

ABB GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF ENGINEERING SERVICES

(2020-1 UNITED STATES OF AMERICA)

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1. DEFINITIONS AND INTERPRETATION

1.1 The following terms have the following meaning:

ABB Contractor: ABB legal entity ordering the Services from Supplier;

ABB Contractor Data: any data or information, including Personal Data, acquired by Supplier in preparation of or during the fulfilment of the Subcontract, irrespective of whether such data or information relates to ABB Contractor, its Affiliates or their respective customers or suppliers;

ABB GTC/Engineering Services: these ABB General Terms and Conditions for Purchase of Engineering Services (2020-1 United States of America);

Affiliate: any entity which directly or indirectly controls, is controlled by, or is under common control with a Party;

Client: the person, firm or company who has ordered or will order from ABB Contractor for the execution of the Project;

Deliverables: all materials and products resulting from or in relation to the Services to be provided under the Subcontract by Supplier in any form or media, or reasonably required by the ABB Contractor including but without limitation to concepts, data, diagrams, memoranda, presentations or reports;

Effective Date: the day when the Subcontract becomes effective as stated in the Subcontract;

Intellectual Property Rights: (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection;

Main Contract: the contract between Client and ABB Contractor in respect of the Project;

Order: ABB Contractor's order issued to Supplier for the purchase of the Services;

Party: ABB Contractor or Supplier, collectively referred to as the Parties;

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

Project: the project to be executed by ABB Contractor under the Main Contract;

SAP Ariba: Supplier Registration and Qualification tool

Schedule: the time for completion of the Services as specified in the Subcontract;

Services: the engineering services, consulting services, including any Deliverables, to be provided by Supplier and all other undertakings, obligations and responsibilities of Supplier specified in the Subcontract;

Site: the location where Supplier shall perform the Services;

Special Terms and Conditions: Flow down Terms & Conditions from Client as described, attached to or referenced in the Subcontract along with any other terms e.g. Liquidated Damages.

Subcontract: a written agreement, comprising of following in **Order of Precedence:**

- Subcontract Execution Document,
- Special Terms and Conditions,
- ABB GTC/Engineering Services,
- Annexes,

and/or the Order, which is accepted by Supplier and ABB Contractor. Supplier shall be deemed to have accepted the Subcontract by performing the Subcontract in whole or in part;

Supplier: the party performing the Services to ABB Contractor;

Subcontract Price: the price to be paid by ABB Contractor to Supplier as specified in the Subcontract;

Variation Order: a change to the Subcontract such as to alter the Schedule, or to amend, omit, add to, or otherwise change the Services or any parts thereof.

1.2 References to clauses are references to clauses of the ABB GTC/Engineering Services.

1.3 Headings are for convenience only and do not affect the interpretation of the ABB GTC/Engineering Services.

2. APPLICATION

2.1 The Subcontract, including the ABB GTC/Engineering Services, shall be the exclusive terms and conditions which shall govern the contractual relationship between ABB Contractor and Supplier.

2.2 No terms or conditions delivered with or contained in Subcontractor's quotations, acknowledgements, acceptances, specifications or similar documents shall form part of the Subcontract, and Supplier waives any right which it might have to rely on such terms or conditions.

2.3 Any amendments to the Subcontract shall be agreed in writing.

3. SUPPLIER'S RESPONSIBILITIES

3.1 Supplier shall perform the Services:

3.1.1 in accordance with the applicable laws and regulations, including but not limited to statutes, ordinances, permits or approvals (collectively the Applicable Laws) of any federal, state, provincial, local or other authority or labour union applicable to the Services, and shall indemnify ABB Contractor against all penalties and liabilities for non-compliance with any such Applicable Laws. To the extent that such regulations are advisory rather than mandatory, the standard of compliance to be achieved by Supplier shall follow generally accepted best practice of the relevant industry. The Schedule and the Subcontract Price may be adjusted to take account of any increase or decrease in cost or delay resulting from a change in the Applicable Laws which materially affects Supplier in the performance of its obligations under the Subcontract, provided however that adjustments relevant to the performance of the Services are approved by ABB Contractor from Client under the Main Contract and are;

3.1.2 in accordance with the Subcontract and ABB Contractor instructions and proper for the use intended;

3.1.3 free from defects and from any rights of third parties;

3.1.4 on the dates specified in the Schedule;

3.1.5 in the quantity specified in the Subcontract; and

3.1.6 by skilled, experienced and competent engineers, foremen and labour, hired in numbers necessary for the proper and timely performance of the Services. If required, Supplier shall ensure that competent representatives to supervise the provision of the Services are at Site and shall give notice to ABB Contractor about the names of such representatives. Upon ABB Contractor's request Supplier shall remove forthwith any person who, in the opinion of ABB Contractor, misconducts or is incompetent or negligent. Any person so removed shall be promptly, but not later than within five (5) calendar days, replaced by a competent substitute. Sub-contractor shall bear all costs relating to such removal

3.2 Supplier shall not substitute or modify any of the Services without ABB Contractor's prior written approval.

3.3 Supplier shall access the Site only with ABB Contractor's prior written approval. ABB Contractor shall grant Supplier access to the respective portions of the Site (as may be required in accordance with the Schedule) to enable Supplier to perform its obligations under the Subcontract. Supplier shall not carry out any work activity on Site without ABB Contractor first reviewing Risk Reduction and Method Statement specified in the Special Terms and Conditions.

3.4 Supplier shall cooperate with ABB Contractor to schedule and perform the Services so as to avoid conflict or interference with work

performed by other parties at Site.

3.5 Supplier shall in a timely manner obtain and pay for all permits, licenses, visas and approvals necessary to allow its personnel to perform the Services in accordance with the Schedule. Personnel shall comply with particular country specific travel safety instructions and/or restrictions as provided by ABB Contractor.

