

ABB GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF IT SERVICES

HARDWARE SCHEDULE (2017 – 06 GERMANY)

1. ADDITIONAL DEFINITIONS

In addition to the definitions set out in Clause 1 of the GTC, the following definitions shall apply in this Service Specific Schedule:

"Documentation": means the documentation provided to Customer by Supplier in connection with the Hardware, including the Specification and any user manuals or other documentation provided under the Contract, and including any documentation described in the Order;

"Hardware": means the hardware to be provided by Supplier, as set out in the Order; and

"Warranty Period": means the twelve (12) month period from the date of delivery of the Hardware, or such other period as may be specified in the Order.

2. APPLICATION OF THIS SERVICE SPECIFIC SCHEDULE

This Service Specific Schedule shall apply to any Hardware to be supplied by Supplier, as set out in the Contract.

3. THE HARDWARE

3.1 Supplier shall ensure that the Hardware shall:

3.1.1 correspond with their description and any applicable Specification;

3.1.2 be free from defects in design, material and workmanship and remain so for the Warranty Period; and

3.1.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Hardware, and shall otherwise be provided in accordance with all relevant laws, regulations and applicable codes of practice.

3.2 Supplier shall comply with the ABB List of Prohibited and Restricted Substances and report to Customer those listed substances contained in the Hardware. Supplier shall 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 with documents, certificates and statements as requested. Any statement made by Supplier to Customer (whether directly or indirectly) with regard to substances and materials used for or in connection with the Hardware will be deemed to be a representation under the Contract.

4. DELIVERY

4.1 Supplier shall ensure that:

4.1.1 the Hardware is properly packed and secured in such manner as to enable it to reach their destination in good condition; and

4.1.2 each delivery of the Hardware is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Hardware (including the code number of the Hardware, where applicable), special storage instructions (if any) and, if the Hardware are being delivered by instalments, the outstanding balance of Hardware remaining to be delivered.

4.2 By no later than the relevant date specified in the Order, during Customer's normal business hours (or as otherwise instructed by Customer) Supplier must deliver the Hardware to the Customer premises at each address specified in the Order.

4.3 Delivery of the Hardware shall be completed on the completion of unloading the Hardware at the specified premises.

4.4 Supplier shall not deliver the Hardware in instalments without Customer's prior written consent. Where it is agreed that the Hardware are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by Supplier to deliver any one (1) instalment on time or at all or any defect in an instalment shall entitle Customer to the remedies set out in Clause 6.

4.5 The parties agree that any software or computer programs provided on any Hardware shall be treated as goods not services for the purposes of the Contract and Supplier shall not insert or include, or permit or cause any person or software to insert or include, any malicious software, viruses or backdoor into such software or computer programs.

5. HARDWARE WARRANTIES

5.1 In addition to any warranties given by Supplier in the GTC, Supplier represents, warrants and undertakes that the Hardware (in whole and in part) will:

5.1.1 during the Warranty Period, be free from any material defects;

5.1.2 be fit for any purpose for which Customer has specified it will use the Hardware and/or for which Supplier has represented to Customer the Hardware is fit; and

5.1.3 during the Warranty Period, comply with and perform in accordance with the Documentation; and

5.1.4 be compatible and interoperate with Customer's existing computer systems as described in the Order.

5.2 Without limiting Clause 6, the remedies set out in Clause 6.2 of the GTC shall apply.

6. REMEDIES

6.1 If the Hardware is not delivered on the date required in the Order, or does not comply with the undertakings set out in Clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Hardware, Customer may exercise any one or more of the following remedies:

6.1.1 terminate the Contract in whole or in part, Clause 11.6 of the GTC being applicable;

6.1.2 reject the Hardware (in whole or in part) and return it to Supplier at Supplier's own risk and expense;

6.1.3 require Supplier to repair or replace the rejected Hardware, or to provide a full refund of the price of the rejected Hardware (if paid);

6.1.4 refuse to accept any subsequent delivery of the Hardware which Supplier attempts to make;

6.1.5 recover from Supplier any expenses reasonably incurred by Customer in obtaining substitute goods from a third party; and

6.1.6 claim damages for any (exceeding) additional costs, loss or expenses incurred whatsoever by Customer which are reasonably attributable to Supplier's failure to carry out its obligations under the Contract. 6.2 The Contract shall apply to any repaired or replacement Hardware supplied by Supplier.

7. TITLE AND RISK

Title and risk in the Hardware shall pass to Customer on completion of delivery.