

**ABB COLOMBIA LTDA**  
**GENERAL TERMS AND CONDITIONS OF ABB**  
**FOR THE PURCHASE OF GOODS AND/OR SERVICES (STANDARD 2024/2) COLOMBIA 2025 V1**

**1. DEFINITIONS AND INTERPRETATION**

1.1 The following terms shall have the following meanings:  
 "ABB TCG: these ABB General Terms and Conditions for the Acquisition of Goods and/or Services (Standard 2024-2);

Applicable integrity laws:

(i) *Anti-bribery and anti-corruption laws*: including the U.S. Foreign Corrupt Practices Act 1977 (as amended), the U.K. Bribery Act 2010 (as amended) and any other applicable laws, regulations and official government orders relating to anti-corruption, bribery, money laundering and tax evasion in the relevant jurisdictions.

(ii) *Sanctions and Trade Control Laws and Regulations*: all applicable laws, regulations, administrative or regulatory decisions or directives adopted, maintained or enforced by any Sanctions Agency on or after the date of this Agreement that sanction, prohibit or restrict certain activities, including direct or indirect transactions or relationships with certain countries, territories, regions, governments, projects or specifically designated persons or entities (collectively, "Trade Control Laws");

iii) *International human rights and anti-modern slavery laws and frameworks*: including the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Labor Standards Conventions, the UK Modern Slavery Act and other similar international laws, regulations and frameworks on human rights, human trafficking and anti-modern slavery.

(iv) *Law 1474 of 2011 and Law 1778 of 2016 in Colombia*, or any other national anti-corruption regulations applicable to the Purchaser, the place of execution of the contract or the final destination of the goods and services.

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under the control of each Party;

Order/Agreement: Purchase Order or Services Order issued by the Customer to the Supplier, which is governed by the conditions described in these ABB GTC, and any other documents submitted by the Customer to become part of the same, such as, but not limited to a) technical specifications b) terms of delivery;

Customer: the party ordering the Goods and/or Services from the Supplier;

Customer Data: any data or information, including Personal Data, required by Supplier in the preparation or during the fulfillment of the order, regardless of whether such data or information is not part of the order itself, regardless of whether such data or information relates to Customer, its Affiliates or its subsidiaries, Customer, its Affiliates or their respective customers or suppliers;

Delivery: delivery of Goods by the Supplier in accordance with the Customer's request;

Place of delivery: Warehouse, factory or other facilities designated by Customer for the physical delivery of the Goods and/or Services, which may be Customer's or affiliates' facilities (including such location as may be listed in any relevant price list), end users or third party transportation or logistics providers, or as directed by Customer.

Embedded Software: software necessary for the operation of the Products, integrated in the Products purchased and supplied as an integral part thereof;

Goods: the items to be delivered by Supplier pursuant to the Order and/or all materials, documents or other deliverables resulting from the Services provided by Supplier under the Order in any form or medium, including, but not limited to, data, diagrams, drawings, reports and specifications delivered by Customer;

Intellectual property rights: (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, know-how and disclosures of inventions (whether registered or not); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations of any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection.

Personal Data: any data or information of an identified or identifiable natural person;

Records: includes all books, accounts and supporting or underlying documents and materials reflecting financial transactions and services related to any business conducted for or on behalf of Client or its Affiliates;

Restricted Person: any entity or person included on a list (including the U.S., EU and Swiss lists) of affected parties, blocked parties or persons subject to asset freezes or other restrictions introduced under any applicable Trade Control Act (and includes any entity that is directly or indirectly fifty (50) percent or more owned, jointly or severally, or otherwise controlled by any Restricted Person);

Sanctions Agency: any governmental or regulatory body, instrumentality, authority, institution, agency or court that enacts or administers Trade Control Laws and has jurisdiction over the Order, other than governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the Office of Foreign Assets Control of the Department of the Treasury, the Department of State and the Department of Commerce), (iii) the European Union or (iv) Switzerland;

Modification Order: a change in the Order to alter, amend, modify, omit, add to, or otherwise change the Order or any part thereof, which must always be in writing to be considered valid.

Clauses: These are the conditions described in these ABB GTC.

Headings: are for information purposes only and do not affect the interpretation of ABB's GTC.

**2. APPLICATION**

**2.1** ABB's GTC govern the relationship between the parties.

**2.2** No terms or conditions contained in acknowledgements, acceptances, e-mails or minutes shall form part of the terms of the order and the supplier waives any right it may have to use it on terms other than those contained herein, unless written agreement signed by the legal representatives of the parties or ABB agrees to special remarks contained in the cover page of the order.

**2.3** The supplier shall accept the T&Cs governing ABB's order, acceptance may be given expressly in writing or tacitly if no express rejection is received within 72 hours after issuance of the order.

**2.4** Any modification shall be made in writing.

### 3. SUPPLIER'S RESPONSIBILITIES

**3.1** The Supplier shall deliver the Goods and provide the Services:

- 3.1.1 in accordance with applicable laws and regulations;
- 3.1.2 in accordance with ABB's requirements (including the provision of all necessary documentation);
- 3.1.3 free of defects and third party rights; and
- 3.1.4 fit for any purpose stated in the conditions of purchase or, failing that, fit for the purposes for which such Goods and/or Services would normally be used.

**3.2** The Supplier shall ensure that the Goods are packaged in accordance with industry standards and applicable laws and regulations, in a manner adequate to preserve and protect the Goods and in a manner sufficient to permit safe unloading and inspection at the relevant Delivery Point.

