

ABB GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF GOODS I (2026-1 STANDARD)

AUTOMATION - ENERGY INDUSTRIES

OIL, GAS AND OFFSHORE RELATED PURCHASES

1. DEFINITIONS

- 1.1. **Affiliate** means a company having control over a Party, or any company being controlled by a Party, or by a company that controls a Party. For the purpose of this article “control” shall mean ownership of more than fifty per cent (50 %) of the shares and voting stock of the relevant company.
- 1.2. **Applicable Integrity Laws** means:
- (i) *Anti-bribery and anti-corruption laws*: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended) 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.
- 1.3. **Client** means Customer’s customer or the entity identified as Client in the Contract.
- 1.4. **Contract** means Customer’s purchase contract if drawn up, these General Terms and Conditions of Purchase, Customer’s Purchase Order, all appendices listed in the Purchase Order or purchase contract, and other documents made part of the Contract by special reference. In case of contradiction, the documents of the Contract shall apply in the order of precedence as stated above.
- 1.5. **Customer** means the ABB entity ordering Goods from Supplier.
- 1.6. **Customer Data** means 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.
- 1.7. **Customer Group** means Customer, Client, their Affiliates, their contractors and subcontractors (except Supplier Group), and their respective officers, directors, employees, agency staff, agents and invitees and other personnel retained by or engaged in the business for the benefit of the aforementioned entities.
- 1.8. **Day** means a consecutive calendar day unless otherwise stated.
- 1.9. **Embedded Software** means software necessary for operation of Goods, and embedded in and delivered as integral part of Goods.
- 1.10. **Goods** means any and all items to be delivered by Supplier in accordance with the Contract, including but not limited to raw materials, processed materials, fabricated products, engineering and other services, drawings, documents and data, in any form of media.
- 1.11. **Party** means Customer or Supplier (collectively referred to as Parties).
- 1.12. **Personal Data** means any data or information of an identified or identifiable natural person.
- 1.13. **Price** means the total amount to be paid to Supplier for the Goods in accordance with the Purchase Order and variation orders made in accordance with the Contract.
- 1.14. **Purchase Order** means the document or electronic order issued by Customer to create an obligation according to the Contract.
- 1.15. **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;
- 1.16. **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)
- 1.17. **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;
- 1.18. **Supplier** means the party selling the Goods to Customer.
- 1.19. **Supplier Group** means Supplier, its sub-suppliers, and their suppliers at any tier, its and their Affiliates, and their respective officers, directors, employees, agency staff, agents and invitees and other personnel retained by or engaged in business by the aforementioned entities.

2. PURCHASE ORDER CONFIRMATION/CONTRACT

- 2.1. Supplier shall immediately and at the latest within three (3) Days from receipt of the Contract confirm the Contract by returning it to Customer accepted and signed, without exceptions or qualifications. If Supplier fails to return the Contract as stated above, the Contract is deemed accepted by Supplier, unless Customer in writing declares the Contract as void.
- 2.2. Qualifications, exceptions or any other changes to the Contract, made by Supplier upon confirmation are not part of the Contract, unless subsequently accepted by Customer in writing.

3. DELIVERY

- 3.1. Supplier shall deliver the Goods properly packed and marked, at

the agreed time and place for delivery. The terms of delivery shall be interpreted in accordance with the provisions of INCOTERMS 2020. Delivery of the Goods occurs when the Goods are delivered FCA Customer's place of business, unless otherwise stated in the Contract.

- 3.2. If Customer is responsible for transportation, Supplier shall in good time prior to dispatch, request dispatch instructions from Customer. If Supplier is responsible for transportation, it shall as soon as possible, and not later than the date of dispatch, send an advice note, advising of dispatch so that Customer can make necessary preparations for receipt of the Goods.
- 3.3. If Supplier has reason to assume that any part of the Goods may be delayed, Supplier shall notify Customer promptly thereof in writing. Supplier shall at its own cost, without undue delay, and no later than 10 Days after such notification, inform Customer in writing about the cause of the delay, the estimated effect on the agreed time of delivery and the measures Supplier will implement to avoid, recover or limit the delay.

If Customer is of the opinion that the measures implemented by Supplier are inadequate, Customer may demand Supplier to implement the measures Customer considers necessary. The costs of such measures shall be borne by Supplier. If the delay is caused by circumstances for which Customer is responsible, Customer may only demand such measures in accordance with the provisions of Clause 9.

