

Department / Author Sales & Mktg / DN	Date of issue 28 Feb 2024	Sales Responsible / cell no. Debasish Nandy/ +91 8098769655	Our ref. OPP-23-6308482
Customer Name Jailaxmi Alloy Steel Pvt. Ltd	Customer ref. 2-HI REVERSIBLE MILL STADS	Project Details ALLOY STEEL BAR ROLLING MILL	
Rev Index	Rev. Date	Changed by	Pages 1/14

To,

M/s Jailaxmi Alloy Steel Pvt. Ltd
Aurangabad, Maharashtra

Kind Attention: [Mr. Manish Patel - GM \(Rolling Mill & Engg.\)](#)

Dear Sir,

We thank you for the above referenced enquiry and are pleased to offer **ABB Optimum Performance motors** as under:

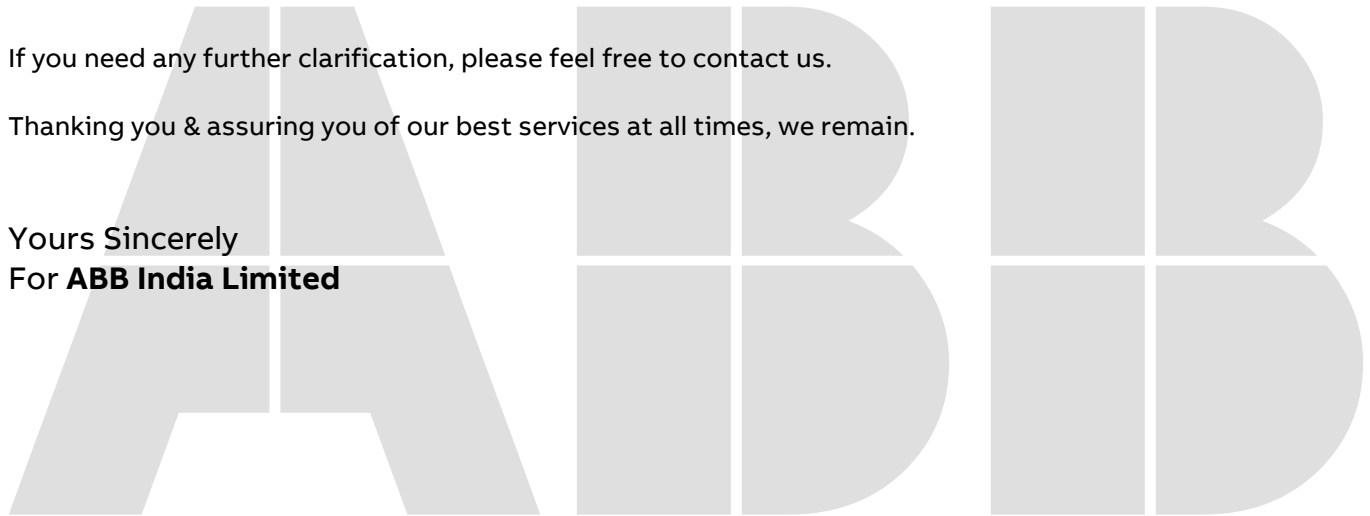
Our offer is divided into following Annexures for your ease scrutiny.

1. Annexure – I - Basis of Offer
2. Annexure – II - Technical Data Sheet & Characteristics with C&D
3. Annexure – III - Price Schedule
4. Annexure – IV - ABB General Terms & Condition.

If you need any further clarification, please feel free to contact us.

Thanking you & assuring you of our best services at all times, we remain.

Yours Sincerely
For **ABB India Limited**



IMPORTANT NOTICE

"This ABB budgetary offer [dated] is preliminary and not final and as such non-binding. It is tendered for discussion only, does not constitute an offer to sell and/or term to contract and ABB can, without notice, make any change in ABB's own discretion. Any contract to sell the subject matter of the proposal shall be subject to prior mutual agreement as to price (which may be different than that shown herein), schedule, scope of work and terms. "

