



**WESCO**  
DISTRIBUTION®

5971 PERSHING AVE  
ORLANDO FL 32822

### Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS\\_AND\\_CONDITIONS\\_OF\\_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF OCALA  
1805 NE 30TH AVE BLDG 700  
UTILITY SERVICES W-HSE  
OCALA FL 344704882

Date: 09/10/24  
Branch: 7848  
Project Number: ABB R-MAGS  
Project Name

Quoted To:

Date of Your Inquiry: 09/10/24

When ordering please refer to Quotation Number: 192924

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	1	ABB***MB11240UUNL4KMZ4 / RMAG CIRCUIT BREAKER CUSTOMER PO LINE NO: 1  ***** LEAD TIME 23 WKS  **APPROVAL DWGS 3 WKS**  *****	52454.000	E	52454.00	0.00		02/17/25
43	3	ABB***MB11140LTNL4KMZ4 / RMAG CIRCUIT BREAKER CUSTOMER PO LINE NO: 2  ***** LEAD TIME 23 WKS  **APPROVAL DRWGS 3 WKS**  *****  *****  PRICING IS VALID UNTIL 12/07/2024	40981.000	E	122943.00	0.00		02/17/25
		SUB-TOTAL			175397.00			
		TOTAL			175397.00			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:

**Commercial and Technical Tender**

ABB Negotiation Number: 000-00004219

Equipment: R-MAG® Outdoor Dead Tank Breaker

09/06/2024

This proposal offers the market leading circuit breaker, the ABB R-MAG. ABB's R-MAG has over 20 years of field proven experience and over 30,000 installations. ABB is the only company to offer a full medium voltage portfolio with magnetic actuation, from 15kV to 38kV. The R-MAG is designed to provide the most reliable outdoor breaker in the market, minimizing downtime, improving SAIDI measurements, and significantly decreasing maintenance costs over the lifetime of the product. ABB's R-MAG delivers quantifiable value in the following areas:

**Increased reliability**

- Optimized durability with the ability to achieve 10,000 operations, five times greater than the ANSI requirement, over a temperature range of -50°C to +70°C (-58°F to 158°F)
- Minimized potential points for failure by having only one moving part in the magnetic actuator operating system, as opposed to spring-charged mechanisms that house over 100 moving parts
- Unparalleled performance of internal components
  - ABB magnetic actuator is rated for 100,000 operations for the 15 and 27kV R-MAGs and 50,000 operations for the 38kV R-MAG
  - ABB's world leading vacuum interrupters are rated for 30,000 full load operations

**Reduced O&M**

- NO MAINTENANCE is required on the magnetic actuator, as opposed to spring-charged mechanisms that are dependent on periodic maintenance to ensure proper operation
- Minimal maintenance is required every 2,000 operations, four times the ANSI standard of 500 operations between servicing
- Shorter maintenance times as there are no coils or motors to replace and there is no gas or oil used
- Easy plug and play design of the ED2 electronic control board for rapid replacement in the field

**Warranty**

ABB's R-MAG has over 20 years of proven experience with over 30,000 installations. The R-MAG comes with a 5-year comprehensive warranty and 24 hour / 7 day a week customer service.



## NextGeneration R-MAG cabinet

### New NEMA3R

The new NextGeneration R-MAG cabinet NEMA3R is designed to exceed the traditional NEMA3R rating. This new NEMA3R introduces numerous improvements focused to provide a higher ingress protection against water and dust.

### New NEMA4 cabinet

This new cabinet version introduces a set of dedicated special improvements, as compared to NEMA3R, in some key elements of the housing to withstand the most challenging outdoor environments. The new NEMA 4 housing is ready to withstand sleet, snow, heavy rain, storms and wind-driven rain impacting the housing at rates of more than 60 gal./min. from any direction.

### New Arc Resistant cabinet

The arc-resistant version of the R-MAG® breaker has been tested to internal arc resistance as per IEEE C37.20.7-2017, Type 2B accessibility. The arc-resistant feature provides an additional level of protection to equipment and personnel in the proximity of the arc-resistant R-MAG breaker. The specially designed enclosure withstands the mechanical and thermal stress of an arc fault and releases the gases through the specially designed chimneys.



