



GENERAL DELIVERY TERMS AND CONDITIONS OF ABB, s.r.o. FOR THE PURCHASE AGREEMENT

1. Introduction

- 1.1. These General Delivery Terms and Conditions (hereinafter "GDTC") constitute an integral part of the price quotation of ABB, s.r.o. (hereinafter "quotation") and of the purchase agreement (hereinafter "agreement") concluded between the ABB, s.r.o. company (hereinafter "ABB") and their customer (hereinafter "the Customer").
- 1.2. Any deviations from these GDTC are permitted only if expressly stipulated in the agreement. In the event of contradictions, provisions of the agreement shall prevail.

2. Conclusion of the Agreement

- 2.1. Upon the receipt of a quotation request from the Customer, ABB submits a written quotation to the Customer as a base for agreement conclusion, unless the Customer requests the submission of an agreement proposal.
- 2.2. In the event that ABB specifies a quotation acceptance period in their written quotation and the Customer accepts the quotation within such period, ABB submits a binding agreement proposal to the Customer within 15 days upon the receipt of a written quotation acceptance from the Customer at the latest.
- 2.3. The agreement is deemed to be concluded as of the date of its signing by both parties, or as of the date of delivery of a written Customer order confirmation, in which ABB confirms without reservation the full order, which includes a comprehensive technical specification, and which ABB sends to the Customer within the period specified by the Customer in their order. If implied by the contents of the Customer order, or the common practice between ABB and the Customer, or business customs, ABB may express their acceptance of the Customer order by performing the ordered action (e.g. by shipping the ordered goods) without any special notice to the Customer. In such an event, the agreement is concluded at the moment when such action is performed, providing this happens prior to the order acceptance cut-off date. A receipt of an order containing any amendments, objections, limitations and other modifications is regarded as a rejection of the original quotation and thus a new proposal.

3. Drawings and Documentation

- 3.1. Weight and size data, performance parameters, prices and other information provided in ABB's catalogues and price lists are only guiding information and are not binding. Information expressly quoted in an offer or the agreement is binding.
- 3.2. Together with the agreed goods, ABB provides the Customer with documents required for the handover and use of the goods, or any other documents stipulated in the agreement.

4. Delivery Period

- 4.1. If the delivery period is specified in calendar days, weeks, months or years, such period commences upon the earliest of the following:
upon the agreement signing date or the date of delivery of the written Customer order confirmation under art. 2.3 hereof containing Customer's exact

specification of the ordered goods and all other business-delivery terms (i.e. delivery date and place, product price and other conditions), or the date of performance of the ordered action pursuant to art. 2.3 hereof.

upon the date of Customer's performance of all official formalities (e.g. export licence) required and obtaining of all approvals and guarantees required for the goods delivered.

upon the transfer of an advance payment stipulated in the written agreement from the Customer to ABB's bank account.

- 4.2. If a specific delivery date is stipulated in the agreement and the Customer is in default in the performance of their obligations under the agreement, the delivery period is extended by the number of working days of Customer's default.
 - 4.3. If any of the events under art. 12 hereof occurs, i.e. a force majeure event, or the delivery of goods by ABB is delayed due to actions or delay by the Customer, the delivery period is extended by the respective period.
 - 4.4. If ABB fails to deliver goods to the Customer within the agreed delivery period, or an additional delivery period, the Customer is entitled to claim contractual penalty from ABB. This entitlement does not arise in an event under art. 4.3 hereof, or if the Customer receives a substitute delivery of ordered goods from ABB, delivered on an agreed alternative delivery date. The maximum amount of contractual penalty is equal to 0.5% of the price of the delayed delivery part for every complete week and 5% of the price of the delayed delivery part at the most. In the event that ABB fails to deliver goods within an additional delivery period provided by the Customer for reasons, for which ABB is liable, the Customer is entitled to terminate the agreement.
 - 4.5. In the event that the Customer does not accept the agreed delivery of goods from ABB on the agreed delivery date, the Customer is still obliged to fulfill their payment obligation, as if the goods were duly delivered. ABB arranges for the storage of such delivery of goods not accepted by the Customer at the expense and risk of the Customer. Upon Customer's request, ABB is obliged to insure such delivery at the expense of the Customer.
- ### 5. Delivery Terms
- 5.1. A delivery of goods is deemed to be completed at the moment of handover in the place of delivery stipulated in the agreement. If the agreement specifies neither the place of delivery, nor the obligation of ABB to ship the ordered goods, the registered office or other offices of the unit responsible for the order is regarded as the place of delivery, otherwise ABB's head office is regarded as the place of delivery.
 - 5.2. The price of goods delivered is inclusive of transport packaging expenses.
 - 5.3. Prices stipulated in the agreement include all transport, conveyance, customs and insurance expenses associated with the shipment of the ordered goods, unless specified otherwise in the agreement.
 - 5.4. If the Customer does not accept any goods delivered on the agreed date, ABB shall charge the Customer

storage fee equal to the actual storage expenses incurred after the agreed handover date. If the storage period exceeds 20 working days, ABB is entitled to charge the storage fee continuously, always upon the end of every calendar month. If advance payment is stipulated in the agreement and goods cannot be shipped to the Customer due to their failure to meet this payment obligation, such circumstance is regarded as storage under the previous sentence, for which the Customer is liable, and ABB is entitled to charge the Customer the above storage fee. If this storage period exceeds 20 working days and ABB decide to charge the storage fee, the storage fee shall be invoiced at the end of the storage period, or at the end of a calendar year at the latest.

