

# ABB GENERAL TERMS AND CONDITIONS

## FOR PURCHASE OF GOODS AND/OR SERVICES (2024-2 UK)

### 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 (2024-2 UK);

**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 UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws, regulations and international frameworks.

**Affiliate:** any entity which directly or indirectly controls, is controlled by, or is under common control with a Party;

**Contract:** a written agreement and/or the Order for the purchase of Goods and/or Services by Customer from Supplier which shall incorporate by reference these ABB GTC, and 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's 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;

**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 worldwide 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;

**Restricted Person:** any entity or person 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 (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person);

**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 United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland;

**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);

**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.

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.

1.4 Any reference in the Contract to any statute or provision of a statute shall be construed as a reference to that statute or provision as from time to time amended, consolidated, supplemented, replaced, re-enacted or extended.

### 2. APPLICATION

2.1 The ABB GTC govern the Contract.

2.2 No terms or conditions delivered with or contained in Supplier's quotations, acknowledgements, acceptances, specifications, or similar documents will form part of the Contract, and Supplier waives any right which it might have to rely on such terms or conditions.

2.3 Supplier shall accept the Contract either expressly by written statement or impliedly by fulfilling the Contract in whole or in part.

2.4 Any amendments to the Contract 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 fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Goods and/or Services would ordinarily be used.

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 preserve and protect the Goods, and sufficient to enable safe unloading and inspection at the relevant Delivery Location.

3.3 When Customer (or a Customer Affiliate at a relevant Delivery Location) identifies quality related issues on the part of Supplier, Customer (or Customer Affiliate) will notify Supplier thereof. Notwithstanding other remedies available to Customer under the Contract, Customer may instruct Supplier to undertake at Supplier's risk and expense an analysis into the root cause(s) of the quality related issues; such analysis being undertaken and reported to Customer within ten (10) calendar days of the notification of the quality related issue(s). Customer reserves the right to undertake an audit (carried out by Customer's nominated personnel, which may include third party experts or Customer Affiliate staff) 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, 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 performance of, any Services or Goods, an equitable adjustment shall be made in the purchase price and/or Delivery schedule in writing. Any Supplier claim for adjustment under this Clause will be deemed waived unless asserted within thirty (30) calendar days from Supplier's receipt of the Variation Order. Variation Orders requested by Supplier only become effective after written confirmation by Customer. Alternatively, Customer may request that Supplier provides a quotation for a variation prior to issuing a Variation Order. As soon as possible after receipt of a request for a variation, Supplier shall notify Customer in writing whether and how the variation can be carried out, stating the resulting alteration to the Order price, the time for completion and other terms of the Contract. Supplier shall not commence work on any variation until it has received a Variation Order from Customer instructing that variation.

3.5 Except as permitted under the Housing Grants, Construction and Regeneration Act 1996, to the extent it is applicable to the Contract, Supplier must not suspend the Delivery of any Goods or the provision of any Services.

3.6 To the maximum extent permitted at law, Supplier assumes full and exclusive responsibility for any occupational accident that occurs, or disease that affects, its employees and its subcontractors in relation to the provision of the Goods and/or Services.

3.7 To the maximum extent permitted at law, Supplier is solely and exclusively responsible for any claims and/or lawsuits filed by its employees and/or subcontractors, and 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, 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 Affiliates in court.

3.8 Customer is authorised to make, or procure the making of, any payments due to Supplier's employees and subcontractors providing 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 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 by Customer. 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, address and 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); currency; tax or VAT amount; tax or VAT number; Authorised Economic Operator and/or Approved Exporter Authorisation number and/or other customs identification number, if applicable; payment terms as agreed. Supplier shall state the Order number on all invoices (but not limited to commercial, pro forma or customs invoices).

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 charged based on 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, Supplier may charge interest at the rate of 3% above the 3-month LIBOR rate (for unsecured USD loans) on any unpaid and undisputed amount, from the date payment fell due (or such other date as may be agreed in writing between the Parties), until receipt of the amount owed. Supplier acknowledges and agrees that this Clause 4.8 provides Supplier with a substantial remedy in respect of any late payment of sums due under any 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. For the avoidance of doubt, partial delivery shall not be accepted unless otherwise agreed by the Parties. Any risk of loss or damage to the Goods and/or Services which does not pass in accordance with INCOTERMS 2020 FCA shall pass to Customer on completion.

