

ABB GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES (2025-1 GERMANY)

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms have the following meanings:

ABB GTC: these ABB General Terms and Conditions for Purchase of GOODS and/or SERVICES (2025-1 Germany);

AFFILIATE: any entity which directly or indirectly controls, is controlled by, or is under common control with a PARTY

APPLICABLE INTEGRITY LAWS:

- (i) *Anti-bribery and anti-corruption laws:* including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended) and any other applicable laws, regulations and official governmental orders relating to anti-corruption, anti-bribery, anti-money laundering and anti-tax evasion in relevant jurisdictions.
- (ii) *Sanctions and trade control laws and regulations:* any applicable laws, regulations, or administrative or regulatory decisions or guidelines adopted, maintained, or enforced by any SANCTIONS AGENCY on or after the date of this CONTRACT that sanction, prohibit or restrict certain activities including direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, (collectively, "TRADE CONTROL LAWS"); and
- (iii) *Human rights and anti-modern slavery laws and international frameworks:* including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the SUPPLY CHAIN ACT, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws, regulations and international frameworks (as amended).

CONFLICT MINERALS: ores and concentrates as well as metals containing tin, tantalum or tungsten, and gold.

CONTRACT: a WRITTEN agreement signed by the PARTIES and/or the ORDER by the CUSTOMER which is confirmed IN WRITING by the SUPPLIER, for the purchase of GOODS and/or SERVICES from SUPPLIER, including any other documents submitted by CUSTOMER to form part thereof, such as but without limitation to any specifications (which shall include any SUPPLIER specifications where CUSTOMER agrees to use, or places an ORDER relying on, such specifications);

CUSTOMER: the party ordering GOODS and/or SERVICES from SUPPLIER;

CUSTOMER DATA: any data or information, including PERSONAL DATA acquired by SUPPLIER in preparation of or during the fulfilment of the CONTRACT, irrespective of whether such data or information relates to CUSTOMER, its AFFILIATES or their respective customers or suppliers;

DELIVERY: delivery of GOODS by SUPPLIER in accordance with Clause 5.1;

DELIVERY LOCATION: CUSTOMER's nominated warehouse, factory or other premises for physical DELIVERY of GOODS and/or SERVICES, which may be the premises of one of CUSTOMER AFFILIATES (including such location as may be listed in any relevant price list) or third party freight or logistics providers, or if no location is nominated, CUSTOMER's place of business;

EMBEDDED SOFTWARE: software necessary for operation of GOODS, and embedded in and delivered as integral part of GOODS;

EXPECTATIONS: CUSTOMER's or CUSTOMER AFFILIATE's expectations with regard to human rights and environment in the supply chain within the meaning of Sec. 6 SUPPLY CHAIN ACT as provided for under No. 3 of ABB Germany's Declaration of Principles of Protecting Human Rights according to the SUPPLY CHAIN ACT, (as made available under https://new.abb.com/docs/librariesprovider30/ueberuns/abb_declaration-of-principles_lksg.pdf?sfvrsn=d503f00b_2) as well as in the ABB Supplier Code of Conduct (available at <https://global.abb/group/en/about/supplying/code-of-conduct>).

GOODS: the items to be delivered by SUPPLIER in accordance with the CONTRACT and/or all materials, documents, or other deliverables which are the result of SERVICES provided by SUPPLIER under the CONTRACT in any form or media, including but without limitation to data, diagrams, drawings, reports and specifications;

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 protection;

ORDER: CUSTOMER's order issued to SUPPLIER for the purchase of GOODS and/or SERVICES, including any purchase order issued electronically;

PARTY: CUSTOMER or SUPPLIER, collectively the PARTIES;

PERSONAL DATA: any data or information of an identified or identifiable natural person;

RECORDS: includes all books, accounts, and supporting or underlying documents and materials reflecting financial transactions and services related to any business conducted for or on behalf of CUSTOMER or its AFFILIATES in connection with the CONTRACT;

RESTRICTED PERSON: any entity or person subject to economic or financial sanctions imposed according to TRADE CONTROL LAWS or included on a list (including U.S., EU and Swiss lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under

any applicable TRADE CONTROL LAWS (including any entity that is directly or indirectly owned with fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any RESTRICTED PERSON);

SANCTIONS AGENCY: any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers TRADE CONTROL LAWS and has jurisdiction over the CONTRACT, in addition to the governmental and regulatory bodies of (i) the United Nations, (ii) the European Union, (iii) Switzerland or (iv) 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);

SERVICES: the services to be provided by SUPPLIER in accordance with the CONTRACT;

SUPPLIER: the party providing the GOODS and/or SERVICES to CUSTOMER (or any CUSTOMER AFFILIATE at a relevant DELIVERY LOCATION);

SUPPLY CHAIN ACT: the German “Act on Corporate Due Diligence Obligations for the Prevention of Human Rights Violations in Supply Chains” (*Lieferkettensorgfaltspflichten-gesetz*), as amended.

VARIATION ORDER: a change to the ORDER such as to alter, to amend, to omit, to add to, or otherwise to change the ORDER or any parts thereof;

WRITTEN or IN WRITING: written form or text form according to German Civil Code (*Bürgerliches Gesetzbuch*), unless written form is agreed exclusively in the CONTRACT or stipulated by applicable mandatory law.

1.2 References to clauses are references to clauses of the ABB GTC.

1.3 Headings are for convenience only and do not affect the interpretation of the ABB GTC.

2. SCOPE OF APPLICATION

2.1 The ABB GTC form part of the CONTRACT.

2.2 Terms and conditions delivered with or contained in SUPPLIER’s quotations, acknowledgements, acceptances, specifications or similar documents do not form part of the CONTRACT, and SUPPLIER waives any right which it might have to rely on such terms and conditions, unless agreed to by CUSTOMER IN WRITING.

2.3 SUPPLIER shall accept the CONTRACT either expressly by WRITTEN statement or impliedly by starting to fulfill the CONTRACT.

2.4 Any amendments to the CONTRACT including this sentence must be agreed IN WRITING.

3. SUPPLIER’S RESPONSIBILITIES

3.1 SUPPLIER shall deliver the GOODS and provide the SERVICES:

3.1.1 in accordance with the applicable laws and regulations;

3.1.2 in accordance with the CONTRACT (including by providing any necessary documentation) and all CUSTOMER

instructions;

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

3.1.4 of the agreed quality and suitable for the use stipulated in the CONTRACT or, in absence thereof, fit for the use which is customary for such GOODS and/or SERVICES and which the CUSTOMER can expect.

