

- 1 DEFINITIONS**
- 1.1 "Company" means ABB Limited, the company issuing the Purchase Order.
- 1.2 "Goods" means equipment, materials, products, services, documentation, and/or other items to be supplied to Company by Vendor in accordance with the Purchase Order.
- 1.3 "Price" means the amount to be paid to Vendor for the Goods in accordance with the Purchase Order and change orders made in accordance with Article 9.
- 1.4 "Purchase Order" means the purchase order authorized by the Company and/or the contract concluded between Company and Vendor, for the supply of the Goods, inclusive of all attached documents, which shall include these General Conditions of Purchase.
- 1.5 "Vendor" means the person, firm or company to whom the Purchase Order is issued.
- 2 ORDER CONFIRMATION**
- 2.1 Purchase Order shall immediately, or at the latest within 7 days of receipt thereof, be confirmed by Vendor by returning it accepted and signed. If Vendor fails to return the order confirmation within such 7 days, Purchase Order shall be deemed to have been accepted without comments. Company is entitled to cancel the Purchase Order if the order confirmation is not in accordance with the Purchase Order or is not received within 7 days.
- 2.2 The order confirmation shall always state the Price, and the time and place of delivery.
- 3 DELIVERY**
- 3.1 Time is of the essence of the Purchase Order. The Goods shall be delivered, properly packed and marked, at the agreed place and time of delivery. Unless otherwise expressly stated in the Purchase Order, delivery shall take place in accordance with the provisions of the latest edition of Incoterms.
- 3.2 If Vendor has reason to assume that any part of the delivery may be delayed, he shall notify Company promptly thereof and inform about the cause of the delay, the estimated effect on the agreed time of delivery and proposed remedial actions to avoid or reduce the delay. If Vendor's remedial actions to avoid or reduce the delay is deemed to be inadequate, Company may demand Vendor to effect measures considered necessary. The costs of such measures shall be borne by Vendor. If the delay is caused by circumstances for which Company is responsible, Company may only demand that such measures are put into effect in accordance with the provisions given in Article 9.
- 4 MARKING**
- Vendor shall mark the Goods in conformity with the applicable EU directives and any national rules relating to marking. If CE marking is required, Vendor shall attach a manufacturer's declaration of conformity or a certificate of conformity.
- 5 QUALITY ASSURANCE AND ENVIRONMENTAL MANAGEMENT**
- 5.1 A quality assurance system according to the ISO 9000 series or a corresponding system shall have been established by Vendor.
- 5.2 Company has signed the ICC charter on sustainable development and has established an environmental management system according to ISO 14001. This also makes demands on Vendor for a continuous improvement of the environment. Vendor is expected, should he fail to have a corresponding system, to show a conscious attitude to environmental management by complying with requirements for the environment and arranging for continuous improvements in his operations. Vendor shall, in the same way as Company, ensure compliance with recommendations from interested parties.
- 5.3 Company reserves the right to approve and carry out audits of the quality assurance and environmental management system of Vendor or any of his sub-contractors. Vendor shall provide any necessary assistance in this respect.
- 6 TRANSFER OF RISK AND TITLE**
- 6.1 Unless otherwise agreed, Vendor shall mark and keep the Goods, as well as materials and equipment belonging to Company stored at the place of production, separate from items belonging to Vendor or a third party.
- 6.2 The risk of the Goods shall be transferred from the Vendor to the Company, in accordance with the provisions of the latest edition of Incoterms.  
The Goods shall become the property of Company at the first occurring of the following: gradually as parts of the Goods are identified, marked or separated, or when Company has paid for the Goods. However, this transfer of title shall not be construed as an acceptance of the Goods. The Vendor shall continue to be fully responsible for the quality and performance thereof.
- 6.3 Vendor is not entitled to retain the whole or part of the Goods as security for claims on Company, notwithstanding any dispute in respect of Vendor's compensation.
- 7 PAYMENT AND AUDIT**
- 7.1 Unless otherwise agreed, payment shall be made 60 days from receipt of a correct invoice. Company is entitled to withhold disputed parts of the invoice.  
As condition precedent for Company to make payment to the Vendor, Vendor's invoice shall, as a minimum, contain the following:
- Invoice date
  - Payment date
  - Invoice number
  - Invoice reference which identifies Company's Purchase Order number and the name of a reference person (first and last name) of Company
  - Legal name and address of Company
  - Invoice address: correct invoice address for Company
  - Shipping address: address to which the Goods are sent
  - Postal address: address to which information such as order confirmation is sent
  - Legal name and address of the Vendor
  - Payment terms
  - Currency
  - Total amount invoiced
  - Tax or VAT amount
  - Organization number
  - Tax or VAT number for both Vendor and Company
  - Specification of Goods supplied
- 7.2 Company or his representative shall be entitled to audit all documentation concerning reimbursable work. This right lies with Company for the duration of the Purchase Order and for up to 2 years following expiration or prior termination of the Purchase Order.
