Subcontractor. Subcontractor shall employ hire only persons free from contagious diseases. Subcontractor shall, if requested by ABB Contractor, perform medical examination of his employees and provide ABB Contractor with the results of such examination, unless such provision would violate applicable laws.

3.6 Subcontractor shall satisfy itself as to the specifics of the Site, and all aspects ~~thereof of the Project~~ insofar as they affect the execution

performance of the Services. Subcontractor shall also satisfy itself as to the means of access to the Site, the accommodation which may be required, the extent and nature of work and materials necessary for ~~execution and completion performance~~ of the Services, and whether Subcontractor has reasonably considered all such aspects in the Subcontract Price.

3.7 Subcontractor shall be responsible for any activities performed by its employees in relation to the Subcontract, ~~and in particular the following shall apply:~~

3.7.1 Subcontractor assumes full and exclusive responsibility for any ~~accident or occupational~~ accident or disease occurred to its employees in relation to the ~~performance of the~~ Subcontract;

3.7.2 ~~the Parties agree~~ It is expressly agreed that the Subcontract does not imply any employment relationship between ABB Contractor and Subcontractor, or between ABB Contractor and Subcontractor's employees assigned to the ~~execution performance~~ of the Subcontract. ABB Contractor shall remain free of any ~~direct or indirect~~ responsibility or liability for labour, social security or taxes with respect to Subcontractor and its employees assigned to the performance of the Subcontract;

3.7.3 Subcontractor shall hire ~~or subcontract~~ in its own name all employees required to perform ~~effectively~~ the Subcontract, who shall under no circumstances act as ABB Contractor's employees.

3.7.4 Subcontractor shall be solely and exclusively responsible for any claims and/or lawsuits filed by its employees and ~~unless caused by ABB Contractor's gross negligence or intentional act~~ shall, without limitation, defend, indemnify and hold harmless ABB Contractor ~~entirely safe and harmless~~ from any claim, proceeding, action, fine, loss, costs, damages and expenses arising out of or relating to any such claims and/or lawsuits, and any non-compliance with Applicable Laws. Subcontractor undertakes to ~~voluntarily~~ appear in court at its own costs if requested by ABB Contractor, acknowledging, recognizing its status as sole and exclusive employer, and to provide ABB Contractor with ~~any and~~ all requested documentation necessary to ensure proper legal defence of ABB Contractor in court.

3.7.5 ABB Contractor is authorized to make any payments due to Subcontractor's employees performing the Subcontract, in order to avoid lawsuits, liens or encumbrances. Such payments may be made through withholding Subcontractor's credits, ~~through~~ offsetting or in any other way. Subcontractor shall provide any support requested by ABB Contractor with regard to such payments and indemnify ABB Contractor for any payments made.

4. HEALTH, SAFETY AND ENVIRONMENT (HSE)

4.1 Subcontractor shall comply and ensure compliance by any of its employees ~~and subcontractors~~ with all HSE Requirements, as specified in the Special Terms and Conditions. If the Subcontractor performs any Services or related activities at Site of the Client or at the Site of ABB Contractor's facilities, - applicable laws relating to HSE throughout the performance of the Subcontract. Subcontractor shall comply apply our with ABB Contractor's Code of Conduct for Safe Working, and Site safety rules and the following clauses 4.2 through 4.11, ~~but also comply with the Site safety rules~~

4.2 Subcontractor's compliance with HSE Requirements requires the active participation of all levels of Subcontractor's management and supervision.

If applicable for Site activities, Subcontractor shall appoint and keep assigned during the entire performance of the Services certified HSE Manager and Site Manager, who are to be approved by ABB Contractor. Upon Effective Date, Subcontractor shall provide evidence to ABB Contractor of the HSE Manager's and Site Manager's professional HSE certification accredited by a reputable industry body. The HSE Manager and Site Manager shall have responsibility and authority for

co-ordinating implementation of the Project HSE Plan. The HSE Manager and Site Manager shall have a direct line of communication to ABB Contractor's representative. Subcontractor shall comply with (i) ABB Contractor's HSE instructions for the Site and ABB's Code of Practice for Safe Working (as referred to in the Special Terms and Conditions), (ii) Client's instructions concerning HSE at Site and (iii) applicable industry standards and good engineering practice.

4.3 Subcontractor shall allocate sufficient and qualified HSE resources to satisfy its obligations with regard to HSE. Resources allocation shall be reviewed periodically by Subcontractor and shared with ABB Contractor to ensure HSE Requirements can be met. Subcontractor shall ensure that all its personnel, and its subcontractors' personnel, working on Site shall have received relevant training and introduction before being allowed to work on Site. Subcontractor shall have qualified HSE engineers, officers and advisors at senior level to support the line management throughout the entire performance of the Services. Subcontractor shall immediately remove from Site any person who, in ABB Contractor's opinion, fails to comply with any HSE Requirements ~~the provisions of the relevant legislation, regulations and rules as appropriate or such other HSE legislation, which from time to time may be in force.~~

4.4 Regular HSE meetings shall be held between ABB Contractor and Subcontractor personnel as per a meeting schedule to be agreed upon, and upon reasonable ABB Contractor request. Subcontractor shall also hold regular HSE meetings involving line management and employees' representatives. The minutes of all the meetings shall be recorded and be available promptly for review by ABB Contractor upon written request. In addition to these regular meetings, ad-hoc meetings shall be organized by Subcontractor for specific design, construction or installation issues, to address risk identification and risk assessment related to the activity and/or related to the potential consequence on the Project.

4.5 Subcontractor shall perform daily monitoring of Site activities by Site supervisory personnel as an integral part of the Services. Informal daily Site tours shall be conducted regularly during each shift to ensure all activities comply with the agreed method statement as referred to in the Special Terms and Conditions. Subcontractor shall actively participate in all ABB HSE forums, meetings, inspections and initiatives.

4.6 Subcontractor shall be solely responsible for the health and safety of all its employees and subcontractors at Site and shall immediately advise ABB Contractor and the relevant authority, if so required, of the occurrence of any ~~accident,~~ incident or near-miss on or about the Site or otherwise in connection with the provision performance of the Services. Within twenty-four (24) hours after the occurrence of any such ~~accident,~~ incident or near-miss, Subcontractor shall furnish ABB Contractor with a written report, which shall be followed within fourteen (14) calendar days by a final report. Subcontractor shall also provide such a report to the appropriate authority when required. This procedure shall not relieve Subcontractor from the full responsibility to protect persons, environment and property, and from any of its liabilities ~~for damages.~~

4.7 Subcontractor shall, if requested by ABB Contractor to ensure a safe working environment on Site, perform reasonably required medical examination of its employees prior to arrival on Site and provide ABB Contractor with the results of such examination, unless such provision would violate Applicable Laws. ABB Contractor reserves the right for medical reasons to deny Subcontractor's personnel access to Site.

