

ABB E-MOBILITY INC. CANADA GENERAL TERMS AND CONDITIONS

FOR PURCHASE OF GOODS AND/OR SERVICES (2023-01 01-03-2023 CANADA)

CLAUSE TITE AND NUMBER

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1. ACCEPTANCE AND TERMS OF CONTRACT

(A) Supplier's acknowledgment, commencement of performance or acceptance of payment will constitute Supplier's acceptance of this Contract.

(B) Unless expressly accepted in writing by ABB, additional or differing terms or conditions proposed by Supplier or included in Supplier's quotation, acknowledgment or similar document are hereby objected to by ABB and have no effect.

(C) The Parties contemplate that ABB may procure Work hereunder on behalf of and for delivery to an ABB Affiliate.

(D) This Contract constitutes the entire agreement between the Parties concerning the subject matter hereof, and integrates, merges and supersedes any prior offers, negotiations and agreements. All amendments to this Contract must be identified as such in writing and signed by the Parties.

(E) The headings used in this Contract are provided solely for the convenience of the Parties and will not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. APPLICABLE LAW

(A) This Contract and any matter arising out of or relating to this Contract will be governed by and construed in accordance with the laws of the Province of Quebec, without regard to its conflict of laws provisions. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" will not apply to this Contract.

(B) Supplier, in the performance of this Contract, will comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances of Quebec. Supplier will procure all licenses and permits, pay all related required governmental fees and charges, and will comply with all applicable guidelines and directives of any local, state and/or federal governmental authority.

(C) Supplier, at its expense, will provide reasonable cooperation to ABB in conducting any investigation regarding the nature and extent of any failure by Supplier, its employees or subcontractors to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of Supplier's obligations under this Contract.

(D)(1) Supplier represents and warrants that the Work and all chemical substances contained in or comprising the Work (hereafter "Substances") are supplied in full compliance with all applicable chemical, mineral, and material control laws, regulations, and policies, including, but not limited to, current European Union (EU) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), European Union (EU) Restriction of Hazardous Substances (RoHS), U.S. Toxic Substances Control Act ("TSCA"), and U.S. California Proposition 65 and others (hereafter "Material Control Laws") and that no current requirement prohibits or restricts the sale or transport of the Work or its Substances within Canada, the United States or European Economic Area, and that the Work and its Substances have been pre-registered, registered, reported, approved and/or authorized as and to the extent required under such Material Control Laws.

(2) No later than ten (10) business days after acceptance of this

Contract, Supplier will either i) provide full materials declarations (FMDs) disclosing the chemical and mineral composition and breakdown of all articles, products, components, subcomponents, materials, and any other commodities delivered under this Contract to the homogeneous level or ii) submit to ABB, for ABB's approval, a request for a ninety (90) day waiver to the provisioning of FMDs. A longer waiver period may be granted in ABB's sole discretion. FMDs for all such Work must be provided by Supplier to ABB at the conclusion of a granted waiver. Both documents may be reviewed and download from the ["Supplying to ABB" webpage](#) or obtained from ABB's designated procurement representative. Supplier's failure to comply with the requirements of this Clause 2(D)(2) will be deemed a material breach of this Contract.

(3) In addition to the foregoing, Supplier will comply in all respects with the requirements and obligations provided in the ["ABB List of Prohibited and Restricted Substances"](#) and ["Guide for Suppliers to the ABB List of Prohibited and Restricted Substances"](#) in their most current form. Both documents may be reviewed and downloaded from the ["Supplying to ABB" webpage](#) or obtained from ABB's designated procurement representative. Any statement made by Supplier to ABB (whether directly or indirectly) with regard to materials or Substances used for or in connection with Work will be deemed to be a representation under the Contract.

3. ASSIGNMENT

Supplier will not assign or otherwise transfer this Contract or Supplier's rights, duties or obligations arising hereunder, without ABB's written consent. Any assignment in violation of this Clause 3 will be void and of no effect.

4. CHANGE IN CONTROL/PLACE OF PERFORMANCE

(A) Supplier will notify ABB in writing at least 90-days prior to any change of control, identifying the new controlling party and providing any additional information that ABB may request, subject to applicable laws.

(B) Supplier will provide ABB at least 90-days written notice of any potential change in the place where this Contract will be performed. Supplier will not change the place of performance for the Work without ABB's written consent, which will not be unreasonably withheld.

5. CHANGE ORDERS

(A) ABB'S Authorized Procurement Representative may at any time, by written order, make changes within the general scope of this Contract in (i) drawings, designs, statement of work, specifications, planning and /or other technical documents; (ii) method of shipment, packaging, or packing; (iii) time and place of inspection, delivery or acceptance; and (iv) reasonable changes to quantities or delivery schedules.

(B) If any authorized change causes an increase or decrease in the cost or time required to perform this Contract, the Parties will negotiate an equitable adjustment in the price and/or schedule, to reflect the increase or decrease. ABB will modify this Contract in writing accordingly.

(1) Supplier must submit any claim for equitable adjustment in writing to ABB's Designated Procurement Representative within thirty (30) days of Supplier's receipt of ABB's written change order

or such claim will be deemed waived.

(2) If Supplier's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, ABB will have the right to prescribe the manner of disposition of the property.

(C) Failure to agree to any adjustment will be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause will excuse Supplier from proceeding without delay in the performance of this Contract as changed.

(D) Only ABB's Authorized Procurement Representative has authority on behalf of ABB to make changes to this Contract. ABB's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss issues or engage in an exchange of information with Supplier's personnel concerning the Work. No such action will be deemed to be a change, nor will it be the basis for an equitable adjustment, and no such action will relieve Supplier of its obligations under this Contract.

