

ABB	Machines - Instruction	3BSG000618			
Approved by: Engström Per	Date 2009-09-01	Approved	Language en	Rev. ind. B	Page 1 (5)

General Terms and Conditions for deliveries to ABB AB, Machines

1. Purpose

The purpose of this document is to specify the general delivery requirements that apply to all deliveries to ABB AB's production unit Machines in Västerås, which are not covered by a contract between ABB AB and the Supplier. ABB AB is below referred to as ABB.

2. General

The requirements in this document are additions to Orgalime S 2000, General conditions for the supply of mechanical, electrical and electronic products. If no additions are made in this document, the purchase order or any other document referred to in the purchase order, Orgalime S 2000, General conditions for the supply of mechanical, electrical and electronic products, shall apply.

3. Order acknowledgements

Order acknowledgements shall primarily be sent through ABB web based ordering solution ASCC. In the absence thereof, an order acknowledgement may be sent by fax or by letter, in this case the ABB order acknowledgement form appended to the order shall be used. Irrespective of the means of communication, an order acknowledgement must be sent within five (5) working days to the address specified in the order. In the event an order acknowledgement or complaint in respect of the order is not sent within the aforesaid period, the order shall be deemed as accepted.

If the Supplier has deviations to the order or its referenced data the Supplier shall contact ABB's purchaser to discuss the deviation and request a change of the purchase order.

If the order contains contradictory or unclear information the Supplier shall immediately contact ABB Machines purchaser to clarify the order and an updated order shall be requested.

4. Contact at ABB

In case of any need for contact with ABB regarding the order the Supplier shall contact the responsible purchaser within ABB. The name and contact data for the responsible purchaser is given in the purchase order. ABB shall be immediately contacted if the Supplier can not fulfill the requirements in the order, examples of such cases are:

- Unclear or contradictory purchase order.
- The Supplier is not able to supply in accordance with the order and its specifications.
- Any deviation in the delivery plan that will affect the Supplier's possibility to meet the demands in the order.

If the responsible purchaser can not be reached the Supplier shall contact the manager of the responsible purchaser, who can be reached through ABB's switchboard.

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5. Delivery time

ABB measures on time delivery for Suppliers based on an allowed delivery window. Deliveries made between three (3) days earlier and zero (0) days later than specified delivery date will score as an on time delivery. Required delivery date is given in the purchase order.

Unless otherwise accepted in writing by ABB, in conjunction with delays in deliveries, the products shall be sent by the fastest possible means of transportation at the Supplier's expense.

Part deliveries may not occur without ABB's written consent.

6. Inspection and expediting

ABB shall be entitled to visit the Supplier and its subcontractors in order to inspect the quality system and products to be delivered to ABB. The Supplier shall assist ABB to the greatest extent possible during such an inspection and shall provide relevant documentation which ABB wishes to review.

An inspection made by ABB or an ABB representative shall not relieve the Supplier from fulfilling the requirements stated in the purchase order or any document referred to therein.

7. Packing, marking and transportation

7.1 Packaging

The Supplier shall ensure that the products are packaged in such a manner that they are protected against rust, damp, dirt, etc. and that damage to, or deterioration of, the products does not occur prior to them reaching the specified final destination or during specified storage time. The Supplier shall be liable for any damage or deterioration caused to the products due to deficient packaging. If the goods require special storage this shall be clearly marked on the outside of the packaged product.

7.2 EU pallets and frames

A maximum of 4 frames/EU pallets shall be used.

The pallet invoice must specify ABB's order number, purchase reference, and number of EU pallets and frames per delivery.

Prices on EU pallets and frames shall follow the industry association's rules.

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7.3 Goods marking

In addition to handling instructions, all transport packaging must have goods marking pursuant to the order. In addition, part packages must be marked with number and article number or pos/item number in the absence of an article number.

Products relating to different orders must be packaged separately and contain appropriate dispatch documents and be marked with ABB's reference number. Products which constitute a fire, health, or environmental hazard must be marked in accordance with applicable laws and regulations.

Delivery notes must be attached to the goods and specify:

- Delivery address
- ABB's order reference number
- ABB's pos/item number
- ABB's article number
- Quantity and type

In conjunction with part deliveries, it must be marked whether the delivered quantity shall be treated as a final delivery or whether a remaining quantity is noted.

Packaging costs are included in the price specified.

8. Transports

The delivery condition as per Incoterms 2000 is given in the purchase order.

9. Payment terms and conditions

Payment shall be made within the number of days specified in the purchase order plus bank transfer days following completed delivery, including agreed documentation, and receipt of a correct invoice. Invoices must specify the purchase order number, position number, responsible purchaser (name), ABB's article number, quantity, price, the Supplier's invoice number, and Supplier contact person.

Invoices must be sent to the invoice address specified in the order.

Administration fees, invoicing fees, or other fees are not accepted.

Invoices may not be sent prior to the agreed delivery date.

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10. Certificates

Certificates shall be sent to ABB when requested. The Supplier shall deliver all certificates and related documents in English language. Documents are preferably to be sent as pdf-file via e-mail. If this is not possible the certificates can be sent as original paper documents by mail. The certificates shall be sent to the e-mail or address below:

Certificates sent by e-mail:

dokumentation.machines@se.abb.com

Certificates sent by mail:

ABB AB
Machines
Att: ATAP/MMO, Dokumentation
SE-721 70 VÄSTERÅS
SWEDEN

The invoice will be paid after completed delivery of all deliverables specified in the purchase order including certificates.

11. Quality

The Supplier shall ensure that the production process maintains such quality that no defective products are delivered. The Supplier is fully aware and acknowledges that the products are delivered directly to ABB's production and that ABB generally does not perform a delivery inspection of delivered products. ABB shall not be obliged to perform a delivery inspection of delivered products. The Supplier hereby waives all rights which may arise due to the fact that ABB does not perform a delivery inspection of delivered products.

12. ABB Prohibited and Restricted substances

The Supplier is responsible for securing that none of the substances listed in the revision that is valid at the date of order ABB Machines list of Prohibited and restricted substances, document number 3BSG 000577.

- Is used in the production of the products delivered to ABB Machines
- Is present in the products delivered to ABB Machines

13. Export restrictions

If the specified products are subject to any export restrictions from the country of origin or the exporting country the applicable classification number (ECCN) shall be indicated without further notice.

14. Applicable law, disputes

This agreement shall be governed by Swedish law.

Disputes in relation to this agreement shall be conclusively determined by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.



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REVISION

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A	P 4, C 10	Contact data for certificates updated, was mq-kvalitet.machines@se.abb.com , Att: was ATAP/MAQM. Certifikatshantering	090824 MHAD/SP
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