

ABB Finance (USA) Inc.
 Form 424B2
 March 28, 2018

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[TABLE OF CONTENTS](#)

[TABLE OF CONTENTS](#)

Title of each Class of Securities to be Registered	Amount to be Registered	Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Amount of Registration Fee(1)
2.800% Notes due 2020	\$ 300,000,000	99.936%	\$ 299,808,000	\$ 37,327
3.375% Notes due 2023	\$ 450,000,000	99.932%	\$ 449,694,000	\$ 55,987
3.800% Notes due 2028	\$ 750,000,000	100.000%	\$ 750,000,000	\$ 93,375
Total				\$ 186,689

(1) Calculated in accordance with Rules 456(b) and 457(r) of the Securities Act of 1933, as amended.

PROSPECTUS SUPPLEMENT
(To Prospectus dated March 26, 2018)**ABB FINANCE (USA) INC.****\$300,000,000 2.800% Notes due 2020****\$450,000,000 3.375% Notes due 2023****\$750,000,000 3.800% Notes due 2028****Guaranteed as to the Payment of Principal, Premium, if any, and Interest by****ABB Ltd**

ABB Finance (USA) Inc. ("ABB Finance") is offering three new series of notes consisting of \$300,000,000 aggregate principal amount of 2.800% notes due 2020 (the "2020 notes"), \$450,000,000 aggregate principal amount of 3.375% notes due 2023 (the "2023 notes") and \$750,000,000 aggregate principal amount of 3.800% notes due 2028 (the "2028 notes" and, together with the 2020 notes and the 2023 notes, the "notes"). ABB Finance will pay interest on each series of notes on April 3 and October 3 of each year, beginning on October 3, 2018. The 2020 notes will mature on April 3, 2020, the 2023 notes will mature on April 3, 2023 and the 2028 notes will mature on April 3, 2028, in each case unless redeemed by ABB Finance as described below. Payment of principal, premium, if any, and interest in respect of the notes will be fully and unconditionally guaranteed by ABB Ltd.

ABB Finance may redeem the notes of the applicable series at any time prior to April 3, 2020 (their maturity date), in the case of the 2020 notes, March 3, 2023 (one month prior to their maturity date), in the case of the 2023 notes and January 3, 2028 (three months prior to their maturity date), in the case of the 2028 notes, in whole or in part, at any time at a redemption price equal to the greater of (1) 100% of the principal amount of the notes to be redeemed and (2) the Make Whole Amount described herein, plus, in each case, unpaid interest accrued to, but excluding, the redemption date. On or after March 3, 2023 (one month prior to their maturity date), in the case of the 2023 notes and January 3, 2028 (three months prior to their maturity date), in the case of the 2028 notes, ABB Finance may also redeem the notes of the applicable series, in whole or in part, at any time at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus unpaid interest accrued to, but excluding, the redemption date. In addition, ABB Finance may also redeem the notes of any series, in whole but not in part, at any time at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus unpaid interest accrued to, but excluding, the redemption date upon the occurrence of certain tax events described in this prospectus supplement.

Investing in the notes involves risks. See "Risk Factors" beginning on page 3 of the accompanying prospectus and S-6 of this prospectus supplement, as well as "Item 3. Key Information Risk Factors" in ABB Ltd's most recent Annual Report on Form 20-F, for a discussion of certain factors you should consider before making a decision to invest in the notes.

	Per 2020		Per 2023		Per 2028	
	Note	Total	Note	Total	Note	Total
Public offering price(1)	99.936%	\$299,808,000	99.932%	\$449,694,000	100.000%	\$750,000,000

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Underwriting discount	0.200%	\$600,000	0.350%	\$1,575,000	0.450%	\$3,375,000
Proceeds, before expenses, to ABB Finance(1)	99.736%	\$299,208,000	99.582%	\$448,119,000	99.550%	\$746,625,000

(1) Plus interest accrued from and including April 3, 2018 if settlement occurs after that date.

None of the Securities and Exchange Commission (the "SEC"), any state securities commission or any other regulatory body has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the notes in book-entry form through the facilities of The Depository Trust Company and its participants, including Euroclear Bank S.A./N.V. and Clearstream Banking S.A. against payment in New York, New York, on or about April 3, 2018.

Joint Book-Running Managers

Citigroup

Credit Suisse

J.P. Morgan

Co-Managers

Barclays

HSBC

Morgan Stanley

The date of this prospectus supplement is March 26, 2018.

