



EXTENDED WARRANTY TERMS AND CONDITIONS FOR
ABB LOW VOLTAGE PRODUCTS

Edition 2020

1. TERMS AND CONDITIONS

With the acceptance of the present document, the Customer will accept all the terms and conditions contained herein and the ABB General Conditions of contract –Ed. December 2018, available on the website www.abb.com, that will govern the document.

Low Voltage switchgear and controlgear products utilization and environment condition Limitations:

- 1.1. Low Voltage product(s) registered in the Extended Warranty web-based tool within the standard warranty period (see chap. 16. WARRANTY – CLAIMS of ABB GENERAL CONDITIONS OF CONTRACT)
- 1.2. Products utilization according to normal service conditions of the standards: IEC 60947-1 ed.5.0, IEC 60947-2 ed.4.1, IEC 60947-3 ed.3.0, IEC 60947-4-1 ed.3.0; IEC 60947-6-1; IEC 60947-5-1; GB/T14048.5; GB/T14048.1, GB/T14048.2; GB/T14048.3, GB/T14048.4, GB/T14048.11, GB/T22387;
- 1.3. Utilization Environment:
 - 1.3.1. Thermal shocks on Low Voltage switchgear and controlgear products: $\Delta T < 50^{\circ}\text{C}$ with $\max \Delta T/h < 10^{\circ}\text{C}$
 - 1.3.2. Vibrations: mechanical or electromagnetic vibrations shall be $< 0,1\text{g}$
 - 1.3.3. Humidity according to the standard and no condensation.
 - 1.3.4. Temperature: $-5 \dots 55^{\circ}\text{C}$.
 - 1.3.5. Maximum number of operations: 5%/year of the total electrical/mechanical life declared in the product catalogue. Mechanical/Electrical number of operations and frequency do not exceed the limit indicated in product catalog/manual.
 - 1.3.6. Prescribed maintenance carried out regularly, as indicated in product manual, and clearly documented or in accordance with the ABB Ability™ Electrical Distribution Control System (EDCS) Predict Feature
 - 1.3.7. No Short Circuit happened on the Low Voltage switchgear and controlgear product
 - 1.3.8. Contact wearing nor welding of the contact system and related topics, like conductivity issues happened on the Contactors, are issues not covered by the extension of Warranty
- 1.4. Limitations of utilization and environmental conditions for electromechanical Contactors
 - 1.4.1. Products and its accessories shall only be used under normal service, mounting and transport conditions as specified in standards IEC/EN 60947-1, IEC/EN 60947-4-1, IEC/EN 60947-5-1, UL60947-1 and UL60947-4-1 within limits specified in product documentation or as prescribed by the relevant product certification.
 - 1.4.2. Electrical load, characteristics, switching frequency and total number of operations may not exceed those specified in product documentation.
 - 1.4.3. Supply voltage and characteristics must be within required limits stated in product documentation.
 - 1.4.4. Warranty do not cover damages from short circuit, contact system wear or contact welding nor conductivity issues.
 - 1.4.5. No condensation allowed or usage in environments with corrosive gases
- 1.5. Limitations of utilization and environmental conditions for Motor Controller UMC- standard versions
 - 1.5.1. Products utilization according to normal service conditions of the standards: IEC/EN 60947-1, IEC/EN 60947-2, IEC/EN 60947-4-1, IEC/EN 60947-5-1, IEC/EN 60947-8 and within the limits specified defined in the data sheet
 - 1.5.2. No condensation allowed or usage in environments with corrosive gases
 - 1.5.3. Mechanical/Electrical number of operations and frequency of output relays do not exceed the limit indicated manual.
 - 1.5.4. No Short Circuit happened on output and control circuits
- 1.6. Limitations of utilization and environmental conditions for Arc Guard System (Main Units, HMI, Extension units)
 - 1.6.1. Products utilization according to normal service conditions of the standards: IEC 60947-1 and IEC 60947-5-1, in a marine environment in

accordance to the marine approvals and certifications and within the limits specified defined in the manual 1SFC170011M0201

- 1.6.2. No condensation allowed or usage in environments with corrosive gases

Exclusions from Warranty:

- Scheduled maintenance/ unscheduled consumable parts: This warranty does not cover maintenance nor ordinary repair, replacement of parts subject to first and second level of maintenance (see product's manual) as the replacement of consumable such as oils and grease. All maintenance and repairs performed must be documented;
- Tampering: The products have been mishandled, misused, willfully damaged, neglected, modified, changed or defaced in any way.
- The Low Voltage switchgear and controlgear product Serial Number label has been altered, obscured or removed.
- The term of the applicable warranty period has expired
- The declared application does not match the real one.
- The declared details of the end do not match the real one.

IMPORTANT: PLEASE READ THE TERMS AND CONDITIONS REGARDING THE USE OF ABB'S WEB SITES, APPLICATION AND/OR RELATING TO THE PRODUCT.