- 5.5 If the delay in acceptance of a delivery of goods is due to any of the events under art. 12 (Force Majeure) hereof and if ABB can store the delivery on their premises without any effect on their operations, the Customer will not be charged any storage fee.
- 5.6 If the Customer fails to fulfil their financial obligations relating to their previous valid business transactions with ABB, ABB is entitled to delay a delivery of goods ordered until the full settlement of such previous financial obligations towards ABB by the Customer, of which the Customer must be notified in writing in advance.

6. Invoicing and Payment Conditions

- 6.1 An invoice issued by ABB and delivered to the Customer constitutes the basis for payment. ABB undertakes to submit all invoices issued to the Customer as a set of one original and one copy.
- 6.2 Unless stipulated otherwise in the agreement, standard ABB invoicing and payment terms for the Customer are as follows:
ABB is entitled to issue to the Customer an advance payment invoice (as advance payment for goods delivered) for 30 % of the total price of goods (including VAT) within 7 calendar days upon the signing of the purchase agreement (order). Such advance payment invoice is due within 7 days upon its issue. On the basis of a received payment, ABB issues to the Customer an invoice for the payment received in compliance with the valid VAT Act. The date of crediting of funds to ABB's bank account is regarded as the date of payment receipt.
- 6.3 ABB is entitled to issue to the Customer an invoice (tax document) for the goods delivered (including VAT) upon the delivery (partial delivery) of the object of the purchase agreement, or a purchase order on the basis of delivery notes signed by the parties. Such invoice is due within 30 days upon its issue. The advance payment transferred to ABB's bank account shall be set off against the invoiced sum for the goods delivered. The Customer shall be liable to pay the difference between the advance payment received and the invoiced price.
- 6.4 Any payment made by the Customer must be labelled with the variable code provided in the relevant invoice from ABB. The date of credit of funds to ABB's bank account stated in an invoice is regarded as the date of payment.
- 6.5 In the event that the Customer is in default in payment, ABB is entitled to late payment interest equal to 0.05% of the amount due for every day of default until the payment is received.

7. Transfer of Risk and Title

- 7.1 Risk of damage to goods is transferred to the Customer upon the date of goods handover from ABB, or if the Customer fails to accept goods on the agreed date, risk is transferred on the date of transfer of the right of disposal from ABB.
- 7.2 If goods are handed over to the customer by a person other than ABB, risk is transferred to the Customer at the designated delivery time, providing

the Customer is granted the right of disposal and knows about the handover.

- 7.3 If ABB is obliged, in accordance with the agreement, to deliver goods to a place designated in the agreement, delivery conditions under INCOTERMS apply and risk is transferred to the Customer at the moment of handover of goods from the carrier to the Customer in the place designated, unless stipulated otherwise in the agreement.
- 7.4 Title to goods is transferred to the Customer at the moment of payment of the total purchase price. If partial purchase price payments are stipulated in the agreement, title to such sets of goods is transferred to the Customer upon the date of payment of the purchase price portions corresponding to these sets.

8. Goods Quality Guarantee

- 8.1 ABB provides 12-month guarantee for goods supplied to the Customer, which commences on the date of goods handover, unless stipulated otherwise in the agreement.
The Customer is obliged to notify ABB in writing of any defective goods identified without undue delay and to yield cooperation to ABB necessary for the rectification of such defects. The Customer is obliged to enclose the following documents and information to any written guarantee claims to ABB regarding the goods supplied, including any guarantee repair requests:
a copy of the delivery note, on the basis of which goods were delivered to the Customer,
a clear and exact description of the defect claimed.
In the event that the Customer fails to fulfil the above obligations towards ABB, in particular if the Customer fails to submit the required documents to ABB, the Customer has no entitlement to free rectification of the defect claimed.
- 8.2 ABB shall decide within 14 days upon the date and manner of settlement of Customer's guarantee claim regarding defective goods supplied by ABB. In the event of settlement of a claim by a delivery of replacement goods by ABB on the basis of Customer's written guarantee claim (i.e. in the event of exchange of defective goods for new goods), as well as in the event of repair of defective parts of goods, the same guarantee conditions apply as the conditions applying to the original goods. Guarantee period for replacement goods commences on the date of acceptance of such goods by the Customer and guarantee period for repaired goods continues on the date, on which the customer is obliged to accept the repaired goods.
- 8.3 ABB is not liable for any defects, to which quality guarantee applies, if such defects occur after the transfer of risk and are caused by external factors, rather than ABB, or persons authorised by ABB to fulfil ABB's obligations. ABB is not liable for defects known to the Customer at the time of conclusion of the agreement, or defects about which the Customer must have known, due to the conditions, under which the agreement was concluded, unless such defects relate to any characteristics of the goods guaranteed by the agreement. Goods quality guarantee does not apply to defects caused by unprofessional handling by the Customer, or a third party, or if the Customer fails to take the necessary measures to limit effects of a failure and does not facilitate the rectification of such failure by ABB.
- 8.4 On the basis of an accepted written Customer guarantee claim, ABB is obliged to rectify the defect claimed, so that the goods satisfy all the conditions agreed. Any defective parts removed become the property of ABB.
- 8.5 Goods quality guarantee does not apply to defects caused by the use of unsuitable materials, unfit construction, or incomplete structure, such as defects caused by normal wear and tear, improper maintenance, failure to follow the operating instructions,

