

1. DEFINITIONS

"Seller" means ABB Power Protection SA, CH-Quartino and ABB.

"Buyer" means the person, firm or company who buys or agrees to buy the goods from the Seller.

"Conditions" means the terms and conditions of sale set out in this document and any other special terms and conditions agreed in writing by the Seller.

"Delivery Date" means the date specified by the Seller when goods will be ready for delivery FCA premises of ABB Power Protection SA as per INCOTERMS 2010, non-containerized.

"Goods" means the articles, which the Buyer agrees to buy from the Seller.

"Price" means the price for the goods packed in standard packing suitable for freight via air and/or surface (road or train) based on delivery term FCA Seller's premises. For sea freight shipments, sea freight packaging must be purchased by the Buyer, and in case of containerization (incl. FCL) arrangement for availability of containers, stowing, securing, and sealing must be organized by the Buyer at his own cost and risk.

2. GENERAL

Except as otherwise accepted and confirmed by the Seller in his order confirmation, these Terms and Conditions of Sale and any attached exhibits shall constitute the entire understanding and agreement between the parties relating to the products to be purchased hereunder and shall supersede any communication representation or agreement previously made by either party whether orally or in writing. The Buyer's different or additional terms and conditions shall not apply. Acceptance of deliveries hereunder by the Buyer, his agent or employee shall constitute acceptance by the Buyer of these Terms and Conditions of Sale. These terms and conditions may not be varied other than in writing by an authorized representative of each party.

3. PRICE AND TERM OF VALIDITY

All quotations are valid for thirty (30) days from the date of the quotation unless otherwise agreed in writing by the Seller. All prices quoted are valid for the delivery period indicated in our quotation or order confirmation. Unless otherwise agreed in writing by the Seller all prices quoted are net, Seller's premises, exclusive of VAT and any other taxes. The Seller reserves the right, by giving notice to Buyer at any time before delivery, to increase the price of the goods due to any factor beyond the control of Seller (such as foreign exchange fluctuations, or currency regulation, materials or other costs of manufacture), or due to delays caused by an instruction of Buyer or failure of Buyer to give Seller adequate information or instructions.

4. PAYMENT

Unless otherwise agreed in writing by the Seller, Buyer shall pay all goods by means of confirmed and irrevocable Letter of Credit or by prepayment. The Seller shall have the right at his sole discretion to change the payment terms provided herein at any time. Provided Buyer is subject to pre-payment and provided Seller have agreed to manufacture the good prior to receipt of pre-payment, in full or in part, Seller will send to Buyer an Order Confirmation with delivery date which will be considered accepted by Buyer if no indication is sent to Seller within 5 days after receipt of the Order Confirmation. Seller shall be entitled to interest on any overdue amount at the rate of 0.5% per week or part thereof, calculated from the date due, and to recover its expenses including legal fees and costs of collection from Buyer.

If the pre-payment is not received by the Seller prior to delivery date, Seller is entitled to the same rights and recovery of expenses as above including storage fees due to delayed delivery.

Should any sum due to the Seller remain unpaid after ten (10) days from the date of written notice to the Buyer, the Seller shall not be obliged to continue performance under any agreement with the Buyer and shall be entitled to suspend delivery.

5. PROMPT PAYMENT DISCOUNTS

Should a discount for payment within a certain number of days have been agreed in writing by the Seller, such period of days shall commence upon the invoice date. The said discount shall only apply if there are no other payments overdue from Buyer to Seller.

6. DELIVERY OF GOODS

Deliveries of any goods purchased shall be subject to availability. Seller shall make all reasonable efforts to meet any delivery date(s) quoted or acknowledged but shall not be liable for failure to meet such date(s).

7. DELAYS IN PERFORMANCE

Seller shall not be liable for delays in performance or non-performance due to circumstances beyond its control. In the event of such circumstances continuing for more than three (3) months, either party may terminate the contract with regard to products not yet delivered.

8. RISK OF LOSS

Risk of loss of or damage to the Goods shall pass from the Seller upon delivery FCA Seller's premises of goods to the Buyer or his shipping agent. Goods shall be deemed to have been delivered to Buyer complete and undamaged unless claim is received in writing from Buyer within 7 days after delivery date. If within 5 days from receipt of Seller's notification of readiness for delivery Goods cannot be delivered for reasons not attributable to Seller, Goods shall be deemed delivered and will be stored by Seller at Buyer's cost and risk.

9. PROPERTY AND RISK

Notwithstanding that the risk in the goods shall pass to the Buyer on delivery in accordance with Clause 7 above, property in the goods shall pass only on the terms of this clause.

- The goods shall remain the property of the Seller until all outstanding amounts due to the Seller from the Buyer have been paid in full and until such payment the Buyer shall hold the goods in a fiduciary capacity on behalf of the Seller.
- Until the goods are paid for in full the Buyer shall ensure that the goods are stored separately and in such a way as to be readily identifiable as the property of the Seller.
- Should the products or any part of them be sold before the property in them has passed from the Seller the proceeds of such sale shall be placed in an account of the Buyer in such a way as to be readily recognizable as such.
- In the event of non-payment by the Buyer by the due date the Seller shall have the right in addition to all other rights and remedies to enter upon any land or premises where the goods are held.