ABB is ready to support this proposal with technical application experts, spare parts, training, and support services to ensure the ease of installation and the reduction of the total cost of ownership. Thank you in advance for considering this proposal. Please do not hesitate to contact ABB with any questions.



## Commercial and Technical Tender

**ABB Inc.**

655 Century Point  
Lake Mary, FL 32746  
Tel: 407-732-2000

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**Date:** 09/06/2024

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**Tender ID:** 000-00004219

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**Account  
manager:**

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**Valid through:** 12/07/2024

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**Specifications:**

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**Revision:** A

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**Prepared for:**

WESCO #7848 ORLANDO  
5971 PERSHING AVE  
ORLANDO, FL 32822  
US

**Bill of Material(s)**

<b>Item #</b>	<b>Qty</b>	<b>Description</b>
<b>1</b>	<b>1</b>	<b>Circuit Breaker, Medium Voltage, ANSI Outdoor Vacuum, R-MAG, MB11240UUNL4KMZ4</b>  Types Rating: MB1114 - 15.5 kV 2000 A 110 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO Voltage: 15.5 kV BIL: 110 kV BIL Interrupting Current: 25 kA
<b>2</b>	<b>3</b>	<b>Circuit Breaker, Medium Voltage, ANSI Outdoor Vacuum, R-MAG, MB11140LTNL4KMZ4</b>  Types Rating: MB1114 - 15.5 kV 1250 A 110 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO Voltage: 15.5 kV BIL: 110 kV BIL Interrupting Current: 25 kA Legacy Material Number: 1VAS002275-0001

# Technical Data Sheet



Item Number : 1  
 ABB Product ID : MB11240UUNL4KMZ4

Quote No: 000-00004219  
 Modified User: HERNANDEZ,  
 Eduardo CASTRO

Type	R-MAG - Outdoor Dead Tank Vacuum Magnetic Circuit Breaker
Types Rating	MB1124 - 15.5 kV 2000 A 110 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO
Voltage	15.5 kV
BIL	110 kV BIL
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	0 - (1) 20 deck snap action rotory switch. Normally this should provide 6 'a' and 6 'b' field adjustable contacts.
CTs 1-3-5	U - 2 Sets 2000/5 C400 TR 2.00(4.76') 2 sets of 2000/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
CTs 2-4-6	U - 2 Sets 2000/5 C400 TR 2.00(4.76') 2 sets of 2000/5 C400 Bushing Current Transformers on bushings 2-4-6. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
Enclosure Material	N - NextGeneration R-MAG Cabinet (15kV, 1200A). Review details of NextGeneration cabinet in this quote's introduction section
High Voltage Door	HV Cover Mid size Cabinet

BCT Shorting Type	Special BCT shorting type terminal blocks.
WILD_CARD	Special BCT shorting type terminal blocks - QTY 12 403A130H03 TERM BLOCK,6 PT PENN-UNION #6006-SC
BCT Wiring	#12 AWG wire. All taps wired to terminal blocks.
ED2.0 board	L - 20.4-52.8 VAC or 16.8-75 VDC Low Voltage Board (15.5 kV)
Control Voltage	4 - 48 VDC Operating Voltage
Circuit Protection	K - Fused knife switches provided for control circuits
Bushing Type	Standard Bushing (15.5 kV, 1200 A, 110 kVBIL) Six ANSI-70 gray Porcelain Bushings. Standard creepage: 17.50in. (445 mm) - 12 THDS copper stud bushing.
Bushing Terminal Connectors	4 - Stud to 4-hole NEMA pad connectors
Control Type	M - Relay (Microprocessor)
WILD_CARD	Special relay - 0351A0H2X2E52X1, NO SUBSTITUTIONS.
Panel Configuration	Z - Special panel
Control Wiring	#12 AWG; Control Wire as required
Control Wiring Lugs	Uninsulated control wiring lugs provided

