

# HITACHI ABB POWER GRIDS IT RESELLER AGREEMENT SPECIFIC SCHEDULE HARDWARE SCHEDULE (2020-7)

## 1. ADDITIONAL DEFINITIONS

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

“Warranty Period” twelve (12) months from the date of delivery of the Hardware, or such other period as may be specified in the Order.

## 2. APPLICATION

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

## 3. THE HARDWARE

3.1 The Supplier warrants that during the Warranty Period 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;

3.1.4 be compatible and interoperate with any computer systems described in the Order.

3.2 Supplier shall comply with the Hitachi ABB Power Grids List of Prohibited and Restricted Substances and report to Reseller those listed substances contained in the Hardware. Supplier shall also comply with the reporting and other requirements regarding Conflict Minerals made available under [www.hitachiabb-powergrids.com/supplying](http://www.hitachiabb-powergrids.com/supplying) – **Material Compliance – Hitachi ABB Power Grids Policy and Supplier Requirements** or otherwise and shall provide Reseller with documents, certificates and statements as requested. Any statement made by Supplier to Reseller (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 The 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 Reseller’s normal business hours (or as otherwise instructed by Reseller) the Supplier must deliver the Hardware to the 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. Notwithstanding any

other term or condition ownership shall pass to the Reseller upon delivery and no lien or other encumbrance shall be sought to be imposed by the Seller once the Products have been delivered to the Reseller. Whether or not the Reseller has paid the Supplier for the Products the Reseller shall be entitled (with full title guarantee) to sell the Products to third parties or incorporate the Products into other products.

4.4 The Supplier shall not deliver the Hardware in instalments without Reseller’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 the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Reseller to the remedies set out in Clause 5.

4.5 Except where the Order sets out an acceptance procedure in respect of particular Products and subject to Clause 8 of the GTC, Reseller shall within a period of fourteen (14) days following delivery of Product inspect the delivery for completeness and visible damage and notify the Supplier if the Product does not conform with the Specification. This clause 4.5 shall not relieve the Supplier of any obligation it has to the Reseller for defects in Products which are not apparent from a visual examination.

4.6 Within seven (7) days of receipt of Notice under Clause 4.5, the Supplier (at the Supplier’s cost) shall repair or replace the relevant Product. Clause 4.5 shall apply to any repaired or replacement Product. Without prejudice to any other right or remedy Reseller may have, if the Supplier fails or is unable to repair or replace the relevant Product, the Supplier shall, after expiration of an additional reasonable (as reasonably determined by Reseller) remediation period, refund all monies paid by Reseller in respect of such Product and Reseller shall have the right to terminate the Reseller Agreement.

## 5. REMEDIES

5.1 If the Hardware is not delivered on the date required in the Order, or does not comply with the Warranty 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, Reseller may exercise any one or more of the following remedies:

5.1.1 to terminate the Order;

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

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

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

5.1.5 to recover from the Supplier any costs incurred by Reseller in obtaining substitute goods from a third party; and

5.1.6 to claim damages for any other costs, loss or expenses incurred by Reseller which are in any way attributable to the Supplier’s failure to carry out its obligations under the Reseller Agreement, including any resulting liabilities in relation to an End User Contract.

5.2 This Hardware Schedule shall apply to any repaired or replacement Hardware supplied by the Supplier.

5.3 The Reseller's rights and remedies under this Hardware Schedule are in addition to its rights and remedies implied by statute and common law.

**6. TITLE AND RISK**

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