Table of Contents

TABLE OF CONTENTS

PROSPECTUS SUPPLEMENT

	Page
<u>INCORPORATION OF CERTAIN INFORMATION BY REFERENCE</u>	S-ii
<u>CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS</u>	S-iii
<u>SUMMARY</u>	S-1
<u>THE OFFERING</u>	S-2
<u>RISK FACTORS</u>	S-6
<u>USE OF PROCEEDS</u>	S-10
<u>CAPITALIZATION</u>	S-11
<u>DESCRIPTION OF NOTES AND GUARANTEE</u>	S-12
<u>CLEARANCE AND SETTLEMENT</u>	S-18
<u>TAXATION</u>	S-19
<u>UNDERWRITING</u>	S-27
<u>LEGAL MATTERS</u>	S-33
<u>EXPERTS</u>	S-33

PROSPECTUS

	Page
<u>ABOUT THIS PROSPECTUS</u>	1
<u>ABB FINANCE (USA) INC.</u>	1
<u>ABB LTD</u>	2
<u>RISK FACTORS</u>	3
<u>FORWARD-LOOKING STATEMENTS</u>	4
<u>USE OF PROCEEDS</u>	5
<u>DESCRIPTION OF DEBT SECURITIES</u>	6
<u>LEGAL OWNERSHIP</u>	22
<u>CLEARANCE AND SETTLEMENT</u>	25
<u>TAX CONSIDERATIONS</u>	29
<u>PLAN OF DISTRIBUTION</u>	30
<u>ENFORCEABILITY OF CERTAIN CIVIL LIABILITIES</u>	31
<u>LEGAL MATTERS</u>	32
<u>EXPERTS</u>	33
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	34
<u>INCORPORATION OF CERTAIN INFORMATION BY REFERENCE</u>	35

We have not, and the underwriters have not, authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus supplement and the accompanying prospectus or any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the underwriters are not, making an offer of these securities in any jurisdiction where, or to whom, the offer or sale is not permitted. You should not assume that the information appearing in this prospectus supplement and the accompanying prospectus, as well as information in documents incorporated by reference, is accurate as of any date other than the date on the front of these documents. Our business, financial condition, liquidity, results of operations and prospects may have changed after those dates.

Table of Contents

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to "incorporate by reference" information that we file with the SEC into this prospectus supplement and the accompanying prospectus. This means that we can disclose important information to you by referring to another document. Any document (or part of it) referred to in this way is considered part of this prospectus supplement and the accompanying prospectus from the date that we file that document, as long as that document is filed prior to the termination of this offering. We incorporate by reference into this prospectus supplement and the accompanying prospectus the following documents or information:

ABB Ltd's Annual Report on Form 20-F for the year ended December 31, 2017, as filed with the SEC on February 23, 2018, as amended by Amendment No. 1 on Form 20-F/A, as filed with the SEC on March 9, 2018;

ABB Ltd's Reports on Form 6-K, as filed with or furnished to the SEC on January 11, 2018, February 8, 2018, February 28, 2018 and March 9, 2018; and

All subsequent annual reports on Form 20-F that ABB Ltd files with the SEC under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as well as any report on Form 6-K filed with or furnished to the SEC to the extent the Form 6-K expressly states that it is being incorporated by reference in this prospectus supplement and the accompanying prospectus, in each case, prior to the termination of this offering.

Any statement contained in this prospectus supplement, the accompanying prospectus or a document incorporated or deemed incorporated by reference into this prospectus supplement and the accompanying prospectus will be deemed to be modified or superseded to the extent that a statement contained in any subsequently filed document which also is or is deemed to be incorporated by reference in this prospectus supplement and the accompanying prospectus modifies or supersedes that statement. Any statement that is modified or superseded in this manner will no longer be a part of this prospectus supplement or the accompanying prospectus, except as modified or superseded.

We will provide without charge to each person, including any beneficial owner, to whom this prospectus supplement and the accompanying prospectus is delivered, upon his or her written request, a copy of any or all documents referred to above which have been incorporated by reference into this prospectus supplement and the accompanying prospectus.

You may request a copy of these filings, excluding any exhibits thereto, at no cost, by writing or telephoning us at:

ABB Finance (USA) Inc.
305 Gregson Drive
Cary, North Carolina 27511
Telephone: (901) 252-5843

Table of Contents

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Various statements in or incorporated by reference in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein or therein are intended to constitute "forward looking statements" under the U.S. federal securities laws. Words such as "believes," "estimates," "anticipates," "expects," "intends," "may," "will," or "should" or, in each case, their negative, or other variations or comparable terminology, are used to identify these forward looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict.

