

ANNEX

to ABB ABILITY™ GENERAL TERMS AND CONDITIONS

HARDWARE TERMS

1. Scope

- 1.1 These Hardware Terms are an Annex to the ABB Ability General Terms and Conditions (GTC Ability) and provide the additional terms that govern the supply by the ABB entity ("ABB") and the use of the ABB Ability™ hardware devices ("Hardware Device(s)") including all computer programs (which may include firmware) installed on such hardware, by the contracting entity ("Customer") indicated in the Order.

2. Provision of Services, Software and Hardware Devices

- 2.1 **ABB Software incorporated in the Hardware Device.** Subject to the terms and conditions of the Contract, if the Hardware Device delivered to Customer incorporates ABB Software, ABB grants Customer a non-exclusive, non-transferable, limited and revocable license to use the ABB Software together with and for the purposes of the use of the Hardware Device for the period set out in the Order and only for Customer`s internal business purposes. Separate use of incorporated ABB Software is not allowed. The license to use the incorporated ABB Software is only transferable to third parties together with the transfer of ownership of the Hardware Device, and only if Customer is authorised to such resale. For updates and upgrades of the incorporated ABB Software, section 2.6 of the GTC Ability ("Provision of Services and Software" > "ABB Software") applies.

3. ABB responsibilities

- 3.1 **General obligations.** Unless otherwise agreed in the Order the Hardware Device will be delivered FCA ABB facility Incoterms® 2020.
- 3.2 **Out-of-scope services.** Additional services, such as the set-up, installation, instruction, training, maintenance and repair of/on the Hardware Device and the incorporated ABB Software are only part of the Contract if stated in the Order.

4. Customer responsibilities

- 4.1 All obligations as set out in section 4 of the GTC Ability also apply to Hardware Devices and modifications of or exceptions from Customer responsibilities specified in section 4 of the GTC Ability ("Customer responsibilities") require ABB's approval or a binding agreement in the Contract and may be subject to an approval procedure at ABB.

5. Charges and payment

- 5.1 **Hardware Device Charges.** Any and all additional charges, that are not covered by section of 5.1 GTC Ability, for example, packaging, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by Customer.
- 5.2 **Adjustments.** ABB reserves the right to adjust the prices in case:

- the wage rates for the Services ordered by the Customer in connection with the Hardware Devices, or
- the prices of the raw materials from which the Hardware Device is made, have increased between the submission of the tender and the contractually agreed performance; or
- the delivery time has been subsequently extended due to any reason stated in section 6.2 of this Annex; or
- the material or the execution has undergone changes because any documents furnished by Customer were not in conformity with the actual circumstances or were incomplete; or
- an amendment that has been made to laws, regulations or the principles of interpretation or application result in a cost increase for ABB.

Any price adjustment shall consider and reflect the value of the price increase incurred for the provision of ABB obligations.

6. Delivery time, Delay

6.1 The delivery time shall start after the effective date of a Contract and once all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, any agreed securities have been given and the main technical points have been settled. The delivery time shall be deemed to be observed if by the time of expiration of the delivery time the Hardware Devices have been delivered in accordance with the Incoterms® as specified in section 3.1 above.

6.2 The delivery time shall be reasonably extended:

- if the information required by ABB for the performance of the Contract is not received; or
- if Customer`s contribution or cooperation obligation required for a timely delivery by ABB is not performed in time; or
- if Customer subsequently changes information required by ABB and is thereby causing a delay in the delivery of the Hardware Devices; or
- in case of force majeure according to section 16.1 of the GTC Ability; or
- if Customer fails to observe the terms of payment.

6.3 Customer is entitled to claim liquidated damages for delayed delivery of a Hardware Device insofar as Customer can prove that the delay has been caused through ABB`s fault and that Customer has suffered a loss as a result of such delay. If appropriate substitute material or workaround can be supplied to accommodate Customer, Customer is not entitled to any damages for delay accruing after delivery of such substitute material or workaround.