6. CONFIDENTIAL INFORMATION

(A) Information provided by ABB to Supplier remains the property of ABB. Supplier will comply with the terms of any proprietary information agreement with ABB and comply with all proprietary information markings and restrictive legends applied by ABB to anything provided hereunder to Supplier. Supplier will not use any ABB-provided information for any purpose except to perform this Contract and will not disclose such information to third parties without ABB's prior written consent. Supplier will maintain data protection processes and systems sufficient to adequately protect ABB-provided information, to include Personal Data accessed by or disclosed to Supplier hereunder and comply with any law or regulation applicable to such information. If Supplier becomes aware of any compromise of information used in the performance of this Contract or provided by ABB to Supplier, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), Supplier will take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within forty-eight (48) hours to ABB after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. Supplier will provide reasonable cooperation to ABB in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents will be borne by Supplier.

(B) The provisions of this Clause are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the Parties; ABB will comply with the terms thereof. Supplier will not provide confidential or proprietary information to ABB without prior execution of a proprietary information agreement by the Parties.

7. CONTROLLED UNCLASSIFIED INFORMATION

In addition to and not limiting the obligations set forth in Clause 6 "Confidentiality/Data Security/Data Protection" and Clause 23 "Protection of Personal Data," Supplier will comply with all laws, regulations and Canadian policies for the safeguarding and

dissemination of “Controlled Unclassified Information” to the extent applicable to Supplier’s performance hereunder.

8. COUNTERFEIT WORK

(A) The following definitions apply to this Clause 8:

“Counterfeit Work” means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design authority, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used parts represented as new, parts which do not contain the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the ordered Work, or the false identification of grade, serial number, lot number, date, or performance characteristics.

“Suspect Counterfeit Work” means a part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic.

(B) Supplier will not deliver Counterfeit Work or Suspect Counterfeit to ABB.

(C) Supplier will maintain a Counterfeit Work mitigation process that complies with recognized industry standards and includes prevention, detection and risk mitigation methods to protect against the receipt, use, and transfer of Counterfeit Work or Suspect Counterfeit Work. Supplier will only purchase products to be delivered or incorporated as Work under this Contract directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized or franchised distributor. Other sources may be used only if (i) the foregoing sources of supply are unavailable, (ii) Supplier will employ its counterfeit work mitigation process and duly inspect such work to ensure its authenticity, and (iii) ABB provides its prior written approval. A certificate of conformance will accompany each shipment of Work delivered. If an original OEM/OCM certificate is unavailable, Supplier will provide such documentation, testing and/or other information as ABB may reasonably request; however, the submission of such items will not relieve Supplier of its obligations hereunder.

(D) Supplier will immediately notify ABB in writing if it becomes aware that it has furnished Counterfeit Work or Suspect Counterfeit Work. When requested by ABB, Supplier will promptly provide OCM/OEM documentation that authenticates and traces the effected items to the applicable OCM/OEM. Supplier, at its expense, will provide reasonable cooperation to ABB in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(E) In the event the Work delivered under this Contract is, or includes Counterfeit Work (to include Suspect Counterfeit Work that ABB reasonably and in its sole discretion determines to be Counterfeit Work), Supplier will promptly replace such the nonconforming Work with Work acceptable to the ABB. Notwithstanding any other provision in this Contract, Supplier will be liable for all costs relating to the replacement of Counterfeit Work, including without limitation, ABB’s cost of removing Counterfeit Work, of installing replacement Work and of any testing

necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies ABB may have at law, equity or under other provisions of this Contract.

(F) Supplier will include this clause or reasonably equivalent provisions in all subcontracts for the delivery of items that will be furnished to or included in Work furnished to ABB.

(G) The requirements of this clause are in addition the requirements of any quality document, statement of work, specification or other provision of this Contract.

9. DEFAULT

(A) ABB may, by written notice to Supplier, terminate this Contract for default, in whole or in part, if Supplier (i) fails to comply with any of the terms of this Contract, (ii) fails to make progress so as to endanger the performance of this Contract, (iii) fails to provide adequate assurance of future performance, (iv) suffers a material adverse change in financial condition, or (v) becomes insolvent or (if allowed by law) files or has filed against it a bankruptcy proceeding. Except as to defaults involving bankruptcy, adverse change in financial condition, delivery schedule delays, or breaches of Supplier’s integrity obligations hereunder, Supplier will have ten (10) days (or such longer period authorized by ABB in writing) to cure such failure after receipt of ABB’s notice.

(B) Following termination for default, ABB will pay Supplier for all completed Work delivered to ABB that conforms in all respects with the requirements of this Contract. ABB may require Supplier to deliver to ABB any supplies, materials components, tools, dies, jigs, fixtures, plans, drawings information and contract rights (hereafter “Manufacturing Materials”) that Supplier has specifically produced or acquired for the terminated portion of this Contract. At ABB’s direction, Supplier will protect and preserve Manufacturing Materials in which ABB has an interest and ABB and Supplier will agree on the amount of payment for Manufacturing Materials delivered and accepted and for the preservation of Manufacturing Materials.

(C) Upon the occurrence and during the continuation of default, ABB may exercise any and all rights and remedies avail to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination of this Contract it was determined that Supplier was not in default, such termination will be deemed a termination for convenience.

(D) Supplier will continue all Work not terminated.