3.2 SUPPLIER shall ensure that the GOODS are packed according to industry standards and any applicable laws and regulations, in a manner adequate to protect the GOODS and to enable safe unloading and inspection at the relevant DELIVERY LOCATION.

3.3 When CUSTOMER identifies quality related issues on the part of SUPPLIER, CUSTOMER will notify SUPPLIER thereof. Without prejudice to other remedies available to CUSTOMER under the CONTRACT, CUSTOMER may instruct SUPPLIER to undertake or have undertaken at SUPPLIER’s risk and expense an analysis into the root cause(s) of the quality related issues. Such analysis has to be undertaken and reported to CUSTOMER within ten (10) calendar days, calculated from the time the information was provided by the CUSTOMER. CUSTOMER reserves the right to undertake an audit of SUPPLIER based on the results of the root cause analysis or where SUPPLIER fails to comply with this Clause. SUPPLIER shall also pro-actively advise CUSTOMER if it becomes aware of any quality related issues that may affect the GOODS and/or SERVICES, and the provisions of this Clause 3.3 shall otherwise apply as if the issue had been notified by CUSTOMER.

3.4 CUSTOMER may issue VARIATION ORDERS to SUPPLIER IN WRITING, and SUPPLIER shall carry out such VARIATION ORDERS. If any VARIATION ORDER causes an increase or decrease in the cost of, or the time required for the DELIVERY of any PRODUCT or the performance of any SERVICES an equitable adjustment shall be made in the purchase price and/or DELIVERY schedule IN WRITING. If no such agreement is achieved between SUPPLIER and CUSTOMER within a reasonable period of time, CUSTOMER may nevertheless instruct the performance of such VARIATION ORDER. The PARTIES afterwards shall agree on the consequences as provided hereinbefore. SUPPLIER shall carry out a variation only upon receipt of a WRITTEN VARIATION ORDER by CUSTOMER and continues to be bound by the other provisions of the CONTRACT.

3.5 Unless otherwise provided by law or by the CONTRACT, SUPPLIER must not suspend the DELIVERY of any GOODS or the provision of any SERVICES.

3.6 Where the ABB GTC allocate rights to CUSTOMER or any of its (relevant) AFFILIATES, such clause is not intended to extend SUPPLIER’s obligations, but to reflect that a CUSTOMER AFFILIATE may be the beneficiary of a CONTRACT or may otherwise be relevant. Where the ABB GTC require CUSTOMER to act (e.g.: to respond, to notify, to test etc.), CUSTOMER is entitled to have this carried out by a CUSTOMER AFFILIATE or a third party.

3.7 SUPPLIER is solely and exclusively responsible for any claims and/or lawsuits filed by its employees and/or

subcontractors in connection with the performance of the CONTRACT, and – unless caused by CUSTOMER's gross negligence or intentional act – SUPPLIER shall, without any limitations, defend, indemnify and hold CUSTOMER (and any relevant CUSTOMER AFFILIATE) harmless from and against any claim, proceeding, action, fine, loss, cost, damages and expenses arising out of or relating to any such claims and/or lawsuits, and any noncompliance with legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency applicable to SUPPLIER, its employees or Subcontractors. SUPPLIER undertakes to appear in court at its own cost if requested by CUSTOMER, acknowledging its status as sole and exclusive employer or contractual partner of its subcontractors, and to provide CUSTOMER (and/or any relevant CUSTOMER AFFILIATE) with all requested documentation and information necessary to ensure proper legal defense of CUSTOMER or its relevant AFFILIATES in court.

3.8 CUSTOMER reserves the right to make, or procure the making of, any payments to SUPPLIER's employees and subcontractors engaged to provide GOODS and/or SERVICES under the CONTRACT, in order to avoid lawsuits, liens or encumbrances. Such payments may be made through withholding SUPPLIER's credits, offsetting or in any other way. SUPPLIER shall provide any support requested by CUSTOMER with regard to such payments and indemnify and hold harmless CUSTOMER and its relevant AFFILIATES for any payments made.

4. PAYMENT, INVOICING

4.1 In consideration of the GOODS delivered and/or the SERVICES provided by SUPPLIER in accordance with the CONTRACT, CUSTOMER shall pay to SUPPLIER the purchase price stated in the CONTRACT provided the invoice fulfils the requirements defined in the CONTRACT. Payment shall be made in the country in which SUPPLIER is registered, to a bank account in the name of SUPPLIER. The price is inclusive of all fees and taxes (other than VAT or equivalent) and of all costs of manufacturing, processing, warehousing and packaging (including returning any returnable packaging) of any GOODS.

4.2 SUPPLIER shall submit invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and the specific CUSTOMER requirements, containing the following minimum information: SUPPLIER name, SUPPLIER address (via which SUPPLIER in fact can be contacted) and SUPPLIER's reference person including contact details; invoice date; invoice number; ORDER number and SUPPLIER number; address of CUSTOMER; quantity; specification of GOODS and/or SERVICES; price (total amount invoiced); tax base (net amount in total); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator (AEO) and/or Approved Exporter Authorization number and/or other customs identification number, if applicable; payment terms as agreed.

SUPPLIER shall state the ORDER number on all invoices (in particular but not limited to commercial, pro forma or customs

invoices). SUPPLIER shall indemnify and hold CUSTOMER harmless from and against any third-party claims (including claims by authorities, such as tax authorities) and cost arising from non-compliance by SUPPLIER with this Section 4.2.

4.3 Invoices must be sent to the billing address specified in the CONTRACT (or as otherwise agreed with CUSTOMER).

4.4 CUSTOMER shall pay the invoice in accordance with the payment terms agreed in the CONTRACT.

4.5 CUSTOMER will reimburse expenses only at cost and to the extent agreed IN WRITING.

4.6 SERVICES to be charged on the basis of hourly rates require WRITTEN confirmation of SUPPLIER's time sheets by CUSTOMER. SUPPLIER shall submit such time sheets to CUSTOMER for confirmation as may be instructed by CUSTOMER but latest together with any related invoice. Confirmation of time sheets cannot be construed as acknowledgement of any claims. CUSTOMER is not obliged to pay invoices based on time sheets which are not confirmed by CUSTOMER IN WRITING.