4.8 Subcontractor shall maintain the whole area of its operations in a clean, tidy and safe condition and arrange all items necessary for performing the Services in an orderly manner. Any rubbish, waste material, debris, etc. generated from performing the Services shall be systematically cleared off the working areas and Subcontractor shall be responsible for disposing material in accordance with HSE Applicable

Laws (as defined in the Special Terms and Conditions) and other regulations. In addition, Subcontractor shall store, transport, treat and remove to, at and from Site any such substance or material that could cause damage or harm to the environment in the most environmental friendly way possible and in accordance with HSE Applicable Laws and other regulations. Subcontractor shall also clear all its items constituting a fire hazard from Site. If Subcontractor fails to immediately comply with written instructions to clear materials, ABB Contractor shall clear such materials at Subcontractor's risk and expense.

4.9 Subcontractor shall communicate in time to ABB Contractor its audits and inspections plan, in order to allow ABB Contractor to participate in its audits and inspections if ABB Contractor wishes so. In addition, ABB Contractor shall have the right to carry out its own HSE audits at Site during all phases of the Services to assess Subcontractor compliance with the HSE Requirements. Subcontractor shall provide all relevant resources, documentation and assistance as required by ABB Contractor to perform such audits.

4.10 ABB Contractor shall have the right to request Subcontractor to suspend the performance of the Subcontract or any part thereof, including postponing the provision of Subcontractor's work, for such times and in such manner as ABB Contractor considers necessary (i) for proper HSE in the execution of Subcontractor's work or (ii) due to any default by Subcontractor with HSE Requirements, in which case Subcontractor shall bear all costs and be liable for the delay arising from such suspension. Without prejudice to any other rights or remedies to which ABB Contractor may be entitled, ABB Contractor shall have the right to terminate the Subcontract in accordance with Clause 4.16.2.

4.11 Subcontractor shall ensure that its subcontractors are subject to and comply with the same obligations and HSE Requirements as applicable to Subcontractor.

5. VARIATION ORDERS

5.1 ABB Contractor may issue, in-using the standard-form provided in the Annexes, Variation Orders to Subcontractor in order to alter the Schedule, or to amend, omit, add to, or otherwise change the Services or any parts thereof. Subcontractor shall carry out such Variation Orders only upon receipt of a written Variation Order and continue to be bound by the provisions of the Subcontract. The value of each Variation Order shall then be added to or deducted from the Subcontract Price, as appropriate; agreed unit prices shall continue to apply. The Variation Order shall, as the case may be, express the amount of time by virtue of which the Schedule shall be shortened or extended.

5.2 Subcontractor shall not postpone or delay the performance of a Variation Order on the grounds of dispute, or that it is subject to acceptance by Subcontractor, or agreeing to the value amount, and/or time extension to Schedule.

6. PROVISION PERFORMANCE OF THE SERVICES

6.1 Subcontractor shall provide-perform the Services and meet the Schedule both as specified in the Subcontract. Partial performance is not accepted unless confirmed or requested by ABB Contractor in writing.

6.2 Subcontractor shall submit for ABB Contractor's approval a detailed execution plan (including agreed milestones and activities with duration and planned resources as specified in the Subcontract) for the performance of the Subcontract and shall assist ABB Contractor with regard to the scheduling and planning process, and cooperate with ABB Contractor in all respects of the Subcontract scheduling and planning. If the recovery plan does not sufficiently respond to the problems, ABB reserves the right to reject it, and terminate the contract

6.3 Unless requested otherwise, Subcontractor shall at least monthly weekly in the form requested by ABB Contractor, report the status of the provision-performance of the Services. Subcontractor shall anticipate that the Services may be interfered with or incidentally delayed from time to time due to concurrent performance of work by others. The report shall be provided to ABB Contractor within five (5) calendar

days from the end of the month covered by the report. If the provision performance of the Services or any part thereof is behind the Schedule, Subcontractor shall submit in writing a recovery plan specifying its activities for reaching compliance with the Schedule. Upon ABB Contractor's request, Subcontractor shall provide ABB Contractor at any time with all information regarding the provision-performance of the Services. ABB Contractor shall have-reserves the right to withhold payments under the Subcontract if Subcontractor fails to submit any of the reports. If the recovery plan does not sufficiently respond to the problems, ABB reserves the right to reject it, and terminate the contract.

6.4 Subcontractor must indicate latest shall provide no later than at the time of acceptance of the Subcontract the customs tariff numbers of the country of consignment and the countries of origin for all Services. For controlled Services, the relevant national export control numbers must be indicated and, if the Services are subject to U.S. export regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request.

7. TIME FOR PROVIDING THE SERVICES, DELAY

7.1 If Subcontractor does not comply with the Schedule, ABB Contractor reserves the right to instruct Subcontractor in writing to expedite its performance under the Subcontract. Subcontractor shall take such measures as instructed by ABB Contractor (in accordance with ABB Contractor's instructions) as required for acceleration of progress so as to complete the provision-performance of the Services, or the relevant part thereof, according to Schedule on time. Subcontractor shall not be entitled to any additional payment for taking such steps to accelerate the work to meet the Schedule. Subcontractor shall notify ABB Contractor in writing within twenty-four (24) hours of the occurrence and cause of any delay and also to make every effort to minimise or mitigate the costs or the consequences of such delay.

7.2 If Subcontractor fails to provide-perform the Services in accordance with the according to Schedule, Subcontractor shall pay liquidated damages to ABB Contractor as for this default the The liquidated damages shall be payable at a rate specified in the Subcontract. Subcontractor shall pay the liquidated damages upon written demand or upon receipt of an invoice from ABB Contractor. ABB Contractor reserves the right to deduct the The amount of liquidated damages may be deducted by ABB Contractor from any payments due or which may become due to Subcontractor without prejudice to any other recovery method. The payment of such liquidated damages shall not relieve Subcontractor from any of its obligations and-or liabilities under the Subcontract.

7.3 If the delay in providing the Services is such that ABB Contractor is entitled to maximum liquidated damages and if the Services are still not provided-performed, ABB Contractor may in writing demand provision-performance of the Services within a final reasonable period (which shall not be less than one week).