3.6 Supplier shall satisfy itself as to the specifics of the Site, and all aspects of the Project insofar as they affect the performance of the Services. Supplier shall also satisfy itself as to the means of access to the Site, the accommodation which may be required, the extent and nature of work and materials necessary for performance of the Services, and whether Supplier has reasonably considered all such aspects in the Subcontract Price.

3.7 Supplier shall be responsible for any activities performed by its employees in relation to the Subcontract. In particular:

3.7.1 Supplier assumes full and exclusive responsibility for any occupational accident or disease occurred to its employees in relation to the Subcontract;

3.7.2 The Parties agree that the Subcontract does not imply any employment relationship between ABB Contractor and Supplier, or between ABB Contractor and Supplier's employees assigned to the performance of the Subcontract. ABB Contractor shall remain free of any responsibility or liability for labour, social security or taxes with respect to Supplier and its employees assigned to the performance of the Subcontract;

3.7.3 Supplier shall hire in its own name all employees required to perform the Subcontract, who shall under no circumstances act as ABB Contractor's employees.

3.7.4 Supplier shall be solely and exclusively responsible for any claims and/or lawsuits filed by its employees and shall, without limitation, defend, indemnify and hold harmless ABB Contractor and its Client from any claim, proceeding, action, fine, loss, costs, damages and expenses arising out of or relating to any such claims and/or lawsuits, and any non-compliance with Applicable Laws. Supplier undertakes to appear in court at its own costs if requested by ABB Contractor, acknowledging its status as sole and exclusive employer, and to provide ABB Contractor with all requested documentation necessary to ensure proper legal defence of ABB Contractor in court.

3.7.5 ABB Contractor is authorized to make any payments due to Supplier's subcontractors performing the Subcontract, in order to avoid lawsuits, liens or encumbrances. Supplier shall immediately reimburse ABB Contractor for such payments. In the alternative, ABB Contractor may withhold Supplier's credits or offset the payments, or in any other way. Supplier shall provide any support requested by ABB Contractor with regard to such payments and indemnify ABB Contractor for any payments made.

4. HEALTH, SAFETY AND ENVIRONMENT (HSE)

4.1 Supplier shall comply and ensure compliance by any of its employees with all HSE Requirements, as specified in the Special Terms and Conditions. If the Supplier performs any Services or related activities at Site of the Client or at the Site of ABB Contractor's facilities. Supplier shall comply with ABB Contractor's Code of Conduct for Safe Working, and Site safety rules and the following Clauses 4.2 through 4.11.

4.2 Supplier's compliance with HSE Requirements requires the active participation of all levels of Supplier's management and supervision.

Supplier shall appoint and keep assigned during the entire performance of the Services certified HSE Manager and Site Manager, who are to be approved by ABB Contractor. Upon Effective Date, Supplier shall provide evidence to ABB Contractor of the HSE Manager's and Site Manager's professional HSE certification accredited by a reputable industry body. The HSE Manager and Site Manager shall have responsibility and authority for co-ordinating implementation of the Project HSE Plan. The HSE Manager and Site Manager shall have a direct line of communication to ABB Contractor's representative.

4.3 Supplier shall allocate sufficient and qualified HSE resources to satisfy its obligations regarding HSE. Resources allocation shall be reviewed periodically by Supplier and shared with ABB Contractor to ensure HSE Requirements can be met. Supplier shall ensure that all its personnel working on Site have received relevant training, including any ABB Contractor required training, the cost for which shall be borne by Supplier, and introduction before being allowed to work on Site. Sub-contractor shall have qualified HSE engineers, officers and advisors at senior level to support the line management throughout the entire performance of the Services. Supplier shall immediately remove from Site any person who, in ABB Contractor's opinion, fails to comply with any HSE Requirements.

4.4 Regular HSE meetings shall be held between ABB Contractor and Supplier personnel as per a meeting schedule to be agreed upon, and upon reasonable ABB Contractor request. Supplier shall also hold regular HSE meetings involving line management and employees' representatives. The minutes of all the meetings shall be recorded and be available promptly for review by ABB Contractor upon written request. In addition to these regular meetings, ad-hoc meetings shall be organized by Supplier for specific design, construction or installation issues, to address risk identification and risk assessment related to the activity and/or related to the potential consequence on the Project.

4.5 Supplier shall perform daily monitoring of Site activities by Site supervisory personnel as an integral part of the Services. Informal daily Site tours shall be conducted regularly during each shift to ensure all activities comply with the agreed method statement as referred to in the Special Terms and Conditions. Supplier shall actively participate in all ABB Contractor HSE forums, meetings, inspections and initiatives.

4.6 Supplier shall be solely responsible for the health and safety of all its employees at Site and shall immediately advise ABB Contractor and the relevant authority, if so required, of the occurrence of any incident or near-miss on or about the Site or otherwise in connection with the performance of the Services. Within twenty-four (24) hours after the occurrence of any such incident or near-miss, Supplier shall furnish ABB Contractor with a written report, which shall be followed within fourteen (14) calendar days by a final report. Supplier shall also provide such a report to the appropriate authority when required. This procedure shall not relieve Supplier from the full responsibility to protect persons, environment and property, and from any of its liabilities.

4.7 Supplier shall, if requested by ABB Contractor to ensure a safe working environment on Site, perform reasonably required medical examination of its employees prior to arrival on Site and provide ABB Contractor with the results of such examination, unless such provision would violate Applicable Laws. ABB Contractor reserves the right for medical reasons to deny Supplier's personnel access to Site.