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Annexure I – Basis of Offer

1. Our offer is based on data received by Customer and on typical values in the application and industry. You are kindly requested to carefully inspect the offer and inform us if any updates are required. Technical Data Sheet is complete and exhaustive description of the motor to be delivered. Only technical information requirements mentioned in the Technical Data Sheet are considered binding.
2. Offer subject to confirmation after receipt & scrutiny of Load details (viz. Application, Load Start-up Characteristics, Load GD2 referred to Motor speed and Load BKW), Coupling details and minimum voltage at Motor terminals during starting, if not furnished along with enquiry.
3. Offered Motor confirms to IEC-60034 / IS-325 standards with latest amendments. The parameters which are not defined in IEC/IS std shall be as per ABB standards.
4. Motor starting considered as per the curve given by you in enquiry for the given application. Motor is not suitable for reverse rotation i.e. the motor is not suitable for bringing / accelerating the driven machine from a reverse direction to the forward direction. (*)
5. Area of operation: **Safe**
6. ABB recommends having rain protection for vertical outdoor IP55 motors. However, it is not in ABB scope of supply.
5. Termination kit / Cable lugs not in ABB scope.
6. Coupling: **Direct Flexible (*)**.
7. **Method of starting : VFD**
8. Bearings of the motor would be suitable to take only motor rotor weight and would not be suitable to take any external load. The antifriction bearings, if offered, shall be grease lubricated.
9. Testing is performed according to IEC 60034, IS 325 and ABB Standard as mentioned in technical datasheet. Addition tests are available at extra cost which needs to be discussed and agreed at the time of order finalisation. Sample coil test (destructive test), IP test, Fault withstand test if conducted, then shall be at extra cost. Alternatively ABB shall submit type test reports of similar machines.
10. Noise level of the motor would be within limits as per IS 12065 / IEC 34 -9
11. Motor Vibrations would be within limits as per IS 12075 / IEC 34 – 14 and shall be measured in terms of velocity.
12. No Matching performance / dimensions, Motor shall be as per ABB standard design. (*)
13. Unless otherwise stated, Motors would be manufactured as per safety, statutory and regulatory requirements of IE Rules – 1956 , CEA – 1979 , ISO 14000 and 18001 followed in India. If motor is to confirm to any other Safety, Statutory and Regulatory requirements, please inform us and also furnish copy of the same to us for our scrutiny and confirmation.
14. As part of continuous process of incorporating improvements in our products, we need to collect data on various parameters in our products. We request you to permit us to have this data from site, as and when required by us. If necessary, we shall depute our person to site to collect the data.
15. Offer Validity – Offer shall be valid for 30 days from the date of Firm Offer.



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Special Terms & Conditions:

1. If the Delivery Period is more than 12 months from the effective date of the Contract, attributable to the Purchaser, necessary adjustments in the Price for the changes in cost of labour and material components shall be made as per mutual agreement.
2. In case the Product is reported as ready for inspection or shipment as per agreed timelines, but the shipment/delivery is delayed for reasons not attributable to ABB or there is delay in lifting the material by the Purchaser within the agreed contractual delivery time, inventory carrying cost @ 1% per month of unshipped portion or part thereof subject to maximum 5% of the order value will be charged to the purchaser.
3. Purchaser shall not be entitled to terminate or suspend the order, in full or in part, for convenience or otherwise at any stage, except for in case it is specifically agreed by the Parties. In case of cancellation/ termination of order by purchaser, the cancellation charges shall be as follows:
 1. Within 3 months from date of manufacturing clearance: 50% of the Order Value
 2. After 3 months from date of manufacturing clearance: 100% of the Order Value.
 The cancellation cost mentioned hereinabove shall be in addition to all costs and expenses incurred by Seller as a direct result of the termination, including the costs associated with vendor disputes or Claims.

All other terms and conditions shall be applicable as per ABB GTC mentioned in Annexure 4.

Note! The details / data marked (*) in our offer, have been assumed since not mentioned in the enquiry. If these assumptions are not confirmed / clarified by you within the next 15 days, it would be deemed to have been concurred by you.

Annexure II - Technical Data Sheet & Characteristics with C&D

Please refer to the enclosed Technical offer for motors.



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Annexure III - Price Schedule

Item	Qty.	kW	Pole	Volts/freq	Description			Net Unit Price (INR)/ Motor
					Enclosure	Mounting	Motor Type	
1	4	1250	6	690 / 50	IP 55, IC86W (CACW), VFD, safe area	IM1001	AMI 630L6L BAFTI	15,800,000

Notes:

(1) Please check super imposed T-S curve before order finalization

Testing Charges: Witness testing charges Extra as follows

Routine Tests: INR 100,000 per motor (subject to taxes)

Type Tests: INR 160,000 per motor (subject to taxes)

Price Basis : The price indicated is FOR Sulzer Mumbai Works price exclusive of taxes and duties.

Delivery : Minimum 28-30 weeks from the date of receipt of techno-commercially clear Purchase Order, Advance, Letter of Credit or Drawing Approval, whichever is later, subject to factory capacity.

Warranty Period : 12 Months from the date of commissioning or 18 months from the date of readiness of motor, whichever is earlier



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Annexure IV - ABB GENERAL TERMS AND CONDITIONS
SALE OF PRODUCTS (2023 – VER. 1)