7.4 If Subcontractor does not provide-perform the Services within such final period and this is not due to any circumstance for which ABB Contractor is responsible, then, ABB Contractor reserves the right to:

- 7.4.1 terminate the Subcontract pursuant to Clause 16 (Termination);
- 7.4.2 refuse any subsequent provision-performance of the Services which Subcontractor attempts to make;
- 7.4.3 recover from Subcontractor any costs or expenditure and expenses reasonably incurred by ABB Contractor in obtaining the Services in substitution from another Subcontractor; in such a case, Subcontractor shall provide at first request from ABB all data, programs, documents, drawings, source codes necessary to perform effective handover; and/or
- 7.4.4 claim in addition to liquidated damages under Clause 7, damages for any additional costs, losses, or expenses and liquidated damages

incurred ~~whatsoever~~ by ABB Contractor which are ~~reasonably~~ attributable to Subcontractor's ~~delay failure to comply with the Subcontract~~.

7.5 ABB Contractor shall also have the right to terminate the Subcontract by notice in writing to ~~the~~ Subcontractor, if it is clear from the circumstances that ~~a delay in performing the Services there~~ will occur ~~a delay in providing the Services~~ which under Clause 7 would entitle ABB Contractor to maximum liquidated damages.

8. MONITORING AND ACCEPTANCE OF THE SERVICES

8.1 Subcontractor shall allow ABB Contractor and/or its authorised representatives to monitor the ~~provision performance~~ of the Services at any time.

8.2 Notwithstanding any monitoring, Subcontractor shall remain fully responsible for the Services' compliance with the ~~Order Subcontract~~. This applies whether or not ABB Contractor has exercised its right of monitoring and shall not limit Subcontractor's obligations under the ~~Order Subcontract~~. For the avoidance of doubt, monitoring of Services by ABB Contractor ~~Customer~~ and/or its authorised representatives shall ~~in no event not~~ exempt Subcontractor from or limit Subcontractor's warranties or liability in any way.

8.3 ABB Contractor shall ~~not be deemed to~~ have ~~accepted any Services until it has had~~ a reasonable time to review ~~them for acceptance the Services upon following~~ completion ~~or, in the case of a defective performance, until a reasonable time after such defective performance has become apparent~~. Such reasonable time period shall be determined, ~~as applicable~~, by the specifics of the Services, the defective performance and the circumstances of the provision of the Services.

9. SUSPENSION OF THE SUBCONTRACT

9.1 ABB Contractor ~~shall have the right to~~ ~~may at its own discretion~~ suspend performance of the Subcontract at any time for convenience for a period of ~~ninety (90)~~ calendar days in the aggregate without any compensation to Subcontractor. In case the suspension extends beyond ~~ninety (90)~~ calendar days, Subcontractor shall be compensated by ABB Contractor for ~~the~~ direct and reasonable ~~incurred~~ costs ~~incurred by~~ such suspension. The agreed time for performance of the Subcontract or the concerned part thereof shall be extended by the time ~~period~~ of the suspension.

9.2 If the suspension of the Subcontract is caused or requested by Client, Subcontractor shall be entitled only to a compensation as specified in the Subcontract and to the extent paid by Client.

9.3 Subcontractor shall suspend the performance of the Subcontract or any part thereof, including postponing the ~~provision performance~~ of the Services, for such times and in such manner as ABB Contractor considers necessary (i) for proper HSE ~~performance or execution of the Subcontract~~, ~~or~~ (ii) due to any default by Subcontractor ~~or~~ (iii) ~~in case of request of the Client, in which case~~ Subcontractor shall bear all costs and be liable for the delay arising from such suspension. ~~The Subcontractor acknowledges and accepts that it shall, upon receipt of ABB Contractor's written notification, take all necessary measures to postpone / postpone the delivery (s) and / or the Service (s), in accordance with the instructions issued by ABB Contractor. The Subcontractor may not, in this respect, claim the payment of additional costs, nor any damages against ABB Contractor which would be the consequence of this postponement / delay. The Subcontractor shall maintain, conserve, maintain all the material and / or labor necessary for the supplies and / or Services, in order to be able to provide the supplies and / or Services in accordance with the specifications of the order at the new date indicated by ABB Contractor, unless otherwise instructed by ABB Contractor.~~

9.4 Subcontractor shall ~~have no right to not~~ suspend performance of the Subcontract.

10. FORCE MAJEURE

10.1 Neither Party shall be liable for any delay ~~in performing or for or~~ failure to perform its obligations under the Subcontract if the delay or

failure results from an event of "Force Majeure", provided that the affected Party serves notice to the other Party within five (5) calendar days from occurrence of ~~such the respective event of~~ Force Majeure ~~event~~.

10.2 "Force Majeure" means the occurrence of any ~~of the following events, provided that they are~~ ~~which is~~ unforeseeable and beyond the control of the ~~Party~~ affected ~~Party: flood, earthquake, volcanic eruption, war (whether declared or not), or terrorism that results in the failure or delay by such Party of some performance under the Subcontract, in full or part~~.

~~10.3 The affected Party shall provide continuous updates on status and efforts to resolve the delay, and shall ultimately be entitled to an extension of time only, but no monetary compensation for the delay.~~

~~Each Party shall use its reasonable endeavours to minimise the effects of any event of the Force Majeure event.~~

~~10.4 If a Force Majeure event exceeds three twelve (3+2) months, either Party may terminate the Subcontract forthwith by written notice to the other Party without liability.~~

11. WARRANTY AND REMEDIES

11.1 Subcontractor warrants that the Services (including ~~Deliverable Work Products if applicable~~):

11.1.1 comply with the Subcontract, including but not limited to ~~any~~ the specifications ~~as stipulated therein and Subcontractor's responsibilities as defined in Clauses 3 and 4 in the Subcontract, and according to the highest standards and in the manner and method recognized by good engineering practices;~~

11.1.2 are fit for the particular purpose of the Project, whether expressly or impliedly made known to Subcontractor in the Subcontract; ~~and~~

11.1.3 ~~comply with good engineering practices and this Subcontract are free from defects;~~ and,

11.1.4 ~~are free from defects; comply with good engineering practices - Clauses 3.1.1 and 17 (Compliance, Integrity).~~

11.2 The warranty period ~~shall be is~~ ~~twenty-four thirty-six (2436)~~ months from acceptance of the Services.

11.3 In ~~case the event~~ of a breach of warranty, the entire warranty period of Clause 11.2 shall be restarted upon Client's and/or ABB Contractor's written confirmation ~~that~~ the Services are no longer defective.