Supplier shall allow persons authorized by Customer access to the site and the Goods.

4. DOCUMENTATION, MARKING AND PACKING

- 4.1. Packing lists, advice notes, invoices and other documentation shall only relate to one Purchase Order and shall be duly marked with the Contract number, the Purchase Order number and part number(s) and other specifications stated in the Contract. The documentation shall be prepared so that each item corresponds to the Purchase Order with respect to item number, part number, Goods description and specifications.
- 4.2. Supplier shall ensure that the Goods are packed according to Customer's specifications. If such specifications are not provided, the Goods shall be packed in accordance with industry standards and in a manner adequate to preserve and protect the Goods.
- 4.3. Supplier shall mark the Goods with Customer part number and in accordance with packing lists and instructions stated in the Contract. Supplier shall also mark the Goods in conformity with applicable laws, directives and any national rules relating to marking. If CE marking or similar marking is required, Supplier shall attach a manufacturer's declaration of conformity or a certificate of conformity.
- 4.4. If the Goods are of a country specific origin that may obtain benefits under a free trade agreement, Supplier or any third party specified by Supplier shall deliver a certificate of origin and customs invoice together with the Goods.
Supplier is responsible for and shall reimburse Customer for any costs incurred due to lack of documentation, (including but not limited to certificate of origin or customs invoices), and Customer may deduct any such costs from Supplier's invoice.
- 4.5. Customer may return to Supplier any documentation that does not comply with the requirements of this Clause 4 and Supplier shall immediately, at its own cost, issue compliant documentation to Customer. Supplier shall deliver all required documentation, including without limitation certificates and custom invoices, together with the Goods. Customer may withhold any amount due until Supplier has delivered the complete documentation to Customer.

5. QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT

- 5.1. Supplier shall establish and implement a quality management

system according to the ISO 9001 series or a corresponding system. In addition, Supplier shall establish and implement a HSE management system according to ISO 45001 series or a corresponding system.

- 5.2. Supplier shall comply with the standards of the ICC Business Charter for Sustainable Development. Furthermore, Supplier shall establish and implement an environmental management system according to ISO 14001 or a corresponding system.
- 5.3. Customer reserves the right to approve and carry out audits of the quality, HSE and environmental management system of Supplier and any sub-suppliers. Supplier shall provide any necessary assistance in this respect.

6. TITLE TO THE GOODS

- 6.1. Title to the Goods shall pass to Customer progressively as the work is performed. Title to materials and equipment passes to Customer on arrival at Supplier's site, or when paid for by Customer, if this occurs earlier.
As soon as materials, equipment or Customer's items arrive at a site, Supplier shall mark them with an identification number and Customer's name, and as far as possible, keep them separate from other items.
- 6.2. The Goods, including materials and equipment owned by Customer, shall be free of liens and other encumbrances.
- 6.3. Supplier is not entitled to retain the whole or part of the Goods as security for claims against Customer. This applies regardless of any dispute between Customer and Supplier.

7. PRICE, PAYMENT AND AUDIT

- 7.1. As full consideration for the proper and timely delivery of the Goods, Customer shall pay the Price to Supplier in accordance with the provisions of the Contract. The Price is fixed and firm and not subject to escalation. The Price is exclusive of VAT.
- 7.2. Customer shall pay the invoice in accordance with the payment terms agreed in the Contract. Customer is entitled to withhold any disputed parts of the invoice, and to set off claims against Supplier in accordance with applicable law.
- 7.3. All financial settlements, billings and reports rendered to Customer shall reflect properly the facts of all activities and transactions handled for the account of Customer. Customer shall rely upon the data as being complete and accurate, and use it in reports for whatever purpose.
- 7.4. Customer or its representative shall be entitled to audit all documentation concerning reimbursable work. This right lies with Customer for the duration of the Contract and for up to 5 years after the expiration of the guarantee period.