BY USING WEB SITES, LOW VOLTAGE SWITCHGEAR AND CONTROLGEAR PRODUCT EXTENDED WARRANTY GRANTED TO YOU, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT USE THE WEB SITE NOR THE WARRANTY EXTENSION WEB-BASED TOOL.

2. LOW VOLTAGE SWITCHGEAR AND CONTROLGEAR PRODUCT REGISTRATION PRIVACY POLICY AND TERMS AND CONDITIONS
See ABB Standard Privacy policy: <http://new.abb.com/privacy-policy>

- 2.1. How ABB will use the data you provided during Low Voltage switchgear and controlgear product Extended Warranty registration: Data provided during the registration can be used in marketing, customer service and sales efforts by ABB or third party channel companies. ABB or its third party channel companies may contact you by email, postal mail or telephone and provide you information about products and services ABB or its third party channel companies offer. Your information or data provided e.g. Circuit breaker parameters, will be only available for ABB and its third party channel companies.

3. ABB AGREEMENT

3.1. DEFINITIONS

"You" or "Customer" shall mean a company or person including but not limited to a legal or individual person for whom the ABB Low Voltage switchgear and controlgear product Extended Warranty will be granted. "ABB Low Voltage switchgear and controlgear product Extended Warranty" shall mean the ABB's contract based service that allows the Customers to have a prolonged warranty in addition to the standard 1 year Warranty (counted from the product's manufacturing date) on an ABB Low Voltage switchgear and controlgear product according to the terms and conditions and limitations "Low Voltage switchgear and controlgear product Extended Warranty" shall mean the product is "Active", according to the Life Cycle Management yearly updated by ABB, manufactured by ABB and for which the ABB has granted. "Low Voltage switchgear and controlgear product Extended Warranty License Agreement" shall mean this Agreement including its appendixes regarding. "ABB" shall mean ABB Company who is concluding this Agreement with You. "WEB Page" shall mean ABB's WEB Page for customer and/or end customer registration. It is required for the Customer to receive the Extended Warranty Contract. "Registration code": is the ABB codification needed to activate the Extended Warranty agreement. It must be specified during the order of the Extension of warranty.



3.2. SCOPE OF AGREEMENT

The terms and conditions of this Low Voltage switchgear and controlgear product Extended Warranty License Agreement shall apply to the Active Low Voltage Breakers defined by LCM (Life Cycle Management).

3.3. USE OF DATA

ABB shall not assume any responsibility or liability for the accuracy, correctness, completeness or quality of the information, documents and indicated prices and information made available to You through the Web Page. ABB takes no liability nor is ABB liable whether You use or not use the information or data received or gathered through the use of Web Page. ABB expressly excludes any and all liability which was caused by the use or non-use of the provided information or due to the use of erroneous or incomplete information as far as no intentional or grossly negligent behavior exists on the part of ABB.

3.4. TITLE OF OWNERSHIP

Nothing contained in this Agreement shall be deemed to convey any title to or ownership in any intellectual property of ABB in whole or part to the Customer. ABB shall be exclusive owner of any intellectual property rights related to ABB's products and software.

3.5. CUSTOMER'S RIGHTS AND OBLIGATIONS

The Customer responsibilities:

- promptly inform ABB of any changes in the Customer contact information.
- shall not license, sublicense, sell, resell, transfer, assign, distribute or in any other way commercially use or exploit the Low Voltage switchgear and controlgear product Extended Warranty than what is expressly stated in this Agreement.
- shall not use the Low Voltage switchgear and controlgear product Extended Warranty for any malicious activities such as but not limited to send spam, send or resend messages in violation of applicable laws, send or store infringing or otherwise illegal material or data, send or store internet viruses or other harmful computer programs, code or data.
- is responsible for handling all user account data and passwords confidentially and to refrain from disclosing them to unauthorized third parties.
- must notify ABB immediately about the loss of data or when it is suspected that the data has been misused. If ABB becomes aware of misuse, ABB is permitted to take necessary measures to prevent the misuse.

3.6. WARRANTY

In order for you to receive the Extended Warranty on ABB Low Voltage switchgear and controlgear product, you must fulfill the following requirements:

Expressly accept the terms and conditions of this Agreement:

- Give correct and accurate information while performing the Application registration (notice: provided you have given false or inaccurate information the Extended Warranty shall be regarded as null and void towards you) registered the ABB Products
- the ABB Low Voltage switchgear and controlgear product for which you seek the extended warranty must be registered into the ABB's Extended Warranty application within 12 months from the date of product's manufacturing;
- the ABB Low Voltage switchgear and controlgear product must be located at the same geographical location that is corresponding to the address for which it has been registered to in the Application. The ABB Low Voltage switchgear and controlgear product utilization is in line with ABB EXTENDED WARRANTY TERMS AND CONDITIONS.

Provided that you have successfully fulfilled the above mentioned requirements, You shall receive after a completion of registration a notice stating the contract reference number (= Registration code) and the date from which it shall be valid from and when it shall expire.