11.4 In case of non-compliance with the warranty provided under this Clause 11, ~~or in case of any other breach of the Subcontract~~, ABB Contractor ~~may at its own discretion shall be entitled to~~ enforce ~~anyone~~ or more of the following remedies at Subcontractor's own expense and risk:

11.4.1 to give Subcontractor the opportunity to carry out any additional work necessary to ensure that ~~the terms and conditions of~~ the Subcontract ~~are is~~ fulfilled within twenty (20) calendar days from ABB Contractor's notice;

~~11.4.2 to obtain prompt replacement of the non-compliant Services by other Services conforming with the Subcontract;~~

11.4.3 ~~to carry out (or to instruct a third party to carry out) any additional work necessary to make the Services comply with the Subcontract;~~

~~11.4.3 to obtain from Subcontractor prompt replacement of the non-compliant Services by other Services conforming with the Subcontract;~~

11.4.4 to refuse ~~to accept~~ any further ~~provision of the~~ Services, but without exemption from Subcontractor's liability for the defective Services;

11.4.5 to claim such costs and damages as may have been sustained by ABB Contractor as a result of Subcontractor's breach ~~or failure~~;

11.4.6 to terminate the Subcontract in accordance with Clause 16.4.2.

11.5 The rights and remedies available to ABB Contractor ~~and contained in under~~ the Subcontract are cumulative and are not exclusive of any rights or remedies available under warranty, at law or in equity.

12. SUBCONTRACT PRICES, PAYMENT—TERMS, INVOICING

12.1 The Subcontract Price ~~shall be is~~ deemed to cover ~~the fulfilment by Subcontractor of all its obligations of Subcontractor~~ under the Subcontract and includes ~~the costs of the Services specified and all other the costs necessary for everything the performance of the Subcontract,~~ including but not limited to supervision, fees, taxes, duties, transportation, profit, overhead, licenses, permits, and travel, whether indicated or described or not, ~~which is necessary for the provision of the Services.~~

12.2 The prices stipulated in the Subcontract are ~~fixed firm~~ unless ~~amended otherwise provided~~ in a Variation Order.

12.3 The payment terms and the applicable procedures ~~shall be are~~ specified in the Subcontract.

12.4 Subcontractor shall submit invoices ~~in an auditable form,~~ complying with ~~Subcontractor's and ABB Contractor's~~ applicable ~~local mandatory laws,~~ generally accepted accounting principles and ABB Contractor requirements ~~set forth in the Subcontract, which shall,~~ containing the following minimum information: Subcontractor name, address and reference person including contact details ~~(telephone, e-mail etc.);~~ invoice date; invoice number; Order number ~~(same as stated in the Order); and~~ Subcontractor number ~~(same as stated in the Order);~~ address of ABB Contractor; quantity; specification of Services ~~supplied;~~ price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable.

12.5 Invoices shall be ~~issued to ABB Contractor and be~~ accompanied by interim release of liens or ~~encumbrances privileges and shall be issued to ABB Contractor as stated in the Subcontract.~~ Invoices shall be ~~sent to the invoice address specified in the Subcontract.~~ The submission of an invoice ~~shall be is~~ deemed to be a confirmation by Subcontractor that it has no additional claims, except as may already have been submitted in writing, for anything that has occurred up to and including the last day of the period covered by such invoice. ~~Unless otherwise agreed by ABB Contractor, Subcontractor shall provide together with its invoice the approved work completion reports signed-off by ABB Contractor. For services, and before issuing an invoice, supplier shall get an approved work completion report from ABB. Partial deliveries are forbidden without prior agreement from ABB.~~

12.6 Subcontractor shall make payment in due time for all equipment and labour used ~~in or in~~ connection with, the performance of the Subcontract in order to avoid the imposition of any liens or ~~encumbrances privilege~~ against any portion of the Services and/or the Project. In ~~case the event~~ of the imposition of ~~any~~ such liens or ~~privilege encumbrances~~ by any person who has supplied ~~directly or indirectly any~~ such equipment or labour ~~in relation to the Subcontract, or by any other person claiming by, through or under Subcontractor.~~ Subcontractor shall, at its own expense, promptly take ~~any and all action as may be necessary to cause such liens or privilege encumbrances to be released or discharged.~~ ~~Upon ABB Contractor's request,~~ Subcontractor shall furnish satisfactory evidence, ~~when requested by ABB Contractor,~~ to verify compliance with the above. In the alternative, ABB Contractor may ~~at its own discretion~~ pay to release the lien and withhold such amounts from Subcontractor.

12.7 ABB Contractor ~~shall have reserves~~ the right to withhold the whole or part of any payment to Subcontractor which, in the opinion of ABB Contractor, is necessary for protection of ABB Contractor from loss on account of claims against Subcontractor, or failure by Subcontractor to make due payments to its sub~~contractors suppliers~~ or employ-

ees, or not having paid taxes, dues ~~and or~~ social insurance contributions. ABB Contractor reserves the right to set off such amount owed to Subcontractor, or withhold payment for Services not ~~provided performed~~ in accordance with the Subcontract. However, Subcontractor ~~shall not be entitled has no right~~ to set off any amounts owed by ABB Contractor to Subcontractor, unless ~~approved prior approval has been granted~~ by ABB Contractor in writing.

13. INTELLECTUAL PROPERTY

13.1 Subcontractor assigns herewith to ABB Contractor full ownership rights in and to any Intellectual Property in the ~~Deliverables Work Products arising from the Services~~ for the full duration of such rights, wherever in the world enforceable. Subcontractor further agrees to execute, upon ABB Contractor's request and at its cost, all further documents and assignments and do all such further things as may be necessary to perfect ABB Contractor's ownership title to the Intellectual Property or to register ABB Contractor as owner of the Intellectual Property with any registry, including but not limited to governmental registration authorities or private registration organisations.

13.2 The Intellectual Property Rights in any ~~Work Products Deliverables~~ created by or licensed to Subcontractor prior to the Effective Date or outside of the Subcontract, and any subsequent modifications to the same ("Pre-Existing Works") will remain vested in Subcontractor or the respective third party owner. To the extent that Pre-Existing Works are embedded in any ~~Work Products Deliverables~~ delivered by Subcontractor, ABB Contractor and its Affiliates shall have a worldwide, irrevocable, perpetual, transferrable, non-exclusive, royalty-free licence with rights to sublicense to use the Pre-Existing Works as part of such ~~Work Products Deliverables~~, including the right to further improve, develop, market, distribute, sub-license, exploit or otherwise use the ~~Work Products Deliverables~~ containing such Pre-Existing Works.

