

General Conditions of Sale for the Products and Services of the Electrical Industry

The following conditions shall apply together with, and shall have priority over, the Clauses I. through XIV. of the „General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry“:

XV. To I. General Provisions

Agreements and undertakings binding for Supplier shall require Supplier's written approval.

The supplies or services („Supplies“) shall be described in the order confirmation. In case of Supplies to be designed or manufactured especially for Purchaser, the drawings attached to or referred to in, and the technical requirements as described in, the order confirmation shall be binding.

Dimensions, measures, pictures, design, colors and other information on weights or other characteristics set out in Supplier's product information shall apply approximative only. Furthermore, modifications shall be allowed, which are aimed to technical improvements of the Supplies or which are minor, in particular modifications in connection with supplemental fulfilment (*Nacherfüllung*).

To the extent that software is provided to the Purchaser for which the Supplier has only derived rights to use (third party software) or so-called open source software, the conditions of use of the open source software shall apply and the conditions of use of the third party software shall apply with priority, respectively. The Supplier shall point out in the contract documents to third party software and/or open source software and pertaining conditions of use and Supplier shall make the conditions of use available if so requested. Purchaser shall indemnify and hold Supplier harmless from and against any claims, cost and expenses which Supplier might incur arising from the use of the open source software or of the other third party software.

XVI. To II. Prices, Terms of Payment and Set-Off

1. Prices are EUR prices.

Unless the Parties have agreed otherwise, prices shall apply as per Supplier's price list applicable as of the date of entering into the contract (to the extent applicable).

2. Value Added Tax at the legal rate valid as of the respective day of delivery (and in case of advance payments: as of the day of such payment) will be charged in addition. In cases where the Purchaser is not domiciled in Germany and the supplied items covered by this supply contract are to be exported out of the EU customs territory and the Purchaser is responsible for transport of the supplied items out of the EU customs territory according to the agreed terms and conditions of delivery (e.g. according to INCOTERMS 2010: "EXW", "FCA" or "FOB" named place in Germany or other EU country) then on a preliminary basis no VAT will be invoiced.

The Supplier shall be entitled to invoice retrospectively VAT at the applicable rate if the Supplier does not receive a legally valid proof for VAT relief of export of the supplied items out of the EU customs territory according to either of the two mentioned conditions set out below:

- in case the export declaration is lodged by the Supplier in electronic form to EU Customs, electronic proof of export from customs office of exit will be received by the Supplier within 60 days after handing-over of the supplied items at the named place, or

- if electronic proof of export is not received by the Supplier within 60 days as well as in all other cases the Purchaser will obtain legally valid document as proof of export for VAT relief (e.g. commercial transport evidence from forwarder) and will hand over the document to the Supplier within 90 days after handing-over of the supplied items at the named place.

3. The prices are exclusive of customs and other import charges which shall be borne by Purchaser. If, in exceptional cases, Supplier has agreed to bear such costs at fixed rates, any increase of such charges - for example by changes of law - shall be borne by Purchaser.

In addition cost of packing shall be borne by Purchaser, unless the Parties have agreed otherwise. Special packing shall remain Supplier's property, shall be returned by Purchaser without undue delay and without cost to Supplier and Supplier shall be entitled to a rent for such packing calculated on the basis of cost price.

4. All payments shall be made net cash without any discount at Supplier's paying office and as follows:

- 4.1 For Supplies of a total value of up to EUR 5.000,00 as soon as the following pre-conditions are fulfilled: a) notification of readiness for acceptance (to the extent an acceptance is required or agreed) / in the others: notification of readiness for dispatch or making available for collection, as relevant, and b) receipt of the invoice (hereinafter collectively: "Readiness for Completion").

- 4.2 For Supplies of a total value of above EUR 5.000,00 and with a delivery time of up to three months: 1/3 of the value of the order when the order is placed, 2/3 of the value of the order upon Readiness for Completion.