- 8 INSPECTION**
- 8.1 Vendor shall search for errors or defects in Company's documentation and deliveries and shall notify Company without undue delay if errors or defects are identified.
- 8.2 Company and any person authorised by him shall be entitled to perform inspections and tests at Vendor's and any sub-contractor's premises as he deems necessary to ensure that the Goods are delivered in accordance with the Purchase Order. Vendor shall provide any assistance necessary in this respect. Likewise, Company may request the submission of test records, material certificates, calculations etc.
- 8.3 The inspections and tests mentioned above shall not relieve Vendor from any of his obligations under the Purchase Order. This also applies if Vendor sends technical documentation or other documents to Company for inspection and possible approval.
- 9 CHANGE ORDERS**
- 9.1 Company is entitled to make any variations to the Goods, or part thereof. Such variations may include increase or reduction of scope of supply, character, quality, nature or design as well as change of delivery time, provided that the variation is feasible. The variation will be formalised by Company's issuance of a written change order.
- 9.2 Prior to issuance of a change order, Vendor shall, within 10 days after receipt of an inquiry from Company, prepare and send to Company an estimate describing the variation work, and inform about possible effects on price and/or delivery time. If Vendor does not prepare an estimate as prescribed, Vendor has thereby confirmed that the variation does not increase the price or the delivery time.
- 9.3 Unless otherwise stated in the Purchase Order, the effect of the change order shall be agreed in writing between the Parties. The price shall reflect the price level of the original order. Upon such an agreement, formal written change order shall be issued by the Company.
- 9.4 Unless otherwise requested by the Company, the change order shall be implemented without undue delay, irrespective of whether or not the Parties have agreed regarding the effect of the variation on the Purchase Order. Variations to the Purchase Order without formal change order issued by the Company will not be recognised by the Company for whatsoever reason.
- 10 CANCELLATION**
- Company may at any time cancel the Purchase Order by notification to Vendor. In such a case, Company shall pay the amount due and not previously paid to Vendor for the part of the work actually and completely performed on the Goods prior to the effective date of cancellation as well as necessary and reasonable direct cost incurred by Vendor as a result of the cancellation, which must be evidenced by relevant supporting documents and approved by Company.
- 11 WARRANTY LIABILITY**
- 11.1 Vendor warrants that the Goods complies with current technical standards and is in conformity with drawings and specifications, and that any design performed by Vendor is fit for the intended purpose of the Goods. Vendor warrants that materials and equipment used are new.
- 11.2 Unless otherwise agreed, the warranty period expires 24 months after the Goods have been taken into use for its intended purpose or after Company's acceptance thereof, whichever is the earlier.

- 11.3 If Vendor has performed rectification work during the warranty period, a new 24 months' period shall apply for the rectified parts of the Goods from the date of completion of the rectification work.
- 12 DEFECTS AND DELAYS**
- 12.1 Should the Goods have any defects, Vendor shall immediately or later if Company has reasonable cause to so require, carry out the necessary repairs at no cost for Company. If Vendor is not able to remedy a defect within a reasonable time after such notice, or earlier, if so doubtlessly required by the circumstances, Company may, himself or by others, upon giving Vendor 7 days prior notice, carry out the necessary repairs for account and risk of Vendor. In addition, Company may claim compensation according to applicable law.
- 12.2 If the Goods are delayed, Company is, unless otherwise agreed, entitled to claim liquidated damages of 0.3 per cent of the Price for each calendar day of delay.
- 13 TERMINATION**
- 13.1 Company is entitled to terminate the Purchase Order with immediate effect if Vendor becomes insolvent, is in substantial breach of the Purchase Order, or is manifestly unable to deliver at the agreed time of delivery. In case of termination of the Purchase Order, Company is entitled to compensation according to applicable law.
- 13.2 If the Purchase Order is terminated, Company is entitled to replace Vendor in sub-contractor agreements, and to take over from Vendor documentation, rights, equipment, material and any other items as are necessary for the completion of the Goods, by himself or by third parties.
- 14 FORCE MAJEURE**
- 14.1 Should events occur which are beyond reasonable control and without the fault or negligence of the affected Party, which by the exercise of reasonable diligence the said party is unable to prevent or provide against, and which prevent him from fulfilling his contractual obligations ("Force Majeure"), such events shall relieve him of duty to fulfil his contractual obligations for the time these events occur.
- 14.2 A Party wishing to invoke Force Majeure must notify the other Party immediately thereof.
- 14.3 Either party has the right to terminate the Purchase Order if the Force Majeure situation lasts for more than 90 days. In such case, Company may require the Goods to be delivered in its existing condition at the time of termination against payment of a proportionate share of the Price.
- 14.4 The Parties shall cover their own costs resulting from the Force Majeure situation.
