

ABB ELECTRIFICATION

SIMPLIFIED GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES FROM SMALL VENDORS (2025-01 STANDARD)

1. APPLICABILITY

These Terms and Conditions (“Terms”) exclusively govern the purchase of goods (“Goods”) and services (“Services”) from the Supplier by an ABB entity (“Customer”) or by any of its affiliates that directly or indirectly control, are controlled by, or are under common control with the Customer (“Affiliate”), as outlined in the purchase order or written agreement (“Contract”) incl. all deliverables resulted of the Services. The Contract incorporates these Terms by reference and constitutes the entire agreement between the Parties, 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. SUPPLIER OBLIGATIONS; INSURANCE

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, duly packed and free from defects and any rights of third parties according to the agreed delivery time. 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.

3. DELIVERY AND ACCEPTANCE; TITLE AND RISK OF GOODS; WARRANTY

The Goods to be delivered to Customer’s nominated premise according to Incoterms 2020 FCA. The Customer shall have a reasonable period to inspect the Goods/Services and test the functionalities. Acceptance shall not be deemed to occur until the Customer has confirmed the Goods/Services conform to the agreed specifications. If defects are found, the Customer may request correction or cancel the order. Ownership and risk of Goods passes to the Customer at delivery.

Unless otherwise agreed in the Contract, the warranty period is 24 months from delivery. In case of defect, the Supplier shall repair or replace the defective Goods and reperform Services and recover related costs, expenses and/or damages and warranty period restarts.

4. INVOICING AND PAYMENT

The agreed price is inclusive of all fees, costs, duties, tariffs and taxes excluding VAT. Invoices must include 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. The 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 an Affiliate on behalf of the Customer which shall discharge Customer of its payment obligation, although the paying Affiliate will not become liable for any contractual obligation.

5. 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. Where justified, the Customer may request the replacement of the subcontractor engaged by the Supplier.

6. DELAY

If the Supplier is in delay, then the Customer may refuse any subsequent performance and may cancel all or part of the Contract, seek replacement Goods/Services or may obtain substituting goods/services from other supplier, and recover related costs, expenses and damages.

7. 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.

8. INTELLECTUAL PROPERTY RIGHTS (IPR)

In the event any IPR arises from the Goods and/or Services that shall be the property of the Customer. Pre-existing IPR remains with each Party. The Supplier grants the Customer a non-exclusive, royalty-free, worldwide license to use any pre-existing IPR included in the Goods. The Supplier warrants that its performance does not infringe third party rights. Supplier shall indemnify and hold harmless Customer from and against any claims if the Goods or Supplier’s pre-existing IPR infringes third party IPR.

9. 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 Contract.

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

10. 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. Upon termination, each Party shall return or destroy the other’s confidential information.

11. 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.