- 4.3 For Supplies with a total value of above EUR 5.000,00 and with a delivery time of more than three months:

30 % of the value of the order when the order is placed,

30 % of the value of the order upon expiration of the first third of the delivery time envisaged,

30 % of the value of the order upon expiration of the second third of the delivery time envisaged,

10 % of the value of the order on Readiness for Completion.

- 4.4 For Supplies for which no provisional price can be fixed when ordering, the Supplier shall have the right - depending on the circumstances - to ask for an advance payment when the order is placed and for a down payment to the extent that costs for the Supplies have been incurred. Advance payments and down payments shall lie dormant.

- 4.5 The delivery time shall commence on the day advance payment is received by Supplier provided that all other applicable terms and conditions are fulfilled.

5. All payments shall be deemed to have been effected on the day on which the Supplier can freely dispose of the amount to be paid.

6. Should the due dates for payment be exceeded, the legal consequences of delay shall become effective without any notice being necessary. Without prejudice to any other or further rights or claims, interest on defaulted payment shall be charged at the rate (in per cent) being the sum of

9 plus the amount of the then actual base rate under § 247 BGB (German Civil Code).

7. If the Purchaser delays in making payment, the Supplier shall be entitled to demand the return of the goods and compensation of the damages for non-performance of the contract (see also Clause III. Retention of Title). In case of default, particularly suspension of payment, request for composition or moratorium, all debts in favour of Supplier shall fall due immediately
8. The Supplier shall be entitled to set off all claims against Purchaser held by Supplier or any company in which the company ABB AG (Mannheim/Germany) directly or indirectly holds the majority of shares, against all claims held by Purchaser against Supplier or any of the companies described above. On Purchaser's request Supplier shall hand over to Purchaser a list of such companies. The Purchaser may only set off claims against Supplier which are undisputed or which have been adjudicated by non-appealable judgement.

XVII. To VI. Assembly and Erection

In case of Supplies which include assembly or erection the Supplier's general conditions for erection work shall apply with priority over these conditions.

XVIII. To VIII. Defects as to Quality

Place for Supplier to supplement its performance ("*Nacherfüllung*") shall be Supplier's place of business.

For the avoidance of doubt: Supplies which Purchaser or its customers use for stationary systems off the coast of the mainland (so-called off-shore) will be covered by the provision in Clause VIII. para 8 and shall not be covered by the exception "unless doing so complies with the normal use of the Supplies".

XIX. To X. Conditional Performance

In order to comply with national and international foreign trade regulations/laws, the parties will support each other and provide all necessary documentation and information, such as relating to the registration of items to be exported in export control lists or to the final destination and end use of the items. Neither party is obliged to perform its obligation under the contract in violation of any statutory or internal export control regulations. Supplier shall have the right at any time to withdraw from the contract, without incurring any liability for either party, if

- the Purchaser, despite request, does not provide either any or sufficient enough information about the final destination and the end use of the goods;
- Supplier obtains knowledge of an unintended end use after tendering or knowledge of any previously unknown person involved in the business and cannot perform the contract due to any export control or intra-group regulations;
- the items or services are intended for military end use, civil nuclear use or for use in connection with weapons of mass destruction or for missiles capable of delivering such weapons; substantive evidence shall be sufficient to prove this intent; or
- a possibly illegal or unlicensed export or an infringement of embargo rules cannot be fully ruled out.

XX. To XIII. Venue and Applicable Law

The contractual and non-contractual legal relationship between the parties shall be governed by German substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

XXI. Responsibility of Supplier; Procurement and Properties of the Supplies; Assistance by Purchaser

Supplier expressly makes a reservation in case it will not receive the Supplies or part thereof from sub-supplier in time or not in accordance with the sub-supply contract (*Vorbehalt der Selbstbelieferung*). Supplier will inform Purchaser without undue delay of the non-availability of Supplies and in case of cancellation (*Rücktritt*) by Supplier will repay to Purchaser without undue delay any payment already received.

Events for which Supplier shall not be responsible shall include difficulties in the procurement of the deliveries (including raw materials) and services required for the Supplies.