**3.3** When the Customer (or an Affiliate or third party authorized by the Customer at a relevant Delivery Point) identifies quality-related problems on the part of the Supplier, the Supplier shall be notified.

Without prejudice to other remedies available to Customer under the Order, Customer may direct Supplier to conduct, at Supplier's expense and risk, an analysis of the root cause(s) of the quality-related problem(s); such analysis shall be conducted and communicated to Customer within ten (10) calendar days of notification of the quality-related problem(s).

Customer reserves the right to perform an audit (conducted by Customer's designated personnel, which may include third party experts or Customer's Subsidiary personnel) of Supplier based on the results of the root cause analysis. The Supplier shall also proactively inform the Customer if it becomes aware of any quality-related problems that may affect the Goods and/or Services, and the provisions of this Clause shall apply as if the problem had been notified to the Customer.

**3.4** The Customer may issue Variation Orders upon initial request, the Supplier shall carry out such Variation Orders. If any Variation Order causes an increase or decrease in the cost or time required for performance of any of the Services or Goods, an equitable adjustment in the purchase price and/or Delivery Schedule will be made in writing. The Supplier shall be deemed to waive any claim for adjustment under this clause if it submits a request for adjustment to the Client within 30 calendar days of the issuance of the Variation Order.

If the Variation Order request is requested by the Supplier, it will only become effective after written confirmation signed by the Customer's legal representative.

**3.5** The supplier is not entitled to suspend the delivery of goods or the provision of services unilaterally.

**3.6** The supplier assumes full and exclusive responsibility for any occupational accident or illness affecting direct or indirect personnel used in connection with the execution of the order.

**3.7** The supplier is solely and exclusively liable for any claims and/or demands made by third parties, employees or subcontractors for any loss or damage caused by it in connection with the performance of the order, and shall without limitation defend, indemnify and hold harmless ABB (and any affiliate or end user of its portfolio) against any such claims, proceedings, actions, fines, losses, costs, damages and/or expenses arising out of or related to claims and/or demands, as well as for any failure to comply with laws, regulations, codes of practice, guidelines or governmental requirements applicable to the supplier or its subcontractors. The Supplier undertakes to appear in court

at its own expense if so requested by the Client, acknowledging that it has full technical and administrative autonomy, and is therefore the sole employer and sole responsible for labor and other obligations at its own expense. The Supplier undertakes to provide the Client and/or any of its affiliates or controlling entity with all requested documentation and information necessary to ensure the proper legal defense of its interests before a competent court of law.

**3.8** Notwithstanding the foregoing, the Customer shall be entitled to make, or procure to be made, credit work to the personnel used by the Supplier in connection with the execution of the order in order to avoid claims, liens or encumbrances. If there are no balances, the debtor undertakes to repay such amounts within a term not exceeding 15 calendar days, as from which date ABB shall be authorized to charge default interest at the maximum legal rate in force.

### 4. PAYMENT, INVOICING

**4.1** In consideration for the Goods and/or Services rendered in accordance with the order, the Customer shall pay the supplier the price stated in the Purchase Order or Service provided that the supplier has complied with the requirements defined by the Customer with the issuance of the order. Payment shall be made in the country in which the supplier is registered in a bank account in the supplier's name. The price includes all fees and taxes (except VAT or equivalent) and all costs of manufacture, production, storage, packaging (including the return of any returnable packaging) of any of the goods and/or expenses required by the personnel in charge of execution of activities in case of provision of services.

**4.2** The supplier shall submit invoices in an auditable form in accordance with applicable law, generally accepted accounting principles and customer specific requirements with the following minimum information: name, address and contact details of the supplier, invoice date, invoice number, order number, supplier identification, customer address, quantity, specification of the goods or service provided, price (total amount invoiced), currency, amount of taxes or VAT, payment terms, if applicable Authorized Economic Operator number, authorized exporter authorization number and/or applicable customs identification number.

**4.3** The filing of the invoice must be done only in the ABB Colombia's Invoice Filing mail:

[co-radicacion.facturas-co@abb.com](mailto:co-radicacion.facturas-co@abb.com).

**4.4** The Customer shall pay the invoice in accordance with the payment terms agreed in the order.

**4.5** The Customer shall reimburse the expenses only at its own expense which have been agreed in writing.

**4.6** Payment authorization shall be made through Service Entry Sheets (HES) issued by ABB, according to the progress reports of each delivery. Invoices will be paid in accordance with the milestones described below, within forty-five (45) days following the date of filing of the invoice accompanied by the partial delivery or completion minutes duly signed by the parties (HES - Service Entry Sheet). CUSTOMER makes payments to suppliers only on the 4th of each month. Your payment will be made in a timely manner if you comply with the provisions of this paragraph.

**4.7** The Customer reserves the right to set off, deduct or withhold payment for goods or services not delivered as required.

In development of the principle of private autonomy of will, the supplier irrevocably authorizes ABB to withhold deduct or set off any of the outstanding sums payable to it under the

order or any sum of money that ABB deems it owes to it. In any case, the sums withheld by ABB shall not give rise to any interest in favor of the supplier, even in the event of a dispute as to the supplier's obligation to pay or the amount of compensation payable by the supplier to ABB.

Withholdings made by ABB under this provision shall not be considered as a breach of contract, but shall be deemed to be acts that are part of the performance of the contract.

In the event that the supplier's obligations in favor of ABB can be paid by deduction or withholding of any sum of money because there are no outstanding amounts payable to the supplier, the order shall be enforceable for the sums owed by the supplier to ABB.