Control Terminal Blocks	Special terminal blocks as required Due to global Supply Chain crisis, the terminal blocks used in final production may vary as per availability of Marathon, Magnum or GE terminal blocks. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally assigned terminal blocks.
WILD_CARD	Special control terminal blocks - qty 10 628A378H18 TERMINAL BLOCK PENN-UNION #6012 12-PT
Heaters	(2) 120 VAC, 375 Watt heaters provided; one for the low voltage compartment and one for the high voltage compartment.
Local/Remote Switch	No local/remote switch provided
Test Switches	Special test switch
WILD_CARD	Special test switch - FT1SW (FT1-252) 1586C42G36
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required
Control Switch	Special control switch
WILD_CARD	Special control switch - General Electric Type 16SB1B14X2 628A645H07
Legacy Material	No
Special Final Assembly	Special Final Assembly None



Seismic Option and Wind Load	No Seismic qualification is being provided
Shipping Special	Special Shipping Requirements No
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet
Dynamic Accessories	ED2.0 Capacitor discharge switch
Dynamic Accessories	Device Nameplates
Dynamic Accessories	External bushing identification stickers on roof
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet
Dynamic Accessories	Ground Clamps (#4 - 4/0)
WILD_CARD	Special Accessory 1 - 12A09920H01 LAMP LED GREEN MRL48DLG-MPLLGN 48VDC
WILD_CARD	Special Accessory 2 - 12A09919H01 LAMP LED RED MRL48DLR-MPLLRD 48VDC
WILD_CARD	Special Accessory 3 - 628A645H64 GE SB1 SW.#16SB1EB304SSM2K AUTO/MAN
WILD_CARD	Special Accessory 4 - Special panel SEL 351, ABB Ft-1 switch, CS Switch, LR switch
WILD_CARD	Special Accessory 5 - Similar to 1VAS001301-0001

Termination Count	Termination Count 500-750
CT Count	CT Count - 12 CT's
Capacitors Count	2 capacitors

**ABB Internal Order Entry Information:**

CID Code: 9AAC30400486  
Source Location Code: 9AAE324912  
Manufacturing: 3407, Mexico - San Luis  
Potosi

# Technical Data Sheet



Item Number : 2  
 ABB Product ID : MB11140LTNL4KMZ4

Quote No: 000-00004219  
 Modified User: HERNANDEZ,  
 Eduardo CASTRO

Type	R-MAG - Outdoor Dead Tank Vacuum Magnetic Circuit Breaker
Types Rating	MB1114 - 15.5 kV 1250 A 110 kV BIL 25 kA Operating duty: O-0.3s-CO-3min-CO
Voltage	15.5 kV
BIL	110 kV BIL
Interrupting Current	25 kA
Power Frequency	60 Hz
Auxiliary Switches	0 - (1) 20 deck snap action rotory switch. Normally this should provide 6 'a' and 6 'b' field adjustable contacts.
CTs 1-3-5	L - 1 Set 1200/5 C400 TR 2.00 (4.12') 1 set of 1200/5 C400 Bushing Current Transformers on bushings 1-3-5. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
CTs 2-4-6	T - 1 Set 2000/5 C400 TR 2.00(2.38') 1 set of 2000/5 C400 Bushing Current Transformers on bushings 2-4-6. Thermal Rating Factor @ 30°C: 2.00. Full Winding Metering Class: 0.3B1.8.
Enclosure Material	N - NextGeneration R-MAG Cabinet (15kV, 1200A). Review details of NextGeneration cabinet in this quote's introduction section
High Voltage Door	HV Cover Small Cabinet
High Voltage Door	HV Door Mid size Cabinet

