

ABB INC.
GENERAL TERMS AND CONDITIONS OF PURCHASE
GOODS AND SERVICES

(2024-01 01-05-2024 UNITED STATES OF AMERICA)

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1. ACCEPTANCE AND TERMS OF CONTRACT

(A) Supplier's acknowledgment, commencement of performance or acceptance of payment shall constitute Supplier's acceptance of this Contract.

(B) Unless expressly accepted in writing by ABB, additional or differing terms contained in Supplier's quotation, proposal, acknowledgment, invoice or similar document are hereby objected to by ABB and have no effect.

(C) This Contract contains the entire understanding of the Parties concerning its subject matter and integrates, merges and supersedes all prior and contemporaneous offers, negotiations, understandings and agreements, both written and oral, related thereto.

(D) The Parties contemplate that ABB may procure Work hereunder on behalf of and for delivery to an ABB Affiliate.

(E) The headings in this Contract are for reference only and shall not define, modify, expand or limit any of the terms or provisions herein or otherwise effect the interpretation of this Contract.

2. APPLICABLE LAW

(A) This Contract and any matter arising out of or relating to this Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Contract.

(B) Supplier, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, ordinances of the United States, and if this Contract is performed partly or wholly outside of the United States, the country where Supplier performs this Contract, to the extent such compliance does not conflict with the laws of the United States. Supplier shall procure all governmental permits and licenses, pay all governmental fees, and comply with all governmental guidelines and directives applicable to its performance of this Contract.

(C) Supplier, at its expense, shall provide reasonable cooperation to ABB in conducting any investigation regarding the nature and extent of any failure by Supplier or Supplier Personnel to comply with applicable local, state, and federal laws, regulations, ordinances, orders or rules that may affect Supplier's performance of its obligations hereunder.



(D)(1) Supplier represents and warrants that the Work and all chemical substances contained in or comprising the Work (hereafter “Substances”) are supplied in full compliance with all applicable chemical and material control laws, regulations, and policies, including, but not limited to, current European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), EU Restriction of Hazardous Substances (RoHS), U.S. Toxic Substances Control Act (“TSCA”), including laws, regulations and policies pertaining to polyfluoroalkyl substances regulations (“PFAS”) and U.S. California Proposition 65 and others (collectively “Material Control Laws”) and that no current requirement prohibits or restricts the sale or transport of the Work or its Substances within in the United States or European Economic Area, and that the Work and its Substances have been pre-registered, registered, reported, approved and/or authorized as and to the extent required under such Material Control Laws. Non-U.S. Suppliers must provide a completed TSCA Certification compliant with 19 CFR 12.121 to ABB’s designated import broker at the agreed upon port of export. At ABB’s request, Supplier shall provide all information, including applicable Chemical Abstract Service (“CAS”) numbers, Material Safety Data Sheets (“MSDS”) and any subsequent changes thereto, Full Material Declarations (“FMD”) (preferred document), or regulatory certifications, declarations and other data reasonably required by ABB to comply with Material Control Laws in relation to the Work.

(2) In addition to the foregoing, Supplier shall comply in all respects with the requirements and obligations provided in the [“ABB List of Prohibited and Restricted Substances”](#) and [“Guide for Suppliers to the ABB List of Prohibited and Restricted Substances”](#) in their most current form. Both documents may be reviewed and downloaded from the [“Supplying to ABB”](#) webpage or obtained from ABB’s designated procurement representative.

3. ASSIGNMENT

Supplier shall not assign or otherwise transfer this Contract or Supplier’s rights, duties or obligations arising hereunder, without ABB’s written consent. Any assignment in violation of this Clause 3 shall be void and of no effect.

4. CHANGE IN CONTROL/PLACE OF PERFORMANCE

(A) Supplier shall notify ABB in writing at least 90-days prior to any change of control, identifying the new controlling party and providing any additional information that ABB may reasonably request subject to applicable law and confidentiality restrictions.

(B) Supplier shall provide ABB at least 90-days written notice of any change in the place where this Contract will be performed. Supplier shall not change the place of performance for the Work without ABB’s written consent, which shall not be unreasonably withheld.

5. CHANGE ORDERS

(A) ABB’S Authorized Procurement Representative may at any time, by written notice, make changes within the general scope of this Contract in (i) drawings, designs, statement of work, specifications, planning and/or other technical documents; (ii) method of shipment, packaging, or packing; (iii) time and place of inspection, delivery or acceptance; and (iv) reasonable changes to quantities or delivery schedules.

(B) If such change causes an increase or decrease in the cost or time required to perform this Contract, the Parties shall negotiate an equitable adjustment in the price and/or schedule, to reflect the increase or decrease. ABB shall modify this Contract in writing accordingly.

(1) Supplier must submit its claim for an equitable adjustment no later than thirty (30) days from the date of the change order or ABB may, in its sole discretion, consider Supplier’s right to such adjustment waived.

(2) If Supplier claims the cost of Work made obsolete or excess by the change, ABB shall have the right to prescribe the manner of disposition of the property to include the right to acquire such Work at the cost claimed.

(C) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, Supplier shall not be excused from proceeding without delay in performance of this Contract as changed.

(D) Only ABB’s Authorized Procurement Representative has authority on behalf of ABB to make changes to this Contract. ABB’s engineering, technical personnel and other representatives may from time to time render assistance, give technical advice or engage in an exchange of information with Supplier Personnel concerning the Work. No such action shall be deemed to be a change or the basis for an equitable adjustment, and no such action shall relieve Supplier of its obligations under this Contract.

6. CONFIDENTIAL INFORMATION/DATA PROTECTION

(A) The following definitions apply to this Clause 6(A):

“ABB Confidential Information” means Customer Data and any other information concerning ABB or its Affiliates’ business, products and technologies.

“Compromise” means that ABB’s Confidential Information has been exposed to unauthorized access, disclosure or modification, or known misuse, loss, or destruction.

“Incident” means the Compromise of ABB’s Confidential Information.

(1) Supplier shall not (i) use ABB Confidential Information for any purposes except to perform this Contract or (ii) copy or reproduce ABB Confidential Information in any form except as required by this Contract. Supplier shall restrict disclosure of ABB’s Confidential Information to Supplier Personnel who (i) need to know such information for performance of the Work, (ii) have been instructed as to the confidential nature of such information, and (iii) who are subject to obligations of confidentiality with Supplier no less restrictive than those set forth herein. Supplier may, subject to ABB’s written consent which shall not be unreasonably withheld, disclose ABB Confidential Information to Supplier’s auditors, legal counsel, consultants and advisors (“Supplier’s Authorized Recipients”) provided that such recipient (i) has a need to know such information and (ii) has signed with Supplier a confidentiality agreement with terms substantially similar to those applicable to Supplier. Supplier shall be liable for any misuse or unauthorized disclosure of ABB Confidential Information

by Supplier Personnel or Supplier's Authorized Recipients.

(2) Supplier shall apply appropriate safeguards, adequate for the nature and value of the ABB Confidential Information to be protected, against unauthorized disclosure and access and protect all ABB Confidential Information in accordance with the generally accepted standards of protection in the industry to which the information relates, or in the same manner and to the same degree that Supplier protects its own confidential and proprietary information – whichever standard is higher. Supplier shall comply with and ensure all recipients of ABB Confidential Information comply with, the ABB Cyber Security Requirements for Suppliers made available under www.abb.com/Supplying/Cybersecurity and any other requirements made part of this Contract.