5.2 Where Customer is to provide cranes, lifting equipment, measuring and testing instruments and/or equipment for transport on the site, Supplier shall specify in writing its requirements concerning such cranes, lifting equipment, measuring and testing instruments and equipment at the latest five weeks before the agreed date for starting the Services which are to be carried out on site.

5.3 Supplier shall in good time provide free of charge information and drawings showing the manner in which the Goods are to be installed and commissioned, together with all information required for preparing suitable foundations, for providing access for the Goods and any necessary equipment to the site and for making all necessary connections to the Goods and/or Services.

5.4 Supplier shall, not later than the date of Delivery, provide free of charge, all information and drawings which are necessary to permit

Customer to operate and maintain the Goods, such information and drawings to be supplied in the number of copies agreed upon or if no agreement at least one copy of each.

5.5 Supplier shall work safely at all times. If in Supplier's opinion it is not safe to commence or continue working, Supplier shall immediately notify Customer's project manager. Supplier shall comply with all applicable health, safety and environmental legislation and any associated guidance booklets and hereby acknowledges receipt of and confirms it shall comply with the ABB Construction Site Quality, Health, Safety & Environmental Requirements and PPE Policy Technical Documentation.

5.6 The Services shall be provided at the Delivery Location.

5.7 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, and the countries of origin for all Goods.

5.8 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 by Customer.

5.9 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 not mentioned in Clause 5.7. If Customer has approved partial delivery, such delivery note shall also include the outstanding balance.

5.10 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 (but 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 Delivery of Goods or provision of Services shall not be deemed to be acceptance of such Goods or Services by Customer. Customer (or its nominated Customer Affiliate at the Delivery Location) shall have reasonable time to inspect or test the Goods and/or Services and to report any defects to Supplier. If a defect in the Goods and/or Services was not reasonably detectable during the inspection, Customer (or its nominated Customer Affiliate at the Delivery Location) shall have reasonable time to provide notice of such defect after it has become apparent and/or to reject the Goods and/or Services.

6.2 The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to Customer's written acceptance statement (or that of Customer's nominated Affiliate). Where the Contract does not specify technical requirements, acceptance tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of use. Supplier shall inform Customer (and any relevant Customer Affiliate) in writing within a reasonable time in advance when the Goods and/or Services are ready for acceptance and in good time to permit Customer to be represented at any tests. Supplier shall bear all costs for acceptance tests carried out at the place of manufacture.

6.3 Customer may enforce any remedy available to it under the terms of the Contract for any rejected Goods or Services.

## 7. DELAY

7.1 If Supplier anticipates that it will not be able to fulfil its obligations for Delivery of the Goods or the provision of Services before or at the time for Delivery or completion, it shall forthwith notify Customer thereof in writing, stating the reason and the time when Delivery and/or completion can be expected. If Supplier fails to give such notice, Customer shall be entitled to compensation for any additional costs which it incurs and which it could have avoided had it received such notice.

7.2 Supplier will deliver Goods in accordance with any date or time, and at least in accordance with any lead times, specified in the Contract. If the Delivery of Goods or the provision of Services does not comply with the agreed date(s), Customer may:

7.2.1 terminate the Contract in whole or in part;

7.2.2 refuse any subsequent delivery of the Goods or provision of the Services;

7.2.3 recover from Supplier any expenses reasonably incurred by Customer (or any affected Customer Affiliate) in obtaining the Goods and/or Services in substitution from another supplier;

7.2.4 claim damages for any cost, loss, expenses and liquidated damages incurred by Customer (or by any affected Customer Affiliate) which are attributable to Supplier's delay;

7.2.5 claim liquidated damages as agreed in the Contract;

and it is agreed that Customer may select one or more such remedies and recovering costs or damages under any of Clauses 7.2.3 to 7.2.5 shall not exclude Customer from recovering other costs or damages under the other parts of this Clause 7.