10. DEFINITIONS

The following terms will have the meanings set forth below:

“ABB” means the ABB legal entity ordering the Work from Supplier. If the Work is purchased for delivery to an Affiliate of ABB, “ABB” also means that Affiliate.

“ABB Designated Procurement Representative” means a person authorized by ABB’s cognizant procurement organization to administer and issue this Contract.

“Affiliate” means any entity which directly or indirectly controls, is controlled by or is under common control with a Party.

“Contract” means ABB’s duly issued order or purchase order (“Purchase Order”) including these General Terms and Conditions of Purchase and all documents, exhibits, and attachments incorporated therein. If these terms and conditions are incorporated into a “master agreement” (such as a “Supply Agreement”, “Frame Agreement”, “Local Sourcing Frame Agreement” or “Master Purchase Order”), the term “Contract” will mean such master agreement and the individual Purchase Orders issued under such master agreement.

“Delivery Location” means the warehouse, factory or other premises identified by ABB for physical delivery of the Work, including such location as may be listed in any relevant price list, or if no location for delivery is identified, ABB’s place of business.

“Embedded Software” means computer software, to include firmware, that is embedded or otherwise contained in the Work, and required for operation of the Work.

“Identifiable Natural Person” means a human being who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity.

“Intellectual Property Rights” means (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; and (c) all other intellectual property rights and similar forms of worldwide protection.

“Party” means ABB or Supplier, collectively the “Parties.”

“Personal Data” means any information relating to an Identifiable Natural Person.

“Quality Management System” means the organizational structure, procedures, processes and resources necessary to implement a quality management plan.

“Root Cause” means the specific event or malfunction that caused a failure in the Work, or any portion thereof, which if repaired or removed, would prevent a like failure from occurring.

“Supplier” means the party identified on the face of this Contract with whom ABB is contracting.

“Work” means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

11. DISPUTES

(A) All disputes under this Contract that are not disposed of by mutual agreement may be submitted for resolution to the jurisdiction of the courts of the Province of Quebec. Both Parties consent to personal jurisdiction to such courts for the purpose of this Clause 11(A).

(B) Until final disposition of any dispute arising hereunder, Supplier will diligently proceed with performance of this Contract as directed by ABB.

12. ELECTRONIC CONTRACTING AND NOTICES

(A) If this Contract is transmitted electronically neither Party will contest the validity of this Contract, or any acknowledgement or amendment thereof, on the basis that this Contract or acknowledgement or amendment contains an electronic signature.

(B) Notices must be in writing and delivered by registered mail, courier, or by e-mail to the address of the Party notified, as provided in the Contract or otherwise authorized in writing. E-mail requires written confirmation of receipt. All notices will be provided in English.

13. EXPORT COMPLIANCE

(A) Supplier will comply in all respects with applicable Export Control Laws in Canada.

(B) Supplier must notify ABB if the Work or any other deliverable to be provided hereunder is an Export-Controlled Item. Before providing any Export-Controlled Item, Supplier will provide to the ABB Designated Procurement Representative the export classification of such item and will promptly notify ABB’s Designated Procurement Representative in writing of any changes to the export classification information of the item or controlled data thereafter. If Supplier is not the original equipment manufacturer, Supplier will obtain the export classification information from its source of supply. Supplier will include the Export Classification Control Number or “ECCN” on its packing slips and shipping documentation. Supplier will not be responsible for the export classification of any item manufactured by Supplier pursuant to ABB’s design.

(C) Supplier represents and warrants that neither Supplier, nor any parent, subsidiary or affiliate (collectively “Supplier Affiliate”) is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department’s Bureau of Industry and Security (“BIS”), or the List of Statutorily Debarred Parties maintained by the U.S. State Department’s Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, Canada and United States (collectively “Restricted Parties List”). Supplier will notify ABB immediately if Supplier, a Supplier Affiliate or a subcontractor with which it engages becomes listed on the Restricted Party List.

(D) Supplier further represents and warrants that no entity or person listed on the Restricted Party List or owned in whole or in part by an entity or person on the Restricted Party List has any property, financial or other interest in the Work, and that the performance of the Work will not involve the transfer, payment, export or withdrawal of any property or interest in property of any such person or entity.

(E) Supplier will include this clause or an equivalent provision in lower-tier subcontracts for the delivery of items that will be included in or delivered as Work to ABB.

14. FORCE MAJUERE

(A) The following definition applies to this Clause 14:

"Force Majeure Event" means an event which is unforeseeable at the time of contacting, beyond the affected party's control and without the affected party's fault or negligence, including acts of God or public enemy, acts of sovereign governments, riots, insurrections, earthquakes, explosions, war, invasion, fires, floods, epidemics, quarantine restrictions, and unusually severe weather.

(B) Either Party (hereafter "Affected Party") will be excused from, and will not be liable for, any delay or failure of performance hereunder to the extent caused by a Force Majeure Event.

(C) In order to be excused from performance under Clause 14(B), the Affected Party will submit within (10) calendar days of the start of delay, written notice stating a complete and detailed description of such event, an estimate of the expected period of delay, and an explanation indicating how such event was beyond the control of the Affected Party and not due to its negligence or fault and what efforts the Affected Party will make to minimize the length of delay.

(D) If a Force Majeure Event exceeds thirty (30) calendar days, the non-Affected party may terminate this Contract without additional cost and without liability to the Affected Party. Upon termination of this Contract for Force Majeure, Supplier will promptly reimburse ABB all amounts paid in advance for Work not performed or delivered plus ABB's costs to procure substitute materials or equipment not delivered.