(3) Upon learning of an Incident, Supplier shall immediately take all appropriate actions to contain and remedy the Incident, and prevent any further Incident, including notification of ABB within forty-eight (48) after learning of the Incident. Supplier shall provide reasonable cooperation to ABB in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by Supplier.

(4) At any time during or after the term of this Contract, at ABB's written request, Supplier shall promptly return to ABB all copies of ABB's Confidential Information, whether in written, electronic, or other form or media, or destroy all such copies and certify in writing to ABB that ABB Confidential Information has been destroyed. Supplier may retain copies of ABB Confidential Information that are stored on Supplier's IT backup and disaster recovery systems until the ordinary course deletion thereof. Supplier shall continue to be bound by the terms and conditions of this Contract with respect to such retained ABB Confidential Information.

(B) Supplier Confidential Information. The provisions of this Clause are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the Parties; ABB shall comply with the terms thereof. Supplier shall not provide confidential or proprietary information to ABB without prior execution of a proprietary information agreement by the Parties.

(C) Notwithstanding anything to the contrary in this Clause 6, neither Party shall be liable to the other Party for damages resulting from disclosure of any confidential information required by law, regulation or valid court order; provided, to the extent legally permitted, prior written notice is provided to the other Party sufficiently in advance of such required disclosure to allow the other Party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or to seek appropriate protective orders.

7. CONTROLLED UNCLASSIFIED INFORMATION

In addition to and not limiting the obligations set forth in Clause 6, "Confidentiality Information/Data Protection" and Clause 23 "Protection of Personal Data," Supplier shall comply with all laws, regulations and U.S. Government policies for the safeguarding and dissemination of "Controlled Unclassified Information" in accordance with 32 CFR 2002 to the extent applicable to Supplier's performance hereunder.

8. COUNTERFEIT WORK

ABB INC. GTC FOR GOODS AND SERVICES
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(A) The following definitions apply to this Clause 8:

"Counterfeit Work" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part, substance, material or other item (collectively "Item"), from the original manufacturer, or a source with the express written authority of the original manufacturer or current design authority, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Items represented as new, Items which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the ordered Work, or the false identification of grade, serial number, lot number, date, or performance characteristics.

"Suspect Counterfeit Work" means an Item for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Item is authentic.

(B) Supplier shall not deliver Counterfeit Work or Suspect Counterfeit to ABB.

(C) Supplier shall maintain a Counterfeit Work mitigation process that complies with recognized industry standards and includes prevention, detection and risk mitigation methods to protect against the receipt, use, and transfer of Counterfeit Work or Suspect Counterfeit Work. Supplier shall only purchase items to be delivered or incorporated as Work under this Contract directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized or franchised distributor. Other sources may be used only if (i) the foregoing sources of supply are unavailable, (ii) Supplier will employ its counterfeit work mitigation process and duly inspect such work to ensure its authenticity, and (iii) ABB provides its prior written approval. A certificate of conformance shall accompany each shipment of Work delivered. If an original OEM/OCM certificate is unavailable, Supplier shall provide such documentation, testing and/or other information as ABB may reasonably request; however, the submission of such items shall not relieve Supplier of its obligations hereunder.

(D) Supplier shall immediately notify ABB in writing if it becomes aware that it has furnished Counterfeit Work or Suspect Counterfeit Work. When requested by ABB, Supplier shall promptly provide OCM/OEM documentation that authenticates and traces the effected items to the applicable OCM/OEM. Supplier, at its expense, shall provide reasonable cooperation to ABB in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(E) In the event the Work delivered under this Contract is or includes Counterfeit Work (to include Suspect Counterfeit Work that ABB in its sole, reasonable discretion determines to be Counterfeit Work), Supplier shall promptly replace the same with authentic Work that complies with the requirements of this Contract. Notwithstanding any other provision in this Contract, Supplier shall be liable for all costs relating to the replacement of Counterfeit Work, including without limitation, ABB's cost of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies ABB may have at law, equity or under other provisions of this Contract.

(F) Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of Items that will be furnished to or included in Work furnished to ABB.

(G) The requirements of this clause are in addition the requirements of any quality document, statement of work, specification or other provision of this Contract.

9. DEFAULT

(A) ABB may, by written notice to Supplier, terminate this Contract for default, in whole or in part, if Supplier (i) fails to comply with any of the terms of this Contract, (ii) fails to make progress so as to endanger the performance of this Contract, (iii) fails to provide adequate assurance of future performance, (iv) suffers a material adverse change in financial condition, or (v) becomes insolvent or (if allowed by law) files or has filed against it a bankruptcy proceeding. Except as to defaults involving bankruptcy, adverse change in financial condition, delivery schedule delays, or breaches of Supplier's integrity obligations hereunder, Supplier shall have ten (10) days (or such longer period authorized by ABB in writing) to cure such failure after receipt of ABB's notice.

(B) Following termination for default, ABB shall pay Supplier for all completed Work delivered to ABB that conforms in all respects with the requirements of this Contract. ABB may require Supplier to deliver to ABB any supplies, materials components, tools, dies, jigs, fixtures, plans, drawings information and contract rights (hereafter "Manufacturing Materials") that Supplier has specifically produced or acquired for the terminated portion of this Contract. At ABB's direction, Supplier shall protect and preserve Manufacturing Materials in which ABB has an interest and ABB and Supplier shall agree on the amount of payment for Manufacturing Materials delivered and accepted.

(C) Upon the occurrence and during the continuation of default, ABB may exercise any and all rights and remedies avail to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination of this Contract it was determined that Supplier was not in default, such termination shall be deemed a termination for convenience.

(D) Supplier shall continue all Work not terminated.

10. DEFINITIONS

The following terms shall have the meanings set forth below:

"ABB" means the ABB legal entity ordering the Work from Supplier. If the Work is purchased for delivery to an Affiliate of ABB, "ABB" also means that Affiliate.

"ABB Designated Procurement Representative" means a person authorized by ABB's cognizant procurement organization to issue and administer this Contract.

"Affiliate" means any entity which directly or indirectly controls, is controlled by or is under common control with a Party.

"Contract" means a written agreement executed by the Parties and/ or a Purchase Order, either of which incorporate by reference or attachment these General Terms and Conditions of Purchase, and all

other documents incorporated by reference therein or attached thereto.

"Customer Data" means any data or information, including Personal Data, acquired by Supplier in preparation of or during the fulfillment of the Contract relating to ABB, its Affiliates or their respective customers or suppliers.

"Delivery Location" means the warehouse, factory or other premises identified by ABB for physical delivery of the Work, including such location as may be listed in any relevant price list, or if no location for delivery is identified, ABB's place of business.

"Embedded Software" means computer software, to include firmware, that is embedded or otherwise contained in the Work, and required for operation of the Work.

"Identifiable Natural Person" means a human being who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity.

"Intellectual Property Rights" means (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.

"Party" means ABB or Supplier, collectively the "Parties."

"Personal Data" means any information relating to an Identifiable Natural Person.

"Purchase Order" means ABB's official ordering document issued to Supplier by ABB's Designated Procurement Representative for the purchase of the Work.

"Quality Management System" means the organizational structure, procedures, processes and resources necessary to implement a quality management plan.

"Records" means books, ledgers, documents and other data, to include supporting or underlying documents and materials.