4.7 CUSTOMER reserves the right to set off or withhold payment for GOODS and/or SERVICES not provided in accordance with the CONTRACT.

4.8 If an invoice received by CUSTOMER is not paid by the due date, SUPPLIER may give notice IN WRITING that the amount is overdue. Thirty (30) days after receipt of notice, unless the payment is disputed in good faith by CUSTOMER, until receipt of the amount owed SUPPLIER may charge interest at the rate of three (3) percent above the 3-month LIBOR rate (for unsecured USD loans) on any unpaid and undisputed amount. This does not apply if the amount owed or its due date was rightly disputed by the CUSTOMER.

4.9 For the performance of the CONTRACT, SUPPLIER must not employ any person who does not have the required labor permit. Any engagement of subcontractors or any company for temporary workers (*Verleiher von Leiharbeitnehmern*) requires prior WRITTEN approval by CUSTOMER.

4.10 The following provisions shall apply to the extent that the German legislation concerning the delegation of employees (*Arbeitnehmerentsendegesetz*), the German legislation concerning the compliance with labor agreements (*Tarifstreugesetz*) and/or the German legislation concerning the payment of minimum wages (*Mindestlohngesetz*) is/are applicable (all together hereinafter: the "SPECIFIC LABOR LAWS"):

(i) SUPPLIER undertakes to comply with the SPECIFIC LABOR LAWS and to ensure compliance therewith by all of its direct or indirect subcontractors within the contract chain (collectively referred to as "EMPLOYED THIRD PARTIES").

(ii) SUPPLIER shall indemnify and hold CUSTOMER harmless from and against any liability or obligation of CUSTOMER towards third parties for SUPPLIER's or EMPLOYED THIRD PARTIES' breach of any of the SPECIFIC LABOR LAWS, including but without limitation to any administrative fines, fees and cost.

(iii) In case of SUPPLIER's or EMPLOYED THIRD PARTIES' non-compliance with any SPECIFIC LABOR LAWS, CUSTOMER shall be entitled to rescind the

CONTRACT or to terminate the CONTRACT with immediate effect.

(iv) In case CUSTOMER reasonably suspects that SUPPLIER or any EMPLOYED THIRD PARTY has breached any SPECIFIC LABOR LAWS, SUPPLIER shall prove by appropriate means compliance with such laws, e.g. by providing salary statements or time accounts (in pseudonymized form) or comparably meaningful documents evidencing compliance with the SPECIFIC LABOR LAWS.

4.11 SUPPLIER shall obtain a WRITTEN confirmation letter from its subcontractors and EMPLOYED THIRD PARTIES confirming compliance with the provisions stated in Sections 4.9 and 4.10 above prior to the commencement of their respective work under the CONTRACT.

5. DELIVERY, PERFORMANCE OF SERVICES

5.1 Unless agreed otherwise in the CONTRACT, the GOODS shall be delivered in accordance with INCOTERMS 2020 FCA, to the DELIVERY LOCATION.

5.2 The SERVICES shall be provided at the DELIVERY LOCATION or at the seat of CUSTOMER if no DELIVERY LOCATION is specified.

5.3 SUPPLIER shall provide no later than at the time of acceptance of the CONTRACT the following minimum information: number of packages and contents, the customs tariff numbers of the country of consignment, the countries of origin for all GOODS and the EU supplier declaration or other documents/declarations as proof of preferential and/or non-preferential origin.

5.4 The GOODS shall be delivered, and SERVICES shall be provided, during CUSTOMER's business hours (or those of the requested DELIVERY LOCATION) unless otherwise requested, or agreed to, by CUSTOMER.

5.5 Upon DELIVERY, SUPPLIER (or its appointed carrier) shall provide CUSTOMER (or, if requested, any nominated CUSTOMER AFFILIATE at the DELIVERY LOCATION) a DELIVERY note and any other required export and import documents mentioned in Clause 5.3 which do not have to be provided (or non-compliantly have not been provided) already at the time of concluding the CONTRACT. If CUSTOMER has approved partial DELIVERY or where SUPPLIER intends to have a partial DELIVERY and such partial DELIVERY reasonably should be accepted by CUSTOMER, such DELIVERY note shall also include the outstanding balance.

5.6 Ownership of the GOODS passes to CUSTOMER at DELIVERY. To the extent that the GOODS contain EMBEDDED SOFTWARE, ownership of such EMBEDDED SOFTWARE will not pass to CUSTOMER, but SUPPLIER shall grant, or – as applicable – shall procure that the third party owner grants, CUSTOMER and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the EMBEDDED SOFTWARE as integral part of such GOODS and/or for servicing either of them. For the avoidance of doubt, SUPPLIER shall have no rights of retention of title, and SUPPLIER will convey good title to the GOODS, free of any liens or encumbrances. Transfer of title and ownership in the GOODS to CUSTOMER shall not release

CUSTOMER from its obligation to pay for those GOODS, in accordance with the terms of the CONTRACT.

6. ACCEPTANCE

6.1 Any obligation or duty of CUSTOMER to inspect the GOODS shall be limited to the inspection without undue delay whether such GOODS meet the ordered quantity and type and whether externally visible defects or damages resulting from transport exist. In case as per applicable law CUSTOMER is obliged, or is under the duty, to inform SUPPLIER of defects, CUSTOMER shall be entitled to do so (i) in case of latent defects within two weeks and (ii) in case of other defects within one week, both upon the time of detection of the defect by CUSTOMER. The preceding provision shall apply accordingly in view of SERVICES. The provisions of Clause 6.1 shall not affect any applicable provision exempting CUSTOMER to a broader extent from such obligations or duties.

6.2 The SERVICES require a WRITTEN acceptance statement by CUSTOMER. Fictions of acceptance provided for under applicable law shall require under the CONTRACT that the SERVICES have been completely provided and are substantially in line with the CONTRACT. The PARTIES may agree also for other cases on a certain acceptance procedure, in which case acceptance will be subject to CUSTOMER's WRITTEN acceptance statement. SUPPLIER shall inform CUSTOMER (and any relevant CUSTOMER AFFILIATE) IN WRITING within a reasonable time period in advance when the GOODS and/or SERVICES are ready for acceptance.