14. LIABILITY AND INDEMNITY

14.1 Subcontractor shall ~~indemnify~~ indemnify ABB Contractor ~~and Client~~ against all liabilities, losses, damages, injuries, costs, ~~expenses,~~ actions, suits, claims, demands, charges or expenses whatsoever arising in connection with death or injury suffered by persons employed by Subcontractor or any of its sub~~contractors suppliers~~.

14.2 Without prejudice to applicable mandatory law ~~or unless otherwise agreed between the Parties,~~ Subcontractor shall, ~~without limitation, compensate/~~ indemnify ~~and hold harmless~~ ABB Contractor and Client ~~for from~~ all liabilities, losses, damages, injuries, ~~cost, actions, suits, claims, demands, charges costs, losses~~ or expenses ~~whatsoever incurred as a result of Subcontractor's breach arising out of or in connection with the performance of the Subcontract and/or the Services (i) for Subcontractor's breaches of the Subcontract, Subcontractor shall, without limitation, indemnify and (ii) for hold harmless ABB Contractor from~~ any claim made by a third party ~~(including employees of Subcontractor)~~ against ABB Contractor in connection with the Services, ~~including but without limitation to claims that such Services infringe a third party's Intellectual Property Rights. Upon ABB Contractor's request, Subcontractor shall assume and pay for the defence of ABB Contractor against any third party claims, and to the extent that the respective liability, loss, damage, injury, cost or expense was caused by or arises from acts or omissions of Subcontractor and/or from the Services.~~

14.3 In the event of infringements of third party Intellectual Property Rights caused by or related to the Services and/or the ~~Work Products Deliverables~~:

14.3.1 Subcontractor shall reimburse ABB Contractor and Client for any liabilities, losses, damages, injuries, costs and expenses (including without limitation to any direct, indirect, or consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of such infringement. This obligation does not limit any further compensation rights of ABB Contractor or Client;

14.3.2 Without prejudice to ABB Contractor's right under the Subcontract, Subcontractor shall, upon notification from ABB Contractor at Subcontractor's cost (i) procure for ABB Contractor the right to continue using the ~~Work Products/Deliverables~~; (ii) modify the ~~Work Products/Deliverables~~ so that they cease to be infringing; or (iii) replace the ~~Work Products/Deliverables~~ by non-infringing ~~Work Products/Deliverables~~.

14.4 Subcontractor ~~assumes full responsibility for the~~ ~~shall be responsible for the~~ acts or omissions of its employees and/or subcontractors ~~as if such~~ ~~defaults, negligence or obligations of any of its sub-suppliers, its agents, servants or workmen as fully as if they were the~~ acts or omissions ~~were those~~ ~~defaults, negligence or obligations~~ of Subcontractor.

14.5 ABB Contractor reserves the right to set off ~~any indemnity/liability~~ claims under the Subcontract against any amounts owed to Subcontractor.

~~14.6 For any indemnity obligations, Subcontractor shall defend ABB Contractor at its cost against any third party claims upon ABB Contractor's request.~~

15. INSURANCE

15.1 Subcontractor shall maintain as required in the Special Terms and Conditions and at its expense with reputable and financially sound insurers acceptable to ABB Contractor the following type of insurances: professional liability insurance, public liability insurance, statutory worker's compensation/employer's liability insurance.

15.2 All insurance policies shall be endorsed to include ABB Contractor as additional insured and provide a waiver of insurer's right of subrogation in favour of ABB Contractor. ~~All insurance policies and waivers of recourse shall, upon request by ABB Contractor, be extended to also similarly apply to Client.~~ Subcontractor shall no later than ~~the~~ Effective Date provide to ABB Contractor certificates of insurance ~~covering such policies~~ as well as confirmation that premiums have been paid. Subcontractor shall also provide upon ABB Contractor's request copies of such insurance policies.

15.3 In case of loss ~~and/or~~ damage related to the covers in Clause 15, ~~any and~~ all deductibles shall be ~~for to~~ Subcontractor's account.

15.4 Subcontractor shall furnish notice to ABB Contractor within thirty (30) calendar days of any cancellation or non-renewal or material change to the terms of any insurance.

15.5 All Subcontractor policies (except worker's compensation/employer's liability) ~~shall be are~~ considered primary insurance and any insurance carried by ABB Contractor shall not be called upon by Subcontractor's insurers to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise.

15.6 Should Subcontractor fail to provide insurance certificates and maintain insurance according to Clause 15, ABB Contractor ~~shall have the right to may~~ procure such insurance cover at ~~Subcontractor's the~~ sole expense of Subcontractor.

15.7 Any compensation received by Subcontractor shall be applied towards the replacement and/or restoration of the Services.

15.8 Nothing ~~contained~~ in this Clause 15 shall relieve Subcontractor ~~from of~~ any liability ~~towards ABB Contractor under the Subcontract or any of its obligations to make good any loss or damage.~~ The insured amounts ~~cannot can neither~~ be considered ~~nor construed~~ as a limitation of liability.

16. TERMINATION

16.1 ~~ABB Contractor may at its own discretion terminate the Subcontract for convenience in whole or in part at any time with immediate effect by written notice to Subcontractor. Upon receipt of such notice, Subcontractor shall stop performance of the Subcontract. ABB Contractor shall pay Subcontractor for the Services performed and for the materials purchased for execution of the Services before termination~~

~~which cannot be used by Subcontractor for other purposes (such materials shall become property of ABB Contractor upon payment), and other verified, proven and direct expenses incurred for discontinuing the Subcontract. However, in no event shall the total amount to be paid by ABB Contractor exceed the amount of accumulated costs as stated in the Special Terms and Conditions, or in the absence thereof the amount due by ABB Contractor at the time of termination according to the Subcontract. Subcontractor shall have no further claim for compensation due to such termination. Subcontractor waives any claim for compensation of loss of anticipated profits.~~

~~16.2 ABB Contractor may at its own discretion terminate the Subcontract with immediate effect if:~~

~~Without prejudice to any other rights or remedies to which ABB Contractor may be entitled, ABB Contractor may terminate the Subcontract in the event that:~~