"Root Cause" means the specific event or malfunction that caused a failure in the Work, or any portion thereof, which if repaired or removed, would prevent a like failure from occurring.

"Supplier" means the party identified on the face of this Contract with whom ABB is contracting.

"Supplier Personnel" means all Supplier employees, subcontractors and agents, including management and supervisory personnel, as well as any employees or contractors of Supplier's subcontractors performing any portion of the Work.

"Work" means all required labor, services and other effort, goods, supplies, articles, materials and other items comprising the subject matter of this Contract.

11. DISPUTES

(A) Disputes arising under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Until final disposition of any dispute, Supplier shall diligently proceed with performance of this Contract.

(B) The exclusive jurisdiction for any litigation concerning, arising out of or related to this Contract, regardless of the legal theory or nature of the claims presented, shall be the State Courts of New York or the U.S. District Court for the Southern District of New York. Both Parties consent to personal jurisdiction to such courts for the purpose of this Clause 11.

12. ELECTRONIC CONTRACTING AND NOTICES

(A) If this Contract is transmitted electronically neither Party shall contest the validity of this Contract, or any acknowledgement or amendment thereof, on the basis that this Contract or acknowledgement or amendment contains an electronic signature.

(B) Notices must be in writing and delivered by registered mail, courier, facsimile or by e-mail to the address of the Party notified, as provided in the Contract or otherwise authorized in writing. E-mail and facsimile require written confirmation of receipt. All notices shall be provided in English.

13. EXPORT COMPLIANCE AND TRADE CONTROLS

(A) The following definition applies to this Clause 13:

“Export-Controlled Item(s)” means hardware, software or data controlled under Trade Control Laws.

“Sanctions Agency” means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws and has jurisdiction over this Contract, including but not limited to the aforementioned governmental and regulatory bodies of the (i) United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, the U.S. Department of Commerce and the U.S. Department of State, (iii) European Union and (iv) Switzerland.

“Trade Control Laws” means all (i) U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (“ITAR”), 22 C.F.R. 120 et seq.; the Export Administration Regulations (“EAR”), 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 and (ii) all applicable laws, regulations or administrative decisions or guidelines adopted, maintained or enforced by a Sanctions Agency on or after the date of this Contract that sanction, prohibit or restrict certain activities including direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities.

(B) Supplier shall comply in all respects with applicable Trade Control Laws.

(1) If Supplier is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense

Articles or furnishing Defense Services, Supplier represents that it shall maintain an active registration with the U.S. Department of State’s Directorate of Defense Trade Controls, as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR.

(2) Supplier shall not export, re-export, transfer, disclose or otherwise provide or make accessible Export-Controlled Items to any non-U.S. person or entity (including Supplier’s dual and/or third-country national employees) without first complying with all requirements of the applicable Trade Control Laws. All such transfers of Export-Controlled Items provided to Supplier by ABB or a third party on ABB’s behalf, shall be subject to ABB’s prior written consent. No consent granted by ABB in response to Supplier’s request shall relieve Supplier of its obligations to comply with the provisions of this Clause 13 (B) or the Trade Control Laws, nor shall any such consent constitute a waiver of the requirements of this Clause 13(B) nor constitute consent for Supplier to violate any provision of the Trade Control Laws. Supplier shall obtain all necessary licenses and authorizations at Supplier’s own expense and promptly provide ABB copies of the same.

(C) Supplier must notify ABB if the Work or any other deliverable to be provided hereunder is an Export-Controlled Item. Before providing any Export-Controlled Item, Supplier shall provide to the ABB Designated Procurement Representative the export classification of such item (i.e. the export classification under the EAR, ITAR, European Union List of Dual Use Items and Technology, Wassenaar Arrangement’s List of Dual-Use Goods and Technologies or other applicable export control list) and shall promptly notify ABB’s Designated Procurement Representative in writing of any changes to the export classification information of the item or controlled data thereafter. If Supplier is not the original equipment manufacturer, Supplier shall obtain the export classification information from its source of supply. Supplier will include the Export Classification Control Number or “ECCN” or ITAR designation on its packing slips and shipping documentation. Supplier shall not be responsible for the export classification of any item manufactured by Supplier pursuant to ABB’s design.

(D) Supplier represents and warrants that neither Supplier, Supplier’s officers and directors, nor any Supplier Affiliate or Supplier Personnel performing or providing any portion of the Work is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department’s Bureau of Industry and Security (“BIS”), or the List of Statutorily Debarred Parties maintained by the U.S. State Department’s Directorate of Defense Trade Controls, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list of entities or persons subject to asset-freezing or other restrictions under applicable Trade Control Laws (collectively “Restricted Parties List”). Supplier shall notify ABB immediately if Supplier, a Supplier Affiliate or a supplier or subcontractor with which it engages becomes listed on the Restricted Party List.

(E) Supplier further represents and warrants that (1) no entity or person listed on the Restricted Party List, or owned in whole or in part

by an entity or person on the Restricted Party List, has any property, financial or other interest in the Work and that the performance of the Work shall not involve the transfer, export or withdrawal of any property or interest in property of any such person or entity; (2) no portion of the Work originated in or transited through any jurisdiction subject to comprehensive sanction, without limitation Cuba, Iran, North Korea, Syria, Russia, Belarus, Crimea, Donetsk, Kherson, Zaporizhzhia and Luhansk regions of Ukraine, as may be amended by Sanctions Agencies; and (3) it shall not take any action, furnish any information or make any request that would be reportable under or result in a violation of applicable antiboycott laws by ABB or its Affiliates.

(F) Supplier shall include this Clause paragraphs (A) – (F) or an equivalent provision in lower-tier subcontracts for the delivery of items and/or services that will be included in or delivered as Work to ABB.

(G) If, as a result of Trade Control Laws issued or amended after the date of this Contract, the performance by ABB of its obligations under this Contract becomes illegal or impracticable, ABB shall be entitled to suspend its performance until such time that ABB may lawfully discharge such obligations or terminate this Contract for its convenience in accordance with Clause 30 Termination for Convenience.

14. FORCE MAJUERE

(A) The following definition applies to this Clause 14:

“Force Majeure Event” means an event which is unforeseeable at the time of contacting, beyond the affected party’s control and without the affected party’s fault or negligence. Force Majeure Events may include and are not limited to, acts of God or public enemy, acts of sovereign governments, riots, insurrections, earthquakes, explosions, war, invasion, fires, floods, epidemics, quarantine restrictions, and unusually severe weather.

(B) Either Party (hereafter “Affected Party”) shall be excused from, and shall not be liable for, any delay or failure of performance hereunder to the extent caused by a Force Majeure Event.

(C) In order to be excused from performance under Clause 14(B), the Affected Party shall submit within (10) calendar days of the start of delay, written notice stating a complete and detailed description of such event, an estimate of the expected period of delay, and an explanation indicating how such event was beyond the control of the Affected Party and not due to its negligence or fault and what efforts the Affected Party will make to minimize the length of delay.

(D) If a Force Majeure Event exceeds thirty (30) calendar days, the non-Affected party may terminate this Contract without additional cost and without liability to the Affected Party. Upon termination of this Contract for Force Majeure, Supplier shall promptly reimburse ABB all amounts paid in advance for Work not performed or delivered.