6.3 CUSTOMER may enforce any remedy defined in the CONTRACT for any rejected GOODS or SERVICES.

7. DELAY

7.1 SUPPLIER will deliver the GOODS or provide the SERVICES in accordance with any date(s) or DELIVERY time(s) specified in the CONTRACT. If the DELIVERY of GOODS or the provision of SERVICES does not comply with the agreed date(s) or DELIVERY time(s), CUSTOMER may:

- (i) terminate or rescind the CONTRACT in whole or in part with Clauses 8.4.5 through 8.7 being applicable;
- (ii) refuse to accept any subsequent DELIVERY of the GOODS or provision of the SERVICES;
- (iii) recover from SUPPLIER any expenses reasonably incurred by CUSTOMER (or any relevant CUSTOMER AFFILIATE) in obtaining the GOODS and/or SERVICES in substitution from another supplier;
- (iv) claim the penalty for SUPPLIER's default with the date(s) as agreed in the CONTRACT. The penalty shall be payable at a rate specified in the CONTRACT. SUPPLIER shall pay the penalty upon WRITTEN demand or upon receipt of an invoice by CUSTOMER. The agreed penalty shall not affect CUSTOMER's claim for damages whatsoever nor shall the payment of such penalty relieve SUPPLIER from any of its obligations and liabilities under the CONTRACT. CUSTOMER shall be entitled to reserve the right to assert the penalty up to the time of final payment;
- (v) claim (in addition to the penalty under this Clause 7.1 (iv), if any) for any (exceeding) additional costs, losses or damages

incurred whatsoever by CUSTOMER (or by any relevant CUSTOMER AFFILIATE) which are reasonably attributable to SUPPLIER's failure to comply with the agreed date(s).

7.2 CUSTOMER may select one or more of the aforementioned remedies. Claiming costs or damages under any of Clauses 7.1 (iii) to (v) shall not exclude CUSTOMER from claiming any other costs or damages incurred in connection with a delay.

7.3 In case applicable law requires CUSTOMER to grant a grace period to SUPPLIER prior to claiming any of the rights and remedies under this Section 7, these shall only apply after CUSTOMER has set such grace period to SUPPLIER and SUPPLIER has not delivered or performed, as the case may be, within such period.

8. WARRANTY AND REMEDIES

8.1 SUPPLIER warrants that the GOODS and/or SERVICES comply with the CONTRACT, including but without limitation to SUPPLIER's responsibilities as defined in Clause 3.1.

8.2 SUPPLIER warrants that the GOODS are new and unused at the date of DELIVERY and remain free from defects during the warranty period.

8.3 The warranty period is twenty-four (24) months from DELIVERY and in case of SERVICES from complete performance thereof, or as otherwise set out in the CONTRACT.

8.4 In case of breach of any warranty which is not remedied within forty eight (48) hours from CUSTOMER's notification or such longer or shorter period reasonably to be granted by CUSTOMER in view of the circumstances involved, or in other cases where the applicable law waives the requirement to set a time period (grace period) for remedy, CUSTOMER is entitled to enforce any or all of the following remedies at its discretion and at SUPPLIER's expense:

8.4.1 to give SUPPLIER an opportunity to carry out any additional work necessary to ensure that the CONTRACT is fulfilled, i.e. in particular immediate repair or replacement of the defective GOODS and/or SERVICES;

8.4.2 to carry out (or to instruct a third party to carry out) any additional work necessary to make the GOODS and/or SERVICES comply with the CONTRACT;

8.4.3 to refuse any further GOODS and/or SERVICES by SUPPLIER;

8.4.4 to require SUPPLIER to indemnify and hold harmless CUSTOMER (and any relevant CUSTOMER AFFILIATE) for such damages as may have been sustained by CUSTOMER (or any relevant CUSTOMER AFFILIATE) as a result of SUPPLIER's breach of the CONTRACT;

8.4.5 to terminate the CONTRACT with immediate effect or rescind the CONTRACT; in such event

(i) CUSTOMER has no obligation to compensate or further pay (including paying for the GOODS and/or SERVICES which have been rejected); in case CUSTOMER chooses to rescind from the CONTRACT SUPPLIER shall pay back to CUSTOMER any remuneration received from CUSTOMER for

the GOODS and/or SERVICES and take back the GOODS at SUPPLIER's own cost and risk; and

(ii) CUSTOMER may source equivalent replacement GOODS and/or SERVICES from an alternative supplier; any resulting additional costs are to be borne by SUPPLIER.

8.5 The remedies as per Clauses 8.4 shall be at SUPPLIER's expense (including, but not limited to, transportation and installation, removal or assembly and dismantling costs) and risk.

8.6 In case of a breach of any warranty, the warranty period shall be extended by a time period which is equal to the time period for the performance of the remedial work by SUPPLIER. The same warranty period extension shall apply if the defective GOODS or SERVICES cannot be used for the intended purpose due to a defect. Any other provisions leading to an extension, starting anew or halt of the warranty period shall remain unaffected.

8.7 The rights and remedies available to CUSTOMER under the CONTRACT are cumulative and are not exclusive of any rights or remedies CUSTOMER may have as a result of defects whatsoever.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Without prejudice to Clause 9.2, SUPPLIER hereby grants CUSTOMER and its nominated AFFILIATES, or undertakes to procure that CUSTOMER is granted, a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the INTELLECTUAL PROPERTY RIGHTS in the GOODS, including EMBEDDED SOFTWARE, if any, or other software to be provided to under the CONTRACT, if any.

9.2 SUPPLIER herewith assigns to CUSTOMER (or will assign to CUSTOMER's nominated AFFILIATE) full ownership rights in any INTELLECTUAL PROPERTY RIGHTS in GOODS resulting from SUPPLIER's SERVICES. SUPPLIER further agrees, upon CUSTOMER's request and at its cost, to take all further steps necessary to perfect CUSTOMER's ownership (or that of its nominated AFFILIATE) to the INTELLECTUAL PROPERTY RIGHTS.

9.3 INTELLECTUAL PROPERTY RIGHTS in any GOODS developed by or licensed to SUPPLIER prior or outside a CONTRACT (hereinafter referred to as the "PRE-EXISTING IPR") will remain vested in SUPPLIER (or the third party owner). To the extent that PRE-EXISTING IPR are embedded in any GOODS, SUPPLIER grants, or undertakes to procure that the third party owner grants, CUSTOMER a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the PRE-EXISTING IPR as part of such GOODS, including the right to improve, develop, market, distribute, sublicense or otherwise use such PRE-EXISTING IPR.