15. INDEPENDENT CONTRACTOR

(A) Supplier is an independent contractor in all its operations and activities hereunder, and this Contract does not create an agency, partnership or joint venture relationship between Supplier and ABB, or Supplier's personnel and ABB. Under no circumstances will Supplier be deemed an agent or representative of ABB or authorized to commit ABB in any way.

(B) Personnel provided by Supplier hereunder will (i) be deemed employees of Supplier, (ii) not for any purpose be considered the employees, representatives or agents of ABB, and (iii) at all times be under the supervision and control of Supplier (and Supplier will so inform such personnel). ABB assumes no liability for Supplier personnel.

(C) (1) Supplier is solely and exclusively responsible for any claims and/or lawsuits filed by its personnel, and will, without any limitations, defend, indemnify and hold ABB harmless from and against any claim, proceeding, action, fine, loss, cost, damages and expenses arising out of or relating to any such claims and/or lawsuits. Supplier, at its own expense, will provide ABB all requested documentation and information necessary to ensure ABB a proper legal defense, and if requested by ABB, appear in court acknowledging its status as the sole and exclusive employer.

(2) Without limiting the generality of the foregoing, ABB is authorized to make or procure the making of payments due to Supplier personnel providing the Work, in order to avoid lawsuits, liens or encumbrances. Such payments may be made through withholding Supplier's credits, offsetting under this or any other contract between the parties or in any other way. Supplier will provide, at its sole expense, any support requested by ABB in regard to such payments and will indemnify and hold ABB harmless for any payments made.

(D) If this Contract is for services, in whole or in part, Supplier will include this Clause 15 or a substantially similar provision in any subcontracts issued hereunder.

16. INDEMNITY

Supplier will indemnify, defend and hold harmless ABB, its officers, directors, employees, consultants, agents, Affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from (i) any act or omission of Supplier its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract; (ii) any breach of representation or warranty hereunder; (iii) any defect in any of the Goods supplied by Supplier hereunder; (iv) Supplier's liability for death or bodily injury and/or physical property damage to the extent either: (a) caused by Supplier's negligence, default, breach of contract or wrongful act or omission or (b) that Supplier would be liable under applicable law; or (v) Supplier's liability for events arising from its fraud, fraudulent misrepresentation, gross negligence or willful misconduct.

17. INSPECTION AND ACCEPTANCE OF WORK

(A) Delivery or performance of the Work will not be deemed to be acceptance of the Work by ABB. ABB will have reasonable time to inspect and/or test the Work following ABB's receipt of the Work at ABB's facilities and to report any defects to Supplier. If a defect in the Work was not reasonably detectable during the inspection, ABB will have reasonable time to provide notice of such defect after it has become apparent.

(B) The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to ABB's written acceptance statement. Supplier will provide ABB reasonable advance written notification when Work is ready for acceptance.

(C) No such inspection, testing or acceptance procedure will relieve Supplier of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract.

(D) If Supplier delivers non-conforming Work, ABB may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require Supplier, at Supplier's cost, to make all repairs, modifications, or replacements at the direction of ABB necessary to enable such Work to comply in all respects with Contract requirements. Supplier will not re-tender rejected Work without disclosing the corrective action taken.

18. INSURANCE

(A) Supplier will secure and carry, at their sole cost and expense, throughout their performance of this Contract and for such other period as required below, the insurances set forth in ABB's "Supplier Insurance requirements," Attachment A hereto, under primary and/or excess or umbrella insurance policies in any combination.

(B) Supplier will have its' insurers (i) name ABB as an additional insured on the CGL and AL policies for the duration of this Contract, including during the warranty period as set forth under this Contract,

and (ii) endorse the worker's compensation, EL, CGL, AL and property policies to provide a waiver of subrogation in favor of ABB, its Affiliates and their respective directors, officers and employees. Insurance maintained pursuant to this clause, under which ABB is an additional insured, will be considered primary as respects the interest of ABB and is not contributory with any insurance or self-insurance which ABB may carry.

(C) Not later than the effective date of the Contract and at least fifteen (15) days prior to the expiration of any of the insurance required herein, Supplier will provide ABB with a certificate(s) of insurance, and with respect to the CGL insurance a copy of the additional insured endorsement, evidencing that the required minimum insurance is in effect. The certificate(s) of insurance will reference that the required coverage extensions are included on the required policies. Upon request by ABB, copies of endorsements evidencing the required waiver of subrogation and/or primary provisions will be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, will in no way whatsoever imply that ABB has waived its insurance requirements, or any other obligations set forth herein.

(D) Supplier's maintenance of insurance under this clause is not a limit or modification of Supplier's obligations as set forth under this Contract. Any self-insured retention or deductible on any policy maintained by Supplier will be Supplier's sole responsibility.

(E) Risk of loss: Supplier will bear risk of loss as follows: (i) if ABB provides Supplier ABB property under this Contract, Supplier will bear risk of loss for damage to or loss of such property while in the possession of Supplier or any of its vendors or subcontractors, (ii) if Supplier is responsible to transport any Work, it will bear risk of loss for damage to or loss of such Work until it is delivered in accordance with this Contract.

(F) The insurance required under this clause will cover occurrences and claims brought in the USA, its possessions and territories.

19. INTEGRITY COMPLIANCE

(A) CODE OF CONDUCT

Supplier acknowledges and agrees that it has received and read the ABB Code of Conduct, the ABB Supplier Code of Conduct, and the U.S. Government Supplement to the ABB Code of Conduct and will perform its contractual obligations in accordance with the policies, principles and requirements therein. All three documents may be obtained from ABB's Designated Procurement Representative or reviewed and downloaded at [Integrity — ABB Group \(global.abb\)](#) ("Download") and [US Government Business Supplement to the CoC \(abb.com\)](#), respectively.