16.2.1 Subcontractor commits a breach of its obligations under the Subcontract, and fails to remedy that breach within ten (10) calendar days ~~(unless otherwise stated under the Subcontract)~~ of receiving written notice from ABB Contractor requiring its remedy; or

16.2.2 subject to Clause 7.3, the maximum amount of liquidated damages payable by Subcontractor is reached, or, subject to Clause 7.5, it is clear from the circumstances that a delay will occur in providing the Services which would entitle ABB Contractor to maximum liquidated damages; or

16.2.3 Subcontractor fails to provide, ~~in response to demand if requested~~ by ABB Contractor, adequate assurance of Subcontractor's future performance, whereby ABB Contractor shall be the sole judge of the adequacy of said assurance; or

16.2.4 there is any adverse change in the position, financial or otherwise, of Subcontractor, whereby and without limitation:

- a) Subcontractor becomes insolvent; or
- b) an order is made for the winding up of Subcontractor; or
- c) documents are filed with a court of competent jurisdiction for the appointment of an administrator of Subcontractor; or
- d) Subcontractor makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

16.2.5 Subcontractor ceases, or threatens to cease, performing a substantial portion of its business, whether voluntarily or involuntarily, that has or will have an adverse effect on Subcontractor's ability to perform its obligations under the Subcontract; or

16.2.6 any representation or warranty made by Subcontractor in the Subcontract is not true, or inaccurate and if such lack of truth or accuracy ~~would can~~ reasonably be expected to result in an adverse impact on ABB Contractor, unless cured within ten (10) calendar days after the date of written notice of such lack; or

16.2.7 there is a change of control of Subcontractor.

16.3~~2~~ Upon termination according to Clause 16.2~~4~~, ABB Contractor shall be entitled to reclaim all sums which ABB Contractor has paid to Subcontractor under the Subcontract and to claim compensation for any costs, losses or damages incurred whatsoever in connection with such termination.

16.4~~3~~ Upon termination according to Clause 16.2~~4~~, ABB Contractor, ~~at its own discretion,~~ may ~~complete the Subcontract (or may employ other suppliers to)~~ complete the Subcontract. Any such work shall be performed at Subcontractor's risk and expense.

16.5~~4~~ Upon termination according to Clause 16.2~~4~~, ABB Contractor ~~may shall have the right to~~ enter into, and Subcontractor shall undertake to assign, any agreements with Subcontractor's ~~subcontractors-suppliers.~~ Any costs related to such assignments ~~of agreements with sub-suppliers from Subcontractor to ABB Contractor~~ shall be ~~for to~~ the account of Subcontractor.

16.5 ABB Contractor has the right to terminate the Subcontract or parts of the Subcontract without cause at any time with immediate effect at its sole discretion by written notice to Subcontractor. Upon receipt of such notice Subcontractor shall stop all provision of the Services and performance of the Subcontract unless otherwise directed by ABB Contractor. ABB Contractor shall pay Subcontractor for the Services provided. Subcontractor shall have no further claim for compensation due to such termination. Claims for compensation of loss of anticipated profits are excluded.

16.6 In case the Main Contract is terminated for reasons other than Subcontractor's performance and if ABB Contractor, as a result thereof, terminates the Subcontract, compensation to be paid to Subcontractor shall correspond to the compensation paid by Client to ABB Contractor for the respective part of the Subcontract.

16.7 On termination of the Subcontract, Subcontractor shall immediately deliver to ABB Contractor all copies of information or data provided by ABB Contractor to Subcontractor for the purposes of the Subcontract. Subcontractor shall certify to ABB Contractor that Subcontractor has not retained any copies of such information or data.

16.8 On termination of the Subcontract, Subcontractor shall immediately deliver to ABB Contractor all specifications, programs and other information, data, and Subcontractor Documentation regarding the Services which exist in any form whatsoever at the date of such termination, whether or not then complete.

16.9 Termination of the Subcontract, however arising, shall not affect or prejudice the accrued rights of the Parties as at termination, ~~or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.~~

17. COMPLIANCE, INTEGRITY

17.1 Subcontractor shall ~~provide-perform~~ the Services and/or ~~provide the Work Products/Deliverables~~ in compliance with all relevant ~~legislation, laws, rules, regulations, and codes of practice, guidance and other requirements of any relevant government or governmental agency. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Subcontractor shall be in compliance with the generally accepted best practice of the relevant industry.~~

17.2 Subcontractor ~~and its subcontractors~~ must comply with the ABB Lists of Prohibited and Restricted Substances and with the reporting and other requirements regarding Conflict Minerals made available under www.abb.com – **Supplying – Material Compliance** or otherwise and shall provide ABB Contractor with ~~respective~~ documents, certificates and statements ~~if-as~~ requested. Any statement made by Subcontractor to ABB Contractor (whether directly or indirectly, ~~e. g. where applicable via the ABB Supplier Registration and Pre Qualification System~~) with regard to materials used for or in connection with the Services and/or ~~Work Products/Deliverables~~ will ~~shall~~ be deemed to be a representation under the Subcontract.

17.3 Subcontractor represents and warrants that it is ~~knowledgeable with, and is~~ and will remain ~~fully compliant in full compliance~~ with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, ~~securing-satisfying~~ all necessary clearance requirements, proofs of origin, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the provision of services, the release or transfer of goods, hardware, software and technology ~~to non-U.S. nationals in the U.S., or outside the U.S., the release or transfer of technology and software having U.S. content or derived from U.S. origin software or technology.~~

17.4 ~~Subcontractor represents and warrants that no goods, materials, equipment, components, parts, technology, or services that are included in, incorporated into, or provided in connection with the Services and/or Deliverables originate in any country or region that is subject to a comprehensive embargo maintained by any government authority~~

~~that ABB Contractor deems, in its sole discretion, may impose penalties or other measures against ABB Contractor (a Relevant Government Entity) No material or equipment included in or used for the Services and/or Deliverables/Work Products shall must originate from any company or country listed in any relevant embargo issued by the authority in the country where the Services and/or Work Products/Deliverables shall be used or an authority otherwise having influence over the equipment and material forming part of the Services and/or Work Products/Deliverables. If any of the Services and/or Work Products/Deliverables are or will be subject to export restrictions, it shall be~~ Subcontractor's responsibility to promptly inform ABB Contractor in writing of the particulars of such restrictions.