4.8 Supplier shall maintain the whole area of its operations in a clean, tidy and safe condition and arrange all items necessary for performing the Services in an orderly manner. Any rubbish, waste material, debris, etc. generated from performing the Services shall be systematically cleared off the working areas and Supplier shall be responsible for disposing material in accordance with HSE Applicable Laws (as defined in the Special Terms and Conditions) and other regulations. In addition, Supplier shall store, transport, treat and remove to, at and from Site any such substance or material that could cause damage or harm to the environment in the most environmental friendly way possible and in accordance with HSE Applicable Laws and other regulations. Supplier shall also clear all its items constituting a fire hazard from Site. If Supplier fails to immediately comply with written instructions to clear materials, ABB Contractor shall clear such materials at Supplier's risk and expense.

4.9 Supplier shall communicate in time to ABB Contractor as to its audits and inspection plans, in order to allow ABB Contractor to participate in its audits and inspections if ABB Contractor wishes so. In addition, ABB Contractor shall have the right to carry out its own HSE audits at Site during all phases of the Services to assess Supplier compliance with the HSE Requirements. Supplier shall provide all relevant resources,

documentation and assistance as required by ABB Contractor to perform such audits.

4.10 ABB Contractor shall have the right to request Supplier to suspend the performance of the Subcontract or any part thereof, including postponing the provision of Supplier's work, for such times and in such manner as ABB Contractor considers necessary (i) for proper HSE in the execution of Supplier's work or (ii) due to any default by Supplier with HSE Requirements, in which case Supplier shall bear all costs and be liable to mitigate the delay arising from such suspension. Without prejudice to any other rights or remedies to which ABB Contractor may be entitled, ABB Contractor shall have the right to terminate the Subcontract in accordance with Clause 16.2.

4.11 Supplier shall ensure that its Suppliers are subject to and comply with the same obligations and HSE Requirements as applicable to Supplier.

5. VARIATION ORDERS

5.1 ABB Contractor may issue, using the form provided in the Annexes, Variation Orders to Supplier in order to alter the Schedule, or to amend, omit, add to, or otherwise change the Services or any parts thereof. Supplier shall carry out such Variation Orders only upon receipt of a written Variation Order and continue to be bound by the provisions of the Subcontract. The value of each Variation Order shall then be added to or deducted from the Subcontract Price, as appropriate; agreed unit prices shall continue to apply. The Variation Order shall, express the amount of time the Schedule shall be shortened or extended.

5.2 Supplier shall not postpone or delay the performance of a Variation Order on the grounds of dispute, or that it is subject to acceptance by Supplier, or agreeing to the value amount, or time extension to Schedule. If any Variation Order causes an increase or decrease in the cost of, or the time required for the performance of, any Services or Goods, an equitable adjustment shall be made in the purchase price and/or Delivery schedule in writing. Any Supplier claim for adjustment under this Clause will be deemed waived unless asserted within fifteen (15) calendar days from Supplier's receipt of the Variation Order. Variation Orders requested by Supplier only become effective after written confirmation by ABB Contractor.

6. PERFORMANCE OF THE SERVICES

6.1 Supplier shall perform the Services and meet the Schedule as specified in the Subcontract. Partial performance is not accepted unless confirmed or requested by ABB Contractor in writing.

6.2 Supplier shall submit for ABB Contractor's approval a detailed execution plan (including agreed milestones and activities with duration and planned resources as specified in the Subcontract) for the performance of the Subcontract and shall assist and cooperate with ABB Contractor in all respects of scheduling and planning.

6.3 Unless requested otherwise, Supplier shall at least weekly in the form requested by ABB Contractor, report the status of the performance of the Services. Supplier shall anticipate that the Services may be interfered with or incidentally delayed from time to time due to concurrent performance of work by others. If the performance of the Services is behind the Schedule, Supplier shall submit in writing a recovery plan specifying its activities for reaching compliance with the Schedule. Upon ABB Contractor's request, Supplier shall provide all information regarding the performance of the Services. ABB Contractor reserves the right to withhold payments under the Subcontract if Supplier fails to submit any reports. If the recovery plan does not sufficiently respond to the problems, ABB reserves the right, at its sole discretion, to request additional changes to the recovery plan or reject the recovery plan and terminate the contract.

6.4 Supplier shall provide no later than at the time of acceptance of the Subcontract the customs tariff numbers of the country of consignment and the countries of origin for all Services. For controlled Services, the relevant national export control numbers must be indicated and, if the Services are subject to U.S. export regulations, the U.S. Export

Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request.

7. DELAY

7.1 If Supplier does not comply with the Schedule, ABB Contractor reserves the right to instruct Supplier in writing to expedite its performance. Supplier shall take such measures as instructed by ABB Contractor for acceleration of progress to complete the performance of the Services, or the relevant part thereof, according to Schedule. Supplier shall not be entitled to any additional payment for taking such steps to meet the Schedule. Supplier shall notify ABB Contractor in writing within twenty-four (24) hours of the occurrence and cause of any delay and make every effort to minimise or mitigate the costs or the consequences of such delay.

7.2 If Supplier fails to perform the Services according to Schedule, Supplier shall pay liquidated damages to ABB Contractor at the rate specified in the Subcontract. Supplier shall pay the liquidated damages upon written demand or upon receipt of an invoice from ABB Contractor. ABB Contractor reserves the right to deduct the amount of liquidated damages from any payments due or which may become due to Supplier without prejudice to any other recovery method. Payment of liquidated damages shall not relieve Supplier from any of its obligations or liabilities under the Subcontract.

7.3 If the delay in providing the Services is such that ABB Contractor is entitled to maximum liquidated damages and if the Services are still not performed, ABB Contractor may in writing demand performance of the Services within a final reasonable period of not less than one week.