(B) GRATUITIES, KICKBACKS AND ANTIBRIBERY LAWS

(1) Supplier will not offer or give a kickback or gratuity (e.g. entertainment or gifts) for the purpose of obtaining or rewarding favorable treatment as an ABB supplier.

(2) Supplier will comply with all anti-corruption laws, regulations, ordinances and legal rules ("Anti-Corruption Laws"), including but not limited to Anti-Corruption Laws relating to bribery, money laundering and tax evasion, and without exclusion, the: (i) United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, (ii) UK Bribery Act

2010, and (iii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption as adopted in Supplier's country or any country where performance of this Contract will occur.

(3) Supplier represents, covenants and warrants that has not and will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment of money or anything of value to (i) any third party employed by or acting on behalf of any customer, private or governmental, or (ii) any government official, government employee or any political party or candidate for political office for purposes of influencing any act or decision or inducing or rewarding any action by a customer in a private transaction or governmental matter or securing any improper advantage to assist ABB or Supplier in obtaining or retaining business or directing business to a third party.

(4) Supplier will notify ABB in writing if any owner, officer, partner or director of Supplier, or of a parent or subsidiary company of Supplier, is or becomes an official or employee of the government or a candidate for political office or political party during the term of this Contract.

(5) Supplier will notify ABB in writing of any violation or alleged violation of this Clause 19(B) disclosing all relevant facts related thereto, and will keep ABB informed of any subsequent proceedings, litigation, ruling and disposition thereof.

(C) HUMAN RIGHTS, CONFLICT MINERALS

(1) Supplier represents and warrants that no portion of the Work, including any components, subcomponents or materials, was extracted, mined, produced, manufactured, assembled or processed using any form of Forced Labor. Without limiting the applicability of the foregoing, Supplier covenants it will (i) respect the human rights of its employees, provide a safe and appropriate working environment, eliminate discrimination, and provide equal opportunity in employment; (ii) not tolerate, and cause its suppliers not to tolerate, Forced Labor, Human Trafficking, or Modern Slavery, as defined below, and will comply with applicable laws and regulations of related countries or regions regarding employment terms including wages and working hours; (iii) not have any affiliation with anti-social forces, organizations and movements (including, without limitation, gangsters, criminal organizations and terrorist organizations) and warrants that it will not hold itself out as, or knowingly engage the services of, or provide contributions of any form to the same for any reason; and (iv) require its suppliers and business partners to agree to accept the same obligations as Supplier has undertaken under this Clause 19(C). The following definitions apply to this Clause 19(C)(1):

"Child Labor" means work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that: is mentally, physically, socially or morally dangerous and harmful to children; and/or interferes with their schooling by: depriving them of the opportunity to attend school; obliging them to leave school prematurely; or requiring them to attempt to combine school attendance with excessively long and heavy work. Child Labor also refers to employment of children who are under aged to work as determined laws of a state.

“Forced Labor” includes Child Labor and means compulsory labor and is any work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily; it refers to situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as manipulated debt, retention of identity papers or threats of denunciation to immigration authorities.

“Human Trafficking” means the recruitment, transportation, transfer, harboring or receipt of people through force, fraud or deception, with the aim of exploiting them for profit.

“Modern Slavery” means the severe exploitation of other people for personal or commercial gain; modern slavery takes many forms, the most common forms of modern slavery are (not exhaustive list): human trafficking, forced labor, debt bondage/bonded labor, descent-based slavery, slavery of children, child labor, forced and early marriage.

(2)(a) Supplier represents, warrants, covenants and certifies that (i) it is in full compliance with all applicable conflict minerals laws, including, without limitation, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the European Union ‘Conflict Minerals’ Regulation (EU) 2017/821 as either may be amended from time to time, and any regulations, rules, releases, decisions or orders adopted by a governmental agency responsible for adopting regulations related thereto (“Conflict Mineral Laws”) and (ii) none of the Work provided hereunder will contain any conflict mineral (including, but not limited to, tin, tantalum, gold and tungsten) in violation of Conflict Mineral Laws. Supplier will comply with the reporting and other requirements regarding conflict minerals provided at www.abb.com - **Supplying – Material Compliance** or otherwise, and will provide ABB with documents, certifications, statements and other information as needed.

(b) Should Supplier learn or have reason to know of or suspect any development that makes it likely that the Work provided hereunder contains any conflict mineral in violation of Conflict Mineral Laws, or that in any other way makes inaccurate, incomplete or misleading the representations, warranties and certifications of the Supplier set forth herein, then Supplier will immediately advise ABB in writing of such knowledge or suspicion and all related information known to the Supplier. Supplier acknowledges that ABB will rely on the accuracy and completeness of information that Supplier furnishes to ABB as the basis for ABB’s compliance with Conflict Mineral laws.

(3) Supplier and Supplier personnel will report violations and suspected violations of any applicable law, ABB policies, the ABB Code of Conduct or the ABB Supplier Code of Conduct through one or more of the reporting channels provided at www.abb.com/Integrity – **Reporting Channels** (see website for specific contact details).

(D) Any violation of an obligation contained in this Clause 19 “Integrity Compliance,” is a material breach of the Contract and entitles ABB to terminate the Contract immediately for Supplier’s default in accordance with Clause 9 “Default.” **Supplier will indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, Affiliates, successors, permitted assigns and customer from and against all claims, causes of action, damages, liabilities, and expenses, including attorney’s fees arising from Supplier’s breach of this Clause 19 and any resulting**

termination of this Contract.