chemical and electrolytic activity, and building and installation work of persons other than ABB.

- 8.6 Characteristics of goods guaranteed by ABB are specified in the technical specification. Goods quality guarantee provided by ABB is effective until the expiry of the guarantee period at the latest.

9. Liability for Damage and Compensation for Damage

- 9.1 Upon the delivery of goods to the Customer, ABB is not liable for any damage to the goods delivered due to Customer's negligence, improper storing of goods, improper connection of goods, internal factors (e.g. effects of excessive power), unprofessional installation, incorrect sequencing, or improper operation.
- 9.2 ABB undertakes to compensate the Customer for damage, which the Customer documents in writing and reports to ABB without undue delay after establishing such damage with the amount below. After a thorough analysis of potential effects of one or multiple cases of breach of ABB's obligations under the agreement, the parties agree that the total of compensation for damage payable by ABB to the Customer pursuant to art. 379 of the Commercial Code cannot exceed 10% of the price of goods delivered as of the date, when damage is incurred.
- 9.3 The Customer is not entitled to compensation for any damage other than damage incurred on the goods supplied, hence the Customer is not entitled to compensation for damage, such as suspended production, lost orders or lost profit. This limitation does not apply in the event of malicious intent or serious negligence by ABB.

10. Other Provisions

- 10.1 All provisions of the agreement must be regarded as separate and severable provisions and the invalidity or unenforceability of any of these provisions does not render the other provisions of the agreement invalid or unenforceable. In the event that any provision of the agreement is declared invalid or unenforceable by the court, the Customer and ABB shall comply with and fulfil the other provisions declared valid and enforceable by the court. In the event that ABB and the Customer identify any provision of the agreement as invalid or unenforceable, the parties shall replace such provision by a new valid provision in accord with law and with the closest possible economic effect to the intended effect of the replaced provision.

11. Further Liability Exclusion

- 11.1. Any compensation for damage, discounts, termination and annulment of the agreement not expressly stipulated herein and in the agreement is excluded.

12. Force Majeure

- 12.1 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.

13. Agreement Termination

- 13.1 The Customer is entitled to terminate the agreement in writing upon paying the contractual penalty amounting to 12% of the agreed price of goods and all documented expenses incurred by ABB in relation to the fulfilment of the agreement until the moment of termination (i.e. ABB's expenses for any work in progress for deliveries of goods) to ABB's bank

account. In such an event, the agreement is terminated at the moment of payment of the above contractual penalty and all ABB's expenses for any work in progress.

- 13.2 In the event that advance payment has been provided by the Customer, such advance payment shall be set off against the contractual penalty under article 13.1 hereof.

14. Special Provisions

- 14.1 In the event of any change in customs tariffs, or in the event of introduction of any new import levies by the authorities of the SR, ABB is entitled to adjust the agreed price of goods accordingly.

15. Governing Law

- 15.1 Any disputes arising in relation to the agreement shall be governed by the law of the Slovak Republic.

16. Business Ethics

The Customer 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 Customer 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 Customer 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 Customer 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 Customer undertakes to compensate ABB for any damage incurred by ABB as a consequence of Customer's breach of the above undertakings and the resulting termination of the agreement.

The Customer 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 Customer undertakes to fulfil the agreement in compliance with ABB's Ethical Code.

ABB has set up a "Partner Business Ethics Hot-Line", where the Customer 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.

17. Final Provisions

- 17.1 Unless stipulated otherwise in the agreement or herein, all relations arising from the agreement are governed by the relevant provisions of the version of the Commercial Code no. 513/1991 Coll. valid as of the date of signing of the agreement.
- 17.2 These General Delivery Terms and Conditions of ABB, s.r.o. for the Purchase Agreement become valid and effective on 01/01/2011.

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