BCT Shorting Type	Special BCT shorting type terminal blocks.
WILD_CARD	Special BCT shorting type terminal blocks - One lot of Teledyne/Penn-Union terminal blocks (Cat. No. 6006-SC for current transformer) NO SUBSTITUTIONS, 403A130H03
BCT Wiring	#12 AWG wire. All taps wired to terminal blocks.
ED2.0 board	L - 20.4-52.8 VAC or 16.8-75 VDC Low Voltage Board (15.5 kV)
Control Voltage	4 - 48 VDC Operating Voltage
Circuit Protection	K - Fused knife switches provided for control circuits
Bushing Type	Standard Bushing (15.5 kV, 1200 A, 110 kVBIL) Six ANSI-70 gray Porcelain Bushings. Standard creepage: 17.50in. (445 mm) - 12 THDS copper stud bushing.
Bushing Terminal Connectors	4 - Stud to 4-hole NEMA pad connectors
Control Type	M - Relay (Microprocessor)
WILD_CARD	Special relay - Special relay - SEL351A 125VDC W/INPUT 125VDC PN 0351A0H2X3E54X1
Panel Configuration	Z - Special panel
Control Wiring	#14 AWG; Control Wire as required
Control Wiring Lugs	Uninsulated control wiring lugs provided

Control Terminal Blocks	Special terminal blocks as required Due to global Supply Chain crisis, the terminal blocks used in final production may vary as per availability of Marathon, Magnum or GE terminal blocks. Technical parameters of alternate terminal blocks match/exceed the parameters of the originally assigned terminal blocks.
WILD_CARD	Special control terminal blocks - One lot of Teledyne/Penn-Union terminal blocks CAt 6012 for controls), NO SUBSTITUTIONS, 628A378H18
Heaters	(2) 240 VAC, 375 Watt heaters provided; one for the low voltage compartment and one for the high voltage compartment.
Local/Remote Switch	No local/remote switch provided
Test Switches	Special test switch
WILD_CARD	Special test switch - 1586C42G36 FT1SW (FT1-252)
Digital Meters	No digital meters provided
Thermostats	(1) Standard thermostat included. Operating Range: 70°F to 80°F
Wire Markers	Brady wire marker sleeves as required
Control Switch	Special control switch
WILD_CARD	Special control switch - SWITCH TYPE SB1 GE #16SB1B14X2
Legacy Material	Yes
Legacy Material Number	1VAS002275-0001

Special Final Assembly	Special Final Assembly None
Seismic Option and Wind Load	No Seismic qualificatoin is being provided
Shipping Special	Special Shipping Requirements No
Dynamic Accessories	120 VAC relay cabinet light mounted inside relay control cabinet
Dynamic Accessories	ED2.0 Capacitor discharge switch
Dynamic Accessories	Device Nameplates
Dynamic Accessories	External bushing identification stickers on roof
Dynamic Accessories	120 VAC, 1 phase GFI utility outlet mounted inside the relay control cabinet
Dynamic Accessories	Ground Clamps (#4 - 4/0)
WILD_CARD	Special Accessory 1 - BURNDY 12-10 WIRE 4-6 STUD YAV10-T7 NON
WILD_CARD	Special Accessory 2 - BURNDY #YAV10-L36 12-10 STRD WIRE #8-10
WILD_CARD	Special Accessory 3 - BURNDY #YAV10 12-10 #8-10 STUD NON - INS
WILD_CARD	Special Accessory 4 - Two LED indicating lamps, complete with resistor for 125 Vdc. One red lens (left) for OCB "close" position indication and one green lens (right) for OCB "open" position indication. G.E. Co. Type ET-16, or approved equal.

WILD_CARD	Special Accessory 5 - One re-closing relay "auto-off-manual" switch, General Electric Type 16SB1EB304SSM2K, NOSUBSTITUTIONS
Termination Count	Termination Count 500-750
CT Count	CT Count - 6 CT's
Capacitors Count	2 capacitors

**ABB Internal Order Entry Information:**

CID Code: 9AAC30400486  
Source Location Code: 9AAE324912  
Manufacturing: 3407, Mexico - San Luis Potosi

# Part Number Mapping

## SEL-351A Protection System

Part Number		0	3	5	1	A	0	H	2	X	2	E	5	2	X	1
Category	Selection	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Firmware	Standard						0									
Chassis and Mounting	2U Horizontal Rack Mount							H								
User Interface	Standard Interface including USB								2							
Power Supply	24/48 Vdc										2					
Communications Interface	Two 10/100BASE-T, EIA-485											E				
Secondary Input Current	5 A Phase, 5 A Neutral												5			
Control Input Voltage	48 Vdc													2		
Conformal Coat	No														X	