The supplier expressly waives the requirements for the constitution in default, so that no judicial pronouncement shall be required for ABB to be able to directly apply withholdings or discounts, to make effective automatically and as of right the clause called Express Resolutive Condition / termination as of right of the order, together with the corresponding compensation for the damages suffered, in the terms herein agreed.

**4.8** If an invoice received by the Customer is not paid on the due date, the Supplier may notify in writing that the amount is overdue. Thirty (30) days after receipt of notice, unless payment is contested or rejected in good faith by Customer in accordance with law.

**4.9** It is a requirement for the cancellation of the services, the prior presentation of the original commercial invoice, which complies with the requirements of the National tax statute (in this account of collection or invoice must indicate the order number), accompanied by the original act of acceptance of the services provided (HES), which will be processed as long as they are approved by the auditor of the management that is advanced, who must report the satisfaction of the CUSTOMER.

**4.10** The corresponding commercial invoice shall be paid by the CUSTOMER only by bank transfer to the current or savings account held by the SUPPLIER. Since the required commercial invoice is not a security, its negotiation shall be subject to the prior written approval given by THE CUSTOMER.

**4.11** If the Supplier submits invoices with values different from those stipulated in the Contract, without a validly subscribed Additional Agreement, such invoices shall be rejected by the CUSTOMER, and the Supplier shall incur a penalty consisting of the extension of the payment date of the invoice submitted for an additional 30 days.

**4.12** It shall be a requirement for the cancellation of the services object of this ORDER the compliance of the SUPPLIER with the regulations on Social Security including salaries and legal-labor obligations, consequently, in case of non-compliance, the CUSTOMER may suspend the payment of the services until the SUPPLIER proves the payment of contributions to health, pensions, professional risks, SENA, ICBF and other parafiscal obligations of the personnel employed in the execution of the Scope of Work.

## **5. DELIVERY, PERFORMANCE OF SERVICES**

**5.1** Unless otherwise agreed, the Products shall be delivered in accordance with the INCOTERMS 2020 indicated by ABB.

**5.2** The Services shall be performed at the place of delivery and/or under ABB's instruction.

**5.3** The Supplier shall provide, at the latest at the time of acceptance of the Order, the following minimum information: number of packages and contents, the customs tariff numbers of the country of shipment and the countries of origin of all Goods.

**5.4** The Goods shall be delivered, and the Services shall be provided, during the Customer's business hours (or the

requested Delivery Time), unless otherwise requested by the Customer

**5.5** At the time of Delivery, Supplier (or its designated carrier) shall provide Customer (or, if requested, any Affiliate of Customer or designated third party at the Delivery Location) with a delivery note and any other necessary export and import documents not mentioned in Clause 5.3. If the Customer has requested a partial delivery, the delivery note shall also include the outstanding balance.

**5.6** Ownership of the Goods passes to the Customer at the time of Delivery. To the extent that the Goods contain Embedded Software, ownership of such Embedded Software shall not pass to Customer, but Supplier shall grant, or - as applicable - procure that the third party shall grant, to Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the Embedded Software as an integral part of such Goods and/or for the maintenance of any such Goods. For the avoidance of doubt, Supplier shall have no lien on title, and Supplier shall transfer good title to the Goods, free and clear of any charge or encumbrance (but the transfer of title and ownership of the Goods to Customer shall not relieve Customer of its obligation to pay for such Goods in accordance with the terms of the Order).

## **6. ACCEPTANCE**

**6.1** The delivery of Goods or the provision of Services shall not be deemed an acceptance of such Goods or Services by the Customer. Customer (or its Affiliate or designee at the Place of Delivery) shall have a reasonable time to inspect or test the Goods and/or Services and to report any defects to Supplier. If a defect in the Goods and/or Services is not reasonably detectable during inspection, Customer (or its Affiliate or designee at the Delivery Location) shall have a reasonable time to give notice of such defect once it has become apparent and/or to reject the Goods and/or Services.

**6.2** The Parties may agree on a certain acceptance procedure, in which case acceptance shall be subject to the Client's (or the Affiliate's or the Client's nominee's) written acceptance status. Supplier shall inform Customer (and any relevant Affiliate or designee of Customer) in writing upon reasonable notice when the Goods and/or Services are ready for acceptance.

**6.3** The Customer may assert any remedy defined in the order in relation to the rejected Goods or Services.

## **7. DELAY**

**7.1** The Supplier shall deliver the Goods in accordance with the date and time in accordance with the delivery period indicated in the order. If Delivery of the Goods or performance of the Services does not conform to the agreed date(s), Customer may:

7.1.1 to cancel the order in whole or in part;

7.1.2 reject any subsequent delivery of the Goods or performance of the Services;

7.1.3 claim from the supplier any expenses reasonably incurred by the Customer (or any Affiliate of the Customer or designee affected) in obtaining the Goods and/or Services as a substitute from another supplier;

7.1.4 claim damages for any costs, losses, expenses and damages incurred by the Client (or any Client Affiliate or designee affected) that are attributable to the Supplier's delay;

7.1.5 Deduct a daily penalty of 1% of the order value up to a maximum of 30% of the order value.

7.1.6 The Customer may elect one or more non-exclusive remedies for the recovery of costs or damages for any breach by the Supplier.

## 8. WARRANTY AND REMEDIES

**8.1** Supplier warrants that the Goods and/or Services comply with the order, including, but not limited to, Supplier's responsibilities as defined herein and as otherwise set forth by Customer with the issuance of the order.