## 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 for Goods and/or Services is twenty-four (24) months from provision of all Goods and/or Services under the Contract, or as otherwise set out in the Contract.

8.4 In case of breach of any warranty which is not remedied at Supplier's risk and expense (including, but not limited to, with regard to transportation) within forty-eight (48) hours from Customer's notification, or in case of any other breach of the Contract, Customer is entitled to enforce any or all of the following remedies at its discretion and at Supplier's risk and expense:

8.4.1 to give Supplier an opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled;

8.4.2 to require Supplier promptly to repair or replace the defective Goods and/or Services;

8.4.3 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;

8.4.4 to refuse any further Goods and/or Services;

8.4.5 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 Customer Affiliate) as a result of Supplier's breach of the Contract;

8.4.6 to terminate the Contract upon written notice, and in such event:

8.4.6.1 Customer has no obligation to compensate Supplier (including paying for the Goods and/or Services which have been rejected); and

8.4.6.2 at Customer's option, 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

8.4.6.3 Customer may source equivalent replacement goods and/or services from an alternative supplier (with any incremental costs incurred in doing so being for Supplier's account).

8.5 In case of a breach of any warranty, the entire warranty period shall be restarted for the defective Goods/Services from the date the remediation is completed to Customer's satisfaction.

8.6 The rights and remedies available to Customer under the Contract are cumulative and are not exclusive of any rights or remedies available at law or in equity.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Subject to Clause 9.2, Supplier hereby grants Customer and its Affiliates, or undertakes to procure that Customer and its Affiliates are 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.

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 the 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 created by or licensed to Supplier prior or outside a Contract (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 resulting from the Services, Supplier grants, or undertakes to procure that the third party owner grants, Customer and its Affiliates 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 all open-source software contained in or used by Embedded Software, if any, and request 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.

9.5 If any claim is made against Customer (or any 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, Customer's 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 and to reclaim all sums which it, or any Customer Affiliate, has paid to Supplier thereunder.

## 10. INTEGRITY PROVISIONS

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 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 [ABB Code of Conduct](#) and [ABB's Supplier 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, these Integrity Provisions or similar applicable rules may be reported, including anonymously (where permitted by law):

Web portal: [www.abb.com/integrity](http://www.abb.com/integrity)

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. Supplier undertakes and accepts liability for conducting an appropriate level of due diligence of their Affiliates and third parties engaged by Supplier in connection with this Contract and ensuring Affiliates and third parties undertake appropriate integrity provisions that are materially equal to this Clause.

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. Unless otherwise agreed, Supplier shall, at its own cost, obtain all export licenses and any other clearances or authorisations required under applicable Trade Control Laws and provide Customer with written notice of such license(s), clearance(s) or authorisation(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 Harmonised 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 this 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 transhipped 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 antiboycott laws and regulations.

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 authorised representatives shall have the right to access and audit, including obtain copies of or extracts from the Records, including, but not limited to those kept by Supplier, its employees, agents, assigns, Affiliates, successors or third parties engaged in connection with the Contract. Such Records shall be made available to Customer during normal business hours at the 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 the 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 the 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 Integrity Clause by either the 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, including making available its Records, employees, officers, directors and any Affiliates or third parties engaged in relation to the Contract for any audits, inquiries or investigation which Customer deems necessary and in line with Clause 10.9 above. 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 damages whatsoever related to its decision to suspend or withhold payments under this provision.

10.11 Supplier and its subcontractors must comply with the ABB List of Prohibited and Restricted Substances and report to Customer (and/or any Customer Affiliate operating at the relevant Delivery Location) the substances contained in the Goods. Supplier must also comply with the reporting and other requirements regarding Conflict Minerals made available under [www.abb.com](http://www.abb.com) – **Supplying – Material Compliance – ABB Policy and Supplier Requirements** or otherwise and shall provide Customer (and any relevant Customer Affiliate) with documents, certificates and statements as requested. 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.

## **11. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION**

11.1 Supplier shall keep in strict confidence all Customer Data and any other information concerning Customer's or its Affiliates' 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 acceptance of the Contract). Supplier 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 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 unauthorised disclosures.