Part Number		0	3	5	1	A	0	H	2	X	2	E	5	2	X	1
Category	Selection	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Communications Protocols	Standard Protocols															1

# Part Number Mapping

## SEL-351A Protection System

Part Number		0	3	5	1	A	0	H	2	X	3	E	5	4	X	1
Category	Selection	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Firmware	Standard						0									
Chassis and Mounting	2U Horizontal Rack Mount							H								
User Interface	Standard Interface including USB								2							
Power Supply	48/125 Vdc or 120 Vac										3					
Communications Interface	Two 10/100BASE-T, EIA-485											E				
Secondary Input Current	5 A Phase, 5 A Neutral												5			
Control Input Voltage	125 Vdc													4		
Conformal Coat	No														X	

Part Number		0	3	5	1	A	0	H	2	X	3	E	5	4	X	1
Category	Selection	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Communications Protocols	Standard Protocols															1



## Clarifications

ABB provides quotation based on the specifications provided by WESCO #7848 ORLANDO.

1.-SEL relays proposed on this quote must be approved by customer

## Revision History

Rev #	Date	Description of Change	Handled By

## Shipment Schedule

Contract drawings, information submittals, manufacturing, and shipment schedules will follow the outline below and is contingent on customer approval in the time frame indicated:

- I. Orders with Drawing Approval
  - Approval Drawings – 3 weeks after receipt of ABB approved order
  - Customer drawing approval time – 2 weeks to keep order timeline on schedule
  - Product ready for shipment – 16 weeks after return of all approval drawings with customer release for manufacture
  - Delivery – 1-2 weeks
  - Total lead time: 23 weeks
- II. Orders with existing bill of material, no bill of material changes and no approval drawings (duplicate orders)
  - Manufacturing time – 16 weeks after receipt of ABB approved order
  - Delivery – 1-2 weeks
  - Total lead time: 18 weeks

All customer provided data and requirement must be finalized at the time of purchase order placement. Revision to contract requirements may result in schedule changes and delays. All lead-times are subject to change based on prior sales and loaded factory capacity, please contact factory for actual lead-times at time of order placement.



### Example R-MAG Cost Savings

#### Operating mechanism maintenance cost savings

	Mechanism type		
	Spring charged <sup>1</sup>		Magnetic actuator
Estimated service life (years) <sup>2</sup>	30		30
Number of years between maintenance	5	10	Not applicable
Labor cost per hour	\$ 239.00	\$ 239.00	Not applicable
Switching time (hrs.)	2 hrs.	2 hrs.	Not applicable
# of workers required for switching	2 workers	2 workers	Not applicable
<b>Cost of Switching</b>	<b>\$ 956.00</b>	<b>\$ 956.00</b>	Not applicable
Time to complete maintenance (hrs.)	2 hrs.	2 hrs.	Not applicable
# of workers required for maintenance	2 workers	2 workers	Not applicable
<b>Cost of Maintenance</b>	<b>\$ 956.00</b>	<b>\$ 956.00</b>	Not applicable
<b>Cost per maintenance event</b>	<b>\$ 1,912.00</b>	<b>\$ 1,912.00</b>	Not applicable
<b>Lifetime maintenance costs</b>	<b>\$ 11,472.00</b>	<b>\$ 5,736.00</b>	<b>\$ 0.00</b>

**Lifetime operating mechanism maintenance cost savings, up to \$11,472.00**

#### General breaker maintenance costs

	Mechanism type		
	Spring charged <sup>1</sup>		Magnetic actuator
Estimated service life (years) <sup>2</sup>	30		30
Number of years between maintenance	5	10	10
Labor cost per hour	\$ 239.00	\$ 239.00	\$ 239.00
Time to complete maintenance (hrs.)	1 hr.	1 hr.	1 hr.
# of workers required for maintenance	1 worker	1 worker	1 worker
<b>Cost per maintenance event</b>	<b>\$ 239.00</b>	<b>\$ 239.00</b>	<b>\$ 239.00</b>
<b>Lifetime maintenance costs</b>	<b>\$ 1,434.00</b>	<b>\$ 717.00</b>	<b>\$ 717.00</b>