20. INTELLECTUAL PROPERTY

(A) Subject to Clause 20(B), Supplier hereby grants ABB and its Affiliates, a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Intellectual Property Rights contained in the Work delivered hereunder. Embedded Software will be provided with the license set forth in Paragraph 20(C).

(B) This clause 20(B) applies solely to the extent this Contract is for the development of the Work provided hereunder, to include the modification or redesign of existing Work:

(1) Supplier herewith assigns, conveys, and transfers to ABB full ownership rights in any Intellectual Property Rights resulting from Work performed hereunder. Supplier further agrees, upon ABB’s request and at Supplier’s cost, to take all further steps necessary to perfect ABB’s ownership to the Intellectual Property Rights.

(2) All data, copyrights, reports, and works of authorship developed in performance of this Contract will be the sole property of ABB and used by Supplier solely in performance of this Contract. To the extent that the Work may not, by operation of law, be works made for hire, Supplier hereby assigns to ABB the ownership of copyright in such Work and ABB will have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in such Work. Supplier will give ABB all assistance reasonably required to perfect such rights.

(3) Intellectual Property Rights in Work created by or licensed to Supplier prior or outside of this Contract and not owned by ABB pursuant to another contract (“Supplier’s Pre-Existing IPR”) will remain vested in Supplier (or Supplier’s third-party licensor). To the extent that Supplier Pre-Existing IPR are embedded in the Work provided hereunder, Supplier grants ABB and its Affiliates a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license Supplier’s Pre-Existing IPR as part of the Work, including the right to improve, develop, market, distribute, sublicense or otherwise use such Supplier Pre-Existing IPR.

(C) To the extent the Work contains Embedded Software that is not ABB’s property, Supplier grants ABB, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such embedded software as an integral part of such Work or for servicing the Work (the “Customer-Required License”). If such Embedded Software or any part thereof is owned by a third party, prior to delivery, Supplier will obtain the Customer-Required License from such third-party owner.

(D) Supplier warrants that the Work delivered or performed under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in Canada, the United States or any foreign country. Supplier will indemnify, defend and hold harmless ABB, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney’s fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work delivered or performed under

this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(E) Supplier will not use "ABB" "ABB Inc." "ABB E-mobility Inc." or any other trademark or logo owned by ABB in whatever shape or form, without the prior written consent of ABB.

21. NEW MATERIALS

All Work delivered under this Contract will consist of new materials, not used, or reconditioned, remanufactured or of such age as to impair its usefulness or safety.

22. OPEN-SOURCE SOFTWARE

(A) "Open Source" means with respect to software and any licenses of the same, software provided under a license which permits the user to run, copy, distribute, study, change, modify and/or improve the software but which prohibits the user from: (i) withholding improvements and/or modifications made by the user to the source code when and/if user thereafter distributes the software; and/or (ii) adding restrictions on use when redistributing or transferring the Software to third parties. For purposes of this Contract, "Open Source" Software will also include "Free Software" as defined by the Free Software Foundation Inc. By way of example and not limitation, "Open Source" licenses include such licenses as the GNU General Public License, the GNU Lesser/Library GPL, the Mozilla Public License, Apache Software License, the Academic Free License, and Open Software License. Certain Open Source licenses prohibit commercial "for profit" redistribution of the source code in any form.

(B) Supplier will disclose to ABB in writing any Open-Source software that will be contained in or used by Embedded Software, if any, and obtain ABB's prior written consent before using or delivering such Open Source software in connection with this Contract. Supplier agrees to replace at its own cost any Open Source software components rejected by ABB with software of at least the same quality and functionality.

(C) Supplier will defend, indemnify, and hold harmless ABB, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to the use or delivery of Open Source Software under this Contract.

23. ORDER OF PRECEDENCE

In the event of a conflict between the terms and conditions of this Contract, the following order of precedence will apply: (i) the face of the Purchase Order, including any special terms and conditions, (ii) these General Terms and Conditions of Purchase, (iii) ABB specification document(s), and (iv) ABB supplier statement of work.

24. PROTECTION OF PERSONAL DATA

(A) In the event ABB discloses Personal Data to Supplier, Supplier will comply with all applicable data protection laws and regulations. If, in ABB's reasonable discretion, Supplier (or any Supplier Affiliate or third party approved by ABB and receiving Personal Data on Supplier's behalf) will receive or have access to Personal Data beyond basic business contact information, Supplier will, at ABB's request, enter into a separate agreement for the sharing,

handling and/or processing of ABB Personal Data.

(B) Supplier will apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

(C) Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 24 which in ABB's reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to ABB.

(D) If this Contract is for the processing of Personal Data, or the processing of Personal Data becomes required for Supplier's performance hereunder, Supplier (or any Supplier Affiliate or third party approved by ABB and receiving Personal Data hereunder) will, at ABB's request enter into an additional data processing, data sharing, or data protection agreement(s) with ABB. To the extent such additional agreements are not initially concluded as part of the Contract, Supplier, and its Affiliates or subcontractors as applicable, will promptly enter into any such agreement(s), as requested by ABB.

(E) ABB Data Privacy Notice. Supplier will use all reasonable endeavors to deliver the applicable ABB Privacy Notice (Supplier or Contractor) located at www.abb.com/Privacy_Notices to its personnel involved in the delivery or performance of the Work.