7.4 If Supplier does not perform the Services within such final period, ABB Contractor reserves the right to:

7.4.1 terminate the Subcontract pursuant to Clause 16 (Termination);

7.4.2 refuse any subsequent performance of the Services;

7.4.3 recover from Supplier any costs and expenses reasonably incurred by ABB Contractor in obtaining the Services in substitution from another supplier; in such a case, Supplier shall provide at first request from ABB all data, programs, documents, drawings, source codes necessary to perform effective handover; and/or

7.4.4 claim in addition to liquidated damages under Clause 7, damages for any costs, losses, expenses and liquidated damages incurred by ABB Contractor which are attributable to Supplier's delay.

7.5 ABB Contractor shall also have the right to terminate the Subcontract by notice in writing to Supplier, if it is clear from the circumstances that a delay in performing the Services will occur which under Clause 7 would entitle ABB Contractor to maximum liquidated damages.

8. MONITORING AND ACCEPTANCE OF THE SERVICES

8.1 Supplier shall allow ABB Contractor and/or its authorised representatives to monitor the performance of the Services at any time.

8.2 Notwithstanding any monitoring, Supplier shall remain fully responsible for the Services' compliance with the Subcontract. This applies whether or not ABB Contractor has exercised its right of monitoring and shall not limit Supplier's obligations under the Subcontract. For the avoidance of doubt, monitoring of Services by ABB Contractor and/or its authorised representatives shall not exempt Supplier from or limit Supplier's warranties or liability in any way.

8.3 ABB Contractor shall have a reasonable time to review for acceptance the Services upon completion. Such reasonable time period shall be determined, as applicable, by the specifics of the Services, the defective performance and the circumstances of the provision of the Services.

9. SUSPENSION OF THE SUBCONTRACT

9.1 ABB Contractor may at its sole discretion suspend performance of the Subcontract at any time for its convenience for a period of up to

ninety (90) calendar days in the aggregate without any compensation to Supplier. In case the suspension extends beyond ninety (90) calendar days, Supplier shall be compensated by ABB Contractor for direct and reasonable costs incurred by such suspension. The agreed time for performance of the Subcontract or the concerned part thereof shall be extended by the time of the suspension. Request for costs or schedule changes shall be by Subcontractor according to Article 5 of this agreement.

9.2 If the suspension of the Subcontract is caused or requested by Client, Supplier shall be entitled only to a compensation as specified in the Subcontract and to the extent paid by Client. Request for costs or schedule changes shall be by Subcontractor according to Article 5 of this agreement.

9.3 Supplier shall suspend the performance of the Subcontract or any part thereof, including postponing the performance of the Services, for such times and in such manner as ABB Contractor considers necessary (i) for proper HSE performance, (ii) due to any default by Supplier or (iii) in case of request of the Client. Supplier shall bear all costs and be liable for the delay arising from such suspension. The Supplier acknowledges and accepts that it shall, upon receipt of ABB Contractor's written notification, take all necessary measures to postpone / postpone the delivery (s) and / or the Service (s), in accordance with the instructions issued by ABB Contractor. The Supplier shall maintain, conserve, maintain all the material and / or labour necessary for the supplies and / or Services, in order to be able to provide the supplies and / or Services in accordance with the specifications of the order at the new date indicated by ABB Contractor, unless otherwise instructed by ABB Contractor.

9.4 Supplier shall not suspend performance of the Subcontract.

10. FORCE MAJEURE

10.1 Neither Party (nor any ABB Contractor and Affiliate receiving the Project Goods) will be liable for any delay or failure to perform its obligations under a Subcontract if the delay or failure results from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected Party (or ABB Contractor Affiliate) at the time of execution of the Contract, is unavoidable and outside the control of the affected Party (or ABB Contractor Affiliate), provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other Party (and, in the case of Subcontractor being affected, to any relevant ABB Contractor Affiliate) within five (5) calendar days from occurrence of the Force Majeure event.

10.2 Force Majeure means the occurrence of any of the following events, if they are unforeseeable and beyond the control of the affected Party: flood, earthquake, volcanic eruption, war (whether declared or not), or terrorism.

10.3 Force Majeure does not include transportation delays, nonavailability of materials or labor, financial difficulties, inclement weather (except in connection with demonstrated 100-year weather events) or failure or default by Subcontractor's suppliers or subcontractors, the COVID-19 pandemic, nor strikes or labor disturbances impacting Supplier only (except that ABB Contractor may invoke a condition of Force Majeure should a strike or labor disturbance at its ABB Contractor's facility make it unsafe to attempt to accept delivery of equipment, materials or services at such facility).

10.4 The affected Party shall provide continuous updates on status and efforts to resolve the delay and shall ultimately be entitled to an extension of time only, but no monetary compensation for the delay. Each Party shall use reasonable endeavours to minimise the effects of the Force Majeure event.

10.5 If a Force Majeure event exceeds three (3) months, ABB Contractor may terminate the Subcontract forthwith by written notice to the Supplier without liability.

11. WARRANTY AND REMEDIES

11.1 Supplier warrants that the Services (including Deliverable if applicable):

11.1.1 comply with the Subcontract, including but not limited to the

specifications stipulated therein and Supplier's responsibilities as defined in Clauses 3 and 4;

11.1.2 are fit for the particular purpose of the Project, whether expressly or impliedly made known to Supplier in the Subcontract; and 11.1.3 comply with good engineering practices and this Subcontract and, 11.1.4 are free from defects; .

11.2 The warranty period is twenty-four (24) months from acceptance of the Services.

11.3 In case of a breach of warranty, the entire warranty period of Clause 11.2 shall be restarted upon Client's and/or ABB Contractor's written confirmation that the Services are no longer defective.