15. INDEPENDENT CONTRACTOR

(A) (1) Supplier is an independent contractor in all its operations and activities hereunder, and this Contract does not create an agency, partnership or joint venture relationship between Supplier and ABB, or Supplier Personnel and ABB. Under no circumstances shall

Supplier be deemed an agent or representative of ABB or authorized to commit ABB in any way.

(2) Supplier shall obtain ABB’s written consent, not to be unreasonably withheld, prior to engaging a third party subcontractor to perform any portion of its obligations hereunder. Supplier shall (i) remain liable for all of its obligations hereunder (including its obligation to obtain all necessary Intellectual Property Rights in the Work pursuant to Clause 20 “Intellectual Property”) and (ii) be liable for the acts and omissions of such subcontractors as if the acts or omissions were of Supplier itself. Supplier shall immediately terminate and replace any subcontractor determined by ABB or Supplier to be acting in violation of Clause 19 “Integrity Compliance.”

(3) Supplier Personnel performing the Work shall (i) be deemed employees of Supplier (or Supplier’s subcontractors or agents as the case may be), (ii) not for any purpose be considered the employees, representatives or agents of ABB, and (iii) at all times be under the supervision and control of Supplier (and Supplier shall so inform such personnel). ABB assumes no liability for Supplier Personnel.

(B)(1) If ABB has reason to believe that obligations incurred by Supplier are not being paid, or receives a claim or lien notice from a third-party claiming it is owed money for labor, materials or equipment furnished to Supplier in connection with the Work (hereafter “Claimant”), ABB shall give written notice of such claim or lien to Supplier and Supplier shall have five (5) days from the date of delivery of said notice to: (i) provide documentation evidencing to ABB’s satisfaction that the monies owed to the Claimant have been paid or (ii) post a bond indemnifying ABB, ABB’s surety if any, and the premises of the Work from such claim or lien.

(2) If Suppliers fails to comply with Clause 15(B)(1), then ABB may take any steps it deems necessary to ensure that payments owed to Supplier are utilized to pay Supplier’s obligations and shall have the right, but not the obligation, to retain out of any payments then or thereafter due Supplier, under this or any other contract with ABB, a reasonable amount to protect ABB from any cost or expense, including attorney’s fees, arising out of or relating to any such claim or lien until the claim or lien has been satisfied by Supplier Further, ABB shall have the right to pay such claims directly out of funds then or thereafter due Supplier, or to issue joint checks to Supplier and Claimant at ABB’s sole option.

(C) Supplier is solely and exclusively responsible for any and all claims or lawsuits filed by Supplier Personnel and shall defend, indemnify and hold ABB harmless from and against all liabilities, damages, cost, loss and expense, including ABB’s attorneys’ fees and court costs, arising from or related to such claims or lawsuits. If requested by ABB, Supplier, at Supplier’s expense, shall (i) provide ABB all documentation and information ABB deems necessary to ensure ABB a proper legal defense against such claims and (ii) appear in court and acknowledge its status, (or the status of its subcontractor or agent as applicable), as the sole and exclusive employer of Supplier Personnel.

(D) If this Contract is for services, in whole or in part, Supplier shall include this Clause 15 or a substantially similar provision in any subcontracts issued hereunder.

16. INDEMNITY

Supplier shall indemnify, defend and hold harmless ABB, its officers, directors, employees, consultants, agents, Affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Supplier its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

17. INSPECTION AND ACCEPTANCE OF WORK

(A) Delivery or performance of the Work shall not be deemed to be acceptance of the Work by ABB. ABB shall have reasonable time to inspect and/or test the Work following ABB's receipt of the Work at ABB's facilities and to report any defects to Supplier. If a defect in the Work was not reasonably detectable during the inspection, ABB shall have reasonable time to provide notice of such defect after it has become apparent.

(B) The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to ABB's written acceptance statement. Supplier shall provide ABB reasonable advance written notification when Work is ready for acceptance. However, no inspection, testing or acceptance procedure shall relieve Supplier of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract.

(C) If Supplier delivers non-conforming Work, ABB may, in addition to any other remedies available at law or in equity: (i) accept all or part of the Work at an equitable price reduction; or (ii) reject the Work; or (iii) require Supplier, at Supplier's cost, to make all repairs, modifications, or replacements necessary to enable the Work to completely conform to the requirements of this Contract. Supplier shall not re-tender rejected Work without disclosing the corrective action taken.

18. INSURANCE

(A) Supplier and its subcontractors shall maintain the insurances identified in Attachment A, hereto throughout the performance of this Contract. All insurance shall be maintained through insurers licensed or authorized to do business in the jurisdiction where the Work will be performed with a minimum Standard & Poor's rating of A-, with at least \$100,000,000 or equivalent in Policy Holders' Surplus or A.M. Best rating of A- VIII, or the equivalent in jurisdictions where such classification rating is not recognized, or as otherwise agreed by ABB. If applicable law requires insurance of a type and/or in an amount greater than the minimum amounts provided in Attachment A, then Supplier shall maintain insurance as required by applicable law. All policies shall be written on an "occurrence" basis, unless a claims made policy is acceptable pursuant to Attachment A, or otherwise agreed in writing by ABB.

(B) Supplier shall provide ABB an ACORD or equivalent certificate of insurance evidencing compliance with this Clause 18 prior to commencing performance of the Work, as well as upon renewal of said insurance, or as required by ABB any other time. Supplier shall provide ABB thirty (30) days advanced written notice prior to the effective date of any cancellation or change in the term or coverage of any of Supplier's insurance, provided however, that such notice shall not relieve Supplier of its obligation to maintain required insurance.

Supplier's obligations under this Clause 18 are free standing and do not modify and are not modified by any other term or condition of this Contract.

(C) Insurance maintained pursuant to this clause shall be considered primary as respects the interest of ABB and is not contributory with any insurance or self-insurance which ABB may carry. The insurance required under this clause shall have a worldwide coverage territory and cover occurrences and claims brought in the USA, its possessions and territories.

19. INTEGRITY COMPLIANCE

(A) CODE OF CONDUCT

Supplier acknowledges and agrees that it has received and read the ABB Code of Conduct, the ABB Supplier Code of Conduct, and the U.S. Government Supplement to the ABB Code of Conduct and shall perform its contractual obligations in accordance with the policies, principles and requirements therein. All three documents may be obtained from ABB's Designated Procurement Representative or reviewed and downloaded at [Integrity — ABB Group \(global.abb\)](https://integrity-abb.com) ("Download") and US Government Supplement to the ABB Code of Conduct [US Government Business Supplement to the CoC 05032023 \(abb.com\)](https://abb.com) or go.abb/USgov, respectively.

(B) GRATUITIES, KICKBACKS AND ANTIBRIBERY LAWS

(1) Supplier shall not offer or give a kickback or gratuity (e.g., entertainment or gifts) for the purpose of obtaining or rewarding favorable treatment as an ABB supplier.

(2) Supplier shall comply with all anti-corruption laws, regulations, ordinances and legal rules ("Anti-Corruption Laws"), including but not limited to Anti-Corruption Laws relating to bribery, money laundering and tax evasion, and without exclusion, the: (i) United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, (ii) UK Bribery Act 2010, and (iii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption as adopted in Supplier's country or any country where performance of this Contract will occur.

(3) Supplier represents, covenants and warrants that has not and will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment of money or anything of value to (i) any third party employed by or acting on behalf of any customer (private or governmental), or (ii) any government official, government employee or any political party or candidate for political office for purposes of influencing any act or decision or inducing or rewarding any action by a customer in a private transaction or governmental matter or for the purpose of securing any improper advantage to assist ABB or Supplier in obtaining or retaining business or directing business to a third party.

