



Terms and Conditions

Terms and Conditions of sale for ABB
electrification product distributors

General terms of sale

Authorized Stocking Distributor = having a valid active account

THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE AN AGREEMENT BETWEEN ABB ELECTRIFICATION CANADA INC. (HEREAFTER “ABB”) AND ITS AUTHORIZED STOCKING DISTRIBUTORS WITH A VALID ACTIVE ACCOUNT (HEREAFTER A “DISTRIBUTOR”) AND COVERS ALL SHIPMENTS TO ABB AUTHORIZED STOCKING DISTRIBUTORS, UNLESS SPECIFIC TERMS AND CONDITIONS HAVE BEEN AGREED WITHIN THE SCOPE OF A SPECIFIC CONTRACT.

Terms of payment

Payment terms are calculated from the invoice date. Cash discount of 2% is calculated on the invoice total before taxes. For invoices dated from the 26th of the month to the 10th of the following month: 2% cash discount if paid on or before the 25th of that month; net invoice amount is due on the 10th of the next following month. For invoices dated from the 11th to the 25th of the month: 2% cash discount if paid on or before the 10th of the following month; net invoice amount is due on the 25th of that month.

Sales tax

ABB reserves the right to add any tax imposed by law on the sale of articles to the sales price, as applicable.

Shipping terms

An initial shipment on stock items will be shipped in accordance with the account's next pre-determined GEO ZONE shipment schedule upon acceptance of the order by ABB. All orders are FCA shipping point (Incoterms 2020). Full freight will be allowed on shipments of \$1,000.00 net value or more, to all Distributor's warehouse locations across Canada. "Superstrut products" (straight or back-to-back) must be ordered in full bundles.

Exceptions

Cable Tray: Minimum order of \$3,000.00 net value is required for PPD shipment. Drop shipments must be pre-approved by ABB' sales management and will only be allowed within Canada.

Drop shipments, Distributor requesting premium transport, shipments outside of regular shipping

schedule, air, and all orders less than the designated prepaid allowance net value are FCA ABB shipping point collect (Incoterms 2020), prepaid and/or charge at ABB' discretion. ABB will use its discretion in routing all shipments. Special or air shipments will be made at the Distributor's request, provided that the Distributor will assume all transportation and associated costs. ABB will not be responsible for any special handling arrangements made between the carrier and any consignee. These include, but are not limited to additional service charges such as: storage, delivery re-scheduling, equipment rental, etc.

It will be the Distributor's responsibility to secure proof of delivery and/or claims on these shipments. When the transportation charges are the responsibility of/or assumed by the Distributor, shipments will be made prepaid. All subsequent charges and the freight amount will be added to the invoice unless otherwise clearly specified and a Distributor or third party billing account number is supplied for the transport charges at the time of ordering.

All accepted orders, whether or not delivery dates are specified thereon, could be subject to delays or failures in manufacture or delivery due to causes beyond the control of ABB, and accordingly ABB shall have no liability in connection thereto.

Special handling charges

On special/rush orders for material which Distributor requests shipment from a ABB affiliated company or branch, other than their designated ABB servicing warehouse, the Distributor shall be required to assume freight/responsibility and any other special handling charges incurred with respect thereto.

Special orders

On orders for non-catalogued items or Distributor specials, ABB reserves the right to ship and charge ten percent (10%) above or below the quantity specified on the order. These are non-returnable.

Cancellations on special orders

Special orders cannot be cancelled. If cancellation occurs, ABB reserves its right to claim payment for work performed, costs incurred and loss of profits.

Minimum / multiple package quantities

Minimum / multiple quantities are not breakable under any circumstances. This includes special handling and samples.

Prices

A. All prices are subject to change without notice, and orders will be billed at prices in effect at time of shipment, including scheduled deliveries at a future date. Requests to add items to open orders in process and/or in production will be accepted on terms applicable to the addition. ABB reserves the right to limit purchase quantities based on historical purchases.

Exceptions

1. Unless specified otherwise, back-ordered materials on orders received prior to the effective date of a price increase will be billed at prices in effect at the time of order for a period of sixty (60) days following the effective date. ABB shall have no liability for back-ordered materials that are not shipped within the sixty (60) day period, and the aforementioned price increase shall apply in all such cases.