1. Definitions

- 1.1. ABB: means the legal entity of the ABB Group providing Products to Purchaser under the Contract.
- 1.2. Affiliate: means any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by or is under common ownership with, by virtue of a controlling interest of 50 % or more of the voting rights or the capital, a party to the Contract.
- 1.3. Applicable Integrity Laws means:
 - (i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions (collectively “Anti-Bribery & Corruption Laws”); and
 - (ii) Sanctions and trade control laws and regulations: any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of this Agreement (collectively, “Trade Control Laws”); and
 - (iii) Human rights and anti-modern slavery laws: including The Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations (collectively, “Human Rights Laws”).
- 1.4. Contract: means the terms and conditions contained in these General Terms and Conditions (“GTC”), together with any Special Terms and Conditions (“STC”) agreed upon in writing between ABB and Purchaser with regard to supply of the Products, including a purchase order issued by Purchaser provided such purchase order has been acknowledged by ABB (the “Order Acknowledgement”).
- 1.5. Contract Price: means the price for supply of the Products as finally agreed upon between ABB and Purchaser in the Contract.
- 1.6. Gross Negligence: means any act or omission on the part of ABB which is a result of a deliberate, conscious and willful disregard of any consequences of such act or omission and which causes grave and harmful consequences to person and property.
- 1.7. Products: means equipment, parts, material, supplies, software and other goods or products as exhaustively specified in the Order Acknowledgement.
- 1.8. Purchaser: means the entity or person to which ABB is providing Products under the Contract.

- 1.9. Restricted Person: means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).
- 1.10. Sanctions Agency: means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

2. General

- 2.1. These GTC apply to any offer, sale or supply of Products by ABB.
- 2.2. These GTC shall apply and have priority over any other conditions, notwithstanding anything to the contrary in Purchaser's request for quotation, purchase order, any other document or agreement, unless deviations from these GTC are explicitly agreed upon in writing between authorized representatives of ABB and Purchaser or are set forth in the Order Acknowledgement.

3. Prices

- 3.1. Unless specified otherwise in writing, all prices are deemed to be in Indian Rupees (INR) / United States Dollars (for export jobs) and Ex works pursuant to INCOTERMS 2020.

4. Taxes & Duties

- 4.1. Except for taxes levied on ABB on net income, prices are exclusive of all taxes, duties, fees, interest or other charges of any nature, including but not limited to GST, value added taxes, sales, transfer, turnover, use or any other taxes, import, export, customs or any other duties or fees, administrative fees, or any other similar charges (hereinafter referred to as "Taxes"). Any such Taxes shall be borne and paid by Purchaser and if assessed on ABB, Purchaser shall reimburse ABB, including, if any, penalties, costs, assessments and interest relating thereto.

5. Invoicing

- 5.1. Purchaser shall provide complete details of Bill To & Ship To Name & Address with Registration Details of GST/ Central Excise, Value Added Tax (VAT)/ Central Excise Tax (CST).

6. Price Escalation

- 6.1. If the Delivery Period agreed is more than 12 months from the effective date of the Contract, necessary adjustments in the Price for the changes in cost of labour and material components shall be made as per the Indian Electrical and Electronics Manufacturers' Association (IEEMA) Index/ RBI Wholesale Price Index.
- 6.2. The price as set forth in this Contract has been calculated based on the current prices for the component(s), part(s) and raw material(s) (the "Parts") required to manufacture the Products. However, due to the volatility of the prices of the Parts, ABB may encounter significant and potentially unanticipated increases in Parts pricing. ABB agrees to employ its reasonable commercial efforts to maintain the Parts pricing used to determine the price of Products as set forth in this Contract. However, in the event of an increase in Parts pricing, ABB shall notify Purchaser thereof, and Purchaser shall pay the relevant increased pricing.

7. Title & Risk Transfer

- 7.1. The title of ownership and property for the Products supplied shall pass on to the Purchaser as per the INCOTERMS applicable.

8. Road Permit/Way Bill

- 8.1. Road Permit/Way Bill/ any other Forms as per the laws, wherever applicable, shall be issued by the Purchaser to ABB/Consignor before dispatch clearance.

9. Income Tax-TDS (Tax Deducted at Source) Certificate & WCT (Works Contract) - TDS Certificate

- 9.1. Income Tax-TDS & WCT-TDS, shall be deducted in compliance of applicable laws of the Purchaser & the Purchaser shall issue Income Tax-TDS Certificate & WCT-TDS Certificate within prescribed time period to ABB.

10. Availment of Exemption Notifications/Deemed Export Benefits, if any

- 10.1. Purchaser shall provide the details of applicability & availability of any exemptions - Central Excise, Customs, VAT/CST and also Deemed Export Benefits, if any. The Purchaser shall provide supporting documents and pass on the such benefits to ABB.

11. Payment

Except as otherwise agreed by ABB in writing, the following payment terms shall apply:

- 11.1. Payment shall be made in full, free and clear of all deductions, withholding or offset, within 30 calendar days from the date of invoice. Payment shall only be deemed to have been effected when ABB's account has been fully and irrevocably credited.
- 11.2. If Purchaser deducts or withholds any Taxes, Purchaser shall pay additional amounts to ABB to cause the amounts ABB actually receives net of deducted or withheld Taxes to equal the full Contract Price. Purchaser shall provide to ABB within one month accurate official receipts from the appropriate governmental authority for deducted or withheld Taxes.
- 11.3. In case payment of invoices by Purchaser is delayed, ABB shall be entitled to charge a late payment charge of 1.5 % (one point five percent) or the maximum permitted by law whichever is less on any amount overdue for payment for each calendar month or fraction thereof and ABB's collection efforts including reasonable attorney fees until payment is received.