(4) Supplier shall notify ABB in writing if any owner, officer, partner or director of Supplier or a Supplier Affiliate, is or becomes a government official or employee or a candidate for political office or political party during the term of this Contract.

(5) Supplier shall notify ABB in writing of any violation or alleged violation of this Clause 19(B) disclosing all relevant facts related thereto, and shall keep ABB informed of any subsequent proceedings, litigation, ruling and disposition thereof.

(C) HUMAN RIGHTS, CONFLICT MINERALS

(1)(a) The following definitions apply to this Clause 19(C)(1):

“Child Labor” means work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that: is mentally, physically, socially or morally dangerous and harmful to children; and/or interferes with their schooling by depriving them of the opportunity to attend school; obliging them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work. Child Labor also refers to employment of children who are under aged to work as determined laws of a state.

“Forced Labor” includes Child Labor and means compulsory labor and is any work or service which is exacted from any person under the threat of a penalty, for which the person has not offered himself or herself voluntarily, and refers to situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as manipulated debt, retention of identity papers or threats of denunciation to immigration authorities.

“Human Trafficking” means the recruitment, transportation, transfer, harboring or receipt of people through force, fraud or deception, with the aim of exploiting them for profit.

“Modern Slavery” means the severe exploitation of other people for personal or commercial gain; modern slavery takes many forms, the most common forms of modern slavery are (not exhaustive list): human trafficking, forced labor, debt bondage/bonded labor, descent-based slavery, slavery of children, child labor, forced and early marriage.

(b) Supplier represents and warrants that no portion of the Work, including any components, subcomponents or materials, was extracted, mined, produced, manufactured, assembled or processed using any form of Forced Labor, Child Labor, Human Trafficking, or other forms of Modern Slavery (collectively “Modern Slavery”) In performance of this Contract, Supplier and Supplier Personnel performing or providing any portion of the Work hereunder, shall at all times comply with all human rights and anti-modern slavery laws and international frameworks, including The Universal Declaration of Human Rights, and United Nations Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the U.K. Modern Slavery Act and all other laws, regulations and international frameworks pertaining to the protection of human rights and prevention of Modern Slavery. Supplier shall be solely responsible and liable for all costs, loss, penalties, fines and expense arising out of or related to Supplier’s violation of this Clause 19(C)(1)(b), including but not limited to ABB’s costs incurred in storing and reexporting Work delivered in violation of this Clause.

(c) Without limiting the applicability of the foregoing, Supplier covenants that it shall (i) respect the human rights of its employees, provide a safe and appropriate working environment, eliminate discrimination, and provide equal opportunity in employment; (ii) not tolerate, and cause its suppliers not to tolerate Modern Slavery, and shall comply with all applicable laws and regulations, domestic and

international (if any portion of the Work is performed outside of the United States), relating to wages, working hours and other employment terms; and (iii) not have any affiliation with anti-social forces, organizations and movements (including, without limitation, criminal organizations and terrorist organizations) and warrants that it will not hold itself out as, or knowingly engage the services of, or provide contributions of anyform to the same for any reason; and (iv) require its suppliers and business partners to agree to accept the same obligations as Supplier has undertaken under this Clause 19(C)(1).

(2)(a) Supplier represents, warrants, covenants and certifies that (i) it is in full compliance with all applicable conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the European Union ‘Conflict Minerals’ Regulation (EU) 2017/821 as either may be amended from time to time, and any regulations, rules, releases, decisions or orders adopted by a governmental agency responsible for adopting regulations related thereto (“Conflict Mineral Laws”) and (ii) none of the Work provided hereunder shall contain any conflict mineral (including, but not limited to, tin, tantalum, gold and tungsten) in violation of Conflict Mineral Laws. Supplier shall comply with the reporting and other requirements regarding conflict minerals provided at www.abb.com - **Supplying – Material Compliance** or otherwise, and shall provide ABB with certifications, statements and other information as needed.

(b) Should Supplier learn or have reason to know of or suspect any development that makes it likely that the Work provided hereunder contains any conflict mineral in violation of Conflict Mineral Laws, or that in any other way makes inaccurate, incomplete or misleading the representations, warranties and certifications of the Supplier set forth herein, then Supplier shall immediately advise ABB in writing of such knowledge or suspicion and all related information known to the Supplier. Supplier acknowledges that ABB will rely on the accuracy and completeness of information that Supplier furnishes to ABB as the basis for ABB’s compliance with Conflict Mineral laws.

(D) Supplier shall report violations and suspected violations of any applicable law, ABB policies, the ABB Code of Conduct or the ABB Supplier Code of Conduct through one or more of the reporting channels provided at www.abb.com/Integrity – **Reporting Channels** or <https://global.abb/group/en/about/integrity> (see website for specific contact details). Supplier shall provide ABB timely written notice of any material changes provided to ABB as part of ABB’s supplier onboarding process or other due diligence process.

(E) Any violation of an obligation contained in Clause 13 “Export Controls/Trade Compliance” or this Clause 19 “Integrity Compliance,” is a material breach of the Contract and entitles ABB to terminate the Contract immediately for Supplier’s default in accordance with Clause 9 “Default.” **Supplier shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, Affiliates, successors, permitted assigns and customers from and against all claims, causes of action, damages, liabilities, costs and expenses, including attorney’s fees arising from Supplier’s breach of Clause 13 or this Clause 19 and any resulting termination of this Contract.**

20. INTELLECTUAL PROPERTY

(A) Intellectual Property Rights in Work created by or licensed to Supplier prior or outside of this Contract and not owned by ABB pursuant

to another contract (“Supplier’s Pre-Existing IPR”) will remain vested in Supplier (or Supplier’s third-party licensor). To the extent that Supplier Pre-Existing IPR are embedded in the Work provided hereunder, Supplier grants ABB and its Affiliates a worldwide, irrevocable, transferable, sub-licensable, non- exclusive, royalty-free license to use Supplier’s Pre-Existing IPR as part of the Work, including the right to improve, develop, market, distribute, sublicense or otherwise use such Supplier Pre-Existing IPR. Embedded Software shall be provided with the license set forth in Paragraph 20(C).

(B)(1) Supplier agrees that ABB shall be the owner of all inventions, technology, designs, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Contract by or on behalf of Supplier, to include the modification or redesign of existing Work. Supplier hereby assigns all right, title, and interest in the foregoing to ABB including without limitation all IPR therein and further agrees to execute, at ABB’s request and expense, all documentation necessary to perfect title therein in ABB.

(2) All data, copyrights, reports, and works of authorship developed in performance of this Contract shall be the sole property of ABB and used by Supplier solely in performance of this Contract. To the extent that the Work may not, by operation of law, be works made for hire, Supplier hereby assigns to ABB the ownership of copyright in such Work and ABB shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in such Work. Supplier shall give ABB all assistance reasonably required to perfect such rights.

(C) To the extent the Work contains Embedded Software that is not ABB’s property, Supplier grants ABB, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such embedded software as an integral part of such Work or for servicing the Work (hereafter “Customer-Required License”). If such Embedded Software or any part thereof is owned by a third party, Supplier shall obtain the Customer-Required License from such third-party prior to delivery of the Work to ABB

(D) Supplier warrants that the Work delivered or performed under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Supplier shall indemnify, defend and hold harmless ABB, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney’s fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work delivered or performed under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

21. NEW MATERIALS

All Work delivered under this Contract shall consist of new materials, not used, or reconditioned, remanufactured or of such age as to impair its usefulness or safety.