25. PRICING, PAYMENT, INVOICING

(A) PRICING

(1) Prices and hourly rates are as set forth on the face of the purchase order or elsewhere in this Contract. Supplier warrants the pricing for the Work will not exceed the pricing for the same or comparable goods or services offered by Supplier to third parties.

(2) Unless otherwise specified, prices include all applicable federal, state, and local transactional (sales, use, GST/HST, PST, VAT, etc.) taxes, duties, tariffs, and similar fees imposed by any government, all of which will be listed separately on the invoice. If Supplier is legally obligated to pay transactional and/or similar taxes, Supplier will invoice ABB in accordance with applicable tax authority rules to enable ABB to reclaim such taxes. ABB will reserve the right to provide Supplier with exemption documentation to remove such transactional taxes from Supplier invoices to ABB.

(3) Freight, insurance, royalties and Supplier's commissions, if applicable, will not be included in Supplier's price but will be separately identified on Supplier's invoice. Invoices for Work performed on an hourly basis must be submitted with time sheets substantiating the hours worked and the Work performed for ABB's review and confirmation.

(B) PAYMENT

(1) Payment terms will be as set forth on the face of the Purchase Order or elsewhere in this Contract. Payment will be deemed to have been made as of the date of mailing ABB's payment or

electronic funds transfer.

(2) Payments will be subject to reduction to the extent of amounts which are found by ABB or Supplier not to have been properly payable and will also be subject to reduction for overpayments. Supplier will promptly notify ABB of any such overpayments and remit the amount of the overpayment except as otherwise directed by ABB. ABB will have a right of setoff against payments due or at issue under this Contract or any other contract between the parties.

(C) INVOICING

Invoices must contain the following information: (i) Supplier name, address, phone number and point of contact, (ii) Purchase Order number, (iii) invoice number and date of issuance, (iii) identification of Work shipped by quantity and description, (iv) total amount invoiced and currency, (v) taxes charged and Supplier's sales tax number, (vi) authorized economic operator and/or approved exporter authorization number and/or other customs identification number, if applicable; and (vii) payment terms as agreed.

26. QUALITY MANAGEMENT SYSTEM

(A) Supplier will provide and maintain a Quality Management System to an industry recognized quality standard and in compliance with any other specific quality requirements identified in this Contract.

(B) Records of all quality control inspection work by Supplier will be kept complete and made available to ABB or its third-party representative for review and audit upon ABB's written request.

(C) At ABB's request, Supplier will, at Supplier's sole risk and expense, investigate and determine the Root Cause of any defects ABB identifies in the Work. Supplier will report its findings to ABB in writing within then (10) calendar days thereafter. ABB reserves the right to undertake an audit of Supplier (which may be carried out by ABB, its Affiliates or third party experts), based on the results of the Root Cause investigation or Supplier's failure to comply with this Clause 26 (C).

(D) Supplier will proactively advise ABB if Supplier becomes aware of any quality related issues that may affect the Work and the provisions of Clause 26(C) will apply as the issue had been notified to Supplier by ABB.

27. RECORDS

Unless a longer period is specified in this Contract or by law or regulation, Supplier will retain all records related to this Contract for three (3) years from the date of final payment received by Supplier. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records

28. SEVERABILITY

(A) Each provision of this Contract intended to be severable. If any provision is found to be invalid, illegal or otherwise unenforceable by any Tribunal, the other provisions will not be affected thereby and will remain in full force and effect. "Tribunal" as used in this

paragraph means "a state or federal court or administrative agency or arbitration authority."

(B) It is the intention of the Parties that there will be substituted for such invalid, illegal or unenforceable provision a provision as similar as may be possible and yet be valid, legal and enforceable. Should any provision(s) of this Contract ever be reformed or rewritten by a Tribunal, those provision(s) as rewritten will be binding on the Parties as if fully set forth herein.

29. SURVIVING CLAUSES

The following clauses will survive the expiration or termination of this Contract: Acceptance and Terms of Contract - 1, Applicable Law - 2, Confidential Information - 6, Controlled Unclassified Information - 7, Counterfeit Work - 8, Definitions - 10, Disputes - 11, Electronic Contracting - 12, Export Controls - 13, Independent Contractor - 15, Indemnity - 16, Integrity Compliance - 19, Intellectual Property - 20, Open Source Software - 22, Records - 27, Severability - 28, Warranty - 34.

30. TERMINATION FOR CONVENIENCE

ABB may terminate this Contract for its convenience in whole or in part by giving Supplier thirty (30) calendar days written notice. In such event ABB will pay to Supplier (i) the value of delivered but unpaid Work (provided that such Work otherwise complies with the Contract) and ii) proven direct costs reasonably incurred by Supplier for undelivered work. No other compensation will be provided Supplier and in no event will Supplier be liable for any sum in excess of the Contract price for the Work terminated or for costs incurred or work performed outside of Supplier's standard flow time. Supplier will continue all Work not terminated.

31. TIMELY PERFORMANCE

(A) Supplier's timely performance is of the essence.

(B) Supplier will deliver or perform the Work in accordance with the agreed upon delivery schedule, if applicable, and in the absence of a delivery schedule, in accordance any lead times specified in the Contract.

(C) If delivery or performance of the Work does not comply with the dates provided in Clause 31 (B), ABB may, in addition to ABB's other rights and remedies at law, in equity or under this Contract: (i) terminate the Contract wholly or in part, (ii) refuse any subsequent delivery of the Work, (iii) recover from Supplier all expenses reasonably incurred by ABB in obtaining substituted Work from another supplier, (iv) claim damages for any cost, loss, expenses and liquidated damages incurred by ABB (or any ABB Affiliate) which are attributable to Supplier's delay, and/or (v) claim liquidated damages as may be agreed elsewhere in this Contract.