Liquidated damages for delayed delivery shall not exceed 0.5 percent of the contract price for the part of the Hardware Device for every full week`s delay and shall in no case whatsoever exceed a total of 5 percent of the contract price for the part of the Hardware Device in delay.

After reaching the maximum liquidated damages for delayed delivery, Customer shall grant ABB a reasonable extension of delivery time in writing. If such an extension is not observed for reasons within control of ABB, and if the maximum liquidated damages for delayed delivery has been reached, Customer shall have the right to reject the delayed part of the supplies. If a partial acceptance is economically not justified on Customer`s part, Customer shall be entitled to terminate the Contract and to claim refund of the money already paid against return of the deliveries supplied.

- 6.4 In case a specific date is agreed instead of a delivery period, this date shall correspond to the last day of a delivery period; sections 6.1 to 6.3 of these Hardware Terms will apply mutatis mutandis.
- 6.5 Any delay of the supplies or services does not entitle Customer to any rights and claims other than those expressly stipulated in this section 6. This limitation also applies to persons employed or appointed by ABB to perform any of their obligations; however, this limitation does not apply to unlawful intent or gross negligence on part of ABB, nor liability imposed by mandatory law.

7. Transfer of risk and title

- 7.1 The risk of damage to or loss of the Hardware Devices shall pass to Customer upon delivery.
- 7.2 If dispatch is delayed at Customer`s request or due to reasons beyond ABB`s control, Customer cannot raise claims for default delivery and the Hardware Device will be stored and insured on Customer`s account and at Customer`s risk, unless Customer can prove that ABB is acting with unlawful intent or gross negligence.
- 7.3 ABB shall remain the owner of any supplied goods (i) for the term of a lease of the Hardware Devices and/or (ii) until ABB has received the full payment in accordance with the Contract for the purchase of the Hardware Devices. Customer shall cooperate in any measures necessary for the protection of ABB`s title. In particular, upon entering into the Contract Customer will authorise ABB to enter or notify the reservation of title in the required form in public registers, books or similar records, all in accordance with the relevant national laws, and to fulfil all corresponding formalities, at Customer`s expense.
- 7.4 In the event of seizure of the supplied goods by third parties or other interventions by third parties, Customer must point out ABB`s ownership and must inform ABB immediately in writing so that ABB can assert ABB proprietary rights.
- 7.5 During the period of the reservation of title, Customer shall, at Customer`s cost, maintain the supplies and insure them for the benefit of ABB against theft, breakdown, fire, water and other risks. Customer shall further take all measures to ensure that ABB`s title is in no way compromised or rescinded.

8. Inspection and acceptance of the Hardware Device

- 8.1 Insofar as it is standard practice, ABB shall inspect the Hardware Device before dispatch. Any further certificates or testing has to be specifically agreed upon by the Parties and paid for by Customer.
- 8.2 Customer shall inspect the Hardware Device within a reasonable period of time after delivery and shall immediately notify ABB in writing of any defects. If Customer fails to comply with Customer`s inspection or notification obligations in a timely manner, the Hardware Device shall be deemed to be accepted by Customer.
- 8.3 If ABB has been notified of defects in accordance with section 8.2, ABB shall remedy them in accordance with section 9.
- 8.4 The execution of an acceptance test, as well as the stipulation of the conditions related thereto, require a separate agreement.

- 8.5 Defects of any kind in a Hardware Device shall not entitle Customer to any rights and claims other than those expressly stipulated in sections 8 and 9 ("Warranties; liability for defects") of these Hardware Terms.