10. CHANGES AND CANCELLATIONS

If no indication is sent to Seller within 5 days after receipt of Seller's Order Confirmation, delivery date and scope of supply are considered as accepted by Buyer. After this date, if Buyer requests order change or cancellation, Buyer is subject to administration fee up to CHF 800.00 per Order Confirmation.

Additionally if order change or cancellation is requested within the 15 days period before delivery date as per Order Confirmation of the Seller, Buyer is subject to fees up to 10% of the changed scope or the cancelled order, or the equivalent of a minimum of CHF 800.00, whichever is higher. If, either at Buyer's convenience or for Buyer's default, a Purchase Order for special goods or services, which are not included in Seller's current price list, is cancelled, Buyer shall be liable for all cost incurred by Seller up to 100% of the value of the changed or cancelled scope.

11. DELIVERY POSTPONEMENT, LATE PICK-UP

If no indication is sent to Seller within 5 days after receipt of Seller's Order Confirmation, delivery date is considered as accepted by Buyer.

- Buyer is entitled to postpone once the delivery date. If postponement is requested before 10 working days prior to delivery date as per Seller's Order Confirmation, Buyer is subject to fees up to 800.00 per Order Confirmation.

If postponement is requested within 10 working days prior to delivery date as per Seller's Order Confirmation, Seller is entitled to complete production as per original date of Order Confirmation and charge Buyer an administration fee up to CHF 800.00 per Order Confirmation and up to 0.5% of Order Confirmation value per week for handling and storage of the goods.

- If, without prior postponement notice, Buyer fails to pick up the good at original delivery date as per Order Confirmation or at rescheduled date as per 11.a), Seller is entitled charge Buyer an administration fee up to CHF 800.00 per

Order Confirmation and up to 0.5% of Order Confirmation value per week for handling and storage of the goods.

12. ACCEPTANCE OF PRODUCTS

The Buyer shall be deemed to have accepted the goods unless Buyer demonstrates within fourteen (14) days of delivery that the goods do not perform to the Seller's specification. If installation is scheduled or delayed by Buyer more than thirty (30) days after delivery Buyer shall be deemed to have accepted the goods on the Thirty-first (31st) day from the date of delivery and payment shall become due immediately.

13. INSOLVENCY

In the event of Buyer suffering bankruptcy, insolvency or the appointment of an administrator, receiver or assignee for the benefit of creditors or winding-up proceedings, Seller shall have the right to terminate all agreements and in any such event and in the event that payment is in arrears in whole or in part, Buyer's right to possession of the Goods not then paid for in full shall cease and Seller may recover or resell any of such Goods. Buyer expressly agrees that Seller may for the purposes of recovery of such Goods enter onto the Buyer's premises unhindered for the purposes of recovering the said Goods.

13. SET-OFFS AND COUNTERCLAIMS

The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

14. WARRANTY

Seller warrants it's Goods against defects in materials, workmanship and design. If Seller receives notice of such defects during the specified warranty period for the goods Seller shall replace the defective parts of the Goods free of charge FCA Seller's premises, provided that the defect has not occurred subject to limitations listed under (a) hereunder.. Warranty repair (labor and traveling and accommodation cost to the site) will be performed by the Buyer. Buyer shall be responsible for the cost of transportation and insurance of the replaced material or goods to the Seller's premises.

a. Limitation of Warranty

- The foregoing does not apply to defects resulting from
- Improper or inadequate maintenance of the goods by the Buyer
- Unauthorized modification or misuse
- Operation outside of environmental specification for the goods.
- Inadequate or incorrect maintenance of the site.
- Incorrect installation.

b. Commencement and Duration of Warranty Period

- Unless otherwise agreed in writing by the Seller, the warranty period for all goods is **24** (twenty four) months from date of notification of readiness for shipment.

c. Seller's Liability

- If the goods are not in accordance with the Buyer's purchase order for any reason the Buyer's sole remedy shall be limited to the Seller making good any shortage by replacing such goods or if the Seller shall elect by refunding a proportionate part of the price.
- Seller's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods.
- For more details, please refer to ABB Power Protection's **WARRANTY POLICIES (a) Warranty Policy_2018_11-phase products_31-11 T 11 RT - 11 RT G2 - 11 T G, and (b) Warranty Policy_2018_10_01_3-phase products.**

15. INSTALLATION

Installation of all goods must be carried out in accordance with the Seller's specified procedures.

16. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Contract, the General Conditions, the order or otherwise the Seller's total liability in respect of any and all claims for damages or losses which may arise in connection with his performance or non-performance under the contract shall in no event exceed 100% of the total purchase price. In no event shall the Supplier be liable for loss of production, loss of profit,

loss of use, loss of contracts or for any consequential or indirect loss whatsoever.