22. OPEN-SOURCE SOFTWARE

(A) “Open Source” means with respect to software and any licenses of the same, software provided under a license which permits the user to run, copy, distribute, study, change, modify and/or improve the software but which prohibits the user from: (i) withholding improvements and/or modifications made by the user to the source code when and/if the user thereafter distributes the software; and/or (ii) adding restrictions on use when redistributing or transferring the Software to third parties. For purposes of this Contract, “Open Source” Software shall also include “Free Software” as defined by the Free Software Foundation Inc. By way of example and not limitation, “Open Source” licenses include such licenses as the GNU General Public License, the GNU Lesser/Library GPL, the Mozilla Public License, Apache Software License, the Academic Free License, and Open Software License. Certain Open Source licenses prohibit “for profit” redistribution of the source code in any form.

(B) Supplier shall disclose to ABB in writing any Open-Source software that will be contained in or used by Embedded Software, if any, and obtain ABB’s prior written consent before using or delivering such Open Source software in connection with this Contract. Supplier agrees to replace at its own cost any Open Source software components rejected by ABB with software of at least the same quality and functionality.

(C) Supplier shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, Affiliates, successors, permitted assigns and customers from and against all claims, causes of action, damages, liabilities, and expenses, including attorney’s fees arising the use or delivery of Open Source Software under this Contract.

23. ORDER OF PRECEDENCE

In the event of a conflict between the documents comprising this Contract, the following descending order of precedence shall apply: (i) the terms and conditions of the written Contract executed by the Parties (if applicable), (ii) the face of the Purchase Order including any special terms and conditions noted, to include technical specifications and quality requirements; (iii) these GTCs, and (iv) the statement of work (if applicable).

24. PROTECTION OF PERSONAL DATA

(A) In the event ABB discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations. If, in ABB’s reasonable discretion, Supplier (or any Supplier Affiliate or third party approved by ABB and receiving Personal Data on Supplier’s behalf) will receive or have access to Personal Data beyond basic business contact information, Supplier shall, at ABB’s request, enter into a separate agreement for the sharing, handling and/or processing of ABB Personal Data.

(B) 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.

(C) Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 24 which in ABB’s 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 agrees to implement any such changes at no additional cost to ABB.

(D) ABB Data Privacy Notice. Supplier will use all reasonable endeavors to deliver the applicable ABB Privacy Notice (Supplier or Contractor) located at www.abb.com/PrivacyNotices to its personnel involved in the delivery or performance of the Work.

(E) The requirements of this Clause 24 are in addition to and do not supersede or replace the Parties' obligations under Clause 6 "Confidential Information/Data Security."

25. PRICING, PAYMENT, INVOICING

(A) PRICING

(1) Prices and hourly rates are as set forth on the face of the purchase order or elsewhere in this Contract. Supplier warrants the pricing for the Work shall not exceed the pricing for the same or comparable goods or services offered by Supplier to third parties.

(2) Unless otherwise specified, prices include all applicable federal, state, and local transactional (sales, use, GST/HST, PST, VAT, etc.) taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. If Supplier is legally obligated to pay transactional and/or similar taxes, Supplier shall invoice ABB in accordance with applicable tax authority rules to enable ABB to reclaim such taxes. ABB shall reserve the right to provide Supplier with exemption documentation to remove such transactional taxes from Supplier invoices to ABB.

(3) For non-US Suppliers, freight, insurance, royalties and Supplier's commissions, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. Invoices for Work performed on an hourly basis must be submitted with time sheets substantiating the hours worked and the Work performed for ABB's review and confirmation.

(B) PAYMENT

(1) Unless otherwise agreed to on the face of the Purchase Order or elsewhere in this Contract, payment terms shall be ninety (90) days end of month plus four (4) days following the last to occur of ABB's receipt of Supplier's proper invoice and delivery of the Work to the Delivery Location. Payment shall be deemed to have been made as of the date of mailing ABB's payment or electronic funds transfer.

(2) Payments shall be subject to reduction to the extent of amounts which are found by ABB or Supplier not to have been properly payable and shall also be subject to reduction for overpayments. Supplier shall promptly notify ABB of any such overpayments and remit the amount of the overpayment except as otherwise directed by ABB. ABB shall have a right of setoff against payments due or at issue under this Contract or any other contract between the Parties.

(C) INVOICING

Invoices must contain the following information: (i) Supplier name, address, phone number and point of contact, (ii) Purchase Order number, (iii) invoice number and date of issuance, (iii) identification of Work shipped by quantity and description, (iv) total amount invoiced and currency, (v) taxes charged and Supplier's sales tax

number, (vi) authorized economic operator and/or approved exporter authorization number and/or other customs identification number, if applicable; and (vii) payment terms as agreed.

26. QUALITY MANAGEMENT SYSTEM

(A) Supplier shall provide and maintain a Quality Management System meeting recognized industry standards for the Work being procured and in compliance with any other specific quality requirements identified in this Contract.

(B) Records of all quality control inspection work by Supplier shall be kept complete and made available to ABB or its third-party representative for review and audit upon ABB's written request.

(C) At ABB's request, Supplier shall, at Supplier's sole risk and expense, investigate and determine the Root Cause of any defects ABB identifies in the Work. Supplier shall report its findings to ABB in writing within ten (10) calendar days thereafter. ABB reserves the right to undertake an audit of Supplier (which may be carried out by ABB, its Affiliates or third party experts), based on the results of the Root Cause investigation or Supplier's failure to comply with this Clause 26 (C).

(D) Supplier shall notify ABB if Supplier learns of any quality related issues that may affect the Work. The provisions of Clause 26(C) shall apply as the issue had been notified to Supplier by ABB.

27. RECORDS

(A) Unless a longer period is specified in this Contract or by law or regulation, Supplier shall retain all Records related to this Contract for a period of three (3) years from the date of final payment received by Supplier. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification Records.

(B) ABB shall have the right to audit Supplier's Records and facilities related to the performance of this Contract. Such audits may be conducted by ABB or its authorized representative during normal business hours upon reasonable written notice. ABB shall have the right to make copies and abstracts of all relevant Records. Unless otherwise required by law or regulatory authorities, all audit-related findings and communications shall be treated as confidential.

28. SEVERABILITY

(A) Each provision of this Contract is intended to be severable. If any provision is found to be invalid, illegal or otherwise unenforceable (collectively "Unenforceable" by any Tribunal, the other provisions shall not be affected thereby and shall remain in full force and effect. "Tribunal" as used in this paragraph means "a state or federal court or administrative agency or arbitration authority."

(B) It is the intention of the Parties that there shall be substituted for such Unenforceable provision a provision as similar as may be possible and yet be valid, legal and enforceable. Should any provision of this Contract ever be reformed or rewritten by a Tribunal, such provision as rewritten shall be binding on the Parties as if fully set forth herein.

29. SURVIVING CLAUSES

The following clauses shall survive the expiration or termination of this Contract: Acceptance and Terms of Contract - 1, Applicable Law - 2, Confidential Information - 6, Controlled Unclassified Information - 7, Counterfeit Work - 8, Definitions - 10, Disputes - 11, Electronic Contracting - 12, Export Controls - 13, Independent Contractor - 15, Indemnity - 16, Integrity Compliance - 19, Intellectual Property - 20, Open Source Software - 22, Records - 27, Severability - 28, U.S. Government Requirements - 33, Warranty - 35.