9. **Warranty; Liability for Defects**

- 9.1 **Warranty; warranty period.** ABB warrants that the Hardware Device is not of faulty material, design or poor workmanship. In case of a sale or a lease of the Hardware Device(s), the warranty period is limited to 12 months following delivery of the Hardware Device. If delivery is delayed due to reasons beyond ABB`s reasonable control, the warranty period shall end no later than 18 months after notification that the Hardware Devices are ready for dispatch.
- 9.2 **Warranty for defects in Hardware Device material, design and workmanship.** Upon Customer`s written notification, before the expiry of the warranty period and if it is proven that a Hardware Device is defective or unusable due to bad material, faulty design or poor workmanship ABB shall at its sole discretion remedy the defect in the Hardware Device by repair or replacement of the Hardware Device. ABB must be given a reasonable period of time and opportunity to remedy the defect. Replaced parts shall become ABB property, unless otherwise agreed upon by the parties. ABB has fulfilled its obligations in respect of the defect in the Hardware Device when ABB deliver Customer a duly repaired or replaced part. Customer shall at its expense arrange for any dismantling and reassembly of equipment other than the Hardware Device, to the extent that this is necessary to remedy the defect.
- 9.3 **Remedial Warranty.** For replaced or repaired Hardware Device(s) or parts thereof, the warranty period starts anew and lasts 6 months from the replacement or completion of the repair, but not longer than the expiry of a period double the warranty period stipulated in section 9.1.
- 9.4 **Expiry of Warranty.** The warranty expires prematurely if (i) Customer or a third party undertakes modifications or repairs of the Hardware Device(s), or (ii) if, in case of a defect, Customer does not immediately take all appropriate steps to mitigate the damage and (iii) Customer does not give ABB the possibility to remedy the defect.
- 9.5 **Limitations.** The warranties set out in this section 9 shall not apply: (i) if deficiencies occurring in the Hardware Device cannot be proven to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or installation work not undertaken by ABB; (ii) if the Hardware Device has been installed, customized, modified, enhanced, not used as intended or altered by Customer or any third party; (iii) to any error or defect caused by Customer, any third party, or any Third Party Software, or force majeure according to section **Error! Reference source not found.** of the GTC Ability; or (iv) to any error or defect arising as a result of drawings, designs or specifications provided by Customer. Product descriptions or leaflets shall not be deemed warranties unless specifically agreed in writing.
- 9.6 **DISCLAIMER.** EXCEPT AS OTHERWISE PROVIDED HEREIN, ABB PROVIDES THE HARDWARE DEVICE, TO CUSTOMER AS IS, WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR ANY SUPPORT SERVICES AND SOLELY FOR THE PURPOSE CONTEMPLATED IN THE CONTRACT. EXCEPT AS EXPRESSLY SPECIFIED IN THE CONTRACT, ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND ABB DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH

RESPECT TO THE HARDWARE DEVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE HARDWARE DEVICE, SERVICES OR SOFTWARE WILL BE SECURE, UNINTERRUPTED AVAILABLE, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT PERMITTED BY LAW, THESE ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND THE REMEDIES SET OUT IN SECTION 9.1 to 9.5 OF THESE HARDWARE TERMS ARE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH TO THE LIMITED WARRANTIES.

10. **Country unique terms**

The following country unique terms apply in deviation of the terms in Sections 1 – 9 above, in each case as specified below.

10.1 **Brazil**

The following terms apply if Customer is located in Brazil.

Section 6.3 of these Hardware Terms shall be replaced in its entirety by the following:

To the extent permitted by the Laws in Brazil, Customer is entitled to claim liquidated damages for delayed delivery insofar as Customer can prove that the delay has been caused through a ABB fault and that Customer has suffered a loss as a result of such delay. If appropriate substitute material or workaround can be supplied to accommodate Customer, the latter is not entitled to any damages for delay accruing after delivery of such substitute material or workaround.

Liquidated damages for delayed delivery shall not exceed 0.5 percent of the contract price for the part of the Hardware Device for every full week's delay and shall in no case whatsoever exceed a total of 5 percent of the contract price for the part of the Hardware Device in delay.

Customer shall grant ABB a reasonable extension of delivery time in writing (no longer than 180 days). If such an extension is not observed for reasons within ABB's control, and if the maximum liquidated damages for delayed delivery has been reached, Customer shall have the right to reject the delayed part of the supplies. If a partial acceptance is economically not justified on Customer's part, Customer shall be entitled to terminate the Contract and to claim refund of the money already paid against return of the deliveries supplied.