9.4 SUPPLIER must specify IN WRITING and prior to DELIVERY any open source software contained in or used by EMBEDDED SOFTWARE, if any, and request for this the CUSTOMER's WRITTEN approval. SUPPLIER agrees to replace at its own cost any open source software components rejected by CUSTOMER with software of at least the same

quality and functionality. SUPPLIER shall indemnify and hold CUSTOMER harmless from and against all third party claims in view of the use of open source software in the GOODS or SERVICES.

9.5 If any claim is made against CUSTOMER (or any relevant CUSTOMER AFFILIATE) that the GOODS and/or SERVICES infringe a third party's INTELLECTUAL PROPERTY RIGHTS, SUPPLIER shall at its cost, but at CUSTOMER's discretion:

(i) procure for CUSTOMER (or relevant CUSTOMER AFFILIATES) and CUSTOMER's clients, as the case may be, the right to continue using the GOODS and/or SERVICES;

(ii) modify the GOODS and/or SERVICES so they cease to be infringing; or

(iii) replace the GOODS and/or SERVICES with non-infringing equivalents. Otherwise, CUSTOMER is entitled to terminate the CONTRACT with immediate effect and to reclaim all sums which it (or any relevant CUSTOMER AFFILIATE) has paid to SUPPLIER under the CONTRACT.

10. COMPLIANCE, INTEGRITY, SUSTAINABILITY

10.1 Both PARTIES will comply with all APPLICABLE INTEGRITY LAWS in connection with the CONTRACT and ensure that their respective employees, directors, officers, and AFFILIATES or third parties engaged in any manner in relation to the CONTRACT shall undertake to comply with all APPLICABLE INTEGRITY LAWS and the requirements set out in this Clause 10 in connection with the CONTRACT. 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 the CONTRACT.

10.2 SUPPLIER has reviewed, understands and agrees to perform its contractual obligations in accordance with the principles set out in the **ABB Code of Conduct** (available in English and other languages at <https://global.abb/group/en/about/integrity/standards/abb-code-of-conduct>). SUPPLIER has also reviewed, understands and agrees to comply with the **ABB Supplier Code of Conduct** (available in English and other languages at <https://global.abb/group/en/about/supplying/code-of-conduct>). SUPPLIER is hereby informed, and will inform its employees, officers, directors, AFFILIATES and third parties engaged in relation to the CONTRACT, of the following ABB reporting channels where any suspected or observed violations of APPLICABLE INTEGRITY LAWS, ABB Code of Conduct, ABB Supplier Code of Conduct, this Clause 10 or similar applicable rules may be reported, including anonymously:

Web portal:

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

Mail:

ABB Ltd, Legal & Integrity, Affolternstrasse 44,
8050 Zurich, Switzerland

10.3 SUPPLIER acknowledges that it will be subject to

CUSTOMER's applicable integrity risk management processes, including due diligence where applicable, in relation to APPLICABLE INTEGRITY LAWS. SUPPLIER undertakes and accepts liability for conducting an appropriate level of due diligence of their AFFILIATES and third parties engaged by SUPPLIER and for ensuring AFFILIATES and third parties undertake appropriate integrity provisions that are materially equal to this Clause 10.

10.4. SUPPLIER shall timely inform CUSTOMER of any material changes to information provided in connection with CUSTOMER's onboarding procedures or due diligence processes. SUPPLIER shall provide CUSTOMER with any additional information or certifications of compliance required upon request. SUPPLIER shall, upon CUSTOMER's request, ensure and certify that its employees, officers, directors, AFFILIATES or third parties engaged in connection with this CONTRACT have undergone industry standard integrity risk awareness training.

10.5 Each PARTY represents and warrants that neither it, nor any of their respective directors or officers, are a RESTRICTED PERSON. Each PARTY agrees that it shall promptly notify the other PARTY if it becomes a RESTRICTED PERSON.

10.6 SUPPLIER shall, at its own cost, be responsible for compliance with all applicable export laws and obtaining any necessary customs import clearance regarding the PRODUCTS and SERVICES. Unless otherwise agreed, SUPPLIER shall, at its own cost, obtain all export licenses and any other clearances or authorizations required under applicable TRADE CONTROL LAWS and provide CUSTOMER with WRITTEN notice of such license(s), clearance(s) or authorization(s) and all applicable conditions.

10.7 SUPPLIER agrees to provide CUSTOMER with WRITTEN notification that identifies whether GOODS and/or EMBEDDED SOFTWARE are subject to export controls. In particular, the SUPPLIER will notify CUSTOMER if the GOODS or EMBEDDED SOFTWARE are subject to the U.S. Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR"). Further, SUPPLIER shall provide CUSTOMER with all Harmonized Tariff Schedule Codes, Export Control Classification Numbers, Country of Origin certificate(s), manufacturer name, Free Trade Agreement qualification, and Chemical Abstract Service number, Material Safety Data Sheets (MSDS), if applicable, and any subsequent changes thereto, for any GOODS and/or EMBEDDED SOFTWARE provided in connection with the CONTRACT. Upon request, SUPPLIER agrees to provide to CUSTOMER all relevant information necessary to verify customs tariff codes.

10.8 SUPPLIER confirms that no goods, materials, parts, equipment, services, technology, technical data or software that are included in, incorporated into, or provided in connection with the CONTRACT, originate in, or are transshipped through, Cuba, Iran, North Korea, Syria, Russia, Belarus, and Crimea, Donetsk, Kherson, Zaporizhzhia and Luhansk regions of Ukraine (such list may be amended by CUSTOMER from time to time). Further, SUPPLIER will not take any action, furnish any information, or make any request that would be

reportable or would result in a violation of law or penalty for CUSTOMER or any of its AFFILIATES under any applicable TRADE CONTROL LAWS.

10.9 SUPPLIER shall, throughout the course of the CONTRACT and for a period of five (5) years after the completion of this CONTRACT, maintain complete and accurate RECORDS. CUSTOMER and its authorized representatives shall have the right to access and audit, including obtain copies of or extracts from the RECORDS kept by SUPPLIER or its employees. SUPPLIER shall procure this accordingly with regard to RECORDS which are kept with third parties, including, but not limited to, agents, assignees, AFFILIATES, successors or other third parties engaged by SUPPLIER in connection with the CONTRACT. Such RECORDS shall be made available to CUSTOMER during normal business hours at SUPPLIER's office or other place of business, subject to three (3) days WRITTEN notice by CUSTOMER. If audited data includes any commercially sensitive information of SUPPLIER or other third parties, such data will only be made available to the members of the CUSTOMER integrity team who are not involved in day-to-day operations of any business that competes with SUPPLIER or to an independent third-party auditor, if appointed by CUSTOMER for the purposes of the audit. Said commercially sensitive information will be considered by CUSTOMER as SUPPLIER's confidential information not to be disclosed otherwise without SUPPLIERS approval.