12. Delivery Terms

- 12.1. Delivery of the Products shall be Ex works consignor's place pursuant to INCOTERMS 2020.
- 12.2. Delivery of the Products in installments, partial delivery or delivery in advance to the delivery schedule shall be permitted.
- 12.3. Delivery times are approximate and are dependent amongst other on receipt of information required by ABB.
- 12.4. ABB shall retain a lien over the Products until Purchaser has in respect of such Products:
- (a) made payment in full (in cash or cleared funds); and
 - (b) paid all other sums which are or which become due to ABB under the terms of the Contract.
- 12.5. In the event ABB is delayed in performing any of its obligations under the Contract due to any cause not

directly and solely attributable to ABB, ABB shall have the right to an extension of time and compensation for additional cost resulting from such delay.

- 12.6. If any Products cannot be delivered to or received by Purchaser when ready due to any cause not directly attributable to ABB, ABB will notify Purchaser and then may ship Products to a storage facility, including a facility within the place of manufacture, or to an agreed freight forwarder. If ABB places Products in storage or if Products are detained at any port, the delivery of the Products shall be deemed to be completed in accordance with the Contract, and the following conditions shall apply: (i) all risk of loss or damage shall immediately pass to Purchaser if they had not already passed; (ii) any amounts otherwise payable to ABB upon delivery or charges incurred by ABB, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, demurrage, removal and any Taxes, shall be payable by Purchaser upon submission of ABB's invoices; and (iii) when conditions permit and upon payment of all amounts due hereunder, ABB shall resume delivery of Products to the originally agreed point of delivery.
- 12.7. Unless claims for shortages, damage or other errors or deviations of or to the Products are made in writing by Purchaser to ABB within 5 (five) calendar days of delivery, Purchaser shall be deemed to have accepted quantity and quality of the Products delivered by ABB as being in accordance with the Contract.

13. Freight & Insurance:

- 13.1. Purchaser shall arrange for transportation & insurance and all the incidental costs shall be borne by Purchaser.

14. Warranty

- 14.1. ABB warrants that the Products shall be free of defects in title, material and workmanship for a period of 12 (twelve) months from delivery (the "Product Warranty Period").
- 14.2. If the Products do not meet the warranty set forth in Clause 14.1, Purchaser shall promptly, however at the latest within 7 (seven) calendar days after Purchaser became aware or should have become aware thereof, and in any event on or before the expiry of the Product Warranty Period, notify ABB in writing. If Purchaser fails to notify ABB according to the foregoing, it loses its right to have the defect

remedied and to submit any claim related to such defect. Upon timely notification, ABB shall, at ABB's option, repair or replace the defective Products. Purchaser shall bear the costs of access (including removal and replacement of systems, structures or other parts of Purchaser's facility), dismantling, decontamination, reinstallation and transportation of Products to ABB and back to Purchaser.

- 14.3. The warranty period for Products that have been repaired or replaced shall be 6 (six) months from the date when the repaired or replaced part has been placed in service.
- 14.4. Under no circumstances shall the warranty period of any Product or part of such Product, irrespective of whether as originally supplied or as repaired or replaced, extend for a period in excess of 18 (eighteen) months following the date of commencement of the Product Warranty Period of the originally supplied Product.
- 14.5. ABB does not warrant Products (irrespective of whether as originally supplied or as repaired or replaced):
 - 14.5.1. against normal wear and tear;
 - 14.5.2. used in a manner contrary to ABB's instructions, faulty or incorrect installation;
 - 14.5.3. comprising of material provided by or a design specified by Purchaser; or
 - 14.5.4. repaired, maintained, or modified against or otherwise not in compliance with ABB's recommendations or instructions.
- 14.6. For any warranty claim, Purchaser shall have the responsibility to establish that its claim is covered by ABB's warranty.
- 14.7. The warranties specified under this Clause 14 are exclusive and in lieu of all other warranties of quality, quantity and performance, whether written, oral or implied. Any other warranty is hereby disclaimed. The remedies stated herein constitute Purchaser's exclusive remedies and ABB's entire liability for any breach of warranty. ABB does not warrant, neither expressly nor impliedly, the Products' merchantability or fitness for a particular purpose.

15. Limitation of Liability

- 15.1. In no event shall ABB, its suppliers, sub-contractors, employees and Affiliates, be liable for any losses or

damages that are special, indirect, incidental, consequential or punitive, whether in contract, warranty, tort, negligence, strict liability or caused otherwise, including but not limited to, loss of actual or anticipated profits or revenues, loss of data, loss of use of the Products, costs of substitute products, costs of capital, downtime costs, delays and claims of Purchaser's customers or any other third party for any damages.