Section 9.2 of these Hardware Terms shall be replaced in its entirety by the following:

Warranty for defects in Hardware Device material, design and workmanship. Upon the written notification of the Customer, ABB shall remedy the defect in the Hardware Device by repair or replacement of the Hardware Device. To the extent permitted by the applicable Law in Brazil, ABB must be given a reasonable period time and opportunity to remedy the defect. If the defect is not remedied within a maximum period of thirty days (or longer term agreed between ABB and the Customer), the Customer may require: (i) the replacement of the Hardware Device, in perfect condition of use; (ii) the refund of the amount paid for the Hardware Device, monetarily updated (if applicable); or (iii) the proportional reduction of the price of the Hardware Device. Replaced parts shall become ABB's property in accordance with section 7.3, if not otherwise agreed upon by the Parties. ABB has fulfilled its obligations in respect of the defect in the Hardware Device when ABB delivers a duly repaired or replaced part to Customer. The Customer shall at his own expense arrange for any dismantling and reassembly

of equipment other than the Hardware Device, to the extent that this is necessary to remedy the defect.

Section 9.5 of these Hardware Terms shall be replaced in its entirety by the following:

LIMITATIONS. THE WARRANTIES SET OUT IN THIS SECTION 9 SHALL NOT APPLY: (I) IF DEFICIENCIES IN THE HARDWARE DEVICE OCCUR WHICH CANNOT BE PROVEN TO HAVE THEIR ORIGIN IN BAD MATERIAL, FAULTY DESIGN OR POOR WORKMANSHIP, E.G. THOSE RESULTING FROM NORMAL WEAR, IMPROPER MAINTENANCE, FAILURE TO OBSERVE THE OPERATING INSTRUCTIONS, EXCESSIVE LOADING, USE OF ANY UNSUITABLE MATERIAL, INFLUENCE OF CHEMICAL OR ELECTROLYTIC ACTION, BUILDING OR INSTALLATION WORK NOT UNDERTAKEN BY ABB; (II) IF THE HARDWARE DEVICE HAS BEEN INSTALLED, CUSTOMIZED, MODIFIED, ENHANCED, NOT USED AS INTENDED OR ALTERED BY CUSTOMER OR ANY THIRD PARTY; (IV) TO ANY ERROR OR DEFECT CAUSED BY CUSTOMER, ANY THIRD PARTY, OR ANY THIRD PARTY SOFTWARE, OR FORCE MAJEURE ACCORDING TO SECTION 16.1 OF THE GTC ABILITY; OR (V) TO ANY ERROR OR DEFECT ARISING AS A RESULT OF DRAWINGS, DESIGNS OR SPECIFICATIONS PROVIDED BY CUSTOMER. PRODUCT DESCRIPTIONS OR LEAFLETS SHALL NOT BE DEEMED WARRANTIES UNLESS SEPARATELY AGREED IN WRITING.

10.2 **The People's Republic of China ("PRC" or "China")**

The following terms apply if Customer is located in China.

Section 9.1 of these Hardware Terms shall be replaced in its entirety by the following:

In case of a sale of the Hardware Device(s), the warranty period is limited to 12 months following delivery of the Hardware Device, or, if ABB undertakes the installation, upon completion thereof. If delivery or installation is delayed due to reasons beyond ABB`s reasonable control, the warranty period shall end no later than 18 months after notification that the Hardware Devices are ready for dispatch. The foregoing warranty period in this section 9.1 will not apply if applicable Laws require a longer period of warranty.

In case of a lease of the Hardware Device(s) ABB warrants, to the extent mandatorily required by applicable Laws, that the provided Hardware Device(s) are meeting, for the term of the lease, the conditions and features agreed in the Contract. Customer can claim appropriate reduction of the rent payment or extension of the term of the lease, if and for the period in which the fitness of use of the Hardware Device(s) is impaired due to the maintenance and repair of the Hardware Device(s) provided by ABB, unless the impairment is caused by Customer or is negligible or minor.

10.3 **Germany**

The following terms apply if Customer is located in Germany.