11.4 In case of non-compliance with the warranty provided under this Clause 11, or in case of any other breach of the Subcontract, ABB Contractor may at its own discretion enforce any or more of the following remedies at Supplier's own expense and risk:

11.4.1 to give Supplier the opportunity to carry out any additional work necessary to ensure that the Subcontract is fulfilled within twenty (20) calendar days from ABB Contractor's notice;

11.4.2 to obtain prompt replacement of the non-compliant Services by other Services conforming with the Subcontract;

11.4.3 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Services comply with the Subcontract;

11.4.4 to refuse any further Services, but without exemption from Supplier's liability for the defective Services;

11.4.5 to claim such costs and damages as may have been sustained by ABB Contractor as a result of Supplier's breach;

11.4.6 to terminate the Subcontract in accordance with Clause 16.2.

11.5 The rights and remedies available to ABB Contractor under the Subcontract are cumulative and are not exclusive of any rights or remedies available under warranty, at law or in equity.

12. SUBCONTRACT PRICE, PAYMENT, INVOICING

12.1 The Subcontract Price is deemed to cover all obligations of Subcontractor under the Subcontract and includes the costs of the Services specified and all other costs necessary for the performance of the Subcontract, including but not limited to supervision, fees, taxes, duties, transportation, profit, overhead, licenses, permits, and travel, whether indicated or described or not.

12.2 The prices stipulated in the Subcontract are firm unless amended in a Variation Order.

12.3 The payment terms and the applicable procedures are specified in the Subcontract.

12.4 Supplier shall submit invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and ABB Contractor requirements, containing the following minimum information: Supplier name, address and reference person including contact details; invoice date; invoice number; Order number and Supplier number; address of ABB Contractor; quantity; specification of Services; price (total amount invoiced); currency; tax or VAT amount; tax or VAT number; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable.

12.5 Invoices shall be issued to ABB Contractor and be accompanied by interim release of liens or encumbrances. The submission of an invoice is deemed to be a confirmation by Supplier that it has no additional claims, except as may already have been submitted in writing, for anything that has occurred up to and including the last day of the period covered by such invoice. Unless otherwise agreed by ABB Contractor, Supplier shall provide together with its invoice the approved work completion reports signed-off by ABB Contractor.

12.6 Supplier shall make payment in due time for all equipment and labour used in connection with the performance of the Subcontract in order to avoid the imposition of any liens or encumbrances against any

portion of the Services and/or the Project. In case of the imposition of such liens or encumbrances by any person who has supplied directly or indirectly such equipment or labour in relation to the Subcontract, Supplier shall, at its own expense, promptly take all action necessary to cause such liens or encumbrances to be released or discharged. Upon ABB Contractor's request, Supplier shall furnish satisfactory evidence to verify compliance with the above. In the alternative, ABB Contractor may at its own discretion pay to release the lien and withhold such amounts from Supplier.

12.7 ABB Contractor reserves the right to withhold the whole or part of any payment to Supplier which, in the opinion of ABB Contractor, is necessary for protection of ABB Contractor from loss on account of claims against Supplier, or failure by Supplier to make payments due to its suppliers or employees, or not having paid taxes, dues or social insurance contributions. ABB Contractor reserves the right to set off such amount owed to Supplier, or withhold payment for Services not performed in accordance with the Subcontract. However, Supplier has no right to set off any amounts owed by ABB Contractor to Supplier, unless approved by ABB Contractor in writing.

13. INTELLECTUAL PROPERTY

13.1 Supplier assigns herewith to ABB Contractor full ownership rights in and to any Intellectual Property in the Deliverables for the full duration of such rights, wherever in the world enforceable. Supplier further agrees to execute, upon ABB Contractor's request and at its cost, all further documents and assignments and do all such further things as may be necessary to perfect ABB Contractor's ownership title to the Intellectual Property or to register ABB Contractor as owner of the Intellectual Property with any registry, including but not limited to governmental registration authorities or private registration organisations.

13.2 The Intellectual Property Rights in any Deliverables created by or licensed to Supplier prior to the Effective Date or outside of the Subcontract, and any subsequent modifications to the same ("Pre-Existing Works") will remain vested in Supplier or the respective third party owner. To the extent that Pre-Existing Works are embedded in any Deliverables delivered by Supplier, ABB Contractor and its Affiliates shall have a worldwide, irrevocable, perpetual, transferrable, non-exclusive, royalty-free licence with rights to sublicense to use the Pre-Existing Works as part of such Deliverables, including the right to further improve, develop, market, distribute, sub-license, exploit or otherwise use the Deliverables containing such Pre-Existing Works.

14. LIABILITY AND INDEMNITY

14.1 Supplier shall indemnify ABB Contractor and Client against all liabilities, losses, damages, injuries, costs, actions, suits, claims, demands, charges or expenses whatsoever arising in connection with death or injury suffered by persons employed by Supplier or any of its suppliers.

14.2 Without prejudice to applicable mandatory law, Supplier shall, without limitation, indemnify and hold harmless ABB Contractor and Client from all liabilities, damages, costs, losses or expenses incurred as a result of Supplier's breach of the Subcontract. Subcontractor shall, without limitation, indemnify and hold harmless ABB Contractor from any claim made by a third party against ABB Contractor in connection with the Services, including but without limitation to claims that such Services infringe a third party's Intellectual Property Rights. Upon ABB Contractor's request, Supplier shall assume and pay for the defence of ABB Contractor against any third party claims.