- 15.2. In no event shall ABB, its suppliers, sub-contractors, employees and Affiliates, be liable for any damage to equipment or property caused by the Products after delivery.
- 15.3. The maximum liability of ABB, its suppliers, sub-contractors, employees and Affiliates, whether in contract, warranty, tort, negligence, strict liability or caused otherwise, with respect to any and all claims connected with the Contract, shall in no case exceed the lesser of the Contract Price or the price allocable to the Products or parts thereof which give rise to the claim.
- 15.4. ABB's liability shall terminate upon the expiration of the applicable warranty period.
- 15.5. The limitation of liability as defined in this Clause 15 shall prevail notwithstanding anything to the contrary in any other provision in the Contract.
- 15.6. If Purchaser is supplying Products to a third party, Purchaser shall require the third party to agree to be bound by this Clause 15. If Purchaser does not obtain such agreement for ABB's benefit, Purchaser shall indemnify, defend and hold ABB harmless from and against any and all claims made by any third party in excess of the limitations and exclusions of this Clause 15.

16. Restriction on export and use of Products

- 16.1. Purchaser acknowledges and agrees that any supply of Products shall be subject to all applicable domestic and/or foreign laws and regulations regarding export control, which shall be applicable to the Contract according to the wording valid at the time. Purchaser shall neither directly nor indirectly export, re-export or import, any supply from or provided by ABB to any jurisdiction for which an import or export license or any other license, permit, consent or approval ("Approval") is required without first obtaining such Approval. Purchaser shall undertake that all third parties receiving such supply from Purchaser comply with this requirement.
- 16.2. The Products are provided on strict condition that:

- (a) the Products are solely for civil use;
- (b) the Products are not to be supplied to any jurisdiction, whether directly or indirectly, or for any application where such supply or application is prohibited by any applicable law or regulation; and
- (c) the Products will not in any way be installed, used or applied in or in connection with the planning, construction, maintenance, operation or use of (i) any nuclear facilities, including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores or research reactors, (ii) any missile technology or chemical or biological weapons or applications, or (iii) flight, navigation or communication of aircraft or aircraft ground support equipment.

16.3. Purchaser must not re-sell nor otherwise supply in whatsoever way Products to any third party of which Purchaser knows or is supposed to know that it intends to use the Products in any way violating Clauses 16.1 and/or 16.2.

16.4. If requested, Purchaser shall provide ABB with an end-user certificate signed by Purchaser's authorized representative, which shall be subject to ABB's reasonable approval, and confirming that the end-user shall comply with Clause 16.2, or any other information requested by ABB. Until it has received such certificate or information, ABB shall be entitled to suspend the performance under the Contract. The end-user certificate shall form part of the Contract, and any breach by Purchaser or any for whom Purchaser is liable (which shall, without limitation, include the end-user) of any of the provisions in Clause 16.2, shall be deemed a material breach of the Contract by Purchaser, and shall entitle ABB to terminate the Contract forthwith by notice to Purchaser. In the event of such termination or otherwise, Purchaser shall compensate ABB for any damage and loss sustained as a result of such breach of the Contract and shall keep ABB, and any of its Affiliates, and their respective officers, directors, and employees indemnified against any claims and liabilities arising out of such breach.

16.5. The Purchaser and its end user must not provide, directly or indirectly, Products and/ or Services provided by ABB to or through certain countries. The current list of these countries is provided herein below:

- i) North Korea
- ii) Crimea
- iii) Iran

- iv) Syria
- v) Cuba
- vi) Russia
- vii) Belarus
- viii) Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine

The Parties acknowledge that the list of these countries may change from time to time and the changes will be informed by ABB.

17. Intellectual Property Rights

17.1. Any patent, software, design, copyright, trademark or other intellectual property right ("IPR") being part of the Products, whether owned or held by limited right, registered or not, is and shall remain the sole and exclusive property of ABB or its Affiliates. Purchaser will not acquire any ownership right or ownership title in such IPR. Purchaser is hereby granted with a non-exclusive, non-transferable, limited license to use the IPR subject to the following: (i) The IPR may be used only in conjunction with equipment specified by ABB; (ii) the IPR shall be kept strictly confidential; (iii) the IPR shall not be copied, reverse engineered, or modified; and (iv) Purchaser's right to use the IPR shall terminate immediately when the specified equipment is no longer used by Purchaser or when otherwise terminated.

17.2. In case Products contain any software owned by a third party, license terms and conditions as determined by such third party governing such software shall prevail over these GTC with regard to their subject. In case such license terms and conditions are not provided to Purchaser by ABB, Purchaser is obliged to ask the third party owning the software contained in the Products for the applicable license terms and conditions. In any case, Purchaser is obliged strictly to comply with such third party license terms and conditions.