Section 9.1 of these Hardware Terms shall be replaced by the following:

In case of a lease of the Hardware Device(s) ABB warrants that the provided Hardware Device(s) are meeting, for the term of the lease, the conditions and features agreed in the Contract. Customer can claim appropriate reduction of the rent payment, if and for the period in which the fitness for use of the Hardware Device(s) is impaired, unless the impairment is negligible or minor.

With respect to this Annex, section 10 of the GTC Ability shall be replaced by the following:

10. Limitation of liability

10.1 ABB shall be liable without limitation insofar, as the cause of the damage is based on intent or gross negligence of ABB's representative and vicarious agents. Furthermore, ABB shall be liable for a simple negligent violation of contractual obligations if such breach endangers the fulfillment of the purpose of the Contract, or for the neglect breach of essential contractual obligations, the fulfilment of which is necessary for the proper execution of the Contract in the first place and the adherence to which the Customer can typically rely upon (German: *Wesentliche Vertragspflichten*). In this case, however, ABB shall only be liable for the foreseeable damage typical for the Contract and ABB's contractual obligations. At the time this Contract is concluded, the contracting parties assume that such typical damage amounts to a maximum of three times of the purchase or lease price stated in the Order. ABB shall not be liable for cases of simple negligence, unless stipulated otherwise in the Contract.

10.2 The aforementioned limitations of liability shall not apply in the event of damage to life and limb, in case of a defect after assumption of a guarantee for the quality and/or durability of the delivered goods and in case of maliciously non-disclosure of information relevant for entering into and performing the Contract.

10.3 Any liability according to mandatory product liability regulation remains unaffected.

10.4 Insofar as ABB'S liability is excluded or limited, these provisions shall also apply to the personal liability of employees, representatives and vicarious agents.

10.4 Hong Kong

The following terms apply, to the extent where Hong Kong law may be applicable.

Section 6.3 of these Hardware Terms shall be supplemented by the following, which shall be added as a fourth paragraph to section 6.3:

Both ABB and the Customer acknowledge and agree that the liquidated damages that the Customer may claim pursuant to delayed delivery under this section is a genuine pre-estimate of the loss that the Customer may suffer.

Section 9.6 of these Hardware Terms shall be replaced in its entirety by the following:

9.6 DISCLAIMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, ABB PROVIDE THE HARDWARE DEVICE, TO CUSTOMER AS IS, WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR ANY SUPPORT SERVICES AND SOLELY FOR THE PURPOSE CONTEMPLATED IN THE CONTRACT. EXCEPT AS EXPRESSLY SPECIFIED IN THE CONTRACT, ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ABB DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE HARDWARE DEVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE HARDWARE DEVICE, SERVICES OR SOFTWARE WILL BE SECURE, UNINTERRUPTED AVAILABLE, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR ANY IMPLIED WARRANTIES OR COVENANTS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES AND THE REMEDIES SET OUT IN SECTIONS 9.1 to 9.5 ARE THE SOLE AND EXCLUSIVE WARRANTIES AND THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF SUCH WARRANTIES.

10.5 Poland

The following terms apply, if Customer is located in Poland:

Section 9.3 of these Hardware Terms shall be replaced in its entirety by the following:

9.3 Remedial Warranty. For replaced or repaired Hardware Device(s) or parts thereof Article 581 of Polish Civil Code shall apply respectively, with the reservation that the warranty period lasts no longer than expiry of a period double the warranty period stipulated in section 9.1.

In addition to section 9.6 of these Hardware Terms it shall be deemed that Articles 556 - 576 of Polish Civil Code are excluded and shall not apply to the Contract, unless Customer is a consumer.

10.6 **Russian Federation**

The following terms apply if Customer is located in the Russian Federation.

Section 2.3 of these Hardware Terms shall be supplemented by the following, which shall be added at the end of section 2.3: For the provision of Pilot Services in accordance with section 2.3 of the GTC Ability the following applies mutatis mutandis with exceptions set in this section 2.3. No liability for intentional breach is limited or excluded in any manner.