2. Unless specified otherwise, orders held firm by a ABB formal quotation reference number for non-cancelable, scheduled, or contract orders for direct shipment, will be billed at the prices, and subject to the terms, set out on the quotation.

B. The prices, discounts and terms on a Distributor's purchase orders cannot always be verified by ABB, and as such any variances will not always be reviewed and addressed. Therefore, in accepting orders, ABB does so with the understanding that material will be billed at the correct applicable ABB prices, discounts and terms despite any conflict in the Distributor's purchase order. Upon request, ABB shall provide a personalized price book and automated maintenance updates in an industry-recognized format for those Distributors who wish to synchronize their price and item files.

C. Orders will be billed at applicable column prices in accordance with the quantity purchased. Scheduled orders will be priced in accordance with quantities per release.

D. All pricing other than standard published prices must be covered in writing by a valid ABB formal quotation reference number and referenced for each item at time of order entry to qualify pricing.

E. Quotations, based on plans and specifications, reflect our understanding of the requirements and include only the material described and listed on the quotation. Quotations must be in writing and expire thirty (30) days after issue date, unless otherwise stated, and must be signed by persons authorized to make such quotations.

All quotations and agreements as to deliveries and other matters, including the acceptance of all orders and estimation of all delivery dates, are subject to all present and future Federal and Provincial laws, rulings, and regulations, and are also subject to strike, labor stoppages, fires, accidents, and all other causes beyond our control and ABB shall have no liability in connection thereto.

Minimum billing

\$250.00 NET Value per order.

Claims & errors

Claims for shortages, erroneous charges or price corrections must be invoked within thirty (30) days from the date of invoice, failing which the Distributor renounces its right to make any such claim.

For both Ship/Non-Ship & Debit claims, Distributors may only debit from the full payment of invoices the amount of the approved credit. For purposes of convenience and expediency, shipments are made on non-returnable pallets. The Distributor must thoroughly inspect each shipment and sign for the number of cartons received, not the number of pallets.

For Special Price Agreement (SPA) claims, Distributors must adhere to the following BPD 100 Policies & Procedures document: http://www.tnb.ca/en/fichier/abouttnbsousmenu/ABB_SPA_Policy_and_Procedures_EN_2020.pdf

Return goods policy

Any non-catalogued item sold as part of a ABB promotion will be non-returnable. ABB will grant permission for the return of any ABB standard catalogue items designated as "returnable" for full merchandise credit or exchange subject to the following conditions:

A. All returned material is subject to inspection by ABB. Material to be returned must be new, unused, and in unopened undamaged cartons. The material must conform to current catalogue descriptions, be in saleable condition and in carton quantities. Broken carton quantities, items custom-made, specially designed and produced to distributor's specification or "parts" are not returnable. Project product returns from overstock on jobs will be accepted at conditions and terms outlined on quotation.

B. Permission for return of goods must first be secured from ABB in writing. A Return Material Authorization (RMA) form must be completed and signed by distributor and by a ABB representative. A copy must accompany the material

being returned. (Material returned without our Return Material Authorization form will be refused, returned at customer's expense or scrapped without credit. Requests showing invoice number, date, quantities of items, and catalogue number(s) will be acted upon promptly.) Material must be returned to the indicated ABB Distribution Center within thirty (30) days of RMA issuance date, or RMA will be voided.

The distributor is responsible for the freight to return the material to ABB. If the material is being returned due in total by an error of ABB, send the material back collect via specified carrier. No other collect shipments will be accepted.

C. Returns due to errors on the part of ABB, the credit amount will be calculated at the original purchase price if the distributor supplies invoice numbers. Where distributors cannot supply invoice numbers, credit will be issued based on the lowest price paid in the last twelve (12) months.

D. Restocking returns will be credited at the lowest price paid in the last twelve (12) months. A minimum 35% repackaging charge is incurred when material returned requires inspection and repackaging. No service charge is incurred when material is returned in original, unopened cartons. No credit will be given for items returned which are not included on an approved RMA or which exceed approved quantities. Applicable cash discounts will be deducted from the credit memo.

E. Credit will be allowed for only the actual quantity we receive in saleable condition.

F. ABB reserves the right to limit the returns from any distributor to once per quarter and to 2% of the value of all of that distributor's purchases from ABB during the previous year.