11.2 Supplier shall apply appropriate safeguards, adequate to the type of Customer Data to be protected, against the unauthorised access or disclosure of Customer Data and protect such Customer 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. Supplier may disclose confidential information to Permitted Additional Recipients (which means Supplier's authorised representatives, including auditors, legal counsel, 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 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. 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, and in particular with the ABB Cyber Security Requirements for Suppliers as made available under [www.abb.com/Supplying/Cybersecurity](http://www.abb.com/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 update at its own cost adequate virus protection software and operating system security patches for all computers and software utilised 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 Affiliates of Customer and to third parties.

### **11.7 Protection of Personal Data**

11.7.1 If Customer discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations.

11.7.2 Supplier shall apply appropriate physical, technical and organisational 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.

11.7.3 Supplier will use all reasonable endeavors to deliver the applicable Customer's Privacy Notice (Supplier or Contractor Notice) made available at [www.abb.com/Privacy Notices](http://www.abb.com/Privacy Notices) to its employees that will be involved in the delivery of Goods or the provision of Services for Customer.

11.7.4 Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 11 which in Customer's or its Affiliates' reasonable opinion are required to be made 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 Customer.

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

## **12. LIABILITY AND INDEMNITY**

12.1 Without prejudice to applicable mandatory law, Supplier shall, without any limitations, indemnify and hold harmless Customer, and any affected Customer Affiliate, for all liabilities, damages, cost, losses or expenses incurred by Customer (or such Customer Affiliate) as a result of Supplier's breach of the Contract and/or Applicable Integrity Laws in connection to this Contract. Supplier shall, without any limitations, indemnify and hold harmless Customer and each relevant Customer Affiliate for any claim made by a third party against Customer (or such Customer Affiliate) in connection with the Goods and/or Services, including but without limitation to claims that such Goods and/or Services infringe a third party's Intellectual Property Rights. Upon Customer's request Supplier shall defend Customer (or any relevant Customer Affiliate) against any 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 insurance with reputable and financially sound insurers, which however will not relieve Supplier from any liability towards Customer (or any Customer Affiliate), and shall upon request provide evidence of the following:

12.3.1 Employers liability insurance, fully compliant with any legislation applicable to the performance of this Contract; and

12.3.2 public and products liability insurance with a minimum liability of not less than five million GBP (£ 5,000,000) for any one event.

The insured amount cannot be considered as limitation of liability.

12.4 Customer reserves the right to set off any claims under a Contract against any amounts owed to Supplier.

## **13. ANTICIPATED NON-PERFORMANCE**

Notwithstanding other provisions in the ABB GTC regarding suspension, Customer shall be entitled to suspend performance of its obligations under the Contract, where it is clear from the circumstances that Supplier is not going to perform its obligations. Customer shall forthwith notify Supplier of the suspension in writing.

## **14. TERMINATION**

14.1 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.

14.2 In the event of Supplier's breach of the Contract, Customer is entitled to terminate the Contract in accordance with Clause 8.4.6.

14.3 Customer may terminate the Contract with immediate effect by notice in writing in the event that: (i) an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against Supplier; or (ii) any circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order; or (iii) other similar action is taken against or by Supplier by reason of its insolvency or in consequence of debt; (iv) there is a change of control of Supplier; (v) the performance by Customer of any of its obligations hereunder becomes illegal or impracticable as a result of Trade Control Laws issued or amended after the date of this Contract and/or the Supplier becoming a Restricted Person; or (vi) any actual or imminent violation of Applicable Integrity Laws or other breach of Integrity provisions hereunder. Any claims for payment by the Supplier resulting from sub-items (v) or (vi) above, including claims for services previously rendered, shall be either suspended until Customer is able to lawfully fulfill such obligation or automatically terminated and cancelled and all payments previously made shall be promptly refunded to Customer to the extent permitted under applicable laws. Customer will not be liable to the Supplier for any costs, expenses or damages associated with such suspension or termination of the Contract. Such termination would be without prejudice to all rights of recourse which could be exercised by Customer.