14.3 In the event of infringements of third party Intellectual Property Rights caused by or related to the Services and/or the Deliverables:

14.3.1 Supplier shall reimburse ABB Contractor and Client for any liabilities, losses, damages, injuries, costs and expenses (including without limitation to any direct, indirect, or consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of such infringement. This obligation does not limit any further compensation rights of ABB Contractor or Client;

14.3.2 Without prejudice to ABB Contractor's right under the Subcontract, Supplier shall, upon notification from ABB Contractor at Supplier's cost (i) procure for ABB Contractor the right to continue using the Deliverables; (ii) modify the Deliverables so that they cease to be infringing; or (iii) replace the Deliverables by non-infringing Deliverables.

14.4 Supplier assumes full responsibility for the acts or omissions of its employees and/or suppliers as if such acts or omissions were those of Supplier.

14.5 ABB Contractor reserves the right to set off claims under the Subcontract against any amounts owed to Supplier.

15. INSURANCE

15.1 Supplier shall maintain and at its expense with reputable and financially sound insurers acceptable to ABB Contractor, insurance as required under applicable law, as well as the following types and limits of insurance: professional liability insurance in the amount of \$2,000,000 per claim and in the annual aggregate, general liability insurance in the amount of \$2,000,000 per occurrence and in the annual aggregate for bodily injury and property damage, statutory worker's compensation, as required under applicable law, including under applicable Federal Statutes, employer's liability insurance with a limit of \$1,000,000 for each accident or occupational disease, and, if automobiles will be used in the performance of this Agreement, Automobile Liability Insurance \$ 2,000,000 / occurrence for bodily injury, death and damage to property, with respect to vehicles owned, non-owned or leased by Supplier. With respect to the required professional liability insurance, the Retroactive Date shall be not later than the effective date of this Agreement, and this insurance shall be maintained for the later of at least the warranty period, or for one year after the completion and acceptance of the Services by the ABB Contractor pursuant to this Agreement via renewal of the policy, or through the use of an Extended Reporting Period or tail.

15.2 The required general and automobile liability insurance policies shall be endorsed to include ABB Contractor as additional insured and, all required insurance, except for the professional liability insurance, shall provide a waiver of insurer's right of subrogation in favor of ABB Contractor, its parents and affiliates, as well as each of their respective directors, officers and employees. All insurance policies and waivers of recourse shall, upon request by ABB Contractor, be extended to also similarly apply to Client. Supplier shall no later than the Effective Date, as well as at any renewal of such insurance, provide to ABB Contractor certificates of insurance. Supplier shall also provide upon ABB Contractor's request copies of such insurance policies.

15.3 In case of loss or damage related to the insurance required in Clause 15, all deductibles or self-insured retentions shall be to Supplier's account.

15.4 Supplier shall furnish notice to ABB Contractor within thirty (30) calendar days of any cancellation or non-renewal or material change to the terms of any required insurance.

15.5 All Supplier policies under which there are additional insureds are considered primary insurance and any insurance carried by ABB Contractor shall not be called upon by Supplier's insurers to contribute or participate on the basis of contributing, concurrent, double insurance or otherwise.

15.6 Should Supplier fail to provide insurance certificates and maintain insurance according to Clause 15, ABB Contractor may terminate this Agreement.

15.7 Nothing in this Clause 15 shall relieve Supplier from any liability towards ABB Contractor. The insured amounts cannot be considered as limitation of liability.

16. TERMINATION

16.1 ABB Contractor may at its own discretion terminate the Subcontract for convenience in whole or in part at any time with immediate effect by written notice to Supplier. Upon receipt of such notice, Supplier shall stop performance of the Subcontract. ABB

Contractor shall pay Supplier for the Services performed and for the materials purchased for execution of the Services before termination which cannot be used by Supplier for other purposes (such materials shall become property of ABB Contractor upon payment), and other verified, proven and direct expenses incurred for discontinuing the Subcontract. However, in no event shall the total amount to be paid by ABB Contractor exceed the amount of accumulated costs as stated in the Special Terms and Conditions, or in the absence thereof the amount due by ABB Contractor at the time of termination according to the Subcontract. Supplier shall have no further claim for compensation due to such termination. Supplier waives any claim for compensation of loss of anticipated profits.

16.2 ABB Contractor may at its own discretion terminate the Subcontract with immediate effect if:

16.2.1 Supplier commits a breach of its obligations under the Subcontract, and fails to remedy that breach within ten (10) calendar days of receiving written notice from ABB Contractor requiring its remedy; or

16.2.2 subject to Clause 7.3, the maximum amount of liquidated damages payable by Supplier is reached, or, subject to Clause 7.5, it is clear from the circumstances that a delay will occur in providing the Services which would entitle ABB Contractor to maximum liquidated damages; or

16.2.3 Supplier fails to provide, if requested by ABB Contractor, adequate assurance of Supplier's future performance, whereby ABB Contractor shall be the sole judge of the adequacy of said assurance; or

16.2.4 there is any adverse change in the position, financial or otherwise, of Supplier, whereby and without limitation:

- a) Supplier becomes insolvent; or
- b) an order is made for the winding up of Supplier; or
- c) documents are filed with a court of competent jurisdiction for the appointment of an administrator of Supplier; or
- d) Supplier makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

16.2.5 Supplier ceases, or threatens to cease, performing a substantial portion of its business, whether voluntarily or involuntarily, that has or will have an adverse effect on Supplier's ability to perform its obligations under the Subcontract; or

16.2.6 any representation or warranty made by Supplier in the Subcontract is not true, or inaccurate and if such lack of truth or accuracy can reasonably be expected to result in an adverse impact on ABB Contractor, unless cured within ten (10) calendar days after the date of written notice of such lack; or

16.2.7 there is a change of control of Supplier.

16.3 Upon termination according to Clause 16.2, ABB Contractor shall be entitled to reclaim all sums which ABB Contractor has paid to Supplier under the Subcontract and to claim compensation for any costs, losses or damages incurred whatsoever in connection with such termination.