The Supplier hereunder shall not give nor assume any special guarantee in view of the properties and/or the durability (*Beschaffheits- oder Haltbarkeitsgarantie*) of the Supplies. The Supplier shall not be liable for any defect of the Supplies which Supplier procures in unchanged form from sub-suppliers.

Without prejudice to Purchaser's further obligations, in case of measures necessary to prevent any non-contractual liability (f.i. recall actions) the Purchaser shall provide the Supplier on its request with information where the goods are located, in particular of the addresses of the customers.

Purchaser shall endorse on the delivery receipt of the freight forwarder any externally visible damages resulting from transport, provided that damages due to transport, which are not externally visible, shall be notified to the forwarder (on behalf of Supplier as purchaser of the forwarder's services) within 5 days upon delivery. In addition in all cases Purchaser shall notify Supplier of any damages due to transport within 2 days upon delivery or upon the date when the damages become visible.

XXII. Specific Provisions on Use and Disposal

1. Any resale or delivery of Supplies to Nuclear Power Plants shall require Supplier's prior written consent. "Nuclear Power Plants" include all kinds of nuclear facilities, such as nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, uranium conversion plants, spent nuclear fuel storages and research reactors.
2. Supplier shall not be obliged to take back any used industrial batteries. Purchaser shall provide for the appropriate waste disposal of all used batteries in compliance with all applicable statutory provisions.
3. Deviating from Art. 13 of the WEEE Directive of the EU - 2012/19/EU ("Financing in respect of WEEE from users other than private households"), the Purchaser or its customers are responsible for the collection, treatment, recovery and environmentally sound disposal (together: disposal) of waste equipment of users other than private households ("B2C products") and the resulting obligations and costs. Supplier shall not be obliged to set-up facilities for the return of B2B products. Purchaser shall impose such obligations and restrictions on its customers and shall require them to impose such obligations and restrictions on customers of such products. Purchaser

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shall indemnify Supplier from and against any such obligations and costs.

As far as the B2C products are located in the European Union outside Germany or in Liechtenstein, Norway or Iceland, the above paragraph waives the regulations for the implementation of Art. 13 of the WEEE Directive valid in the country concerned, which apply at the end of the life cycle, and in particular the supplier is not obliged to bear the costs of disposal.

4. Notwithstanding the provisions of the German Packaging Act (Verpackungsgesetz = VerpG), the Purchaser (or his customers) shall be responsible for the proper handling, in particular disposal, of packaging (within the meaning of § 15 VerpG) of products which the Supplier has delivered to the Purchaser and which the Supplier must take back in accordance with VerpG. This shall also apply (in accordance with VerpG) to packaging which the Supplier must take back in kind for such packaging which he has delivered to the Purchaser, but limited to the type and quantity of packaging delivered by the Supplier to the Purchaser. The Purchaser shall be responsible for the Supplier's obligations and costs arising therefrom and shall indemnify the Supplier against such obligations and costs. The Purchaser shall impose such obligations on its customers and shall oblige them to impose such obligations and restrictions on their customers.

XXIII. Data Protection

The Parties undertake to carry out any processing of personal data of the other Party (e.g. of employees, suppliers, etc.) exclusively in accordance with the applicable data protection regulations, in particular Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR") and the German Federal Data Protection Act (Bundesdatenschutzgesetz, "BDSG"), as amended.

Within the scope of their business relationship, the Parties process personal data of the respective other Party for the purpose of contract-related communication, pre-contractual measures as well as the performance of a contract on the basis of Art. 6 (1) (b) GDPR (performance of a contract).

In order to fulfil its information obligations pursuant to Art. 13, 14 GDPR, the Supplier refers to its Data Protection Notice for Business Partners, which can be viewed via its website or directly under this link: [Data Protection Notice for Business Partners](#).

XXIV. Applicability to Further Deliveries

These conditions shall also apply to all further Supplies or services which might be provided by Supplier, at Purchaser's request and cost, in connection with the Supplies under this contract.