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. We caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity, and the development of the countries and industries in which we operate, may differ materially from those described in or suggested by the forward-looking statements contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. In addition, even if our results of operations, financial condition and liquidity, and the development of the countries and industries in which we operate, are consistent with the forward looking statements contained or incorporated by reference in this prospectus supplement and the accompanying prospectus, those results or developments may not be indicative of results or developments in subsequent periods. Information regarding important factors that could cause actual results to differ materially from those in our forward-looking statements is contained under "Forward Looking Statements" and "Item 3. Key Information Risk Factors" in our Annual Report on Form 20-F for the year ended December 31, 2017, which is incorporated by reference in this prospectus supplement and the accompanying prospectus (and in any of our subsequent reports on Form 6-K that are so incorporated).

Table of Contents

SUMMARY

This summary does not contain all of the information that is important to you. You should read carefully the entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein and therein before making a decision to invest in the notes.

In this prospectus supplement, unless otherwise indicated or the context otherwise requires, (i) the term "ABB Finance" refers to ABB Finance (USA) Inc., a Delaware corporation, (ii) the terms "ABB Group," "ABB," "we", "our" and "us" refer to ABB Ltd and its consolidated subsidiaries, including ABB Finance, as well as to ABB Asea Brown Boveri Ltd and its subsidiaries prior to the establishment of ABB Ltd as the holding company for the entire ABB Group in 1999, and (iii) the term "ABB Ltd" refers to ABB Ltd, ABB Finance's indirect parent, and not to ABB Ltd's subsidiaries or other affiliates.

ABB FINANCE

ABB Finance, a Delaware corporation, is an indirect, wholly owned finance subsidiary of ABB Ltd. ABB Finance has no assets, operations, revenues or cash flows other than those related to the issuance, administration and repayment of the notes being offered hereby and any other securities issued by it that are guaranteed by ABB Ltd. ABB Finance's principal corporate offices are located at 305 Gregson Drive, Cary, North Carolina 27511, and its telephone number is (901) 252-5843.

ABB LTD

ABB Ltd is the parent company of the ABB Group, which is a pioneering technology leader in electrification products, robotics and motion, industrial automation and power grids serving customers in utilities, industry and transport & infrastructure globally. Continuing more than a 125-year history of innovation, ABB today is at the forefront of the industrial digitalization and driving the Energy and Fourth Industrial Revolutions. Our business is international in scope and we generate revenues in numerous currencies. We operate in approximately 100 countries across three regions: Europe, the Americas, and Asia, Middle East and Africa. We manage our business based on a divisional structure, comprised of four divisions: Electrification Products, Robotics and Motion, Industrial Automation and Power Grids.

ABB Ltd's principal corporate offices are located at Affolternstrasse 44, CH-8050 Zurich, Switzerland, and its telephone number is +41-43-317-7111. ABB Ltd's principal website is located at www.abb.com. However, the information on ABB's website does not constitute a part of, and is not incorporated by reference into, this prospectus supplement or the accompanying prospectus.

Table of Contents

THE OFFERING

The following summary contains basic information about the notes and is not intended to be complete. Please refer to "Description of Notes and Guarantee" beginning on page S-12 of this prospectus supplement and "Description of Debt Securities" beginning on page 6 of the accompanying prospectus for more information about the notes and the guarantee.

Issuer	ABB Finance (USA) Inc.
Guarantee	The notes will be fully and unconditionally guaranteed by ABB Ltd as to the payment of principal, premium (if any) and interest, including any additional amounts that may be payable.
Notes	\$300,000,000 aggregate principal amount of 2.800% notes due 2020, \$450,000,000 aggregate principal amount of 3.375% notes due 2023 and \$750,000,000 aggregate principal amount of 3.800% notes due 2028.
Maturity	The 2020 notes will mature on April 3, 2020, the 2023 notes will mature on April 3, 2023 and the 2028 notes will mature on April 3, 2028, in each case unless redeemed by ABB Finance prior to such date.
Interest Rate	The 2020 notes will bear interest at a rate of 2.800% per annum, the 2023 notes will bear interest at a rate of 3.375% per annum, and the 2028 notes will bear interest at a rate of 3.800% per annum.
Interest Payment Dates	Every April 3 and October 3, commencing on October 3, 2018.
Optional Redemption	ABB Finance has the option to redeem the notes of any series, in whole or in part, at any time for cash. See "Description of Notes and Guarantee Optional Redemption" in this prospectus supplement. ABB Finance may redeem the notes of the applicable series, in whole or in part, at any time and from time to time prior to April 3, 2020 (their maturity date), in the case of the 2020 notes, March 3, 2023 (one month prior to their maturity date), in the case of the 2023 notes and January 3, 2028 (three months prior to their maturity date), in the case of the 2028 notes at a redemption price equal to the greater of: (1) 100% of the principal amount of the notes to be redeemed and (2) the sum of the present values of the remaining scheduled payments of principal of and interest on the notes to be redeemed discounted to the redemption date, together with, in each case, unpaid interest accrued to, but excluding, the date of redemption, as further described in "Description of Notes and Guarantee Optional Redemption" in this prospectus supplement.