Notwithstanding anything contained or implied in the Contract to the contrary the rights and remedies expressly conferred upon the Buyer in this Contract are exclusive an lieu of any remedies, rights and claims which Buyer may have under applicable law.

17. TECHNICAL CHANGES

Seller shall have the right to make technical, design or specification changes to the goods mentioned herein at any time, providing that the changes made shall not adversely affect the performance of the goods. If the Purchaser proposes technical modifications to the Seller scope of supply, as indicated in its Offer or in the designs submitted, in such that a way that the same have mandatory application, there must be full written agreement between the Parties both on the variations or modification that may cause in the Prices, and on the delivery date established previously. The presentation of proposed modifications does not suspend the validity of the Contract.

18. FORCE MAJEURE

Seller shall not be considered liable for non-performance of any contractual obligation or for any delay in performance caused by: earthquake, fire, floods, pandemic, invasion, insurrection, revolt, orders from the civil or military authorities, mobilisation, blockade, war (even in nations indirectly involved in the Supply), strikes, trade union agitation, occupation of factories, lock-out, embargo, interruption of all types of goods transport, and any case beyond the control of Seller, also where not specifically listed here. The delivery terms are suspended throughout the period of time during which one of the causes indicated hereinabove delays execution of the Contract.

19. EXPORT CONTROL

The Purchaser shall comply with all legislation applicable to the export of products and technologies.

In no case shall Purchaser sell or consign to Seller goods in those nations where Seller prohibits sales and/or delivery, as indicated in the Offer or in the Order Confirmation.

Seller reserves the right to withdraw from Offers and/or from existing Orders and/or terminate the relevant Contracts:

if Seller does not receive the end use declaration with the Order or before the same; or

if Seller does not receive a declaration of non-nuclear or military end use; or

if the end use is uncertain.

The supply of imported goods and/or goods for export, in the case of a non-Italian Customer, is possible only after obtaining the necessary authorisation from the competent government authorities.

20. INTELLECTUAL PROPERTY RIGHTS

The Parties do not grant each other the right to exploit their brands, commercial names or other denominations (or those of their respective Company Groups) in any type of publication, including advertising, without the prior written consent of the other proprietor Party.

Each Party grants the other only the licenses and rights expressly specified in the Order Confirmation.

All data, information, documents, as well as the intellectual property rights whether registered or not (hereinafter collectively indicated as the "Documentation"), in whatever form transmitted, remain the sole and exclusive property of ABB and are supplied to the Customer only for the performance of the Contract.

The Purchaser shall not use the Documentation received for reasons other than those foreseen under the Contract; the Purchaser shall not communicate to third parties, reproduce or license the Documentation received without the explicit prior written authorisation of the Seller.

Purchaser shall return the Documentation received to the Seller along with all copies (if any) upon simple request from the Seller whenever the said Documentation is no longer necessary for the performance of the Contract and/or of for the use of the Supply, except as otherwise agreed by the Parties.

If the Purchaser intends to use the Documentation provided and the relevant Supply to incorporate the same in other goods/documents, the Customer shall be responsible to ensure that in the use to be made thereof, the industrial property rights of third parties are not breached and exclusively assumes full liability for the consequences

deriving from any possible violations, keeping Seller fully indemnified from/for of all kind of liability.

In any case, if the Contract is executed by Seller on the basis of the Customer's specific technical documentation, Seller assumes no liability for any eventual violation of the industrial property rights of third parties and the Purchaser shall keep Seller fully indemnified from/for of all kind of liability.

21. TERMINATION

Seller may terminate the Contract upon the occurrence of any of the following events:

- non-payment by the Purchaser by the terms agreed in the Price and/or the relative variations of the same foreseen at Article 4 of these Conditions;

- non-compliance with Article 22 entitled "Business Ethics";

- non-compliance with any mandatory Law;

- failure to respect the limitations and obligations envisaged at Article 19 entitled "Export Control";

- non-compliance with the provisions of Article 20 "Intellectual Property Rights".

Seller shall notify Purchaser of its intention to terminate the Contract with formal notification by registered mail. The termination of the contract will be effective from the date of receipt by the Customer of such a letter.

22. ABB BUSINESS ETHICS

ABB adopts an ethical code called "ABB Code of Conduct" which is available in the web site www.abb.com. Therefore, Contractors, Clients, Suppliers, Consultants doing business with ABB are bound to look over it and to uphold and respect the highest ethical standards. Any violation of our policies will be considered a serious breach of contract/agreement and could result in appropriate actions including contract termination for default.

23. MISCELLANEOUS

a. Neither party may assign or transfer any of the rights duties or obligations under this agreement without the written consent of the other. Any purported assignment shall be null and void.

b. Seller's failure to exercise any of its rights hereunder shall not constitute nor be deemed a waiver of such rights.

c. This Agreement shall be in all respects governed by and construed in accordance with the laws of Switzerland, under exclusion of the United Nations Convention on the International Sale of Goods. Exclusive place of Jurisdiction shall be Lugano, Switzerland.