**8.2** The Supplier warrants that the Goods are new and unused at the date of delivery and remain free from defects during the warranty period.

**8.3** The warranty period is twenty-four (24) months from delivery, or as otherwise stated in the order.

**8.4** In the event of breach of any warranty that is not cured within forty-eight (48) hours of Customer's notice, or in the event of any other breach of the order, Customer shall be entitled to assert any or all of the following remedies available to it:

8.4.1 give the Supplier the opportunity to perform any additional work necessary to ensure compliance with the order;

8.4.2 require the Supplier to promptly repair or replace the defective Goods and/or Services;

8.4.3 perform (or commission a third party to perform) any additional work necessary for the Goods and/or Services to comply with the order, in which case the Supplier shall be liable for damages in money and time plus a surcharge of 10% of the value finally paid;

8.4.4 to reject the Good and/or Service;

8.4.5 require the Supplier to indemnify and hold the Customer (and any relevant Affiliate of the Customer or End User) harmless for any damages that the Customer (or any Affiliate of the Customer or End User) may have suffered as a result of the Supplier's breach of the Order;

8.4.6 terminate the order by written notice, and in such event:  
8.4.6.1 The Client shall be entitled to penalties for non-compliance with any of the Supplier's obligations equivalent to 1% per day until the non-compliance is remedied, the maximum amount being 30% of the value of the order. In case of definitive default declared by the Customer after having provided a reasonable term for performance, ABB may cancel the order and enforce an additional penalty clause equal to 20% of the value of the order, which shall constitute an advance payment of damages.

8.4.6.2 The Supplier shall return to the Customer any remuneration received from the Customer for the Goods and/or Services and shall remove the Goods at the Supplier's risk and expense.

8.4.6.3 the Customer may obtain equivalent substitute goods and/or services from an alternative supplier (at the Supplier's expense for any additional costs incurred in doing so).

**8.5** In the event of breach of any warranty, the full warranty period shall recommence for the defective Goods/Services from the date on which the repair is completed to the Customer's satisfaction.

**8.6** The rights and remedies available to Customer under the Order are cumulative and are not exclusive of any rights or remedies at law or in equity.

## 9. INTELLECTUAL PROPERTY RIGHTS

**9.1** Supplier grants to Customer and its Affiliates a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Intellectual Property Rights in the Goods, including the Embedded Software, if any.

**9.2** The Supplier hereby assigns to the Client (or shall assign to the Client's nominee) all ownership rights in the Intellectual Property Rights resulting from the Services which are the subject of the order. Furthermore, if requested, Supplier undertakes, at Client's request and at Client's expense, to

take all necessary steps to perfect Client's (or its designated Affiliate's) ownership of the Intellectual Property Rights.

**9.3** Intellectual Property Rights in any Goods created by or licensed to the Supplier prior to or outside a Contract (Pre-existing IPR) shall remain vested in the Supplier (or the third party owner). To the extent that the Pre-existing IPRs are incorporated into any Goods resulting from the Services, Supplier grants to Customer and its Affiliates a worldwide, irrevocable, transferable, sublicensable, non-exclusive, royalty-free license to use the Pre-existing IPRs as part of such Goods, including the right to enhance, develop, market, distribute, sublicense or otherwise use such Pre-existing IPRs.

**9.4** Supplier shall specify in writing and prior to Delivery all open source software contained in or used by the Software integrated therein, if any, and request Customer's written approval. The Supplier undertakes to replace at its own expense any open source software component rejected by the Customer with software of at least the same quality and functionality.

**9.5** If any claim is made against Customer (or any Affiliate of Customer and/or end user of its portfolio) that the Goods and/or Services infringe the Intellectual Property Rights of a third party, Supplier shall, at its cost, but at Customer's discretion (i) procure for Customer, Customer's Affiliates and Customer's customers, as the case may be, the right to continue to use the Goods and/or Services; (ii) modify the Goods and/or Services so that they are no longer infringing; or (iii) replace the Goods and/or Services with non-infringing equivalents (iv) defend and hold ABB harmless for any damages suffered by reason of Supplier's breach. Otherwise, Customer shall be entitled to rescind the order and reclaim all amounts that it, or any Affiliate of Customer, has paid to Supplier hereunder.

## 10. INTEGRITY PROVISIONS

**10.1** Both Parties shall comply with all Applicable Integrity Laws in connection with the Order and shall ensure that their respective employees, directors, officers and Affiliates or third parties engaged in any way in connection with the Order undertake to comply with all Applicable Integrity Laws and the requirements set forth in this Clause in connection with the Order. Both Parties confirm that they have not violated, will not violate and will not cause the other Party to violate any Applicable Integrity Laws in connection with the Order.

**10.2** The Supplier has reviewed, understands and agrees to fulfill its contractual obligations in accordance with the principles set forth in the document entitled [Code of Conduct](#) and [Code of Conduct for ABB Suppliers](#). The Supplier is hereby informed, and shall inform its employees, officers, directors, directors, affiliates and third parties related to the order, of the following ABB reporting channels, where any suspected or observed violations of Applicable Integrity Laws, the ABB Supplier Code of Conduct, these Integrity Provisions or similar applicable rules may be reported, including anonymously (where permitted by law):

Portal web: [www.abb.com/integrity](http://www.abb.com/integrity)

Web channel for complaints: [Ethics Helpline](#)

**10.3** The Supplier acknowledges that it will be subject to the Customer's integrity risk management processes, including due diligence where appropriate, and therefore undertakes to provide all information required in such processes when requested by ABB. The Supplier undertakes and accepts responsibility for conducting an appropriate level of due diligence of its Affiliates and contracted third parties in connection with this order and for ensuring that related third

parties carry out adequate integrity provisions that are materially equal to the provisions of this clause.