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Table of Contents

	<p>On or after March 3, 2023 (one month prior to their maturity date), in the case of the 2023 notes and January 3, 2028 (three months prior to their maturity date), in the case of the 2028 notes, ABB Finance may redeem such notes, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus unpaid interest accrued to, but excluding, the redemption date.</p>
Additional Amounts	<p>ABB Finance and ABB Ltd may be required to pay Additional Amounts (as described under "Description of Notes and Guarantee Payment of Additional Amounts") in connection with certain required withholdings or deductions for taxes imposed by Switzerland, as further described in "Description of Notes and Guarantee Payment of Additional Amounts" in this prospectus supplement.</p>
Tax Redemption	<p>If ABB Finance or ABB Ltd is required to pay additional amounts in respect of any taxes on the notes or the guarantee of the notes of any series, ABB Finance may redeem the notes of the applicable series prior to maturity, at its option, in whole but not in part, at a redemption price equal to 100% of their principal amount plus unpaid interest accrued thereon to, but excluding, the date of redemption, as further described in "Description of Notes and Guarantee Tax Redemption" in this prospectus supplement.</p>
U.S. Federal Income Tax Considerations	<p>The notes may be issued with original issue discount ("OID") for U.S. federal income tax purposes. Subject to a statutorily defined <i>de minimis</i> exception, if the notes are issued with OID, a holder subject to U.S. federal income taxation would be required to include the OID in gross income as ordinary income for U.S. federal income tax purposes as the OID accrues on a constant yield basis, in advance of the receipt of cash payments that correspond to that income and regardless of whether such holder is a cash or accrual method taxpayer. See "Taxation Material U.S. Federal Income Tax Considerations."</p>
Ranking	<p>The notes and the guarantee will constitute unsecured and unsubordinated indebtedness of ABB Finance and ABB Ltd, respectively, and will rank equally with all of their respective other unsecured and unsubordinated indebtedness from time to time outstanding. For a discussion of the effective ranking of the notes and the guarantee compared to secured indebtedness and indebtedness of subsidiaries other than ABB Finance, see "Risk Factors."</p>

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Table of Contents

Book-Entry Issuance, Settlement and Clearance; Denominations	ABB Finance will issue the notes in fully registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Each series of notes will be represented by one or more global securities registered in the name of a nominee of The Depository Trust Company ("DTC"). You will hold beneficial interests in your notes through DTC and its direct and indirect participants, including Euroclear Bank S.A./N.V. and Clearstream Banking S.A. and DTC and its direct and indirect participants will record your beneficial interests on their books. For information on DTC's book-entry system, see "Clearance and Settlement" in this prospectus supplement and "Legal Ownership" in the accompanying prospectus.
Trustee and Principal Paying Agent	Deutsche Bank Trust Company Americas.
Timing and Delivery	We currently expect delivery of the notes to occur on or about April 3, 2018.
Risk Factors	You should carefully consider all of the information in this prospectus supplement and the accompanying prospectus, including information incorporated by reference. In particular, see "Risk Factors" beginning on page 3 of the accompanying prospectus and S-6 of this prospectus supplement as well as "Item 3. Key Information Risk Factors" in ABB Ltd's most recent Annual Report on Form 20-F for a discussion of certain factors you should consider before making a decision to invest in the notes.
Use of Proceeds	We intend to use the net proceeds from the sale of the notes for general corporate purposes, including the funding of a portion of the purchase price of our pending acquisition of General Electric Company's Industrial Solutions business, as described in ABB Ltd's most recent Annual Report on Form 20-F. We will use the net proceeds from the sale of the notes outside of Switzerland unless such use of such proceeds in Switzerland is permitted under the Swiss taxation laws in force from time to time without requiring payments in respect of the notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of the net proceeds in Switzerland.
Certain Covenants	We have agreed to observe certain covenants in the indenture, including a limitation on ABB Finance's and ABB Ltd's ability to merge, consolidate or transfer assets and to incur secured indebtedness, subject to important exceptions described in the accompanying prospectus under "Description of Debt Securities Certain Covenants."
Defeasance	The notes of each series will be subject to the defeasance and covenant defeasance provisions in the indenture described in the accompanying prospectus under "Description of Debt Securities Discharge, Defeasance, and Covenant Defeasance."