**Lifetime general maintenance cost savings, up to \$717.00**



## ED2.0 electronic control board cost savings

	Mechanism type		
	Spring charged <sup>1</sup> Replacement of coil/motor	Magnetic actuator Replacement of ED2.0	
<b>Estimated service life (years)<sup>2</sup></b>	<b>30</b>	<b>30</b>	
<b>Number of years between maintenance</b>	<b>5</b>	<b>10</b>	<b>15</b>
Labor cost per hour	\$ 239.00	\$ 239.00	\$ 239.00
Time to complete maintenance (hrs.)	4 hrs.	4 hrs.	1.5 hrs.
# of workers required for maintenance	2 workers	2 workers	1 worker
<b>Cost per maintenance event</b>	<b>\$ 1,912.00</b>	<b>\$ 1,912.00</b>	<b>\$ 358.50</b>
<b>Lifetime maintenance costs</b>	<b>\$ 11,472.00</b>	<b>\$ 5,736.00</b>	<b>\$ 717.00</b>

**Lifetime ED2.0 change-out cost savings up to \$10,755.00**

<sup>1</sup>The values used for the spring charged mechanism breaker referred to in the 'Example R-MAG Cost Savings' are based on ABB's R-MEC breaker that utilizes a spring charged mechanism.

<sup>2</sup>The Estimated Service Life refers to the normally observed useful service life for a product. The estimated service life will vary based on the environment, maintenance and usage of the breaker; ABB offers a standard 5year limited warranty for its R-MAG product line.

## PPI Indexes

BLS Series ID	Description
PCU335313335313A	PPI industry data for Switchgear and switchboard apparatus mfg-Switchgear, excluding ducts and relays

BLS Series ID	Description
PCU335313335313	PPI industry data for Switchgear and switchboard apparatus mfg

In case that the delivery requested by the customer is greater than 6 months from the date of the Purchase Order, price recalculation will be for each separate LOT/delivery in time of actual Release for Manufacturing for that LOT/delivery. The adjustment will be calculated according to the following formula:

$$P_1 = P_0 \left( 1 + \frac{PPI_1 - PPI_0}{PPI_0} \right) = \text{new price in absolute value}$$

Where:  $PPI_0$  = PPI month of Order

$PPI_1$  = PPI month of actual Release for Manufacturing

$P_1$  = new price

$P_0$  = original price

PPI Index: <https://data.bls.gov/pdq/querytool.jsp?survey=pc>

## US TERMS AND CONDITIONS OF SALE

### General Policies and Conditions

1. This Proposal is offered subject to the following: 1) attached TERMS AND CONDITIONS OF SALE, 2) an executed Master Supply Agreement ("MSA"), and 3) ABB Inc.'s current general Terms and Condition of Sale. Any conflict among the documents comprising the terms of this Proposal shall be resolved in accordance with the following order of precedence: (i) an executed MSA incorporating the following Terms and Conditions of Sale (ii) attached TERMS AND CONDITIONS OF SALE incorporating ABB General Terms and Conditions of Sale (iii) or ABB General Terms and Conditions of Sale. Non-ABB pre-printed PO terms have no force and/or effect and are hereby rejected by ABB Inc.
2. Buyer represents and warrants that there are no federal, state, or local (collectively "Governmental") contracting provisions, regulations, flow-downs, or requirements that apply to this transaction, including without limitation any Governmental domestic preference or prevailing wage, other than such terms that have been disclosed and agreed to by Seller in writing. Buyer assumes sole responsibility for any costs associated with non-compliance of terms not agreed by Seller in writing. Unless expressly provided in writing, Seller makes no representation that the quoted product(s) or service(s) comply with any Governmental contracting provisions and regulations.
3. This quotation expires in 30 calendar days unless terminated sooner by notice. Prices do not include federal, state, or local taxes of any kind.
4. Orders not requiring engineered drawings for approval must be released by Buyer for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved by Buyer for release within 60 days of mailing. If not, ABB reserves the right to reprice based off current market values.
5. Net 30 days from the date of invoice or per Master Service Agreement with customer
6. Check with local ABB Factories for minimum order value requirements.