16.4 Upon termination according to Clause 16.2, ABB Contractor, at its own discretion, may (or may employ other suppliers to) complete the Subcontract. Any such work shall be performed at Supplier's risk and expense.

16.5 Upon termination according to Clause 16.2, ABB Contractor may enter into, and Supplier shall undertake to assign, any agreements with Supplier's suppliers. Any costs related to such assignments shall be to the account of Supplier.

16.6 In case the Main Contract is terminated for reasons other than Supplier's performance and if ABB Contractor, as a result thereof, terminates the Subcontract, compensation to be paid to Supplier shall correspond to the compensation paid by Client to ABB Contractor for the respective part of the Subcontract.

16.7 On termination of the Subcontract, Supplier shall immediately

deliver to ABB Contractor all copies of information or data provided by ABB Contractor to Supplier for the purposes of the Subcontract. Supplier shall certify to ABB Contractor that Subcontractor has not retained any copies of such information or data.

16.8 On termination of the Subcontract, Supplier shall immediately deliver to ABB Contractor all specifications, programs and other information, data, and Supplier Documentation regarding the Services which exist in any form whatsoever at the date of such termination, whether or not then complete.

16.9 Termination of the Subcontract, however arising, shall not affect or prejudice the accrued rights of the Parties as at termination.

17. COMPLIANCE, INTEGRITY

17.1 Supplier shall perform the Services and/or provide the Deliverables in compliance with all relevant laws, regulations, and codes of practice.

17.2 Supplier and its suppliers must comply with the ABB Lists of Prohibited and Restricted Substances and with the reporting and other requirements regarding Conflict Minerals made available under new.abb.com/ca – **Supplying – Material Compliance** or otherwise and shall provide ABB Contractor with documents, certificates and statements as requested. Any statement made by Supplier to ABB Contractor (whether directly or indirectly) with regard to materials used for or in connection with the Services and/or Deliverables shall be deemed to be a representation under the Subcontract.

17.3 Supplier represents and warrants that it is and will remain fully compliant with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, satisfying all necessary clearance requirements, proofs of origin, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the provision of services, the release or transfer of goods, hardware, software and technology.

17.4 Supplier represents and warrants that no goods, materials, equipment, components, parts, technology, or services that are included in, incorporated into, or provided in connection with the Services and/or Deliverables originate in any country or region that is subject to a comprehensive embargo maintained by any government authority that ABB Contractor deems, in its sole discretion, may impose penalties or other measures against ABB Contractor (a **Relevant Government Entity**). If any of the Services and/or Deliverables are or will be subject to export restrictions, it shall be Supplier's responsibility to promptly inform ABB Contractor in writing of the particulars of such restrictions.

17.5 Supplier represents and warrants that it is not a person subject to economic or financial sanctions imposed by a Relevant Government Entity (a Sanctioned Person), including any person included on the US Specially Designated Nationals (SDN) and Blocked Persons List. Supplier acknowledges that Sanctioned Persons may include persons who are not explicitly included on any sanctions list maintained by a Relevant Government Entity, but also persons who are directly or indirectly owned 50 percent or more in the aggregate by one or more Sanctioned Persons. Supplier further represents and warrants that no Sanctioned Person has any property interest, financial interest, or other interest in the Services and/or Deliverables and that the provision of the Services shall not involve the transferring, paying, exporting, or withdrawing of any property or interests in property of any Sanctioned Person.

17.6 Both Parties warrant that each will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of each Party, or any other party in a manner contrary to applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Subcontract shall render either Party or any of its

Affiliates liable to reimburse the other for any such consideration given or promised.

17.7 Supplier herewith acknowledges and confirms that Supplier has received a copy of ABB's Code of Conduct and ABB's Supplier Code of Conduct or has been provided information on how to access both ABB Codes of Conduct online under www.abb.com/integrity. Supplier agrees to perform its contractual obligations in accordance with both ABB Codes of Conduct.

17.8 ABB has established reporting channels where Supplier and its employees may report suspected violations of applicable laws, policies or standards of conduct: Web portal: www.abb.com/Integrity – **Reporting Channels**; contact details specified on this Web portal.

17.9 Any violation of an obligation contained in this Clause 17 is a material breach of the Subcontract and entitles the other Party to terminate the Subcontract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law.

17.10 Notwithstanding anything to the contrary in the Subcontract, Supplier shall, without limitation, indemnify and hold harmless ABB Contractor from all liabilities, damages, costs or expenses incurred as a result of any such violation and/or termination of the Subcontract, or arising from export restrictions concealed by Supplier.

17.11 Supplier represents and warrants that: (a) the Services and/or Deliverables it provides ABB Contractor are not covered telecommunications equipment or services, and (b) the Services and/or Deliverables it provides do not use covered telecommunications equipment or services, as defined in Section 889(a)(1) of the U.S. National Defense Authorization Act for Fiscal Year 2019 and its implementing regulations. Supplier further represents and warrants that it will notify the ABB Contractor within one (1) business day in the event Supplier discovers that the Services and/or Deliverables it provides are or use such covered telecommunications equipment or services.

18. ASSIGNMENT AND SUBCONTRACTING

18.1 Supplier shall neither assign nor transfer, nor encumber, nor subcontract the Subcontract nor any parts thereof (including any monetary receivables from ABB Contractor) without prior written approval of ABB Contractor.

18.2 ABB Contractor may at its own discretion assign, transfer, encumber, subcontract or deal in any other manner with the Subcontract or parts thereof to its Affiliates.

19. NOTICES AND COMMUNICATION

Any notice shall be given in the language of the Subcontract by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Subcontract or to such other address as such Party may have notified in writing. E-mail and fax require written confirmation issued by the receiving Party.