8. INSPECTION AND TESTS

- 8.1. Upon receipt, Supplier shall search for errors or defects in the Contract, Customer's documentation, Customer's deliveries and instructions, and shall notify Customer in writing without undue delay of any errors or defects discovered.
If Supplier does not notify Customer of errors, or defects that it has discovered or ought to have discovered, then all extra costs resulting therefrom shall be borne by Supplier.
- 8.2. Supplier shall perform the tests specified in the Contract or, if not specified, in accordance with general practice. Customer or any person authorised by it, shall be entitled to perform inspections and tests at Supplier's and any sub-suppliers' premises as Customer deems necessary to ensure that the Goods are delivered in accordance with the Contract. Supplier shall provide any assistance necessary in this respect. Supplier shall submit test records, material certificates, calculations and other required documents promptly upon Customer's request.
- 8.3. Any inspections or tests performed by Customer or Supplier shall not relieve Supplier from any of its obligations under the Contract. This also applies if Supplier sends technical documen-

tation or other documents to Customer for inspection and possible approval.

9. VARIATION ORDERS

- 9.1. Customer is entitled to make any variations to the Goods, or part thereof. Such variations may include increase or reduction of the scope of supply, character, quality, nature or design as well as change of the delivery time. The variation will be formalised by Customer's issuance of a written variation order. Supplier's obligations under the Contract apply to all variations to the Goods.
- 9.2. When receiving a variation order, or upon Customer's request prior to issuance of a variation order, Supplier shall, within 10 Days prepare and send to Customer an estimate describing the variation work, and inform about possible effects on Price and delivery time. If Supplier does not prepare an estimate within the time limit as prescribed, Supplier thereby unconditionally waives any right to claim that the variation increases the Price and/or the delivery time.
- 9.3. Unless otherwise stated in the Contract, the effect of the variation order shall be agreed in writing between the Parties. The price of the applicable variation shall reflect the price level of the original Purchase Order.
- 9.4. Unless otherwise specifically agreed in writing, the variation order shall be promptly implemented, irrespective of whether or not the Parties have agreed regarding the effect of the variation on the Contract, Price or schedule.
- 9.5. If Customer requests the performance of specific work which in Supplier's opinion is not part of its obligations under the Contract, or Supplier otherwise is of the opinion that it is entitled to a variation order, Supplier shall request Customer to issue a variation order and shall, as soon as possible, prepare an estimate in accordance with Clause 9.2. If Supplier has not presented a request for a variation order without undue delay and at the latest within 7 Days after the occurrence entitling Supplier to a variation, then it loses the right to consider the work as a variation to the Goods.

10. SUSPENSION

- 10.1. Customer may at its sole discretion, suspend the performance of the Contract or parts thereof by written notification to Supplier. Supplier shall without delay, inform Customer of the effects the suspension may have. Supplier shall resume performance of the Contract immediately after notification from Customer.
- 10.2. During the suspension period, Supplier is entitled to compensation for documented and necessary expenses in connection with demobilisation and mobilisation of personnel.

11. CANCELLATION

Customer may at its sole discretion cancel the Contract by written notice to Supplier. In such case, Customer shall pay the amount due to Supplier for the documented part of the work actually performed on the Goods and documented necessary direct cost incurred by Supplier due to the cancellation, but in no event more than the Price. Customer shall be credited the value of the uncompleted Goods, unless Customer requests that the uncompleted Goods is delivered to Customer.

12. WARRANTIES

- 12.1. Supplier warrants that the Goods are manufactured in a workmanlike and professional manner. Supplier also warrants that the Goods are new, of the best quality and that the Goods are suitable for the purpose and use which they pursuant to the Contract are intended for.
Supplier also warrants that the Goods comply with applicable laws and regulations, current technical standards and the Contract documents (including drawings and specifications valid from the time of delivery) during the warranty period.
- 12.2. Unless otherwise agreed, the warranty period expires 24 months

after the Goods have been taken into use for their intended purpose, or 36 months after delivery, whichever is later.

- 12.3. If Supplier has performed rectification work during the warranty period, a new 24 months' period shall apply for the rectified parts of the Goods from the date of completion of the rectification work.

13. DEFECTS AND DELAYS

- 13.1. Defect(s) exist if the Goods or any part thereof is not in accordance with the Contract. When Customer notifies Supplier of a defect, Supplier shall immediately repair or replace the defective Goods at its own cost.
If Supplier fails to immediately repair or replace the defective Goods, Customer may, itself or with the assistance of a third party, repair or replace the defective Goods at Supplier's risk and account. Supplier is also liable for damages due to defects according to the applicable law.
- 13.2. If Supplier does not deliver the Goods on the agreed delivery date or fails to comply with any agreed milestones specified in the Contract, Customer is entitled to claim liquidated damages from Supplier at a rate of 0.5 % of the Price for each Day of delay, limited to 15 % of the Price.