17.3. In case Purchaser becomes aware or should have become aware of any claim of infringement or allegation of infringement of third party IPR, Purchaser shall immediately notify ABB in writing thereof, failing which ABB shall have no obligations to indemnify or defend Purchaser against the claim concerned nor any other obligation with regard to such third party IPR infringement.

17.4. Upon receipt of such timely notification by Purchaser, ABB may at its sole discretion decide:

17.4.1. at its own cost to conduct negotiations for the settlement of any claim of

infringement or allegation of infringement and any litigation that may arise therefrom, to defend Purchaser or to indemnify Purchaser. Purchaser shall not make any admission which might be prejudicial to ABB. Purchaser shall, at the request of ABB, provide all reasonable assistance and information to ABB for the purpose of contesting the claim and conducting negotiations and litigation for the settlement thereof, and shall be compensated by ABB for all reasonable costs incurred in so doing;

- 17.4.2. to procure the right to continue use of the Products;
- 17.4.3. to modify the infringing Products to make them non-infringing;
- 17.4.4. to replace the infringing Products with non-infringing functional equivalents; or
- 17.4.5. to remove the infringing Products and refund the purchase price.

17.5. ABB's obligations established in Clause 17.4 shall only apply provided that all of the following conditions (a)–(c) are satisfied.

- (a) The claim arises out of the design, if any, manufacture of the Product or Purchaser's use of the Product.
- (b) The infringement or allegation of infringement was not caused by any use of the Product
 - (i) which is unlawful or in breach of the Contract,
 - (ii) which is other than for the purpose indicated in the Contract or reasonably to be inferred from the Contract,
 - (iii) which is in association or combination with any other product not supplied by ABB, unless such association or combination was disclosed to and approved in writing by ABB prior to the date of the Contract,
 - (iv) which comprises any modifications of or alterations to the Products not approved in writing by ABB prior to the date of the Contract.
- (c) The infringement or allegation of the infringement was not caused by a Product implementing any instructions contrary to or used against ABB's recommendations.

17.6. This Clause 17 states ABB's entire liability for indemnification for third party IPR infringement by the Products.

18. General Indemnity

Purchaser, on behalf of itself and its successors, agrees to save, indemnify and hold harmless ABB against any and all losses, claims, expenses, liabilities, damages and costs whatsoever for: (i) personal injury to or death of any employee of Purchaser or any third party; and (ii) loss or damage to any property of Purchaser or any third party, except in the event such personal injury, death, loss or damage is a direct result of ABB's Gross Negligence.

19. Changes

Each party may at any time propose changes in the schedule or scope of Products in the form of a draft change order. Some changes requested by Purchaser may require analytical or investigative work to evaluate the change, and this evaluation work may be charged to Purchaser at prevailing rates. The parties may mutually agree on the length of time within which a decision shall be made regarding the change. If mutually agreed, the changes will be documented in writing by authorized representatives of each party, along with any applicable adjustments in the Contract Price or schedule. ABB is not obligated to proceed with the changed schedule or scope until both parties agree in writing. Unless otherwise agreed by the parties, pricing for additional work arising from changes in laws, rules and regulations shall be at time and material rates.

20. Force Majeure

Neither party shall be liable for any loss, damage, detention, failure or delay in performing its obligations under the Contract to the extent directly or indirectly caused by or arising from an event of Force Majeure, which shall include but not be limited to acts of God, acts (or failures to act) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), terrorists acts or acts of terrorism, epidemics, civil unrest, riots, acts or omissions by sub-contractors caused by any circumstances referred to in this Clause 20, or other causes beyond its reasonable control. The delivery date shall be extended for a period equal to the time lost by reason of delay plus such additional time as may be reasonably necessary to overcome the effect of the delay. ABB shall be entitled to adjust the Contract Price and to be reimbursed by Purchaser for all costs reasonably incurred due to Force Majeure, including but not limited to costs for securing, protecting and storing the Products.

The Parties are aware of the outbreak of a Coronavirus (commonly known as COVID-19) or any mutation of such virus, the situation related to the tensions between Ukraine and Russia and general shortage of commodity supplies in the market which are or may impact normal business and execution of this Contract. The Parties agree that ABB is entitled to cost compensation, time extension, or other reasonably required contract adjustments, if any consequences resulting out of, or in connection with said events, lead to delays in delivery of Products or provision of Services or otherwise affect ABB's contractual obligations or duties.

21. Confidentiality

21.1. In connection with the Contract, ABB and Purchaser (as to information disclosed, the “Disclosing Party”) may each provide the other party (as to information received, the “Receiving Party”) with Confidential Information. “Confidential Information” means: (i) all pricing for Products; (ii) all terms of the Contract; (iii) all information that is designated in writing as “Confidential” or “Proprietary” by the Disclosing Party at the time of written disclosure; and (iv) all information that is orally designated as “Confidential” or “Proprietary” by the Disclosing Party at the time of oral disclosure and is confirmed by the Receiving Party to be “Confidential” or “Proprietary” in writing within ten calendar days after oral disclosure. The obligations of this Clause 21.1 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its representatives or its Affiliates; (ii) is or becomes available to the Receiving Party, its representatives or Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party, its representatives or Affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process or a government agency; or (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party.