14.4 Upon termination Supplier shall immediately and at Supplier's expense return to Customer (or Customer's Affiliate) all Customer or Customer Affiliate property (including any Customer Data, documentation, and transfer of Intellectual Property Rights) then under Supplier's control and provide Customer (or its nominated Affiliate) with the complete documentation about the Goods and/or Services.

#### 15. FORCE MAJEURE

15.1 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. The affected Party shall give notice in writing to the other Party without delay upon cessation of the event of Force Majeure. If a Party fails to give such notices, the other Party shall be entitled to compensation for any additional costs which it incurs and which it could have avoided had it received such notice.

15.2 If a Force Majeure event exceeds thirty (30) calendar days, either Party may terminate the Contract forthwith by written notice without liability. Each Party shall use reasonable efforts to minimise the effects of the Force Majeure event.

#### 16. ASSIGNMENT AND SUBCONTRACTING

16.1 Supplier may neither assign, nor novate, transfer, encumber or subcontract the Contract, nor any parts thereof (including any monetary receivables from Customer) nor engage any third party to perform any part of Supplier's obligations under the Contract without prior written approval of Customer.

16.2 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.

16.3 Customer may assign, novate, transfer, subcontract or deal in any other manner with the Contract, in whole or in part, at any time, and on more than one occasion thereof to its Affiliates, or to any successor-in-interest or title which acquires that part of Customer's group of companies' business to which the relevant Contract relates (and such transferee may do the same).

#### 17. NOTICES

17.1 Any notice must be given duly signed by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the

Contract and/or to such other address as such Party may have notified in writing (including Customer Affiliates operating at relevant Delivery Locations). E-mail and fax require written confirmation of the receiving Party. Supplier's reply, correspondence, information, or documentation related to the Contract must be provided in the language used in the Contract.

#### 18. WAIVERS

17.1 Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term therein contained.

#### 19. GOVERNING LAW AND DISPUTE SETTLEMENT

19.1 The Contract is governed by the laws of England, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods.

19.2 If Customer and Supplier are registered in the same country, any dispute arising in connection with the Contract which cannot be settled amicably shall be submitted for resolution to the jurisdiction of the competent English courts.

19.3 If Customer and Supplier are registered in different countries, any dispute arising in connection with the Contract which cannot be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance therewith. Place of arbitration shall be Customer's place of registration. The language of the proceedings and of the award shall be English.

#### 20. SEVERABILITY

20.1 The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

#### 21. SURVIVAL

21.1 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.

21.2 The obligations set forth in Clauses 8 (Warranty and Remedies), 9 (Intellectual Property Rights), 10 (Integrity Provisions), 11 (Confidentiality, Data Security, Data Protection) and 12 (Liability and Indemnity) survive expiration or termination of the Contract for any reason.

#### 22. ENTIRETY

22.1 The Contract (incorporating these ABB GTC), and any documents incorporated into an Order or other agreement (including by reference) constitute the entire agreement between the Parties in respect of the subject matter of the Contract and replaces any and all prior representations, understandings, agreements or arrangements relating thereto between the Parties prior to the date of the Contract, provided always that nothing in this Contract excludes liability for fraud or fraudulent misrepresentation.

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

22.2.1 any Contract established by the Customer (to the extent that specific deviations from the ABB GTC, are explicitly identified in that Contract); then

22.1.2 these ABB GTC; and,

22.1.3 for the avoidance of doubt, any terms and conditions set out, or referenced, in any other document shall not apply, nor form part of any Contract.

#### 23. RELATIONSHIP OF PARTIES

23.1 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 Customer Affiliate) or to have any kind of partnership with Customer or any Customer Affiliate, and Supplier must not represent itself as or act on behalf of Customer or its Affiliates.

23.2 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 labor, social security or taxes with respect to Supplier and its employees assigned to the execution of the Contract.

23.3 The Contract is not made for the benefit of, nor shall any of its provisions be enforceable by, any person other than the Parties to this Contract and their respective successors and permitted assigns.

**24. ELECTRONIC SIGNATURE**

24.1 Save in respect of deeds, the Parties acknowledge electronic signature (e.g. Adobe Sign), applied by authorised persons, to be sufficient and binding for any documents related to the Contract, including, without limitation, documents for which the Contract requires written form, or which require to be signed by the Parties.