14. PRODUCT LIABILITY

Notwithstanding the provisions of Clause 16, Supplier shall indemnify and keep Customer harmless from any product liability claims which may be imposed on Customer or which Customer may incur vis-à-vis a third party in connection with Customer's or its Client's or their successors' use of the Goods to the extent that the liability is attributable to the Goods or Supplier's instructions regarding, use, operation or maintenance of the Goods.

15. TERMINATION

- 15.1. Customer is entitled to terminate the Contract with immediate effect if Supplier becomes insolvent, is in substantial breach of its obligations pursuant to the Contract, if Customer is entitled to maximum liquidated damages for delay, if it is evident that Customer will be entitled to maximum liquidated damages for delay, if there is a change of control of Supplier, if 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 if any actual or imminent violation of Applicable Integrity Laws or other breach of Integrity provisions hereunder.
- 15.2. Upon termination pursuant to Clause 15.1, Customer is entitled to compensation and/or damages according to the applicable law. Customer may also take over the uncompleted Goods, Supplier's documentation, contracts, rights, equipment, material, site and any other items that are necessary for Customer's completion of the Goods by itself or by third parties.

16. LIABILITY

- 16.1. Supplier shall be responsible for and shall indemnify and hold Customer Group harmless from and against any claims, losses, damages, costs, expenses and liabilities in respect of:
 - a) personal injury to or loss of life of any personnel of Supplier Group, and
 - b) loss of or damage to any property of Supplier Group (including loss or damage to any Goods prior to delivery).
 This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Customer Group.
- 16.2. Customer shall be responsible for and shall indemnify and hold Supplier Group harmless from and against any claims, losses, damages, costs, expenses and liabilities in respect of:
 - a) personal injury to or loss of life of any personnel of Customer

Group, and

b) loss of or damage to any property of Customer Group (except loss or damage to any Goods prior to delivery).

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of Supplier Group.

- 16.3. Supplier shall to the extent of its legal liability save, defend, indemnify and hold Customer Group harmless from and against any claims, losses, damages, costs, expenses and liabilities suffered by a third party (for the purpose of this Clause 16, third party means anyone who is not a member of Customer Group or Supplier Group).
- 16.4. Supplier shall indemnify Customer Group from claims resulting from infringement of patents or other intellectual property rights in connection with the work, or Customer Group's use of the Goods,
- 16.5. Supplier shall without any limitations indemnify and hold Customer Group harmless from all liabilities, damages, costs, and expenses resulting from Supplier's breach of Applicable Integrity Laws.
- 16.6. Notwithstanding any provisions to the contrary elsewhere in the Contract, and except to the extent of any liquidated damages provided for in the Contract, Customer shall indemnify Supplier Group from Customer's own indirect and consequential losses and Supplier shall indemnify Customer Group from Supplier Group's own indirect and consequential losses.

This applies regardless of any form of liability, whether strict or by negligence, in whatever form, on the part of either group.

Indirect and consequential losses according to this provision include but are not limited to loss of production, loss of earnings, loss of revenue, loss of profit or anticipated profit and loss due to pollution.

- 16.7. If either Party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both Parties shall co-operate fully in investigating the incident.
- Whenever possible, the other Party shall take over treatment of the claim. The Parties shall give each other information and other assistance needed for handling the claim. Neither Party shall, without the consent of the other Party approve a claim which shall be indemnified, in whole or in part, by the other Party.

17. INSURANCE

- 17.1. Supplier shall provide and maintain insurance policies covering the liabilities possibly incurred as a result of the Contract. In addition, it shall keep the Goods insured until delivery has taken place.
- 17.2. If requested, Supplier shall submit insurance certificates. Customer shall be covered by the insurance as additional insured, and Supplier's insurance company shall waive its right of subrogation against Customer, in accordance with the indemnifications given in other parts of the Contract.

18. FORCE MAJEURE

- 18.1. Neither of the Parties shall be considered in breach of an obligation under the Contract to the extent the Party can establish that fulfilment of the obligation has been prevented by force majeure. Force majeure shall mean an occurrence beyond the control of the Party affected, provided that such Party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided or overcome it or its consequences.
- 18.2. A Party wishing to invoke force majeure must notify the other Party immediately thereof.
- 18.3. The Parties shall cover their own costs resulting from the force majeure situation.

19. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

- 19.1. 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 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 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.
- 19.2. Supplier shall apply appropriate safeguards, adequate to the type of Customer Data to be protected, against the unauthorized 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 authorized 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, or as otherwise set out in the Contract.
- 19.3. Supplier must not: (i) use Customer Data for any other purposes than for providing the Goods; 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.
- 19.4. Supplier shall install and update at its own cost adequate virus protection software and operating system security patches for all computers and software utilized in connection with providing the Goods.
- 19.5. 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.
- 19.6. 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.
- 19.7. **Protection of Personal Data**
- 19.7.1. If Customer discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations.
- 19.7.2. Supplier shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- 19.7.3. 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 to its employees that will be involved in the delivery of Goods for Customer.

19.7.4. Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 19 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.

19.7.5. 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.

20. OWNERSHIP OF DOCUMENTATION AND COMPUTER PROGRAMS; INTELLECTUAL PROPERTY RIGHTS

20.1. Commercial and technical information, including drawings, documents and computer programs provided by Customer to Supplier shall be the property of Customer. The same applies to information developed by Supplier mainly on the basis of information provided by Customer. Such information shall not be used by Supplier for other purposes than to execute the Contract. On Customer's request, Supplier shall return such information to Customer.

20.2. Inventions made by Supplier during the execution of the Contract shall be the property of Supplier, unless the inventions mainly are based on information received from Customer, in which case the inventions shall be Customer's property and Supplier shall notify Customer of any such invention, and give Customer all required information and necessary assistance to acquire and secure the related intellectual property rights.

20.3. Supplier shall give Customer an irrevocable, perpetual, royalty free, non-exclusive right to use Supplier's information, inventions, and other proprietary rights to the extent necessary in connection with the use, operation, maintenance, modification, extension, rebuilding or repair of the Goods.

21. HEALTH, SAFETY AND ENVIRONMENT

Supplier shall comply with all applicable laws, rules, regulations and standards regarding health, safety and environment and comply with all requirements from local authorities through all the production phases until the Goods have been delivered. Supplier shall also comply with all requirements from Customer and/or its Client of any tier regarding health, safety and environment

22. INTEGRITY PROVISIONS

22.1. 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.

22.2. 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

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

22.3. 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.

22.4. 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.

22.5. 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.

22.6. 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 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.

22.7. 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 this Contract. Upon request, Supplier agrees to provide to Customer all relevant information necessary to verify customs tariff codes.

22.8. 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 antiboycott laws and regulations.

22.9. 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, 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 Supplier's approval.

22.10. 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.

22.11. 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 22.9 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.

22.12. 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 – 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 will be deemed to be a representation under the Contract.

23. ASSIGNMENT AND SUBCONTRACTS

23.1. Supplier may not assign or subcontract the whole or any part of the Contract, nor engage any third party to perform any part of Supplier's obligations under the Contract, without the prior written consent of Customer.

23.2. Customer may freely assign its rights and obligations under the Contract to a third party.

23.3. 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.

24. WAIVERS

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.

25. GOVERNING LAW AND DISPUTE SETTLEMENT

25.1. The Contract is governed by the laws of the country (and/or the state, as applicable) where Customer is registered, however under exclusion of its conflict of law rules and the United Nations Convention on International Sale of Goods.

25.2. 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 courts at Customer's place of registration.

25.3. 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. The decision of the arbitrator is final and binding upon both Parties, and neither Party may appeal for revision.

26. SEVERABILITY

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.

27. SURVIVAL

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.

28. ENTIRETY

The Contract constitutes the entire agreement between the Parties and replaces any prior agreement between them with regard to its subject.

29. RELATIONSHIP OF PARTIES

29.1. 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 so as to have any kind of partnership with Customer, and Supplier must not represent itself as or act on behalf of Customer.

29.2. The Contract does not imply any employment relationship between Customer and Supplier, or between Customer and Supplier's employees assigned to the execution of the Contract. Customer remains free of any responsibility or liability for labour, social security or taxes with respect to Supplier and its employees assigned to the execution of the Contract.

30. ELECTRONIC SIGNATURE

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