**10.4** The Supplier shall promptly inform the Customer of any material changes to the information provided at the stage of the ABB supplier engagement or due diligence processes. At the Customer's request, the Supplier shall ensure and certify that its employees, shareholders, officers, directors, managers, affiliates or third parties related to this order have received industry standard integrity risk awareness training.

**10.5** Each Party represents and warrants that neither it, nor any of its respective directors or officers, is a Restricted Person. Each Party agrees to immediately notify the other Party if it becomes a Restricted Person.

**10.6** The Supplier shall be responsible, at its own expense, for compliance with all applicable export laws and for obtaining any necessary import customs clearance. Unless otherwise agreed, Supplier shall, at its own expense, obtain all export licenses and any other permits or authorizations required under applicable Trade Control Laws and provide Customer with written notice of such license(s), permit(s) or authorization(s) and all applicable conditions.

**10.7** The Supplier undertakes to notify the Customer in writing if the Goods and/or the Embedded Software are subject to export controls. In particular, Supplier shall notify Customer if the Goods or Embedded Software are subject to the U.S. Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR"). In addition, Supplier shall provide Customer with all Harmonized Tariff Schedule codes, export control classification numbers, country(ies) of origin certificates, manufacturer's name, Free Trade Agreement qualification and Chemical Abstract Service number, Material Safety Data Sheets (MSDS), if applicable, and any subsequent changes thereto, for any Goods and/or Integrated Software provided in connection with this order. Upon request, the Supplier undertakes to provide the Customer with all relevant information necessary to verify tariff codes.

**10.8** The Supplier confirms that no goods, materials, parts, equipment, services, technology, technical data or software included, incorporated or supplied in connection with the Order originate from or are transported through Cuba, Iran, North Korea, Syria, Russia, Belarus and the Ukrainian regions of Crimea, Donetsk, Kherson, Zaporizhzhia and Luhansk (this list may be amended by the Customer at any time). In addition, Supplier shall not take any action, provide any information or make any request that may be reportable or that may result in a violation of law or penalty to Customer or any of its Affiliates under applicable anti-boycott laws and regulations.

**10.9** During the course of the order and for a period of ten (10) years after completion of the order, Supplier shall maintain complete and accurate records. Customer and its authorized representatives shall have the right to access and audit, including obtaining copies of or extracts from Records, including, but not limited to, those maintained by Supplier, its employees, agents, assigns, Affiliates, successors or third parties related to the order. Such Records shall be made available to Client during normal business hours at Supplier's office or other place of business upon three (3) days' prior written notice from Client. If the audited data includes any commercially sensitive information of Supplier or third parties, such data shall only be made available to members of Client's integrity team who are not involved in the daily operations of any business competing with Supplier or to an independent external auditor, if appointed by Client for the purpose of the audit. Such commercially sensitive information shall be considered by

Customer to be confidential information of Supplier that may not otherwise be disclosed without Supplier's approval.

**10.10** The Supplier shall immediately notify the Customer in writing of any breach of the Applicable Integrity Legislation, the ABB Supplier Code of Conduct or this Integrity Clause by the Supplier, its Affiliates or any third party engaged by the Supplier in connection with the order.

In the event of such notification or in the event Client has reason to believe that a potential or possible breach has occurred, Supplier shall comply with Client's requests for information about the breach, including making available its Records, employees, offices, etc., for any audit, investigation, or other information Client requests.

The Customer may withhold payments until it receives satisfactory confirmation that no default has occurred or will occur. The Customer shall not be liable to the Supplier for any claim, loss or damage related to its decision to suspend or withhold payments under this provision.

**10.11** The Supplier and its subcontractors must comply with ABB's Prohibited and Restricted Substances List and report to the Customer (and/or any Affiliate of the Customer operating at the relevant Delivery Location) the substances contained in the Goods. The Supplier must also comply with the reporting and other requirements related to Conflict Minerals available on our website at the following link:

<https://global.abb/group/en/about/supplying/responsible-minerals>

and shall provide Customer (and any relevant Customer Affiliate) with documents, certificates and statements as requested. Any representations made by Supplier to Customer (whether directly or indirectly) with respect to materials used for or in connection with the Goods and/or Services shall be deemed to be under affidavit and accepted under contractual good faith.

**10.12** The supplier declares that the documents and certificates submitted for the supplier's admission attesting to experience, among others, are authentic.

Falsehood or any lack of integrity constitutes a serious breach and constitutes just cause for unilateral termination of the contract, without the recognition or payment of compensation.

THE PARTIES declare their commitment to the prevention and fight against fraud, corruption, bribery, money laundering, financing of terrorism and weapons of mass destruction, while declaring to know, accept and strictly comply with the principles to Colombian Laws regarding national and transnational bribery and other corrupt practices provided in the Criminal Code, in Law 1474 of 2011 and Law 1778 of 2016, in international treaties on anti-corruption and transnational bribery to which Colombia is a party (together "Applicable Anti-Corruption Laws"), and in case of suspicion or evidence of any situation that contravenes shall be reported immediately to the channels established for such purpose.