### Warranty

1. The warranty for products shall expire one (1) year from date of installation or eighteen (18) months after date of shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. Some products may have longer warranties. Please see product specific-bulletins or speak with an ABB representative for further information. "R-Mag is warranted for a period of 5 years from manufacturing date."
2. All warranty claim remedies are provided under the General Terms and Conditions of Sale, or any applicable MSA, whichever is applicable between the parties.

### Order Cancellation – Schedule of Charges

1. 10% - Order received.
2. 30% - Drawings for approval submitted, if required.
3. 50% - Revisions to approval drawings submitted, if required.
4. 75% - Order cancellation if:
  - a. Order is released for manufacturing by the customer, engineered designs which require drawing approvals.
  - b. Orders acknowledgment by the factory for products not requiring drawing approvals.
5. 100% - Production started.

### Delivery and Transportation

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title and risk of loss passes upon shipment. DAP transportation applies for products shipped from ABB's Italy, Germany, or Poland factories. Please contact a local ABB representative for additional details.
2. Unless otherwise noted in this quotation, normal transportation and handling is allowed to common carrier point nearest destination within the Contiguous US (excluding Alaska and Hawaii).
3. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
4. Special Instruction - The Receiving Associate is required to sign, date, and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date, and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

### Other Notes

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.
4. On the day the Purchase Order is received, the prices are subject to adjustment if the cost of labor, transportation, or materials has increased by more than 2% since the date of bid submission or last price adjustment based on appropriate local official labor, transportation, or materials index. In such case ABB reserves the right to adjust the price to include the respective increase.
5. Changes after order entry related to engineering, drawings, or parts could be subject to additional charges and may impact shipment schedule. All customer provided data and requirements must be finalized at the time of purchase order placement.
6. The Estimated Lead-Times contained in this proposal are for estimating purposes only. These lead-times reflect the estimated time to manufacture our products from the order release date until the factory shipment date. Our lead-times are shown in terms of working days, which do not include weekends, factory holidays, nor factory shutdowns. Our published lead-times do not include approval drawing cycle, factory witness testing, or jobsite transit time. The actual lead-times are subject to change at any time and depend on factory loading, scheduled plant shutdowns, and job size. Please contact your ABB sales representative if firm lead-times are needed and they can work on your behalf to obtain pre-negotiated engineering/manufacturing slots as necessary.



**Schedule 1: ABB Inc. GENERAL TERMS AND CONDITIONS OF SALE**

**1. General.**

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

**2. Prices.**

- (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.
- (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.
- (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
- (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

**3. Payment.**

- (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.
- (b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
- (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

**4. Changes.**

- (a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
- (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be

relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

**5. Delivery.**

- (a) All Equipment manufactured, assembled, or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.
- (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.
- (c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.
- (d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

**6. Title & Risk of Loss.**

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

**7. Inspection, Testing and Acceptance.**

- (a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.
- (b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.
- (c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

**8. Warranties and Remedies.**

- (a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
- (b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.
- (c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment,





or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

#### 9. Intellectual Property Indemnification.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

#### 10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

#### 11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

#### 12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

#### 13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

#### 14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

#### 15. Intellectual Property, Inventions and Information.

"Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the



medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(a) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

#### 16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

#### 17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

#### 18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

#### 19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order by ABB without liability for damages of any kind resulting from such cancellation acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

#### 20. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

#### 21. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

#### 22. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

#### 23. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.



- (i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

**24. Confidentiality.**

(a) 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 in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

**25. Non-Survival.**

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

**26. Entire Agreement.**

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

**27. US Government Contracts.**

(a) This Article 27 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

**28. Data Protection.**

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guide-lines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

24. **PUBLIC RECORDS.** ABB shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, ABB shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if ABB does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of ABB or keep and maintain public records required by the public agency to perform the service. If ABB transfers all public records to the public agency upon completion of the contract, ABB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ABB keeps and maintains public records upon completion of the contract, ABB shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF ABB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ABB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

25. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.