G. ABB reserves the right to reject any request for the return of materials purchased more than twelve (12) months prior to the date of that request or for the return of any obsolete item.

H. ABB will not accept non-catalogued items, special items, nor items which, although catalogued, are made-to-order. Cable Tray products are non-returnable.

I. All products returned for repair under warranty will be repaired or replaced at no charge for parts and labor under the terms specified by the applicable warranty. Such returns shall adhere to the following procedures:

1. All returns for defective products must be made within fifteen (15) days after authorization of the claim. ABB must be advised of all claims in writing to be valid. Written authorization must be secured from ABB for the return of defective material.
2. Material cannot be returned to the factory unless a written return material authorization has been requested and received by the distributor.

All claims for products returned under a RMA or under warranty are subject to acceptance by ABB.

Price protection policy

Any price reductions published by ABB on material shown in current blue resale net price schedule will be retroactive to include shipments made by ABB (regardless of actual delivery date) since and including the first day of the preceding calendar month. Credit under the ABB Price Protection Policy can be issued only upon written request from our distributors within thirty (30) days from date of price reduction announcement. Credit under ABB Price Protection Policy cannot be issued on any drop-shipments.

Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws in effect in the Province of Ontario, and shall be subject to the jurisdiction of the relevant courts having jurisdiction in the city of Toronto, Ontario.

Integrity

For the purposes of this section, the following terms shall have the meaning set forth herein:

Applicable Integrity Laws means:

- (i) Anti-bribery and anti-corruption laws: including the Corruption of Foreign Public Officials Act (Canada), U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively "Antibribery & Corruption Laws");
- (ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (1) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (2) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (3) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, "Trade Control Laws");
- (iii) Human rights and anti-modern slavery laws and international frameworks: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, including but not limited to anti-human trafficking, anti-modern slavery, anti-forced labor, and anti-child labor laws and regulations (collectively, "Human Rights Laws").

Sanctions Agency means: Any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not

limited to, the aforementioned governmental and regulatory bodies of (1) the United Nations, (2) Canada, (3) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (4) the European Union or (5) Switzerland.

Restricted Party means: Any entity or person included on a list (including Canada, U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Party).

A. Both parties hereby represent, warrant, and agree that they are knowledgeable as to, and will comply with, all Applicable Integrity Laws in connection with this Agreement. Both parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Agreement shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Integrity section in connection with this Agreement. Both parties confirm that they have not violated, shall not violate, and shall not cause the other party to violate, any Applicable Integrity Laws in connection with this Agreement. It is the intent of the parties that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business. Further, for the avoidance of doubt, no provision of this Integrity section or this Agreement shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

B. Distributor hereby represents, warrants, and agrees that:
(1) Notwithstanding anything in this Agreement to the contrary, no amounts otherwise payable to Distributor under this Agreement shall be due and payable if and to the extent such are prohibited, restricted, or limited by Applicable Integrity Laws.

(2) Distributor has reviewed and understands ABB's Code of Conduct (available online at (<http://www.abb.com/integrity>) and other relevant Integrity-related ABB procedures that may be made available by ABB to Distributor from time to time.

(3) Distributor acknowledges that it will be subject to ABB's ongoing due diligence and compliance monitoring processes. Distributor shall inform ABB in a timely manner of any material changes to information previously provided in connection with ABB's due diligence processes and shall provide ABB with any additional information on or certifications of compliance required upon request.

(4) Distributor shall, upon ABB's reasonable request, make available its employees, officers, directors, affiliates or third parties for ABB approved integrity-related training.

(5) If, as a result of Trade Control Laws, the performance by

ABB of any of its obligations hereunder becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Distributor of its inability to perform or fulfil such obligations. Once such notice has been received by the Distributor, ABB shall, subject to mandatory provisions of Applicable Law, be entitled to either immediately suspend the performance of the affected obligation under the Agreement until such time as ABB may lawfully discharge such obligation or shall have the right to immediately terminate this Agreement by notice in writing from the date specified in the said written notice. ABB will not be liable to the Distributor for any costs, expenses or damages associated with such suspension or termination of the Agreement.