10.10 SUPPLIER shall immediately notify CUSTOMER IN WRITING of any potential or actual breach of APPLICABLE INTEGRITY LAWS, ABB SUPPLIER Code of Conduct, or this Clause 10 by either SUPPLIER, its AFFILIATES, or any third parties engaged by SUPPLIER in relation to the CONTRACT. In the event of such notification or in the event that CUSTOMER otherwise has reason to believe that a potential or possible breach has occurred, SUPPLIER shall comply with CUSTOMER's requests for information about the breach. This includes, in line with Clause 10.9 above, to make available SUPPLIER's RECORDS for any audits, inquiries or investigation which CUSTOMER deems necessary and to procure that SUPPLIER's employees, officers, directors and any AFFILIATES or third parties engaged in relation to the CONTRACT contribute to such audits, inquiries or investigations accordingly. CUSTOMER may withhold payments until such time as CUSTOMER has received confirmation to its satisfaction that no breach has occurred or will occur. CUSTOMER shall not be liable to SUPPLIER for any claim, losses or damage whatsoever related to its decision to suspend or withhold payments under this provision.

10.11.1 SUPPLIER must comply and procures that its subcontractors comply with the ABB List of Prohibited and Restricted Substances (available at <https://global.abb/group/en/about/supplying/material-compliance>). Under this link, a respective SUPPLIER guide is also made available.

10.11.2 Regarding the use of CONFLICT MINERALS, SUPPLIER has to (i) take the necessary steps to demonstrate that any CONFLICT MINERALS contained in the GOODS supplied to CUSTOMER or CUSTOMER AFFILIATES

originate from conflict-free sources; (ii) extend the search further down its supply chain, if necessary, in order to determine the source of specified minerals; and (iii) provide CUSTOMER (and any relevant CUSTOMER AFFILIATE) with documents, certificates and statements as requested. Further information and guidance with regard to CONFLICT MINERALS can be found at <https://global.abb/group/en/about/supplying/responsible-minerals>.

10.11.3 Any statement made by SUPPLIER to CUSTOMER (whether directly or indirectly) with regard to materials used for or in connection with the GOODS and/or SERVICES will be deemed to be a representation under the CONTRACT.

10.12.1 Pursuant to the terms of the SUPPLY CHAIN ACT, CUSTOMER must comply with certain human rights-related and environment-related supply chain due diligence obligations to prevent or minimize the human rights risks or the environment-related risks and to end the violation of human rights or damage to the environment.

10.12.2 If and to the extent the CUSTOMER – according to its risk analysis – identifies human rights and environment-related risks or violations within the meaning of Section 2 of the SUPPLY CHAIN ACT related to SUPPLIER and/or suppliers of SUPPLIER,

(i) SUPPLIER must comply with CUSTOMER's EXPECTATIONS to prevent or minimize any such risks and not to commit any corresponding violations, and must appropriately address the EXPECTATIONS vis-à-vis its suppliers along its supply chain; and

(ii) SUPPLIER must implement and provide documentation of initial and further training measures to its officers and employees regarding compliance with the EXPECTATIONS; and

(iii) CUSTOMER may, upon reasonable prior WRITTEN notice, conduct audits to verify SUPPLIER's compliance with this Clause 10.12, either by CUSTOMER, a CUSTOMER AFFILIATE or a third-party auditor appointed by CUSTOMER. In this case, SUPPLIER must provide CUSTOMER, CUSTOMER AFFILIATE or such third-party auditor with all data, documents and other information, whether in WRITTEN, oral and/or electronic form, as reasonably requested.

10.12.3 If evidence of a violation by SUPPLIER is revealed, SUPPLIER must implement and execute appropriate corrective measures as reasonably requested by CUSTOMER IN WRITING (compare Sec. 7 of the SUPPLY CHAIN ACT). If the violation committed by SUPPLIER as determined by CUSTOMER is such that it cannot be ended in the foreseeable future, SUPPLIER must without undue delay cooperate with CUSTOMER to jointly develop and SUPPLIER must then implement a corrective action plan containing a detailed timetable to end or minimize such violation. CUSTOMER has the right to temporarily suspend the business relationship with SUPPLIER until such corrective action plan is implemented.

10.12.4 CUSTOMER may terminate a CONTRACT with immediate effect if (i) the violation is assessed as serious, and

(ii) the implementation of the measures developed in the mentioned remedial plan does not remedy the situation after the time specified in such plan has elapsed, and (iii) CUSTOMER has no other less severe means at its disposal and increasing the ability to exert influence has no prospect of success. SUPPLIER shall not be entitled to any compensation, damages or other claims arising out of or in connection with such termination or suspension under clause 10.12.3.

10.12.5 SUPPLIER grants the CUSTOMER and/or a CUSTOMER AFFILIATE the right to carry out trainings for employees of SUPPLIER or have such trainings carried out by a third party, once a year and/or if there is a relevant reason to do so, e.g. in case SUPPLIER introduces new products or services or changes its fields of business.

10.12.6 SUPPLIER ensures, also with its suppliers, that the ABB reporting channels mentioned in Clause 10.2 of these ABB GTC are used to report risks and (suspected) violations also in relation to the SUPPLY CHAIN ACT.

10.13.1 SUPPLIER acknowledges that CUSTOMER has or may have obligations under legislation relating to sustainability, including but not limited to the EU Carbon Border Adjustment Mechanism (CBAM), the EU Corporate Sustainability Due Diligence Directive (CSDDD), the EU Corporate Sustainability Reporting Directive (CSRD), EU Deforestation Regulation (EUDR), the EU Forced Labour Regulation (EUFLR) and the provisions transposing such legislation into or, respectively, implementing such legislation in national law.

10.13.2 SUPPLIER shall support CUSTOMER with fulfilling such obligations, in particular by way of providing CUSTOMER with – according to such legislation – relevant information and data. For this purpose, CUSTOMER will specify, once or from time to time, the information, data or other kind of support it requires for fulfilling such requirements. SUPPLIER acknowledges that the support may be required long before such legislation starts to apply and/or at short notice, in particular when deadlines determined by law or an authority must be met.