The supplier declares that it, its parents, subordinates or affiliates, nor their respective directors, shareholders, partners, employees, contractors or agents, or any other person acting on their behalf, has been investigated or sanctioned for conduct prohibited by Applicable Anti-Corruption Laws, otherwise it shall immediately inform ABB. Supplier declares that it has taken all necessary measures provided by Applicable Anti-Corruption Laws to diminish the risk of engaging in any transaction or business with a Reportable Person, and that to its current knowledge it has not engaged in, taken part in, or has evidence to indicate that it has engaged in any transaction or business with a Reportable Person,

that is, with any person or entity whose information is included in the lists and databases issued by Colombian governmental entities.

United Nations (in particular, but not limited to, the lists of the Office of Foreign Assets Control (OFAC) and the United Nations Office on Drugs and Crime (UNODC))

of the United States Department of the Treasury -OFAC-), related to bribery, bribery-related

bribery, transnational bribery, and other acts of corruption.

By virtue of the foregoing

THE PARTIES expressly state that the provisions of this clause are substantive and

survive the termination of the indefinite-term contract.

## 11. CONFIDENTIALITY, SECURITY AND DATA PROTECTION

**11.1** The Supplier shall keep strictly confidential all Customer Data and any other information relating to the Customer's or its Affiliates' business, its products and/or its technologies that the Supplier obtains in connection with the Goods and/or Services to be supplied (whether before or after acceptance of the order). Supplier shall restrict disclosure of such confidential material to those employees, agents, subcontractors or other third parties who have a need to know for the purpose of providing the Goods and/or Services to Customer. The Supplier shall ensure that such persons are subject to compliance with the confidentiality obligations applicable to the Supplier and shall be liable for any unauthorized disclosure.

**11.2** Supplier shall implement appropriate safeguards, appropriate to the type of Customer Data to be protected, against unauthorized access to or disclosure of Customer Data and protect such Customer Data in accordance with generally accepted standards of protection in the related industry, or in the same manner and to the same degree as it protects its own confidential and proprietary information, whichever is the higher standard. Supplier may disclose Confidential Information to Additional Permitted Recipients (i.e., authorized representatives of Supplier, including auditors, legal counsel, consultants and advisors) provided that: (ii) such Additional Permitted Recipients sign with Supplier a confidentiality agreement with terms substantially similar to those herein or, if applicable, are bound by professional codes of conduct that ensure the confidentiality of such information. Supplier shall comply with, and shall ensure that Additional Permitted Recipients comply with, any security procedures, policies or standards provided to Supplier by Customer or any of its Affiliates from time to time, and in particular the ABB Cybersecurity Requirements for Suppliers, available at [www.abb.com/Supplying/Cybersecurity](http://www.abb.com/Supplying/Cybersecurity), or otherwise set forth in the order.

**11.3** Supplier shall not: (i) use the Customer Data for purposes other than the provision of the Goods and/or Services; or (ii) reproduce the Customer Data, in whole or in part, in any form, except as required by the Order; or (iii) disclose the Customer Data to any third party, except to Additional Permitted Recipients or with the prior written consent of the Customer.

**11.4** The Supplier shall at its own expense install and update appropriate virus protection software and operating system security patches for all computers and software used in connection with the supply of the Goods and/or Services.

**11.5** The Supplier shall inform the Customer (and any Affiliates of the Customer concerned) without delay of any suspected data security breach or other serious incidents or irregularities in relation to Customer Data.

**11.6** The Supplier agrees that the Client (and any Affiliates of the Client concerned) may provide any information received

from the Supplier to other Affiliates of the Client and to third parties.

## 11.7 Protection of personal data

**11.7.1** If Customer discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations, without limitation Law 1581 of 2012 and Decree 1377 of 2013, as well as any other regulations in force in the relevant jurisdiction. The parties and declare that they have legitimately obtained the data they collect, considering the corresponding authorizations, in accordance with the applicable legislation.

**11.7.2** The Supplier shall implement appropriate physical, technical and organizational measures to ensure a level of security of the Personal Data appropriate to the respective risk and the ability to ensure the continued confidentiality, integrity, availability and resilience of the processing systems and services.

**11.7.3** The Supplier shall make all reasonable efforts to deliver the ABB Privacy Notice (Supplier or Contractor Notice) available at [www.abb.com/Privacy Notices](http://www.abb.com/Privacy Notices) to its employees involved in the delivery of Goods or the provision of Services for the ABB.

**11.7.4** Provider agrees that it will not withhold or delay its consent that, in the reasonable opinion of Client or its Affiliates, is necessary to be made to comply with applicable data protection laws and regulations and/or the guidelines and notices of any competent supervisory authority, and agrees to implement such changes at no additional charge to Client.

**11.7.5** The Supplier acknowledges that the processing of Personal Data pursuant to the Order may require the conclusion of additional data processing or data protection agreements with the Customer or its Affiliates. To the extent that such additional agreements are not initially entered into as part of the order, Supplier, its Affiliates or relevant subcontractors shall, at Customer's request, promptly enter into such agreements as designated by Customer and as required by mandatory law or a competent data protection or other competent authority.

## 12. LIABILITY AND INDEMNIFICATION

**12.1** Without prejudice to applicable mandatory legislation, Supplier shall indemnify and hold harmless Client, and any Affiliates of Client affected, against all damages, costs, losses or expenses incurred as a result of Supplier's failure to comply with the Order and/or Applicable Integrity Laws in connection with this Order. Supplier shall, without limitation, indemnify and hold ABB harmless against any claim brought by a third party in connection with the Goods and/or Services, including without limitation, claims that such Goods and/or Services infringe a third party's Intellectual Property Rights, damage to the environment, violation of law and so forth.

