ABB, s.r.o., Dúbravská cesta 2, 841 04 Bratislava

GENERAL GOODS AND SERVICES PURCHASE TERMS AND CONDITIONS OF ABB, s.r.o. (hereinafter "ABB")

1.General

1.1 These General Purchasing Terms and Conditions (hereinafter GPTC) apply to all offers and orders regarding goods and services delivered to ABB by their vendors (hereinafter "the vendor") and all relating agreements, which ABB concludes with their vendors as the buyer or the customer (hereinafter "the agreement"). The term "services" refers to all activities of the vendor and any reference to the term "goods" automatically refers also to "services".

1.2 Hereby, the effect of vendor's sales terms and conditions is excluded.

1.3 Any provisions of the agreement deviating from these GPTC are void, unless expressly agreed by ABB in writing in the agreement concluded with the vendor.

2.Conclusion of the Agreement

2.1 All written sales offers made by the vendor to ABB are deemed to be irrevocable upon the date of delivery to ABB until their expiry. The vendor and ABB shall regard as valid only written orders delivered to the vendor by ABB on the basis of a previous offer by the vendor and in full accord with such offer.

3.Prices

3.1 The agreed price is exclusive of VAT and inclusive of all costs and fees associated with the purchase of goods by ABB from the vendor, as well as packaging and quality control costs, testing costs, etc. The agreed price is fixed for the entire duration of the agreement.

4.Deliveries

4.1 Deliveries of goods are performed in accordance with the INCOTERMS. If the INCOTERMS do not apply to a delivery, such delivery including unloading in accordance with these GPTC shall be made to the place of delivery specified by ABB.

4.2 The agreed delivery date constitutes a material term of the purchase agreement. Failure to deliver goods to ABB within the agreed delivery period is regarded as a material breach of the agreement by the vendor.

4.3 The vendor shall notify ABB at least 3 days prior to the delivery date of the exact time of delivery, as well as any risk that the delivery could be late.

4.4 Partial deliveries of goods to ABB or early deliveries of goods, i.e. deliveries earlier than 14 days prior to the agreed delivery date, are permitted only upon prior written consent of ABB; otherwise the vendor is not entitled to deliver the ordered goods early.

4.5 Deliveries of goods by the vendor to ABB are deemed to be duly completed only if all agreed goods or services are delivered to ABB in accordance with the agreement and to the place of delivery specified by ABB, unless stipulated otherwise in the agreement. The fact that a delivery of goods or services by the vendor to ABB has been duly completed shall be confirmed in writing in a handover protocol signed by ABB and the vendor. This protocol shall also constitute an integral part of an invoice issued by the vendor.

5.Modifications and Extra Work

5.1 The vendor is not entitled to make any modifications to the design and specification of goods, unless ABB approves such modifications in writing in advance, or requests such modifications in writing in advance.

5.2 Modifications and additions to agreed goods pursuant to art. 5.1 hereof performed by the vendor for ABB shall not result in any increase in the price of such goods, nor an extension of the agreed delivery period, unless expressly approved by ABB in writing in advance. An increase in the price of goods, due to a modification of such goods is permitted only if the vendor submits their written price increase proposal to ABB prior to performing the modification or addition to the agreed goods and five days upon the receipt of ABB's written request for such modification or addition at the latest

5.3 ABB is entitled to terminate the agreement if modifications or additions to the agreed goods requested by ABB are seen as unfeasible under conditions acceptable to ABB.

6.Agreement Transfer Restriction

6.1 The vendor is not entitled to transfer their rights and obligations under the agreement concluded with ABB, neither completely, nor partially, without prior written consent of ABB.

7.Inspection

7.1 ABB shall be entitled to inspect, examine and test the goods and services delivered at any time, i.e. even in the interim period, irrespective of the goods' location or services' place of delivery.

8.Transfer of risk and title

8.1 The risk of damage to goods belongs to the vendor until the moment of delivery completion pursuant to art. 4.5 hereof. Vendor's employees work on the account and at the risk of the vendor irrespective of their location, including ABB's premises.

8.2 In the event that ABB makes any payment prior to a delivery, title to such delivery or its part corresponding to the payment is transferred to ABB at the moment of payment by ABB to the vendor. The vendor is obliged to label such goods accordingly. The vendor is liable towards ABB for such goods as the storage provider.

9.Intellectual and Industrial Property Rights

9.1 The vendor declares that any delivery of goods (and their use) or services is not in violation of any intellectual and industrial property rights of third parties. The vendor shall compensate ABB for any third party claims with regard to such rights and shall cover all damages and expenses incurred by ABB in this respect.

9.2 Any drawings, illustrations, proposals, models, calculations, operation procedures, tools, etc. provided by ABB, or produced on the basis of ABB's order, or produced by the vendor or on behalf of the vendor in such respect, as well as any relating intellectual and industrial property rights belong exclusively to ABB, i.e. ABB shall be regarded as the author and producer, irrespective of the fact whether these products are invoiced to ABB separately.

10.Confidentiality

10.1 The vendor shall maintain the confidentiality of any information acquired in the course of business with ABB and in relation to the negotiation and performance of agreements concluded with ABB. The

vendor is not entitled to use or misuse such information to own benefit or to the benefit of third parties.

