

## General

1. Orders from ABB must be in writing and shall be based exclusively on these General Purchasing Conditions to the extent the order does not contain any regulations to the contrary. If ABB requires an order confirmation from the Supplier, the agreement shall become effective only upon the receipt of such order confirmation. Any general conditions of the Supplier shall only become part of the agreement if expressly accepted in writing by ABB.

## Object

2. Type, scope and time of the delivery or services shall be set out in the order. Provisions to the contrary require written consent by ABB.
3. The specified characteristics and performance requirements are deemed to be warranted qualities. Fitness for purpose, the unrestricted electronic processing of calendar dates and fulfilment of the standards and legal requirements of the country of destination or, if such destination is not indicated in the order, the country of the supply are deemed to be presupposed qualities.

## Delay

4. The Supplier shall immediately mitigate any threatened or foreseeable delays and notify ABB thereof in writing.

## Delivery and Transfer of Title

5. Orders are subject to Incoterms 2010. FCA Seller's premises shall apply.
6. The transfer of title shall take place on transfer of risk.
7. ABB reserves the right to reject deliveries with defective packaging, marking or documentation as well as partial or advance deliveries which have not been agreed upon in writing or to receive them and to store them at the cost and the risk of the Supplier until the agreement is duly fulfilled.
8. Any freight or packaging costs are included in the price but shall be quoted separately for trade statistical reasons. ABB may return packaging material against a credit note.

## Export Control and Customs

9. The customs tariff number of the country of consignment for goods must be indicated. For controlled goods, the national export control number must be indicated and, if the goods are subject to U.S. export regulations, the ECCN. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; non-preferential certificates of origin upon request.

## Payment Conditions

10. Payments shall be due within 60 days after delivery in conformity with the agreement and after invoicing. ABB reserves the right to refrain from payment if defects are discovered.

## Warranty

11. The immediate examination and notification duty of the ordering party according to Art. 201 Swiss Code of Obligations shall not apply. ABB may make warranty claims during the entire warranty period. The warranty period amounts to 24 months following delivery; for replaced or repaired parts, it recommences with their delivery. The warranty includes real or legal defects and the lack of warranted or presupposed qualities.

## Right to Use Standard Software

12. The Supplier grants ABB the non-exclusive, transferable right to use the standard software contained in the object ordered for the intended purpose. The Supplier warrants that it has the corresponding utilization and distribution rights and shall indemnify ABB against any claims of third parties from the violation of such rights. ABB may produce software copies for security and archiving purposes.

## Liability

13. The Supplier shall hold ABB free and fully harmless against all third party claims in connection with the delivery or services based on product liability, environmental protection and protection of intellectual property rights. ABB shall immediately inform the Supplier of substantiated claims raised against ABB.

## Copyrights and Non-Disclosure Obligation

14. All rights in relation to documents such as plans, drawings, technical documents, software, etc., that ABB makes available to the Supplier for the processing of the order, remain with ABB. The Supplier may use the documents and all information connected therewith only for the processing of the order. Without the prior written consent of ABB, the Supplier is not entitled to manufacture products for third parties based on such documents and information or to copy such documents and information, to reproduce or to make them wholly or partially available in any way to third parties unless and to the extent required for the processing of the order. ABB may not be named in publications in connection with the order without prior written consent.
19. The Supplier shall ensure that it receives in due time a copy of the Code of Conduct of ABB. The Supplier is aware that he may obtain ABB's Code of Conduct also via internet. The Supplier agrees to perform, and shall ensure that all of its agents, employees, directors and subcontractors perform, its contractual obligations under this agreement with substantially similar standards of ethical behavior.
20. ABB has established the following internet portal where the Supplier and its employees may report suspected violations of applicable laws, policies or standards of conduct: [www.abb.com/ethics](http://www.abb.com/ethics) (through "How to make a report").

## Data Protection

15. The Supplier shall ensure data protection by all suitable means and measures. The Supplier agrees that ABB may process personal data and may disclose them to third parties in Switzerland and abroad for the processing of the order and furtherance of business relations.

## Business Ethics

16. The Supplier hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.
17. Nothing in this agreement shall render ABB liable to reimburse the Supplier for any such consideration given or promised.
18. The Supplier's material violation of any of the obligations contained in this Section "Business Ethics" shall entitle ABB to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB under this agreement or applicable law. The Supplier shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above mentioned obligations and termination of this agreement.

## Place of Jurisdiction and Applicable Law

21. **The place of jurisdiction is Baden/ Switzerland. ABB is, however, also entitled to take legal action against the Supplier at the Supplier's domicile.**
22. Orders shall be governed by Swiss substantive law. The application of the United Nations Convention on Contracts for the International Sale of Goods, dated April 11, 1980, is excluded.