**12.2** The Supplier is responsible for the control and management of all its employees, suppliers and/or subcontractors, and is liable for their acts or omissions as if they were acts or omissions of the Supplier.

**12.3** Supplier shall maintain in force, and upon request shall provide evidence thereof, adequate liability insurance and mandatory workers' compensation/employer's liability insurance with reputable and financially sound insurers, which shall not, however, relieve Supplier of any liability to Client (or any Affiliate of Client). The sum insured cannot be considered a limitation of liability.

When deemed necessary, ABB will incorporate the required policies and percentages on the face of the Purchase Order and/or Service Order.

**12.4** The Customer reserves the right to set off any claim under an order against any amount due to the Supplier.

### **13. RESCISSION**

**13.1** The Customer may terminate the order in whole or in part by unilaterally giving thirty (30) calendar days prior written notice to the Supplier. In such event, Customer shall pay Supplier the value of the Goods and/or Services delivered but not paid for (provided that such Goods and/or Services otherwise comply with the order) and the proven direct costs reasonably incurred by Supplier for the undelivered Goods and/or Services, but in no event in an amount greater than the price of the Goods and/or Services agreed under the order. The Supplier shall not be entitled to any other compensation.

**13.2** In the event of Supplier's breach of the Order, Customer may terminate the Order with immediate effect by written notice in the event that: (i) an interim injunction is sought or granted, or a voluntary arrangement is approved, or a petition for a bankruptcy order is filed or a bankruptcy order is made against the Supplier; or (ii) any insolvency circumstance occurs (iii) there is a change of control or shareholding of the Supplier that does not meet ABB's required minimum standards of integrity; (iv) Customer's compliance with any of its obligations under this order as a result of Trade Control Laws enacted or amended after the date of this order and/or Supplier becomes a Restricted Person; or (v) any actual or imminent violation of Applicable Integrity Laws or other breach of the Integrity provisions of this order. Any claim for payment by Supplier arising from the foregoing sub-items, including claims for services previously rendered, shall be suspended until such obligation can be legally performed by Customer or shall be automatically rescinded and cancelled, and all payments previously made shall be promptly refunded to Customer to the extent permitted by applicable law.

Customer shall not be liable to Supplier for any costs, expenses or damages associated with such suspension or termination of the order. Such termination shall be without prejudice to all rights of recourse that may be exercised by the Customer.

**13.3** Upon termination, Supplier shall immediately return to Customer (or Customer's affiliate), at its own cost, all Customer's or Customer's affiliate's property (including Customer Data, documentation and transfer of Intellectual Property Rights) then in Supplier's control and provide Customer (or Customer's designated affiliate) with full documentation of the Goods and/or Services.

### **14. FORCE MAJEURE**

**14.1** Neither Party (nor any Affiliate of the Customer receiving the Goods and/or Services) shall be liable for any delay or failure to perform its obligations under an Order if the delay or failure is due to a Force Majeure Event. Force Majeure shall mean an event not foreseeable by the affected Party (or Customer's Affiliate) at the time of order acceptance, unavoidable and beyond the reasonable control of the affected Party (or Customer's Affiliate), provided that it is unable to overcome such event despite all reasonable efforts, and that it notifies the other Party (and, in the case of the affected Supplier, any relevant Customer's Affiliate) within five (5) calendar days of the occurrence of the Force Majeure event.

**14.2** If an event of Force Majeure exceeds thirty (30) calendar days, either Party may terminate the order immediately by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of Force Majeure.

### **15. ASSIGNMENT AND SUBCONTRACTING**

**15.1** The Supplier may not assign, renew, transfer, encumber or subcontract the Order, or any part thereof (including any monetary claims of the Client), or engage any third party to perform any part of the Supplier's obligations under the Order without the prior written approval of the Client.

**15.2** At the Customer's request, the Supplier shall provide the Customer with all information requested in relation to the Subsidiaries or third parties engaged by the Supplier in connection with this order. The Customer, in its reasonable judgment, shall have the right to refuse or request immediate substitution or termination from any third party.

**15.3** The Customer may assign, renew, transfer, transfer, subcontract or otherwise deal with the Order, in whole or in part, at any time, and on more than one occasion to its Affiliates, or to any successor in interest or title acquiring that part of the business of the Customer's group of companies to which the Order in question relates (and such assignee may do the same).

### **16. NOTIFICATIONS**

Any notice shall be sent duly signed by certified mail, or e-mail to the address of the relevant party as shown on the purchase order or service order or any address that the party has notified in writing.

### **17. WAIVER**

**17.1** ABB's failure to enforce or exercise any provision shall not constitute a waiver of any contractual or statutory right and shall not affect any subsequent right to enforce such provision or any other provision contained therein.

### **18. APPLICABLE LAW AND DISPUTE RESOLUTION**

**18.1** The order shall be governed by the laws of Colombia.

**18.2** In the event of disputes that cannot be settled directly by the parties, the resolution of the conflict shall be submitted to an arbitration tribunal that shall be subject to the rules of the Arbitration and Conciliation Center of the Bogota Chamber of Commerce. The tribunal shall be composed of 1 arbitrator appointed by the Arbitration and Conciliation Center of the Bogotá Chamber of Commerce at the request of either party. The tribunal thus constituted shall meet in the city of Bogotá D.C., Republic of Colombia, and shall render its award as a matter of law.