(6) ABB goods, services, and/or technology may be subject to trade restrictions, including dual-use and other trade controls. To the extent applicable, Distributor shall, at its own cost, be responsible for compliance with all applicable export laws and obtaining any necessary customs import clearance. Whenever Distributor is the exporter (including with respect to exports of goods, services, technology, and deemed exports of technology), unless otherwise agreed, Distributor shall, at its own cost, obtain all export licenses and any other clearances or authorizations required under applicable Trade Control Laws, Products, services, and/or technology that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. Distributor must provide ABB with written notice of such license(s), clearance(s) or authorization(s) and all applicable conditions.

(7) Distributor shall not solicit business from, nor seek to directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any goods, materials, parts, equipment, services, technology, technical data or software provided under this Agreement to, or for the benefit of, any Restricted Party or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Distributor shall immediately notify ABB if it or any of its employees, officers, directors, affiliates, third parties engaged in connection with the Agreement and/or any of its customers or end-users becomes a Restricted Party.

(8) Distributor represents and warrants that the products and/or services shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.

(9) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any

party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

(10) Distributor is hereby informed, and will inform its employees, officers, directors, and any affiliates or third parties engaged in relation to the Agreement, that ABB has established the following reporting channels where any suspected or observed violations of Applicable Integrity Laws, ABB Code of Conduct, or similar rules may be anonymously reported:

Web portal: www.abb.com/integrity

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

(11) Distributor shall immediately notify ABB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the ABB Code of Conduct, or this Integrity section by either the Distributor, its affiliated parties or any third parties engaged by Distributor in relation to the Agreement. In the event of such notification or in the event that ABB otherwise has reason to believe that a potential or actual breach has occurred, Distributor shall make available its records, employees, officers, directors, and any affiliates or third parties engaged in relation to the Agreement for any audit, inquiries, or investigation which ABB deems necessary. During such audit, inquiries or investigation, ABB may withhold suspend performance of its obligations until such time as ABB has received confirmation to its satisfaction that no breach has occurred or will occur. ABB shall not be liable to Distributor for any claim, losses or damages whatsoever related to its decision to suspend or terminated performance of its obligations under this provision.

(12) Notwithstanding the foregoing or any other provision in the Agreement, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the ABB Code of Conduct or this Integrity section, ABB shall, subject to mandatory provisions of Applicable Law, have the right to unilaterally terminate the Agreement with immediate effect. Any claims for payment by the Distributor shall be automatically terminated, and cancelled and any payments previously made shall be forthwith refunded to ABB to the extent permitted under Applicable Integrity Laws. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Distributor for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Distributor shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violation to relevant authorities as required by Applicable Integrity Laws.

Approvals ABB

ABB standard catalogue items which are listed by Underwriters' Laboratories and certified by the Canadian Standards Association are shown in our catalogues. Most ABB standard catalogue items comply with applicable Military and Federal specifications. Specific compliance information may be obtained upon inquiry.

Force majeure

ABB shall not be liable for delays in the execution of its obligations due to causes beyond its reasonable control including but not limited to acts of God, fires, strikes, labour disturbances, floods, epidemics, quarantine restrictions, war, insurrection or riot, acts of government or public authority, freight embargoes, car shortages, wrecks and unusually severe weather. In the event of any such delay, the date of shipment will be extended to account for the entire delay resulting from such cause but in no event less than the actual duration of the delay.

Intellectual Property

A. "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable, or subject to other forms of protection.

B. ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived, or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Distributor, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the goods. Any design, manufacturing drawings or other information submitted to the Distributor remains the exclusive property of ABB. Distributor shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the goods and not for any other purpose, including the duplication thereof in whole or in part.

Market Volatility

A. The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery schedules and/or the execution of the scope or performance of work, the impacts of which are currently unknown.

B. Notwithstanding anything in the Agreement to the contrary, if as a result of any of the above aforementioned events, the costs of ABB's

performance increase or ABB's performance obligations are materially adversely affected or delayed, the Parties in the spirit of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery schedules, pricing and/or possible reductions of the contractually owed quantity of the goods to be delivered to the Distributor.

C. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that the Agreement can be at least fulfilled in part.

D. In the event the Parties are unable to reach a mutually acceptable equitable adjustment within a reasonable time for any of the foregoing, then the delivery and execution of the scope and/or performance of work impacted by the foregoing shall be excused from the Agreement. All other rights, covenants and obligations not impacted by such events shall remain in force and applicable mutatis mutandis.

E. Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above.

F. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably.

G. Any contract, order acceptance or order confirmation by ABB is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

Warranty

ABB manufactures its goods and tools in a manner to be free from defects in material and/or workmanship, and they are subject to the following warranty periods:

- A. Tools: Ninety (90) days from the date of delivery;
- B. Standard products: Two (2) years from the date of delivery;
- C. "Amerace" products: Two (2) years from the date of delivery;
- D. "Traction Business" : Two (2) years from the date of acceptance, or three (3) years from the date of delivery, whichever occurs first, and "Traction" spare parts shall be warranted for two (2) years from the date of delivery;
- E. Smart Power and Smart Buildings products: Twelve (12) months from the date of acceptance, or eighteen (18) months from the date of delivery, whichever occurs first; and
- F. "Lumacell", "Emergi-Lite", "Ready-Lite" and "Hazlux LED" products are all warranted for one (1) year from the date of delivery, except for the following products, which are subject to a longer warranty period, as set out therein:

https://tnb.ca/en/brands/emergi-lite/files/Emergi-Lite_Warranty.pdf

<https://tnb.ca/en/brands/lumacell/files/Lumacell%20Warranty%20English.pdf>

<https://tnb.ca/en/brands/ready-lite/files/Ready-lite%20Warranty%20English.pdf>

http://www.tnb.ca/en/brands/hazlux/modules/Files/hz_395_file05.pdf

Should any defect arise within these periods, ABB shall, upon prompt notification, correct the defective part by, at its option, either replacing or repairing it. The cost of removal of the defective part and the cost of its reinstallation, including transportation costs to and from ABB's plant or repair shop, shall be borne by Distributor. Distributor shall not return or dispose of any good or tools (or part thereof) in respect to which it intends to make a claim under the foregoing warranty without ABB's prior written authorization. Repaired or replaced parts are warranted for the remainder of the warranty period only. No on-site warranty service is provided.

Limitations and Exclusions:

THIS WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, CONDITIONS AND WARRANTIES EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING STATUTORY IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

UNDER NO CIRCUMSTANCES SHALL ABB BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, LOSS OF PROFITS OR PRODUCTION LOSS INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY CAUSED BY IMPROPER USE OR APPLICATION OF ANY ABB PRODUCT.

IN NO EVENT SHALL ABB'S LIABILITY AND THAT OF ITS AGENTS, SUPPLIERS OR SUBCONTRACTORS TOWARDS THE DISTRIBUTOR FOR ANY LOSS, CLAIM OR DAMAGE ARISING OUT OF THE DESIGN, MANUFACTURE, SALE, STORAGE OR DELIVERY EXCEED THE PRICE OF THE PURCHASE ORDER.

BY PLACING AN ORDER, THE DISTRIBUTOR ACKNOWLEDGES HAVING READ THE ABOVE WARRANTY AND LIMITATION AND EXCLUSION CLAUSES AND UNDERSTANDS AND ACCEPTS THEIR TERMS.



ABB Electrification Canada Inc.
Electrification Products

700 Thomas Avenue
Saint-Jean-sur-Richelieu, Quebec J2X 2M9
Tel.: +1 (450) 347 5318
Toll Free: +1 (800) 362 2952
Fax: +1 (450) 347 1976

Regional Sales Offices

Atlantic Provinces

Tel.: +1 (902) 450 1307
Toll Free: +1 (877) 862 4357
Fax: +1 (902) 450 1309

Quebec

Tel.: +1 (450) 466 1102
Toll Free: +1 (800) 465 1399
Fax: +1 (450) 466 1163

Ontario

Tel.: +1 (905) 635 7888
Toll Free: +1 (877) 291 7771
Fax: +1 (905) 635 7889

Manitoba / Saskatchewan

Tel.: +1 (604) 598 9811
Toll Free: +1 (866) 540 8220
Fax: +1 (604) 598 9840

Alberta

Tel.: +1 (780) 424 7092
Toll Free: +1 (888) 664 5666
Fax: +1 (780) 424 7093

British Columbia

Tel.: +1 (604) 598 9811
Toll Free: +1 (866) 540 8220
Fax: +1 (604) 598 9840

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