~~17.5 Subcontractor represents and warrants that it is not a person subject to economic or financial sanctions imposed by a Relevant Government Entity (a Sanctioned Person), including any person included on the US Specially Designated Nationals (SDN) and Blocked Persons List. Subcontractor acknowledges that Sanctioned Persons may include persons who are not explicitly included on any sanctions list maintained by a Relevant Government Entity, but also persons who are directly or indirectly owned 50 percent or more in the aggregate by one or more Sanctioned Persons. Subcontractor further represents and warrants that no Sanctioned Person has any property interest, financial interest, or other interest in the Services and/or Deliverables and that the provision of the Services shall not involve the transferring, paying, exporting, or withdrawing of any property or interests in property of any Sanctioned Person.~~

~~17.5-6~~ Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that ~~the other persons Party or any third parties~~ will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each Party, or any other party in a manner contrary to applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act, ~~the UK Bribery Act 2010~~ and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Subcontract shall render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.

~~17.6-7~~ Subcontractor herewith acknowledges and confirms that Subcontractor has received a copy of ABB's Code of Conduct and ABB's Supplier Code of Conduct or has been provided information on how to access both ABB Codes of Conduct online under www.abb.com/Integrity. Subcontractor ~~is obliged and~~ agrees to perform its contractual obligations in accordance with both ABB Codes of Conduct, ~~including but without limitation to all employment, health, safety and environmental requirements specified therein.~~

~~17.7-8~~ ABB has established ~~the following~~ reporting channels where Subcontractor and its employees may report suspected violations of applicable laws, policies or standards of conduct: Web portal: www.abb.com/Integrity – **Reporting Channels**; ~~telephone and mail address-contact details~~ specified on this Web portal.

~~17.8-9~~ Any violation of an obligation contained in this Clause 17 ~~shall be-is~~ a material breach of the Subcontract. ~~Either Party's material breach shall- and~~ entitles the other Party to terminate the Subcontract with immediate effect and without prejudice to any further rights or remedies ~~available thereunder such Subcontract or applicable law or at law.~~

~~17.9-10~~ Notwithstanding anything to the contrary ~~contained~~ in the Subcontract, Subcontractor shall, without ~~any~~ limitations, indemnify and hold harmless ABB Contractor from ~~and against any-all~~ liabilities, ~~claim, proceeding, action, fine, loss, damages, costs or damages expenses incurred as a result of arising out of or relating to~~ any such violation ~~and/or termination of the above mentioned obligations and the~~

~~termination~~ of the Subcontract, or arising from export restrictions concealed by Subcontractor. ~~With respect to export restrictions solely attributable to ABB Contractor's use of the Services and/or Work Products, the now said commitment shall only apply to the extent Subcontractor has knowledge of or reasonably should have been aware of such use.~~

18. ASSIGNMENT AND SUBCONTRACTING

18.1 Subcontractor shall neither ~~novate nor~~ assign ~~nor~~ subcontract, transfer, ~~nor~~ encumber, ~~nor~~ subcontract the Subcontract nor any parts thereof (including any monetary receivables from ABB Contractor) without prior written approval of ABB Contractor. ~~Any request of subcontract must be accompanied in particular by sufficient identification elements concerning this subcontract, and the precise scope that will be subcontracted~~

18.2 ABB Contractor may at ~~any time its own discretion~~ assign, ~~novate, transfer,~~ encumber, subcontract or deal in any other manner with ~~the Subcontract or parts thereof to its Affiliates~~ all or any of its rights or obligations under the Subcontract.

19. NOTICES AND COMMUNICATION

Any notice shall ~~(unless otherwise agreed upon)~~ be given in the language of the Subcontract ~~by sending the same~~ by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Subcontract or to such other address as such Party may have notified in writing ~~to the other for such purposes~~. E-mail and fax notices expressly require written confirmation issued by the receiving Party. ~~Electronic read receipts may not under any circumstances be deemed as confirmation of notice. Electronic signatures shall not be valid, unless expressly agreed in writing by duly authorised representatives of the Parties.~~

20. WAIVERS

Failure to enforce or exercise, ~~at any time or for any period,~~ any term of the applicable ABB GTC/Engineering Services or the Subcontract does not constitute, ~~and shall not be construed as,~~ a waiver of such term and ~~shall does~~ not affect the right later to enforce such term or any other term herein contained.

21. GOVERNING LAW AND DISPUTE SETTLEMENT

21.1 The Subcontract ~~shall be is~~ governed by ~~and construed in accordance with~~ the laws of the country (and/or the state, as applicable) ~~of where~~ ABB Contractor ~~is registered 's legal registration,~~ however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods.

21.2 ~~For domestic dispute resolution matters, whereby~~ If ABB Contractor and Subcontractor are registered in the same country, any dispute ~~or difference~~ arising ~~out of or~~ in connection with the Subcontract, ~~including any question regarding its existence, validity or termination or the legal relationships established by the Subcontract,~~ which cannot be settled amicably or by mediation, shall be submitted ~~for resolution~~ to the jurisdiction of the competent courts at ~~the place of~~ ABB Contractor's ~~place of~~ registration, ~~unless other courts or arbitration are agreed in writing between the Parties.~~

21.3 ~~If For cross border dispute resolution matters, whereby~~ ABB Contractor and Subcontractor are registered in different countries, ~~unless agreed otherwise in writing between the Parties,~~ any dispute ~~or difference~~ arising ~~out of or~~ in connection with the Subcontract, ~~including any question regarding its existence, validity or termination or the legal relationships established by the Subcontract,~~ which cannot be settled amicably or by mediation, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance ~~therewith the said Rules. The p~~Place of arbitration shall be ~~the location where~~ ABB Contractor's ~~place of registration is registered, unless otherwise agreed in writing.~~ The language of the proceedings and of the award shall be English. The decision of the arbitrators ~~shall be is~~ final and binding upon both Parties, and neither Party ~~may shall seek recourse to an ordinary state court or any other authority to appeal for revisions of the decision.~~

21.4 Subcontractor shall keep such contemporary records as may be necessary to substantiate any claim. Without admitting ABB Contractor's liability, ABB Contractor may at its own discretion, after receiving any claim notice from Subcontractor, monitor the record-keeping and instruct Subcontractor to keep further contemporary records. ABB Contractor is entitled either itself or using such reputable and competent agents or representatives as it may authorize at its own discretion to audit the systems and retain records of Subcontractor specific to the Subcontract and Subcontractor shall ensure that ABB Contractor has similar rights to audit the systems and retain the records of any Subcontractor's subcontractors. No such audit or inspection shall relieve Subcontractor of liability or responsibility.

22. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

22.1 Subcontractor shall:

22.1.1 ~~Unless otherwise agreed in writing,~~ keep in strict confidence all ABB Contractor Data and any other information concerning ABB Contractor's or its Affiliates' business, ~~its their~~ products and/or ~~its their~~ technologies which Subcontractor obtains in connection with the Services to be ~~provided performed~~ (whether before or after acceptance of the Subcontract). Subcontractor shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties as need to know the same for the purpose of the ~~pre- vision performance~~ of the Services to ABB Contractor. Subcontractor shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Subcontractor and shall be liable for any unauthorized disclosures;

22.1.2 Subcontractor shall ~~Apply~~ appropriate safeguards, adequate to the type of ABB Contractor Data to be protected, against the unauthorised access or disclosure of ABB Contractor Data and protect such ABB Contractor Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Subcontractor may disclose confidential information to ~~"Permitted Additional Recipients"~~ (which means Subcontractor's authorised representatives, including auditors, counsels, consultants and advisors) provided always that ~~(i) such information is disclosed on a strict need-to-know basis, and (ii) such Permitted Additional Recipients sign with Subcontractor a confidentiality agreement with terms substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information. Subcontractor shall comply with, and ensure that the Permitted Additional Recipients comply with, any security procedure, policy or standard provided to Subcontractor by ABB Contractor or any of its Affiliates from time to time, and in particular with the ABB Cyber Security Requirements for Suppliers as made available under www.abb.com/Supplying/Cybersecurity, or as otherwise set out in the Subcontract.~~

22.1.3 Subcontractor shall ~~not~~ (i) use ABB Contractor Data for any other purposes than for ~~providing performing~~ the Services, or (ii) reproduce the ABB Contractor Data in whole or in part in any form except as may be required by the respective contractual documents, or (iii) disclose ABB Contractor Data to any third party, except to Permitted Additional Recipients or with the prior written consent of ABB Contractor.;

22.1.4 Subcontractor shall ~~install~~ install and update at its own costs required adequate virus protection software and operating system security patches for all computers and software utilized in connection with providing the Services.;

22.1.5 Subcontractor shall ~~inform~~ inform ABB Contractor without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any ABB Contractor Data.

22.62 Subcontractor agrees that ABB Contractor ~~shall be allowed to~~ may provide any information received from Subcontractor to ~~any Affiliates of ABB Contractor and to third parties. Subcontractor shall obtain in advance all necessary approval or consent for ABB Contractor to provide such information to ABB Contractor's Affiliates if such information is confidential for any reason or subject to applicable data protection or privacy laws and regulations.~~

22.7 Protection of Personal Data

22.7.1 If ABB Contractor discloses Personal Data to Subcontractor, Subcontractor shall comply with all applicable data protection laws and regulations.

22.7.2 Subcontractor shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

21.7.3 Subcontractor will use all reasonable endeavors to deliver the applicable ABB Contractor's Privacy Notice (Supplier or Contractor Notice) made available at www.abb.com/Privacy Notices to its employees that will be involved in providing the Services and/or Deliverables for the ABB Contractor.

22.7.34 Subcontractor agrees that it will not withhold or delay its consent to any changes to this Clause 2+2 which in ABB Contractor's or its Affiliates' reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to ABB Contractor.

22.7.45 Subcontractor acknowledges that the processing of Personal Data in accordance with the Subcontract may require the conclusion of additional data processing or data protection agreements with ABB Contractor or its Affiliates. To the extent such additional agreements are not initially concluded as part of the Subcontract, Subcontractor, its relevant Affiliates or subcontractors shall upon ABB Contractor's request promptly enter into any such agreement(s), as designated by ABB Contractor and as required by mandatory law or a competent data protection or other competent authority.

22.3 In case the type of ABB Contractor Data affected is particularly sensitive and therefore, according to ABB Contractor's opinion, requires a separate confidentiality and non-disclosure agreement, Subcontractor agrees to enter into such agreement. The same applies with regard to data privacy topics which are not covered by this Clause 22 and which may require a separate data processing agreement according to applicable laws and regulations.

22.4 The obligations under this Clause 22 exist for an indefinite period of time and therefore shall survive the expiration or termination of the Subcontract for any reason.

23. SEVERABILITY

The invalidity or unenforceability of any term ~~or of any right arising pursuant to~~ of the Subcontract shall not adversely affect the validity or enforceability of the remaining terms ~~and rights. The respective terms or rights arising pursuant to~~ The Subcontract shall be given effect as if the invalid, ~~illegal~~ or unenforceable ~~provision-term~~ had been ~~deleted~~ and replaced by a ~~provision-term~~ with a similar economic effect ~~to that of the deleted provision if this can be achieved by another provision.~~

24. SURVIVAL

24.1 Provisions of the ~~Subcontract~~ ABB GTC/Engineering Services which either are expressed to survive ~~the its~~ termination ~~of the Subcontract~~ or from their nature or context it is contemplated that they are to survive such termination shall remain in full force and effect notwithstanding such termination.

24.2 The obligations set forth in Clauses 11 (Warranty ~~and Remedies~~), 14 (Liability and Indemnity) and 22 (Confidentiality, Data Security,

Data Protection) shall remain for an indefinite period and survive expiration ~~and or~~ termination of the Subcontract.

25. ENTIRETY

The Subcontract constitutes the entire agreement ~~and understanding~~ between the Parties and replaces any prior agreement, ~~understanding or arrangement~~ between the Parties, whether oral or in writing, with regard to its subject.

26. RELATIONSHIP OF PARTIES

The relationship of the Parties is that of independent parties dealing at arm's length and nothing in ~~this the~~ Subcontract ~~shall may~~ be construed to constitute Subcontractor as an agent or employee of ABB Contractor or so as to have any kind of ~~an agency or~~ partnership with ABB Contractor or Client, and Subcontractor ~~is not authorised shall not to~~ represent itself as or act on behalf of ABB Contractor or Client.

27. FURTHER ASSURANCES

~~The Parties shall do and execute all such further acts and things as are reasonably required to give full effect to the rights given and the transactions contemplated by the Subcontract.~~

27. ELECTRONIC SIGNATURE

The Parties acknowledge electronic signature (e. g. Adobe Sign), applied by authorized persons, to be sufficient and binding for any documents related to the Subcontract, including, without limitation, documents for which the Subcontract requires written form, or which require to be signed by the Parties.