30. TERMINATION FOR CONVENIENCE

ABB may terminate this Contract for its convenience in whole or in part by giving Supplier thirty (30) calendar days written notice. In such event ABB shall pay to Supplier (i) the value of delivered but unpaid Work (provided that such Work otherwise complies with the Contract) and ii) proven direct costs reasonably incurred by Supplier for undelivered work. No other compensation will be provided Supplier and in no event shall ABB be liable for any sum in excess of the Contract price for the Work terminated or for costs incurred or work performed outside of Supplier's standard production flow or lead times. Supplier shall continue all Work not terminated.

31. TIMELY PERFORMANCE

(A) Supplier's performance and/or delivery of the Work in strict accordance with the delivery schedule and lead times agreed to herein is a material condition of this Contract. Acceptance of late performance shall not constitute a waiver of this provision.

(B) If delivery or performance of the Work does not comply with the dates and/or lead times specified in the Contract, ABB may, in addition to ABB's other rights and remedies at law, in equity or under this Contract (i) terminate the Control wholly or in part pursuant to Clause 9 of this Contract, (ii) refuse any subsequent delivery of the Work, (iii) recover from Supplier all expenses reasonably incurred by ABB in obtaining substitute Work, (iv) claim damages for any cost, loss, expense and liquidated damages incurred by ABB and attributable to Supplier's delay, and/or (v) claim liquidated damages as agreed elsewhere in this Contract.

(C) If Supplier becomes aware of any difficulty in performing the Work, including but not limited to impending labor disputes, Supplier shall promptly notify ABB in writing, providing relevant details. Such notifications shall not change any delivery schedule.

32. TITLE AND SHIPPING

(A) Title to the Work shall transfer to ABB upon delivery according to the applicable freight term.

(B) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice. Shipment of partial orders must be approved in advance by ABB. A complete packing list shall be enclosed with all shipments. Supplier shall mark containers or packages with necessary lifting, loading, and shipping information, including this Contract number, applicable item numbers, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

(C) At least two (2) business days prior to shipment, Supplier shall provide the following information to ABB or its designated agent in writing: (i) name of manufacturer if different from Supplier, (ii) number of packages and contents, (iii) Harmonized Tariff Schedule codes (for Work to be imported into the United States) for the country of consignment or other tariff classification codes as specified in the Contract, (iv) the countries of origin for all Work and (v) free trade agreement qualification if applicable. Supplier shall deliver to ABB country of origin certificates and any additional information necessary to verify customs tariff codes, promptly upon ABB's request.

(D) All Work shall be delivered in accordance with INCOTERMS 2020 FCA Delivery Location (domestic shipments) or INCOTERMS 2020 First Domestic Destination (international shipments), e.g., port of export for the Work being imported.

(E) Risk of loss for the Work shall pass to ABB in accordance with the applicable INCO term, except as to services, in which case risk of loss shall pass when ABB accepts the Work in accordance with the terms of this Contract.

33. U.S. GOVERNMENT REQUIREMENTS

(A) Supplier hereby represents, warrants and certifies that Supplier, its Affiliates and 'Principals' are not debarred, suspended or proposed for debarment or suspension, or otherwise excluded from procurement by the U.S. Government or any state, local or other governmental entity. "Principals" means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

(B) If this Contract is in support of a U.S. Government prime contract or subcontract, the following provisions apply:

(1) Equal Opportunity for Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Protected Veterans. (1) The clause at 41 CFR 60-300.5(a) is incorporated herein by reference. The clause applies if this Contract is for \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA. As used in the clause, "contractor" means "Supplier." This clause applies in addition to FAR 52.222-35 if included in this Contract. **ABB and Supplier shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

(2) Equal Opportunity for Workers with Disabilities. The clause at 41 CFR 60-741.5 is incorporated herein by reference. The clause applies if this Contract is in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended. As used in the clause, "contractor" means "Supplier." This clause applies in addition to FAR clause 52.222-36 if included in this Contract. **ABB and Supplier shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

(3) Equal Opportunity. Supplier shall (i) comply with the requirements

of 41 CFR 60-1.4(a) and (ii) flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. (Does not apply to Work performed outside of the United States by employees not recruited within the United States.)

(4) The ABB U.S. Government Flowdown Addendum at [ABB General Terms and Conditions for Purchase — ABB Group \(global.abb\)](#), <country specific version>, United States of America, U.S. Government Flowdown Addendum, version in affect as of the date of this Contract, is hereby incorporated into and made part of this Contract by reference, as if full set forth below. Notwithstanding anything contrary, any and all contractual flowdowns as expressly accepted by and between ABB and Supplier related to a specific order are hereby incorporated by reference as fully set forth herein. In the event of a conflict between the U.S. Flowdown Addendum and the expressly accepted contractual flowdowns, the latter controls.

(C) If the Work includes services funded by, or performed on facilities owned or operated by federal, state or local governmental agencies, such Work may be subject to various wage and hour requirements as imposed by U.S. federal, state, or local prevailing wage laws (“Prevailing Wage Laws”). Supplier shall comply with all Prevailing Wage Laws applicable to such Work, to include, without limitation (i) payment of mandatory prevailing wage, fringe benefits, and overtime wages; (ii) timely submission of accurate certified payrolls to the respective governmental agency as required; and (iii) to the extent supplier subcontracts such Work to its lower tier suppliers, incorporation of any wage and hour requirements into its lower tier subcontracts. Supplier shall cooperate with ABB in any investigation or inquiry with respect to Supplier’s failure to comply with Prevailing Wage Laws and **indemnify, defend, and hold harmless ABB, its Affiliates, officers, directors, agents and Customers, from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney’s fees, all expenses of litigation and/or settlement, and court costs, arising from any violation of this Clause 33(C).** Except to the extent prohibited by applicable law, Supplier’s compliance with applicable Prevailing Wage Laws is a condition precedent for payment of any invoices submitted under this Contract, and for every invoice submitted, Supplier affirms Supplier’s compliance with the same.

34. WAIVERS, APPROVALS, REMEDIES

(A) Failure by either Party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a Party thereafter to enforce such provision or law.

(B) ABB’s approval of documents shall not relieve Supplier of its obligation to comply with the requirements of this Contract.

(C) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

35. WARRANTIES

(A) Supplier warrants that the Work will be delivered with good and clear title and free of claims by any third party. ABB may withhold payment pending receipt from Supplier, as may be reasonably requested by ABB, of evidence establishing the absence of liens,

encumbrances and claims.

(B)(1) Supplier warrants that all Work provided hereunder shall: (i) be from defects in design, material and workmanship, (ii) be fit for any particular purpose specified in this Contract (or in absence thereof, be fit for the purposes for which such Work would ordinarily be used), and (iii) strictly conform to all applicable specifications, drawings, descriptions and requirements of this Contract. This warranty shall begin upon final acceptance and extend for a period of two (2) years (“Warranty Period”). If nonconforming Work is identified within the Warranty Period, Supplier, at ABB’s option, shall promptly repair, replace, or reperform the Work. The return to Supplier of nonconforming Work and the delivery to ABB of replacement Work, shall be at Supplier’s expense. The Warranty Period for replacement Work shall be the longer of the remainder of the Warranty Period or six (6) months.