**18.3** If the Supplier is registered in a different country, any dispute arising in connection with the order that cannot be settled amicably shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance therewith. The place of arbitration shall be the Client's place of registration. The language of the proceedings and of the award shall be Spanish.

### **19. NULLITY**

**19.1** The invalidity or unenforceability of any provision of the order shall not adversely affect the validity or enforceability of the remaining provisions. The order shall take effect as if the invalid or unenforceable clause had been replaced by a clause with a similar economic effect.

### **20. SURVIVAL**

**20.1** Provisions of the Order which are either expressed to survive its termination by their nature or context are contemplated to survive such termination shall remain in full force and effect notwithstanding such termination.

**20.2** The obligations set forth in Clauses 8 (Warranty and Remedies), 9 (Intellectual Property Rights), 11 (Confidentiality, Data Security, Data Protection) and 12 (Liability and Indemnification) exist for an indefinite period of time and survive expiration or termination for any reason.

### **21. COMPLETENESS OF THE ORDER**

**21.1** The order includes these GTC of ABB and any documents incorporated into ABB's issuance of the Purchase Order or

Service Order, which constitute the terms of the order in their entirety and supersede any contrary offer by the supplier or prior agreement between the parties regarding the subject matter of the order.

**21.2** In case of contradiction between the documents making up the order, the following order of precedence shall apply:

21.2.1 order set by the Customer (insofar as the parties configure it and explicitly identify deviations to specific conditions of ABB's GTC);

21.1.2 the present GTC of ABB; and,

21.1.3 for the avoidance of doubt, no terms and conditions set out or referenced in any other document shall apply or form part of any agreement.

## **22. RELATIONSHIP BETWEEN THE PARTIES**

**22.1** The relationship of the Parties is independent and nothing in the Order shall be construed to imply that the Supplier is an agent or employee of the Customer (or any Affiliate of the Customer) or has any association with the Customer or any Affiliate of the Customer, and the Supplier shall not represent itself or act on behalf of the Customer or its Affiliates.

**22.2** The Order does not imply any employment relationship between the Customer (or any Subsidiary of the Customer) and the Supplier, nor between the Customer (or any Subsidiary of the Customer) and the Supplier's employees at the time of the execution of the Order.

## **23. ELECTRONIC SIGNATURE**

**23.1** The Parties acknowledge that an electronic signature (e.g. Adobe Sign, Docusign, Netco), applied by authorized persons, is sufficient and binding for any document related to the Order, including, without limitation, documents for which the Order requires written form, or which require signature by the Parties.

## **24. RATES**

Supplier agrees that order prices will remain fixed and will not increase due to changes in duties, taxes, changes in legislation or other similar charges for a minimum of one year. After this period, the Customer shall agree to the revision of readjustments, after negotiating in good faith with at least 30 days written notice to the Customer.

## **25. DISQUALIFICATIONS, INCOMPATIBILITIES AND CONFLICTS OF INTEREST**

**25.1** The supplier declares under oath that it is not subject to any of the causes of inability or incompatibility to contract with state entities or private contracting.<sup>1</sup>

**25.2** Likewise, that their Legal Representatives, Partners and Shareholders, their spouses or permanent partners or the relatives of the aforementioned or their relatives up to the second degree of consanguinity or affinity, have no Conflict of Interest with ABB C, i.e. relationship with an ABB employee, with their respective spouses or permanent partners or relatives up to the second degree of consanguinity or affinity.<sup>2</sup>

**25.3** The supplier declares that the information provided to the applicant is true and that any unjustifiable inconsistency therein shall result in a total breach of the contract, and immediate unilateral termination of the contract by ABB, without the right to claim any recognition or compensation arising from such termination.

**25.4** in case of any modification to the information provided, the corresponding information shall be delivered to ABB within a term not exceeding three (3) working days.

**25.5** Any inability, incompatibility or supervening conflict of interest on the part of the SUPPLIER at the time of signing

the contract or during its execution shall be reported to ABB, which may consider the termination of the order without any contractual liability whatsoever.

## **24. USE OF TRADEMARK**

**24.1** Each Party agrees, as well as the members of its personnel, not to use the name of the other Party or the name of any affiliate or subsidiary thereof in promotional material or to make advertising communications with respect to the services and information under this order, without first obtaining the written permission of the other Party.

The Parties are obliged not to make advertising announcements or manifestations of any kind involving the other Party, or the project involved in the commercial relationship. Failure to comply with the provisions of this clause shall be just cause to terminate the Contract, and the Party in default shall be entitled to the indemnities to which it is entitled by law.

**24.2** The Contractor is obliged not to make any announcements, advertisements, use of logos or demonstrations of any kind in which it is involved with ABB, its associates or Affiliates, the Group or any end user of its portfolio.

<sup>1</sup> Pursuant to the provisions of Articles 8 (as amended by Article 18 of Law 1150 of 2007 and Articles 1, 4 and 84 of Law 1474 of 2011), 9 and 10 of the General Statute for Public Administration Contracting Law 80 of 1993, Articles 4 and 5 of Decree 679 of 1994 regulating Law 80 of 1993, Articles 44 and 49 of Law 617 of 2000 as amended by Article 1 of Law 1148 of 2007 and Articles 5 and 90 of Law 1474 of 2011.

<sup>2</sup> If your answer is YES, you should refer to the Conflict of Interest Statement and notify the immediate ABB point of contact.