10.13.3 In case SUPPLIER demonstrates that also SUPPLIER has obligations under such legislation relating to sustainability requiring SUPPLIER to receive relevant information or data from CUSTOMER, sentences 2-4 of this Clause 10.13. shall apply vice versa in relation to CUSTOMER.

11. CONFIDENTIALITY, DATA SECURITY, DATA PRIVACY

11.1 SUPPLIER shall treat confidential all CUSTOMER DATA and any other information concerning CUSTOMER's or its AFFILIATE's business, their products and/or their technologies which SUPPLIER obtains in connection with the GOODS and/or SERVICES to be provided (whether before or after conclusion of the CONTRACT). SUPPLIER shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties on a need to know basis for the purpose of the provision of the

GOODS and/or SERVICES to CUSTOMER. SUPPLIER 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 SUPPLIER and will be liable for any unauthorized disclosures.

11.2.1 SUPPLIER may disclose confidential information to SUPPLIER's authorized representatives, including auditors, legal counsels, consultants and advisors (hereinafter the "PERMITTED ADDITIONAL RECIPIENTS") provided always that: (i) such information is disclosed on a strict need-to-know basis, and (ii) such PERMITTED ADDITIONAL RECIPIENTS sign with SUPPLIER 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.

11.2.2 SUPPLIER shall comply with, and ensure that the PERMITTED ADDITIONAL RECIPIENTS comply with, any security procedure, policy or standard provided to SUPPLIER by CUSTOMER or any of its AFFILIATES from time to time, in particular with the ABB Cyber Security Requirements for Suppliers (as made available under <https://global.abb/group/en/about/supplying/cybersecurity>) or as otherwise set out in the CONTRACT.

11.3 SUPPLIER must not (i) use CUSTOMER DATA for any other purposes than for providing the GOODS and/or SERVICES, or (ii) reproduce the CUSTOMER DATA in whole or in part in any form except as may be required by the CONTRACT, or (iii) disclose CUSTOMER DATA to any third party, except to PERMITTED ADDITIONAL RECIPIENTS or with the prior WRITTEN consent of CUSTOMER.

11.4 SUPPLIER shall install and keep up to date at its own cost adequate cyber security measures, for example virus protection software, firewalls and operating system security patches, for all computers and software utilized in connection with providing the GOODS and/or SERVICES.

11.5 SUPPLIER shall inform CUSTOMER (and any affected CUSTOMER AFFILIATE) without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any CUSTOMER DATA.

11.6 SUPPLIER agrees that CUSTOMER (and any affected CUSTOMER AFFILIATE) may provide any information received from SUPPLIER to other CUSTOMER AFFILIATES and to third parties.

11.7.1 If CUSTOMER or a CUSTOMER AFFILIATE discloses PERSONAL DATA to SUPPLIER or SUPPLIER otherwise gets access to such PERSONAL DATA, SUPPLIER shall comply with all applicable data protection laws and regulations.

11.7.2 SUPPLIER shall apply appropriate physical, technical and organizational security measures to ensure a level of protection of the PERSONAL DATA which is appropriate in relation to the type and scope of the CUSTOMER data concerned, the circumstances and purposes of the processing as well as the generally accepted standards of protection in the related industry.

11.7.3 SUPPLIER shall use all reasonable efforts to provide its employees that will be involved in the DELIVERY of GOODS or the provision of SERVICES for CUSTOMER with the ABB Data Protection Notice for Business Partners (available at <https://new.abb.com/privacy-policy/de/datenschutz-deutschland>).

11.7.4 SUPPLIER acknowledges that processing PERSONAL DATA in accordance with the CONTRACT may require entering into an additional data processing or data protection agreements with CUSTOMER or its AFFILIATES, in particular to the extent such additional agreements are not initially concluded as part of the CONTRACT. In such case SUPPLIER, its relevant AFFILIATES or subcontractors shall upon CUSTOMER's request promptly enter into any such agreement(s), as required by mandatory law or a competent data protection authority or another competent authority and as designated by CUSTOMER.

12. LIABILITY AND INDEMNITY

12.1 Without prejudice to applicable mandatory law, SUPPLIER shall without any limitations be liable for, and indemnify and hold harmless CUSTOMER and/or any affected CUSTOMER AFFILIATE from, any liability, damage, cost, loss or expense incurred by CUSTOMER (or such CUSTOMER AFFILIATE) as a result of SUPPLIER's culpable breach of the CONTRACT and/or APPLICABLE INTEGRITY LAWS in connection with this CONTRACT. Upon CUSTOMER's request, SUPPLIER shall defend CUSTOMER (or any affected CUSTOMER AFFILIATE) against any such third party claims.

12.2 SUPPLIER is responsible for the control and management of all its employees, suppliers and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of SUPPLIER.

12.3 SUPPLIER shall maintain in force, and upon request provide evidence of, adequate liability insurance as well as statutory worker's compensation/employer's liability insurance with reputable and financially sound insurers, which however will not relieve SUPPLIER from any liability towards CUSTOMER (or any affected CUSTOMER AFFILIATE). The insured amount cannot be considered as limitation of liability.

12.4 CUSTOMER reserves the right to set off any claims in connection with a CONTRACT against any amounts owed to SUPPLIER, also under other contractual or legal relationships.

13. TERMINATION

13.1 CUSTOMER may terminate the CONTRACT for convenience in whole or in part by giving SUPPLIER thirty (30) calendar days WRITTEN notice. In such event CUSTOMER shall pay to SUPPLIER the value of the delivered but unpaid GOODS and/or SERVICES (provided that such GOODS and/or SERVICES otherwise comply with the CONTRACT) and proven direct costs reasonably incurred by SUPPLIER for undelivered GOODS and/or SERVICES, however in no event more than the price for the GOODS and/or SERVICES agreed under the CONTRACT. No further compensation will be due to SUPPLIER.

13.2 In the event of SUPPLIER's breach of the CONTRACT, CUSTOMER is entitled to terminate or rescind the CONTRACT with Clauses 8.4.5 through 8.7 being applicable.

