

ABB ELECTRIFICATION SIMPLIFIED GENERAL TERMS AND CONDITIONS FOR PURCHASE OF STARTUP PILOTS (2025-01 STANDARD)

1. APPLICABILITY

These Terms and Conditions ('Terms') exclusively govern the engagement of the Supplier by an ABB entity ('Customer') in a limited and non-production environment for a pilot project ('Pilot') to evaluate Supplier's products/technology/service/solution ('Goods' and 'Services') including all deliverables resulting from the Pilot, as outlined in the applicable purchase order or written agreement ('Contract'). The Contract incorporates these Terms by reference and constitutes the entire agreement between the Parties concerning the Pilot, superseding all prior discussions. In case of any inconsistency, the Contract shall prevail. The Terms apply if Supplier accepts the Contract in writing or by commencing the performance. Any deviation from or addition to these Terms shall only be valid if agreed in writing by the Customer. Electronic signatures are acknowledged. Supplier's Terms and Conditions are excluded.

2. SCOPE

The Supplier provides its Goods and Services only for evaluation and testing purposes by the Customer or any of its affiliates that directly or indirectly control, are controlled by, or are under common control with the Customer ('Affiliate'). The Pilot will result in a functional prototype being tested both internally and externally. The Supplier acknowledges that becoming a long-term partner of Customer is not guaranteed, nor is the Customer obliged to continue ordering Goods and/or Services from the Supplier. Any agreements following the Pilot will necessitate a re-evaluation of Terms and will require acceptance of the [ABB GTC Goods and Services \(2024-2 Standard\), English](#).

3. SUPPLIER OBLIGATIONS; INSURANCE

The Supplier provides necessary technical support, training, and documentation to ensure proper setup and testing. The Supplier shall provide the Goods and Services professionally with due care, skill, in line with the Contract and the specifications and all applicable laws and regulations, free from any rights of third parties according to the agreed Pilot timeline. The Supplier shall promptly notify the Customer of any circumstances that may affect the timely or proper performance. All Supplier personnel entering Customer's facilities must complete Customer's safety induction and follow its on-site policies.

At its own cost, the Supplier shall maintain a Commercial General and Product Liability insurance with a minimum coverage of USD 500'000 per occurrence and USD 1'000'000 per year and, in case professional services are provided, a Professional Liability insurance with a minimum coverage of USD 500'000 per each and per occurrence event and USD 1'000'000 per year covering the liability arising out of the Contract and the related Services. Such insurance policies shall remain in effect throughout the term of the Contract and for a period of two (2) years after termination or expiration.

4. DELIVERY; WARRANTY

Supplier provides the Goods and Services "as is" and makes no warranties, express or implied, including fitness for a particular purpose. The Supplier does not warrant that the Goods and Services will be error-free or uninterrupted. The Supplier warrants that its performance does not infringe third party rights.

5. INVOICING AND PAYMENT

The agreed price is inclusive of all fees, costs, duties, tariffs and taxes (excl. VAT). Invoices must include the purchase order reference, description of the Goods/Services, and any other information required by the Customer. Expenses must be pre-approved and invoiced at cost. Customer may accumulate all invoices until the end of a calendar month (EOM). The agreed EOM payment term starts after the date of receipt of Supplier's invoice complying with Customer's instructions. If Services are billed by time, time sheets must be approved by the Customer. The Supplier shall maintain appropriate records to demonstrate charged prices, costs and fees transparently. The Customer may withhold payment for incomplete or non-compliant work. If any payment is late and non-disputed interest will be charged according to the Customer's country interest rate. Payment may be made by a Customer Affiliate on behalf of the Customer which shall discharge the Customer of its payment obligation.

6. CHANGES AND VARIATION ORDERS

The Customer may request changes which Supplier shall carry out. Any resulting adjustments to price, schedule, or other terms must be agreed in writing. The Supplier may not suspend the performance and may not implement changes without written confirmation from the Customer. Any subcontracting needs Customer's prior approval.

7. DELAY

If the Supplier is in delay, then the Customer may refuse any subsequent performance.

8. INTEGRITY

The Supplier shall comply with all applicable anti-bribery and anti-corruption laws (e.g. FCPA, UK Anti bribery act etc.), trade control, human rights and safety laws as applicable to their operations, and shall follow the [ABB Code of Conduct](#) (CoC) and [ABB Supplier Code of Conduct 2023](#) (SCoC) or equivalent from the Supplier. The Supplier shall not engage in transactions with any party subject to international sanctions or restrictions (Belarus, Cuba, Crimea, Donetsk, Luhansk regions of Ukraine, Iran, North Korea, Russian Federation, Syria etc). Breach of these provisions may lead to immediate termination. The Supplier shall maintain appropriate records to demonstrate compliance with this clause as well as charged prices and fees. The Supplier is responsible for its employees and subcontractors and must resolve their claims. Supplier shall report any observed or suspected violations of CoC or SCoC or applicable laws via www.abb.com/integrity – Reporting Channels.

9. INTELLECTUAL PROPERTY RIGHTS (IPR)

Any foreground IPR arising from the Pilot shall be owned by the Supplier unless the Parties decide otherwise in writing. If the foreground IPR is owned by the Supplier, the Supplier grants the Customer a non-exclusive, worldwide, sublicensable, non-transferable, royalty-free license to any foreground and pre-existing IPR included in the Goods and Services to evaluate the Goods and Services and for the duration of the Pilot. Pre-existing IPR and source code remain the property of each Party. If the Customer wishes to obtain the right to use Supplier's foreground and/or pre-existing IPR for purposes other than evaluation and beyond the duration of the Pilot, the Parties shall negotiate in good faith the terms of such a license.

10. CONFIDENTIALITY, DATA PROTECTION AND CIBER SECURITY

The Parties shall keep confidential all information received from the other Party for 5 years after termination of the Contract and shall not disclose it to third parties without prior written consent of the other Party. The ownership of all data shared by the Customer remains with the Customer.

Supplier must comply with applicable data protection rules and regulations and agrees to process any personal data received from Customer in accordance with applicable data protection laws and solely for the purposes of the Pilot.

Supplier must comply with [ABB Cyber Security Requirements for Suppliers](#).

11. TERMINATION

Either Party may terminate the Contract for cause with immediate effect if the other Party commits material breach. The Customer may also terminate for convenience with reasonable notice in which case the Supplier shall be entitled to payment for work properly performed and costs incurred up to the termination date. Each Party shall return or destroy the other's confidential information upon termination. The Customer shall cease use of the Pilot solution, but proposals and supporting documents will not be returned to the Supplier.

12. LIABILITY

Supplier shall be liable for losses caused by its negligence or breach of Contract up to the purchase price. No limitation of liability applies (i) for death or bodily injury (ii) if liability cannot be excluded or limited under the applicable law (iii) if Supplier breaches of confidentiality undertaking or data protection obligations or infringes third-party's IP rights or (iv) for liability for events arising from gross negligence or willful misconduct. The Supplier is responsible for its employees and subcontractors, and it assumes exclusive responsibility for any occupational accident affecting its employees or subcontractors.

13. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by the laws of the Customer's country. The Parties shall attempt to resolve any dispute amicably. Failing such resolution, disputes shall be submitted to the competent courts of the Customer's jurisdiction.