(2) If repair, replacement, or reperformance of the Work is not timely, ABB may repair, reperform, replace or reprocur the non-conforming Work at Supplier’s expense. All warranties shall run to ABB, its Affiliates and customers.

(C) Supplier warrants that it is and shall remain free of any obligation or restriction which would interfere with, or present a conflict of interest in regard to, Supplier’s performance of this Contract.

(D) Supplier warrants that it (i) has all of the requisite resources, skills, experience, and qualifications to perform the Work, and (ii) shall perform the Work with the degree of high professional skill, sound practices and prudence normally exercised by recognized and respected professional firms performing Work of a similar nature.

36. WORK ON PREMISES

(A) All Supplier Personnel performing Work on premises owned, leased or operated by ABB or ABB’s customers (“Customer Premises”) shall comply with all directions, policies and procedures related to personal and professional conduct, health and safety, security, confidentiality, computer network access and data security (collectively “Customer Policies”). Supplier has received copies and shall comply with SA-S-005-02 ABB Way HSE & Security Documents found at <https://go.insideplus.abb.com/corporate-functions/hseandsecurity/abb-way-management-system-mis/the-abb-way/policy-and-standards>. ABB reserves the right to bar or remove Supplier Personnel from any Customer Premises for failure to comply with Customer Policies. Supplier shall promptly provide a suitable replacement.

(B) Prior to assigning Supplier Personnel to perform Work at a Customer Premises, Supplier shall (i) ensure that Supplier Personnel have the legal right to work in the United States; and (ii) at its own expense, conduct or have conducted background checks on such Supplier Personnel, including, at a minimum, a criminal background check and a review of credit history, in accordance with applicable laws. Supplier shall not permit Supplier Personnel who fails such background checks to have access to Customer Sites.

(C) Supplier shall ensure Supplier Personnel: (i) use assets provided to Supplier Personnel solely for performance of the Contract and do not remove assets from Customer Premises without ABB’s express written authorization; (ii) only connect with and use computer equipment, networks, programs, tools and routines authorized by

ABB, and (iii) do not share or disclose passwords, teleconference “dial in” numbers or identification codes or similar security protocols.

37. WORK WITH ABB-FURNISHED PROPERTY

(A) Title to all property furnished to Supplier by ABB or acquired by Supplier and paid for by ABB, (hereafter “ABB-Furnished Property”) is and shall remain the property of ABB. If ABB agrees to pay Supplier for the acquisition of tooling and/or equipment, either separately or as a stated part of the Work’s purchase price, title to such tooling and/or equipment shall pass to ABB upon the first to occur of: (i) Supplier’s use of the Furnished Property or (ii) ABB’s payment to Supplier for the cost of such tooling and/or equipment.

(B) Supplier shall clearly mark all unmarked ABB-Furnished Property to reflect its ownership and shall not use ABB-Furnished Property for any purpose or for any other party other than that specified by ABB.

(C) Supplier assumes the risk of, and is solely responsible for, any loss, theft, destruction of or damage to ABB-Furnished Property while it is in Supplier’s possession or control. Supplier shall (i) insure ABB-Furnished Property in accordance with the insurance provisions of this Contract, (ii) promptly notify ABB if ABB-Furnished Property becomes damaged or lost, (iii) promptly repair or replace ABB-Furnished Property, which becomes lost or damaged (at ABB’s direction) and (iv) maintain ABB-Furnished Property in accordance with the property’s written instructions, or if no instructions are provided, in accordance with good commercial practice. Supplier shall, at ABB’s request, provide ABB written inventory lists of ABB-Furnished Property, and shall deliver, return or otherwise dispose of ABB-Furnished Property as directed by ABB. Following termination of this Contract, unless ABB directs otherwise, Supplier shall return, at Supplier’s request, all ABB-Furnished Property remaining in Supplier’s possession.

ATTACHMENT A

INSURANCE REQUIREMENTS

(A) In accordance with Clause 18 of the ABB GTC, Supplier shall maintain the following insurances:

(i) Workers’ Compensation Insurance (or its equivalent for Work performed outside of the United State) meeting the statutory requirements where Work will be performed.

(ii) Employers’ Liability (“EL”) Insurance in the minimum amount of \$2,000,000 per each accident/ each employee/ disease.

(iii) Commercial or Comprehensive General Liability (“CGL”) Insurance in the amount of \$5,000,000 per occurrence and annual aggregate with coverage extensions for at least: premises/operations, personal injury, advertising injury, contractual liability, cross liability/severability of interests, products liability and completed operations liability. This insurance shall include ABB as an additional insured.

(iv) Automobile Liability (“AL”) Insurance in the amount of \$2,000,000 combined single limit per occurrence, insurance covering all owned, non-owned and hired vehicles. This insurance shall include ABB as an additional insured.

(v) All Risk Property Insurance in an amount equivalent to the full replacement value of any tangible property provided by ABB or ABB’s customer to Supplier while such property is in Supplier’s possession or control. This insurance shall include ABB as an additional insured and loss payee, as its interests may appear.

(vi) Transportation or Cargo Insurance, in effect during the time Supplier bears risk of loss for the Work pursuant to this Contract, in an amount equivalent to the full replacement value of the Work if Supplier is responsible for transportation of the Work. This insurance shall include ABB as an additional insured and loss payee, as its interests may appear.

(vii) Professional Errors and Omission Liability Insurance (“E&O”) If the Supplier is providing any professional services including engineering, design, consultancy, or similar professional service, it will maintain this insurance in the amount of \$5,000,000 per claim and annual aggregate covering Supplier’s legal liability arising out errors or omissions in rendering or failure to render professional services under this Contract, and this insurance shall either be maintained for a period of at least one (1) year after completion of the Work or an Extended Reporting Period is put into place for a period of at least one (1) year after the completion of Work (Supplier’s obligation under this Paragraph (vii) is waived if (a) the Work provided hereunder is a product without services and (b) Supplier’s CGL insurance policy includes a products liability extension not subject to an E&O exclusion).

(viii) Cyber Liability Insurance Including Technology Errors and Omissions Liability Insurance, if Supplier provides software or any products or Services, which will interface with ABB’s IT or IS infrastructure, or includes executable binary code it shall maintain this insurance in the amount of \$5,000,000 per claim and in the annual aggregate, covering all Work including, without limitation, failure of information technology (“IT”) security, data privacy breach, including without limitation, unauthorized access to Personally Identifiable Information, introduction of a virus or malware, denial of access, regulatory fines or penalties, investigatory/forensic costs, notification costs and infringement of software copywrite.

(ix) Builder’s All Risk/Installation Floater Insurance in the event the Work includes installation, construction, assembly or erection activities, including without limitation, integration activities, Supplier shall maintain this insurance during the time it bears risk of loss in accordance with this Contract in an amount equivalent to the full replacement value of the Work, as well as the full replacement value of any property owned or leased by ABB or its customer in Supplier’s care, custody or control or care, whether incorporated into the Work or not. This insurance shall include ABB as an additional insured and loss payee, as its interests may appear.

(B) Except as to Professional Liability and Cyber Liability or prohibited by law, each insurance policy required pursuant to Paragraph (A) shall be endorsed to include a waiver of subrogation in favor of ABB, its Affiliates and their respective directors, officers and employees.