21.2. The Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products; (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know to perform its obligations under the Contract or to use and maintain Products; and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Clause 21.2. Confidential Information shall not be reproduced without the Disclosing Party’s written consent, and the Receiving Party shall return all copies of Confidential Information to the Disclosing Party upon request, except to the extent that the Contract entitles the Receiving Party to retain the Confidential Information. ABB may also retain one copy of

Purchaser’s Confidential Information until all its potential liability under the Contract terminates.

21.3. If either party or any of its representatives or Affiliates is required by law, legal process or government agency to disclose any Confidential Information, that party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of Clause 21.2. In the event that efforts to secure confidential treatment are unsuccessful, ABB may lawfully revise the Confidential Information to make it nonproprietary or to minimize the loss of its proprietary value.

21.4. Purchaser shall not disclose Confidential Information to ABB unless it is required to do so to enable ABB to perform its work under the Contract. If Purchaser does disclose Confidential Information, Purchaser warrants that it has the right to disclose the information, and Purchaser shall indemnify and hold ABB harmless against any claims or damages resulting from improper disclosure by Purchaser.

21.5. As to any individual item of Confidential Information, the restrictions of this Clause 21 shall expire the earlier of 5 (five) years after the date of disclosure or 3 (three) years after termination or expiration of the Contract.

21.6. This Clause 21 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

22. Termination and Suspension

22.1. In case payment of invoices by Purchaser is delayed, ABB shall be entitled to suspend performance and delivery. Any cost incurred by ABB in relation to such suspension (including but not limited to storage costs) shall be paid by Purchaser. The delivery date shall be extended for a period equal to the time lost by reason of suspension plus such additional time as may be reasonably necessary to overcome the effect of the delay.

22.2. ABB shall have the right to require full or partial payment in advance or shall be entitled to suspend or terminate the Contract forthwith by notice:

22.2.1. if Purchaser becomes insolvent, commences proceedings for its winding up, is declared bankrupt, commences arrangement with its creditors or makes an assignment for the benefit of its creditors or

files for protection from creditors under any bankruptcy or insolvency laws;

22.2.2. if any representation or warranty made by Purchaser herein or in any document or certificate furnished by Purchaser in connection herewith proves to be incorrect in any material respect; or

22.2.3. if Purchaser materially fails to comply with any terms of the Contract or if it otherwise is unable to pay the Contract Price as it falls due or if at any time ABB reasonably determines that Purchaser's financial conditions do not justify the continuation of ABB's performance.

22.3. If a delay is caused by Force Majeure and extends for a period of more than 6 (six) months and the parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the Contract Price, then either party upon 30 (thirty) calendar days written notice, may terminate the Contract with respect to the undelivered Products to which title has not passed yet, whereupon Purchaser shall promptly pay ABB its termination charges determined in accordance with ABB's standard accounting practices upon submission of ABB's invoices therefore.

22.4. If ABB terminates the Contract based on the foregoing, Purchaser shall pay ABB for all Products completed or partially completed before the effective date of termination, and ABB shall be entitled to recover any costs, expenses, loss or damage reasonably incurred as a result of such termination, including but not limited to expenses for repossession, fee collection or costs of storage during suspension, the sub-suppliers costs and raw material/ production costs for work in process.

22.5. Purchaser shall have the right to terminate the Contract in case of a material breach of the Contract by ABB, provided that Purchaser has notified ABB immediately in writing of such breach and ABB has failed to cure such breach or to commence to cure such breach within 60 calendar days after receipt of such notification.

22.6. Purchaser shall have the right to terminate the Contract forthwith by notice if ABB becomes insolvent or is declared bankrupt.

23. Liquidated Damages

In case ABB has agreed in writing upon a guaranteed delivery date (hereinafter the "Guaranteed Delivery Date")

and if the actual delivery date is delayed more than 60 (sixty) calendar days beyond the Guaranteed Delivery Date due to causes directly and solely attributable to ABB, ABB shall pay Purchaser as liquidated damages and not as a penalty, a sum equal to 0.5 % (0.5 percent) of that portion of the Contract Price attributable to the delayed Product for each subsequent full week of delay, up to an aggregate maximum of 5 % (five percent) of the Contract Price for all delayed Products. The liquidated damages shall be ABB's sole and exclusive liability for delay.

24. Compliance

24.1. Both Parties will comply with all Applicable Integrity Laws in connection with this Contract. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Contract shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with this Contract. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Contract.

24.2. Each Party represents and warrants that, to the best of its knowledge, at the date of this Contract neither it, nor any of their respective directors or officers are a Restricted Party. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Party.