20. WAIVERS

Failure to enforce or exercise any term of the Subcontract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term therein contained.

21. GOVERNING LAW AND DISPUTE SETTLEMENT

21.1 The Contract is governed by the laws of or State of New York, including the Uniform Commercial Code adopted therein but excluding the provisions of the United Nations Convention on International Sale of Goods and excluding New York law with respect to conflicts.

21.2 If ABB Contractor and Supplier are registered in the same country, any dispute arising in connection with the Contract which cannot be settled amicably shall be submitted for resolution to the jurisdiction of the State Courts of New York or the U. S. District Court for the Southern District of New York.

21.3 If ABB Contractor and Supplier are registered in different countries, any dispute arising in connection with the Contract which cannot be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator

appointed in accordance therewith. Place of arbitration shall be ABB Contractor's place of registration. The language of the proceedings and of the award shall be English

22. CONFIDENTIALITY, DATA SECURITY,

DATA PROTECTION

22.1 Supplier shall keep in strict confidence all ABB Contractor Data and any other information concerning ABB Contractor's or its Affiliates' business, their products and/or their technologies which Supplier obtains in connection with the Services to be performed (whether before or after acceptance of the Subcontract). Suppliers shall restrict disclosure of such confidential material to such of its employees, agents or suppliers or other third parties as need to know the same for the purpose of the performance of the Services to ABB Contractor. Supplier shall ensure that such employees, agents, suppliers, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier and shall be liable for any unauthorized disclosures;

22.2 Supplier shall apply appropriate safeguards, adequate to the type of ABB Contractor Data to be protected, against the unauthorized access or disclosure of ABB Contractor Data and protect such ABB Contractor Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information

– whichever standard is higher. Supplier may disclose confidential information to Permitted Additional Recipients (which means Supplier's authorised representatives, including auditors, counsels, consultants and advisors) provided always that (i) such information is disclosed on a strict need-to-know basis, and (ii) such Permitted Additional Recipients sign with Supplier a confidentiality agreement with terms substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information. Supplier shall comply with, and ensure that the Permitted Additional Recipients comply with, any security procedure, policy or standard provided to Supplier by ABB Contractor or any of its Affiliates from time to time, and in particular with the ABB Cyber Security Requirements for Suppliers as made available under www.abb.com/Supplying/Cybersecurity, or as otherwise set out in the Subcontract.

22.3 Supplier shall not (i) use ABB Contractor Data for any other purposes than for performing the Services, or (ii) reproduce the ABB Contractor Data in whole or in part in any form except as may be required by the respective contractual documents, or (iii) disclose ABB Contractor Data to any third party, except to Permitted Additional Recipients or with the prior written consent of ABB Contractor.

22.4 Supplier shall install and update at its own costs required adequate virus protection software and operating system security patches for all computers and software utilized in connection with providing the Services.

22.5 Supplier shall inform ABB Contractor without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any ABB Contractor Data.

22.6 Supplier agrees that ABB Contractor may provide any information received from Supplier to Affiliates of ABB Contractor and to third parties.

22.7 Protection of Personal Data

22.7.1 If ABB Contractor discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations.

22.7.2 Supplier shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

21.7.3 Supplier will use all reasonable endeavors to deliver the applicable ABB Contractor's Privacy Notice (Supplier or Contractor Notice) made available at www.abb.com/Privacy_Notices to its

employees that will be involved in providing the Services and/or Deliverables for the ABB Contractor.

22.7.4 Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 22 which in ABB Contractor's or its Affiliates' reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agree to implement any such changes at no additional cost to ABB Contractor.

22.7.5 Supplier acknowledges that the processing of Personal Data in accordance with the Subcontract may require the conclusion of additional data processing or data protection agreements with ABB Contractor or its Affiliates. To the extent such additional agreements are not initially concluded as part of the Subcontract, Supplier, its relevant Affiliates or suppliers shall upon ABB Contractor's request promptly enter into any such agreement(s), as designated by ABB Contractor and as required by mandatory law or a competent data protection or other competent authority.

23. SEVERABILITY

The invalidity or unenforceability of any term of the Subcontract shall not adversely affect the validity or enforceability of the remaining terms. The Subcontract shall be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

24. SURVIVAL

24.1 Provisions of the Subcontract which either are expressed to survive its termination or from their nature or context it is contemplated

that they are to survive such termination shall remain in full force and effect notwithstanding such termination.

24.2 The obligations set forth in Clauses 11 (Warranty and Remedies), 14 (Liability and Indemnity) and 22 (Confidentiality, Data Security, Data Protection) shall remain for an indefinite period and survive expiration or termination of the Subcontract.

25. ENTIRETY

The Subcontract constitutes the entire agreement between the Parties and replaces any prior agreement between the Parties, whether oral or in writing, with regard to its subject.

26. RELATIONSHIP OF PARTIES

The relationship of the Parties is that of independent parties dealing at arm's length and nothing in the Subcontract may be construed to constitute Supplier as an agent or employee of ABB Contractor or so as to have any kind of partnership with ABB Contractor or Client, and Supplier shall not represent itself as or act on behalf of ABB Contractor or Client.

27. ELECTRONIC SIGNATURE

The Parties acknowledge electronic signature (e. g. Adobe Sign), applied by authorized persons, to be sufficient and binding for any documents related to the Subcontract, including, without limitation, documents for which the Subcontract requires written form, or which require to be signed by the Parties.

28. ABB SUPPLIER REGISTRATION AND QUALIFICATION

ABB uses SAP Ariba for Registration and Qualification to understand and mitigate some of the potential supplier risks. Supplier Registration and Qualification are required, and both must be approved by ABB.