Section 2 of these Hardware Terms shall be supplemented by the following, which shall be added as section 2.8:

Section 2.8. In compliance with section 4 of the GTC Ability, the Customer agrees to follow the ABB guidelines regarding its use policy in relation to the Hardware Devices. Violation of the ABB guidelines is considered to be a material breach of the Hardware Terms.

Section 5.1 of these Hardware Terms Annex shall be supplemented by the following, which shall be added at the end of section 5.1:

The charges set out under section 5.1 of the GTC Ability inter alia include remuneration for any applicable intellectual property rights assignment and/or licensing hereunder and/or under the applicable Order in the amount of 5% of the respective charges.

Section 6 of these Hardware Terms shall be supplemented by the following, which shall be added as a section 6.6:

6.6. None of these provisions of this section shall limit the statutory rights of consumers based on the applicable Laws.

By submitting any feedback and/or suggestions mentioned under section 6 of the GTC Ability, Customer will thereby assign to us all rights thereto, including Intellectual Property Rights, to the extent permitted under the Laws.

10.7 **Singapore**

The following terms apply if Customer is located in Singapore.

Section 2.3 of these Hardware Terms shall be supplemented by the following, which shall be added at the end of section 2.3: For the provision of Pilot Services in accordance with section 2.3 of the GTC Ability will apply mutatis mutandis, to the extent permitted by law.

Section 8.5 of these Hardware Terms shall be replaced in its entirety by the following:

8.5 To the extent permitted by law, defects of any kind in Hardware Device shall not entitle Customer to any rights and claims other than those expressly stipulated in this section 8 and section 9 ("Warranties; liability for defects").

Section 9.6 of these Hardware Terms shall be replaced in its entirety by the following:

DISCLAIMER. EXCEPT AS OTHERWISE PROVIDED HEREIN, ABB PROVIDES THE HARDWARE DEVICE, TO CUSTOMER AS IS, WITHOUT WARRANTY AND WITHOUT MAINTENANCE OR ANY SUPPORT SERVICES AND SOLELY FOR THE PURPOSE CONTEMPLATED IN THE CONTRACT. EXCEPT AS EXPRESSLY SPECIFIED IN THE CONTRACT AND TO THE EXTENT PERMITTED BY LAW, ABB MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND ABB DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE HARDWARE DEVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE HARDWARE DEVICE, SERVICES OR SOFTWARE WILL BE SECURE, UNINTERRUPTED AVAILABLE, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT PERMITTED BY LAW, THESE ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND THE REMEDIES SET OUT IN SECTION 9.1 to 9.5 ARE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH TO THE LIMITED WARRANTIES.

10.8 **Taiwan**

The following terms apply if Customer is located in Taiwan.

Section 9.1 of these Hardware Terms shall be amended by adding the following sentence as a second paragraph to section 9.1:

In case of a lease of the Hardware Device(s), ABB warrants that the provided Hardware Device(s) are in the state and condition fit for the purpose contemplated in the Contract during the term of the lease. If any part of the provided Hardware Device(s) is destroyed due to causes that cannot be attributable to Customer, Customer shall be entitled to claim an appropriate rent reduction. However, if Customer cannot reach the purpose contemplated in the Contract by using the remaining part of the provided Hardware Device(s), Customer shall be entitled to terminate the Contract and a proportionate refund of rent paid in advance.

10.9 **Vietnam**

The following terms apply if Customer is located in Vietnam.

Section 2.1 of these Hardware Terms shall be replaced in its entirety by the following:

2.1 ABB Software. Subject to the terms and conditions of the Contract, if the Hardware Device delivered to Customer incorporates ABB Software, ABB hereby grants Customer a royalty-free, non-exclusive, non-transferable, limited and revocable license to use the ABB Software together with and for the purposes of the use of the Hardware Device for the period set out in the Order and only for Customer's internal business purposes. Separate use of incorporated ABB Software is not allowed. The license to use the incorporated ABB Software is only transferable to third parties together with the transfer of ownership of the Hardware Device, and only if Customer is authorised to such resale. For updates and upgrades of the

incorporated ABB Software, section 2.6 the GTC Ability ("Provision of Services and Software" > "ABB Software") applies.