13.3 CUSTOMER may further terminate the CONTRACT by WRITTEN notice with immediate effect if (i) an injunction is issued against SUPPLIER, with material effect on the performance of the CONTRACT; or (ii) there is a material deterioration in the financial or economic situation of SUPPLIER or its liquidation is resolved (by its shareholders); or (iii) SUPPLIER ceases or threatens to cease to carry on a substantial part of its business, whether voluntarily or involuntarily, and this adversely affects or threatens to adversely affect its ability to perform its obligations under the CONTRACT; or (iv) there is a change of control of SUPPLIER.

13.4 Upon termination according to Clause 13.1 to 13.3 by CUSTOMER, SUPPLIER shall immediately at its own cost transfer to CUSTOMER (or relevant CUSTOMER AFFILIATE) any GOODS or partly finished GOODS or any other work results, including any CUSTOMER or CUSTOMER AFFILIATE data, and complete documentation for the ordered GOODS and/or SERVICES, and shall transfer to CUSTOMER any INTELLECTUAL PROPERTY RIGHTS.

13.5 The ABB GTC shall not limit either PARTY's right provided by applicable law to terminate the CONTRACT for cause (*aus wichtigem Grund*). If the applicable law in such cases also provides for a partial termination, the termination of the whole CONTRACT shall only be admissible if the important reason requires the termination of the whole CONTRACT (as opposed to partial termination).

14. FORCE MAJEURE

14.1 Neither PARTY (nor any CUSTOMER AFFILIATE receiving the GOODS and/or SERVICES) will be liable for any delay or failure to perform its obligations under a CONTRACT if the delay or failure results from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected PARTY (or CUSTOMER AFFILIATE) at the time of execution of the CONTRACT, is unavoidable and outside the reasonable control of the affected PARTY (or CUSTOMER AFFILIATE), provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other PARTY (and, in the case of SUPPLIER being affected, to any relevant CUSTOMER AFFILIATE) within five (5) calendar days from occurrence of the Force Majeure event.

14.2 If a Force Majeure event exceeds thirty (30) calendar days, either PARTY may terminate the CONTRACT with immediate effect by WRITTEN notice without liability. Each PARTY shall use reasonable efforts to minimize the effects of the Force Majeure event.

15. ASSIGNMENT AND SUBCONTRACTING

15.1 SUPPLIER may neither assign, nor novate, transfer, encumber or subcontract the CONTRACT, nor any parts thereof (including any claim against the CUSTOMER) nor engage any third party to perform whole or part of part of SUPPLIER's obligations under the CONTRACT without CUSTOMER's

prior WRITTEN approval.

15.2 Upon CUSTOMER's request, SUPPLIER shall provide CUSTOMER with all requested information related to AFFILIATES or third parties engaged by SUPPLIER in connection with this CONTRACT. CUSTOMER, in its reasonable judgment, shall have the right to reject or request replacement or immediate termination of any third party.

15.3 CUSTOMER may assign, novate, transfer, subcontract the CONTRACT in whole or in part to one of its AFFILIATES or to any successor in interest or in title who acquires that part of CUSTOMER's business which the relevant CONTRACT relates to (and such transferee may do the same).

16. NOTICES

Any notice under the CONTRACT shall be given by registered mail, courier, fax or e-mail to the address of the relevant PARTY as stated in the CONTRACT or to such other address as such PARTY may have notified IN WRITING (including CUSTOMER AFFILIATES). SUPPLIER's correspondence, information or documentation related to the CONTRACT must be provided in the language used in the CONTRACT, unless the CUSTOMER approves a different language version IN WRITING.

17. NO WAIVERS

Failure of CUSTOMER (or relevant CUSTOMER AFFILIATE) to enforce or exercise any term of the CONTRACT does not constitute a waiver of such term and does not affect the right to enforce such or any other term therein contained at a later date.

18. GOVERNING LAW, DISPUTES

18.1 The CONTRACT is governed by the laws of Germany under exclusion of its conflict of law rules and the United Nations Convention on International Sale of GOODS.

18.2 All disputes arising out of or in connection with the CONTRACT or its validity shall be finally settled by the competent state court at the registered seat of CUSTOMER.

19. SEVERABILITY, SURVIVAL

19.1 The invalidity or unenforceability of any term of the CONTRACT will not adversely affect the validity or enforceability of the remaining terms. The CONTRACT shall be given effect in a manner that the invalid or unenforceable term is replaced by a valid and enforceable term which comes as close as possible to the economic effect of the invalid or unenforceable term.

19.2 Provisions of the CONTRACT which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination. This applies in particular, but not limited to, Clauses 8 to 12.

20. ENTIRETY, ORDER OF PRECEDENCE

20.1 The CONTRACT (incorporating these ABB GTC), and any documents incorporated into an ORDER by CUSTOMER constitute the entire agreement between the PARTIES and replaces any prior agreement between them with regard to its subject.

20.2 In the event of any inconsistency between documents comprising the CONTRACT, the following order of precedence shall apply:

- (i) any CONTRACT established by the CUSTOMER including deviations from or amendments to these ABB GTC to the extent they are explicitly identified and approved by CUSTOMER in that CONTRACT;
- (ii) these ABB GTC.

20.3 For the avoidance of doubt, any other terms and conditions set out, or referenced, in any other document than referenced in this Section 20 shall not apply, nor form part of any CONTRACT. This applies in particular, but not limited to, to any general terms and conditions of SUPPLIER (or any of its AFFILIATES) referenced in any offer, order acknowledgement or other document issued by SUPPLIER.

21. RELATIONSHIP OF THE PARTIES

21.1 The relationship of the PARTIES is that of independent parties dealing at arm's length and nothing in the CONTRACT may be construed to constitute SUPPLIER as an agent or employee of CUSTOMER (or of any relevant CUSTOMER AFFILIATE) or to constitute any kind of partnership with CUSTOMER or any CUSTOMER AFFILIATE. SUPPLIER must not represent itself as the CUSTOMER or its AFFILIATE or act on behalf of CUSTOMER or its AFFILIATES.

21.2 The CONTRACT does not imply any employment relationship between CUSTOMER (or any CUSTOMER AFFILIATE) and SUPPLIER or between CUSTOMER (or any CUSTOMER AFFILIATE) and SUPPLIER's employees assigned to the execution of the CONTRACT. CUSTOMER and its AFFILIATES remain free of any responsibility or liability for any labor, social security or tax matter with respect to SUPPLIER and its employees assigned to the execution of the CONTRACT.