If you do not fulfill the requirements of the extended warranty, then the notice shall not inform you of the said contract number or the validity of the extended warranty. Repair or replacement shall not renew nor extend the

warranty period.

Provided that during the warranty period a defect is detected, ABB shall at its opinion either replace or repair the said defect. It is Customer's responsibility to contact ABB before the extended warranty expires. Under the warranty ABB's shall be responsible only for the breaker covered under the warranty agreement. The replacement of the Low Voltage switchgear and controlgear product or any other cost related to the warranty activity is under customer's responsibility.

ABB shall have the right depending on each applicable case to charge costs for forwarding the defective product to and back to ABB and/or custom duties. If the repair of the Low Voltage switchgear and controlgear product requires these costs, they shall be invoiced from you. Furthermore, ABB shall not be liable for any costs resulting from the failure if the installation, commissioning or ambient conditions of the Low Voltage switchgear and controlgear product do not fulfil the requirements specified in the documentation shipped with the Low Voltage switchgear and controlgear product and other relevant documentation.

Provided that ABB determines that there are no defects for which ABB is responsible for under this Agreement, ABB shall be entitled to invoice the occurred costs from you.

ABB's liability does not cover defects which are caused by faulty maintenance, incorrect erection or faulty repair by You or third parties or when the Low Voltage switchgear and controlgear product is being used for a different purpose than what it is intended to be used.

Finally, ABB's warranty does not cover the normal wear, tear or deterioration. ABB is not liable to carry out any dismantling or reinstallation of the part or other machinery or equipment that is attached or otherwise connected to ABB's Low Voltage switchgear and controlgear product.

Furthermore, ABB shall have no liability at all and this warranty shall not apply if You have given false or inaccurate information during the Application registration,

including but not limited to incorrect information regarding the location of the Low Voltage switchgear and controlgear product or equipment type.

ABB may at any time change the terms and conditions stated herein.

Furthermore, ABB may decide that the Low Voltage switchgear and controlgear product shall no longer be given any extended warranty. However, the Low Voltage switchgear and controlgear product which have been given prior to the changes or termination shall remain in force until the end of such extended warranty.

3.7. CHANGES

ABB reserves the right to change these terms at any time, when ABB deems it necessary or when this it is required for legal reasons. ABB will announce changes to the terms in good time prior to their coming into force. The changes become effective if no objection is made to them within two weeks by the Customer.

Provided that the Customer does not accept the changes and notify its objection within the time limit stated above, this Agreement shall be terminated within 1 month calculated from the moment ABB announced its change.

3.8. TERMINATION

This agreement shall be valid from the moment you have received the goods (in case of not yet purchased products) or from the Low Voltage switchgear and controlgear product's manufacturing date for products already purchased. Provided that the Customer is in breach of this Agreement and does not remedy such breach within 30 days after being notified of it, ABB has the right to terminate this Agreement with immediate effect.

Either Party shall be entitled to terminate this Agreement with immediate effect in the event that the other Party is declared bankrupt, files for bankruptcy, goes into or is placed in liquidation, enters into an arrangement with its creditors or becomes insolvent.

3.9. LIMITATION OF LIABILITY

ABB is not liable to the Customer or any user for any use or misuse of the Low Voltage switchgear and controlgear product. ABB shall not be liable for any damages or losses which may arise under this Agreement, including but not limited to (a) direct, consequential, indirect (such as but not limited to loss of



profit, loss of revenues, loss of power, loss of use, costs of capital, downtime costs, delays and claims of customers of purchaser), incidental, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort or otherwise (even if the Customer or ABB has been advised of the possibility of such damages); (b) applies whether damages arise from use or misuse of and reliance on the Low Voltage switchgear and controlgear product, (including any damages incurred by third parties); and (c) applies notwithstanding a failure of the essential purpose of any limited remedy and to the fullest extent permitted by law.

3.10. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted and governed according to the laws of Italy. In case of a dispute between the Parties in connection with this Agreement, which cannot be amicably, each Party shall be entitled to demand that the dispute be finally settled by the Court of Milan (Italy)

3.11. SEVERABILITY

In the event that any provision or any portion of any provision of this Agreement or the application of any such provision or any portion thereof, shall be held invalid, unenforceable or void by a court of competent jurisdiction, the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision or portion of such provision other than those as to which it is held invalid, unenforceable or void, shall not be affected thereby; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement for either party.

3.12. NO WAIVER

No term or provision hereof will be considered waived by either party, and no breach executed by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

3.13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the effective date and supersedes all prior agreements, negotiations, advertisements and communications, whether written or oral, with respect to the subject matter contained in this Agreement.

According to Articles 1341 – 1342 of the Italian Civil Code, we declare to specifically approve the clauses here below:

- 8 – Termination;
- 10 – Limitation of Liability;
- 11 – Applicable Law and Dispute Resolution.