(D) If Supplier becomes aware of any difficulty in performing the Work, including but not limited to impending labor disputes, Supplier will promptly notify ABB in writing, providing relevant details. Such notifications will not change any delivery schedule.

32. TITLE AND SHIPPING

(A) Title to the Work will pass to ABB upon delivery in accordance with the specified INCOTERMS 2020.

(B) Unless otherwise specified, all Work is to be packed in

accordance with good commercial practice. Shipment of partial orders must be approved in advance by ABB. A complete packing list will be enclosed with all shipments. Supplier will mark containers or packages with necessary lifting, loading, and shipping information, including this Contract number, applicable item numbers, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading will include this Contract number.

(C) At least two (2) business days prior to shipment, Supplier will provide the following information to ABB or its designated agent in writing: (i) number of packages and contents, (ii) Harmonized Tariff Schedule codes (for Work to be imported into Canada) for the country of consignment or other tariff classification codes as specified in the Contract, and (iii) the countries of origin for all Work. Supplier will provide certificates of origin or free trade agreement certification (if applicable) promptly upon ABB's request.

(D) All Work will be delivered in accordance with INCOTERMS 2020 DDP First Domestic Destination (e.g., port of export for Work being imported into Canada) to the Delivery Location identified herein.

33. WAIVERS, APPROVALS, REMEDIES

(A) Failure by either Party to enforce any of the provisions of this Contract or applicable law will not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a Party thereafter to enforce such provision or law.

(B) ABB's approval of documents will not relieve Supplier of its obligation to comply with the requirements of this Contract.

(C) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

34. WARRANTIES

(A) Supplier warrants that the Work will be delivered with good and clear title and free of claims by any third party. ABB may withhold payment pending receipt from Supplier, as may be reasonable required by ABB, evidence to establish the absence of liens, encumbrances and claims.

(B)(1) Supplier warrants that all Work provided hereunder will be free (i) from defects in design, material and workmanship, (ii) be fit for any particular purpose specified in this Contract, or in absence thereof, be fit for the purposes for which such Work would ordinarily be used, and (iii) strictly conform to all applicable specifications, drawings, descriptions and requirements of this Contract. This warranty will begin upon final acceptance and extend for a period of two (2) years ("Warranty Period"). If nonconforming Work is identified within the Warranty Period, Supplier, at ABB's option, will promptly repair, replace, or reperform the Work. The return to Supplier of nonconforming Work and the delivery to ABB of replacement Work, will be at Supplier's expense. The Warranty Period for replacement Work will restart upon delivery.

(2) If repair, replacement, or reperformance of Work is not completed within forty-eight (48) hours (or longer subject to ABB's written consent) of ABB's notification of a nonconformance, ABB may elect to repair, reperform or replace the non-conforming Work

at Supplier's expense. All warranties will run to ABB, its Affiliates and customers.

(C) Supplier warrants that it is and will remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the Work to be performed by Supplier under this Contract.

(D) Supplier warrants that it will perform the services under this Contract with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

ATTACHMENT A

INSURANCE REQUIREMENTS

ABB E-MOBILITY INC.
CANADA GENERAL TERMS
AND CONDITIONS

FOR PURCHASE OF GOODS
AND/OR SERVICES
(2022-01 10.2022 CANADA)

(i) Workers' Compensation Insurance (or its equivalent for Work performed outside of the United State) meeting the statutory requirements where Work will be performed;

(ii) Employers' Liability ("EL") Insurance in the amount of \$2,000,000 per each accident or per each employee for disease;

(iii) Commercial or Comprehensive General Liability ("CGL") Insurance in the amount of \$5,000,000 per occurrence and annual aggregate with coverage extensions for at least: Premises/Operations, Personal Injury, Advertising Injury, Contractual Liability, Cross Liability/Severability of Interests, Products Liability and Completed Operations Liability;

(iv) Automobile Liability ("AL") Insurance in the amount of \$2,000,000 combined single limit per occurrence, insurance covering all owned, non-owned and hired vehicles ;

(v) Property Insurance: (i) if ABB provides Supplier with ABB property under this Contract, while in the possession of Supplier, Supplier will maintain property insurance on an "All-risk" basis covering the full replacement cost value of such property, with such policy being endorsed to name ABB as an "Additional Insured" and "Loss Payee, as its interests may appear; (ii) if Supplier is responsible to transport any Work, during the time it bears risk of loss for said Work it will maintain Transport or Cargo insurance covering the full replacement cost of the Work, with such policy being endorsed to name ABB as an "Additional Insured" and "Loss Payee, as its interests may appear.

(vi) Professional Errors and Omission Liability Insurance in the amount of \$5,000,000 per claim and annual aggregate covering Supplier's legal liability arising out the rendering or failure to render professional services under this Contract), and this insurance will either be maintained for or an Extended Reporting Period be put into place for a period of at least one (1) year after the completion of Work. (Note: Supplier does not have to maintain this form of coverage if it only supplies a product and its CGL does not include a professional liability exclusion applicable to the products liability coverage extension under the CGL); and

(vii) If the Work includes software to be used in any way related to ABB's IT/IS infrastructure or contains executable binary software code, Cyber Liability Insurance, including Technology Errors and Omissions Liability Insurance, with a minimum limit of \$5,000,000 per claim and in the annual aggregate, and this insurance will either be maintained for or an Extended Reporting Period be put into place for a period of at least one (1) year after the completion of Work.