24.3. If, as a result of (i) Trade Control Laws issued or amended after the date of this Contract, (ii) the Purchaser [or END-USER] becoming a Restricted Party, or (iii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or by any affiliates or third parties engaged in any manner in relation to the Contract becomes illegal or impracticable, ABB shall, as soon as reasonably practicable, give written notice to the Purchaser of its inability to perform or fulfil such obligations. Once such notice has been received by the Purchaser, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the Contract until such time as ABB may lawfully discharge such obligation or unilaterally terminate the Contract in whole or in part from the date specified in the said written notice or from any subsequent date thereafter. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the Contract.

24.4. In the event of suspension or termination as set out above, ABB shall be entitled to payment of this

Contract and any reasonable associated costs necessarily incurred by ABB in regard to such suspension or termination including, but not limited to, all reasonable costs associated with suspending or terminating any subcontract placed or committed for goods or services in connection with this Contract.

- 24.5. The Purchaser represents that end-user is the ultimate end recipient of any items provided under this Contract, that the items are for civil use only and that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any third party or country in violation of Trade Control Laws.
- 24.6. The Purchaser further represents and warrants that the Products and/or Services provided under this Contract shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.
- 24.7. For the avoidance of doubt, no provision in this Contract shall be interpreted or applied in a way that would require any party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.
- 24.8. Purchaser herewith acknowledges and confirms that it has received a copy of ABB's Code of Conduct or is aware how to access the Code of Conduct online. Purchaser agrees to perform its contractual obligations under the Contract with substantially similar standards of ethical behavior.

25. Miscellaneous

- 25.1. Any notice with respect to the Contract shall be made in writing in English and shall be deemed to have been duly given if sent by courier, facsimile or registered letter to the party's address and facsimile number provided in the Contract (or such other address/number as may be notified from time to time). Any notice shall conclusively be deemed to have been received on (i) the next working day in the place to which it is sent, if sent by facsimile, subject to confirmation of uninterrupted transmission by a transmission report, (ii) on the second next working day in the place to which it is sent, if sent by courier,
- or (iii) on the seventh calendar day from the day of posting (or if such day is not a working day in the place to which it is sent, the following working day), if sent by registered letter.
- 25.2. The Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter of the Contract and supersedes all prior agreements and understandings (both written and oral) between the parties relating thereto.
- 25.3. No provisions of the Contract may in any respect be waived or amended, unless such waiver or amendment is made in writing and signed by duly authorized representatives of both parties.
- 25.4. ABB may assign or novate its rights and obligations under the Contract, in part or in whole, to any of its Affiliates without Purchaser's consent and may subcontract portions of the work, so long as ABB remains responsible for it. Purchaser agrees to execute any documents that may be necessary to effect ABB's assignment or novation. The delegation or assignment by Purchaser of any or all of its duties or rights under the Contract without ABB's prior written consent shall be void.
- 25.5. Purchaser shall notify ABB immediately upon any change in the ownership of more than 50 % (fifty percent) of Purchaser's voting rights or in Purchaser's controlling interest. If Purchaser fails to do so or ABB objects to the change, ABB may (a) terminate the Contract, (b) require Purchaser to provide adequate assurance of performance (including but not limited to payment), or (c) put in place special controls regarding ABB's Confidential Information.
- 25.6. In case any one or more of the provisions contained in the Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Contract shall be given effect as if the invalid, illegal or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision if this can be achieved by another provision.
- 25.7. All policies with respect to any insurance maintained by Purchaser relating in any way to the Contract shall waive any right of subrogation of the insurers against ABB.
- 25.8. All laws and regulations referenced in the Contract shall be those in effect as of the effective date of the Contract. In the event of any subsequent revisions or

changes thereto (“Change of Law”), ABB assumes no responsibility for compliance therewith. If a Change of Law has an effect on ABB’s obligations under the Contract, Purchaser shall compensate ABB for all costs and expenses arising out of such Change of Law and the delivery date shall be extended for a period equal to the time lost by reason of the Change of Law.

25.9. Purchaser agrees that it will not use or disclose the name(s) and/or logo(s) of ABB or include in any public announcement, without the prior consent of ABB in writing unless and until such disclosure is required by law or applicable regulation, and then only to the extent of such requirement.

25.10. The following Clauses shall survive termination or cancellation of the Contract: 15,16, 17, 18, 26.

26. Disputes and Applicable Law

26.1. The Contract shall be governed by the substantive laws of India. The Parties in relation to this Contract submit themselves to the exclusive jurisdiction of the courts at Bengaluru, India.

26.2. Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (“Act”), including any statutory modification thereof. The arbitration shall be conducted by three arbitrators, one each to be appointed by ABB and Purchaser and the third to be appointed by both the arbitrators in accordance with the Act. If either of the parties fails to appoint its arbitrator within thirty (30) days after receipt of a notice from the other party invoking the arbitration clause, the appointment of arbitrators shall be in accordance with the provisions of the Act. The decision of the majority of the arbitrators shall be final and binding upon the parties. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be held in Bengaluru, India.