11.Public Order, Safety and the Environment

11.1 The vendor and their employees, including vendor's subcontractors are obliged to comply with all safety and environmental regulations in force in the Slovak Republic, as well as all rules, instructions and directives relating to the public order, safety and environment valid in the place of work.

12.Warranties and Liability

12.1 The vendor warrants that all goods and services delivered to ABB are first-class goods and services in terms of their design, construction, assembly, materials, composition and quality, they comply with drawings, other data and norms and specifications applied by ABB, they are fit for the intended purpose, they are safe to use and comply with all norms and regulations in force in the SR.

12.2 The vendor is liable for any costs and damage incurred by ABB as a consequence of vendor's breach of contractual duties, as well as all damage to ABB caused by the vendor, their employees and subcontractors. The vendor is liable towards ABB for all defects of goods delivered to ABB. In this respect, the vendor shall also compensate ABB for any consequential damage claimed by third parties from ABB.

12.3 The vendor is obliged to repair all defective goods or to supply replacement goods at own expense, irrespective of the origin of such defect and vendor's liability pursuant to the agreement.

12.4 ABB requires from the vendor a 24-month guarantee commencing on the date of handover of goods to ABB.

13.Suspension, Termination, Annulment

13.1 ABB is entitled to suspend the performance of their obligations under the agreement without prior notice of vendor's breach of duty, or to terminate the agreement, or to annul it completely or in part (hereinafter "termination") by a written termination notice, if: the vendor fails to fulfil their obligations towards ABB, or to fulfil their obligations in due and timely manner, or if the vendor declares bankruptcy, or vendor's assets (or their part) are confiscated, including the goods required for the fulfilment of the agreement, or if the vendor terminates their business, or is in liquidation. In such an event, the vendor is entitled to the price of goods and services already delivered to ABB. However, this applies only if such goods and services have been used by ABB and/or if ABB intends to keep such goods. The entitlement of ABB to compensation for damage is thereby not affected.

13.2 ABB is entitled to terminate the agreement completely or in part by means of a written termination notice, if an agreement with their customer, to whose exclusive or joint benefit the agreement with the vendor is concluded, is annulled, suspended or terminated by any of the parties completely or in part. In such an event, as well as in the event of termination pursuant to article 5.3 hereof, ABB shall be obliged to pay to the vendor only the proportion of price corresponding to the goods and services delivered by the vendor prior to the termination.

13.3 If the fulfilment of the agreement by ABB or the vendor is hindered by a force majeure event for a period exceeding thirteen days, either party is entitled to terminate the agreement by a written termination notice and only the proportion of price corresponding to the goods and services already delivered shall be payable.

13.4 The following circumstances excluding the liability of the obliged party, which are understood as hindrances emerging after the agreement conclusion independent from the obliged party's will and hindering the fulfilment of this party's obligations, are regarded as force majeure events: strike, epidemic, natural disaster, mobilisation, war, revolt, confiscation of goods, embargo, ban on currency transfers, faults and general lack of transport vehicles, general lack of input materials and raw materials, power supply regulation, for which the affected party is not liable. The party affected by force majeure is obliged to notify the other party without delay and take all available measures to limit the effects of potential failure to fulfil the agreement.

14.Business Ethics

The vendor undertakes not to provide, directly or indirectly, any payments, gifts or other benefits to their customers, officials, public or local administration employees, or any representatives, managers or employees of ABB, or any third party contrary to law. The abovementioned laws expressly include the US Foreign Corrupt Practices Act and the OECD Convention Combating Bribery of Foreign Officials adopted by OECD member states and signatories. The vendor also declares that they are not aware of any third party performing the activity under the previous sentence in relation to the agreement. Furthermore, the vendor undertakes to comply with all laws, regulations, directives, and similar rules regarding bribery and corruption. ABB is not bound by any provisions of the agreement to compensate for expenses associated with any benefits under the previous paragraph pledged or provided.

A breach by the vendor of any of the undertakings and declarations stipulated in the previous paragraphs of this article shall be regarded as a serious breach of agreement and ABB shall be entitled to terminate the agreement. The vendor undertakes to compensate ABB for any damage incurred by ABB as a consequence of vendor's breach of the above undertakings and the resulting termination of the agreement.

The vendor hereby confirms that they have received ABB's Ethical Code, or they have been informed that this Ethical Code can be found on ABB's website www.abb.sk . The vendor undertakes to fulfil the agreement in compliance with ABB's Ethical Code.

ABB has set up a "Partner Business Ethics Hot-Line", where the vendor and their employees may report any breach of law or ABB's Ethical Code, namely on +41 43 317 33 67, or electronically on the website www.abb.com/ethics.

15.Disputes and the Governing Law

15.1 All disputes between the parties shall be resolved exclusively by the relevant court in Bratislava, unless ABB chooses other authorised body (a court of arbitration) .

15.2 These terms and conditions are governed by the law of the Slovak Republic.

15.3 These General Goods and Services Purchase Terms and Conditions of ABB, s.r.o. become valid and effective on 01/01/2011.

In Bratislava, 01/11/2010/9.revision