- 15 INSURANCE**
- Vendor shall provide and maintain insurance policies in accordance with the applicable Incoterms, insurance to cover the liability possibly incurred as a result of the Purchase Order, and any other insurance agreed between the Parties or required by law. If requested, Vendor shall submit insurance certificates to Company. Company shall be covered by the insurance as co-insured, and Vendor's insurance company shall waive his right of subrogation against Company.
- 16 SECRECY**
- 16.1 Each Party shall keep secret all information received from the other Party in connection with this Purchase Order. Company shall, nevertheless, be entitled to transfer such information to a third party to the extent necessary in connection with the production, use and inspection of the Goods.
- 16.2 Vendor shall not publish information regarding the Purchase Order without the Company's prior written approval. Such approval shall not be unreasonably withheld. On Company's request, Vendor shall return all drawings, calculations and other documentation to Company.
- 17 OWNERSHIP OF DOCUMENTATION AND COMPUTER PROGRAMS, INDUSTRIAL PROPERTY RIGHTS**
- 17.1 Documentation and computer programs placed at Vendor's disposal by Company or which have been developed mainly on the basis of such information, is the property of Company and shall not be used for other purposes than to execute the Purchase Order. On Company's request, Vendor shall return such documentation and computer programs to Company.
- 17.2 Any inventions made by Vendor during the execution of the Purchase Order shall be the property of Vendor. Company shall, nevertheless, have the proprietary right to inventions which mainly are based on technical information received by Vendor from Company. Vendor shall notify Company of any such invention, and give Company the assistance necessary for Company to patent the invention. Company shall pay to Vendor all reasonable expenses incurred by Vendor in connection with such patenting.
- 17.3 Vendor shall give Company an irrevocable, royalty free, non-exclusive right to use all inventions which Vendor becomes in control of to the extent necessary for the production, operation, maintenance or repair of the Goods.
- 17.4 It is Vendor's duty to ensure that there is no conflict between the Goods or its application and the rights of any third party, and shall indemnify Company for any claims resulting from the infringement of any rights of a third party.
- 18 EXPORT CONTROLS**
- 18.1 Vendor shall comply with any export/re-export regulations in force in Vendor's country or the country of origin.
- 18.2 Vendor shall notify Company if the Goods are subject to export restrictions and, at the request of Company, give a written statement as to which export restrictions apply and whether a (re-)export licence is required for the country of destination in question.
- 18.3 Vendor shall indemnify Company for any breach of export controls regulations in Vendor's country or the country of origin caused by Vendor's circumstances or by insufficient information from Vendor.
- 19 HEALTH, SAFETY AND ENVIRONMENT**
- Vendor shall hold all necessary permits and comply with all requirements from public authorities for the preservation of the environment at all stages of production up to delivery of the Goods.
- 20 ASSIGNMENTS AND SUB-CONTRACTS**
- 20.1 Vendor may not assign the Purchase Order or any part thereof, or conclude any sub-contracts without the prior written consent of Company. The use of hired manpower, and minor purchases do not require Company's consent.
- 20.2 Company may assign, wholly or in part, his rights and obligations under this Purchase Order to a third party.
- 21 APPLICABLE LAW AND DISPUTE RESOLUTION**
- 21.1 This Purchase Order shall be governed by and interpreted in accordance with Thai law. The Parties expressly waive the application of the United Nations Convention on Contracts for International Sale of Goods.
- 21.2 The Parties accept Bangkok, Thailand as their legal venue.
- 22 PO DOCUMENT**
- Subject to the order of precedence set forth in the Purchase Order, all documents, including Purchase Order itself, Company's requisition and its attachments, and these General Conditions of Purchase, forming the Purchase Order are intended to be correlative, complementary, and mutually explanatory.
- 23 BRIBERY AND CORRUPTION**
- 23.1 Vendor hereby warrants that he will not, directly or indirectly, and he has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to his customers, to government officials or to agents, directors and employees of Company or any other party in a manner contrary to applicable laws (including but not limited to the U.S. Foreign Corrupt Practices Act and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.
- 23.2 Nothing in this Purchase Order shall render Company liable to reimburse Vendor for any such consideration given or promised.
- 23.3 Vendor's material violation of any of the obligations contained in Article 23.1 above may be considered by Company to be a material breach of the Purchase Order and shall entitle Company to terminate the Purchase Order with immediate effect and without prejudice to any further right or remedies on the part of Company under this Purchase Order or applicable law. Vendor shall indemnify Company for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above mentioned obligations and termination of this Purchase Order.
- 23.4 Vendor herewith acknowledges and confirms that he has received a copy of Company's Code of Conduct and if not received, the same can be accessed online ([www.abb.com/ethics](http://www.abb.com/ethics), click on "Compliance Training"). Vendor agrees to perform his contractual obligations under this Purchase Order with substantially similar standards of ethical behavior.
- 23.5 Company has established the following reporting channels where Vendor and his employees may report suspected violations of applicable laws, policies or standards of conduct:
- Web portal: [www.abb.com/ethics](http://www.abb.com/ethics)  
Telephone: number specified on the above Web portal  
Mail: address specified on the above Web portal