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Table of Contents

Further Issues

We may, without notice to, or the consent of, the holders of a series of notes, issue additional debt securities having the same ranking, interest rate, maturity and other terms as the notes of such series other than the price to the public, the issue date and initial interest payment date, *provided* that any additional debt securities that have the same CUSIP, ISIN, or other identifying number of outstanding notes of the related series offered hereunder must be fungible with such outstanding notes for U.S. federal income tax purposes. Any such additional debt securities will be consolidated with the notes of the related series and constitute a single series of debt securities with such notes under the indenture. There is no limitation on the amount of notes or other debt securities that we may issue under the indenture.

Governing Law

State of New York.

S-5

Table of Contents

RISK FACTORS

You should carefully consider the risk factors set forth below, as well as the other information included or incorporated by reference in this prospectus supplement and the accompanying prospectus, including the risk factors under "Item 3. Key Information Risk Factors" in ABB Ltd's most recent Annual Report on Form 20-F, before making a decision to invest in the notes. These risks are not the only risks that ABB faces. Additional risks and uncertainties not currently known to ABB or that ABB currently deems to be immaterial may also materially and adversely affect ABB's business, financial condition, results of operations, liquidity and cash flows. Any of the following risks could materially and adversely affect ABB's business, financial condition, results of operations, liquidity or cash flows. In such case, you may lose all or part of your original investment in the notes.

Because ABB Ltd is a holding company and conducts substantially all of its operations through subsidiaries, your right to receive payments under the notes and the guarantee is structurally subordinated to the liabilities and any preferred equity of ABB Ltd's subsidiaries, other than ABB Finance.

ABB Ltd is organized as a holding company and substantially all of its operations are carried out through subsidiaries. The ability of ABB Ltd to meet its financial obligations is dependent upon the availability of cash flows from its domestic and foreign subsidiaries and affiliated companies through dividends, intercompany advances, management fees and other payments.

The notes are obligations of ABB Finance and are guaranteed exclusively by ABB Ltd. The subsidiaries of ABB Ltd are separate and distinct legal entities and have no obligation to pay any amounts due on the guarantee or to provide ABB Ltd with funds for its payment obligations under the guarantee. ABB Ltd's right to receive any assets of any of its subsidiaries, as an equity holder of such subsidiaries, upon their liquidation or reorganization, and therefore the right of the holders of the notes to participate in those assets through the guarantee, will be structurally subordinated to the claims (including trade payables) of that subsidiary's creditors and any preferred equity holders. As of December 31, 2017, ABB Ltd.'s subsidiaries, other than ABB Finance, had \$4.7 billion of third-party indebtedness. See "Capitalization."

The indenture does not restrict the ability of ABB Ltd's subsidiaries to incur additional indebtedness or other liabilities or issue preferred equity, and those subsidiaries are likely to incur additional indebtedness in the future. Even if ABB Ltd were a creditor of any of its subsidiaries, its rights as a creditor would be subordinate to any security interest in the assets of its subsidiaries and any indebtedness of its subsidiaries might be senior to its rights as a creditor.

Because the notes and the guarantee are unsecured, your right to receive payments will be junior to the rights of holders of secured indebtedness.

The notes and the guarantee will be unsecured. In the event of bankruptcy, liquidation or reorganization of ABB Finance or ABB Ltd or if ABB Finance defaults on the notes or ABB Ltd defaults on the guarantee, then, to the extent that ABB Finance or ABB Ltd has granted security over its assets, those assets will be used to satisfy the obligations under the related secured debt before ABB Finance or ABB Ltd, as applicable, could use those assets to make payment on the notes or the guarantee, respectively. If there are not enough assets to satisfy the obligations under the secured debt, then, generally, the balance of the secured debt would share equally with all unsubordinated unsecured indebtedness of ABB Finance or ABB Ltd, as applicable, including under the notes or the guarantee, as the case may be.

Table of Contents

Repayment of ABB Finance's indebtedness, including the notes, is dependent upon ABB Finance's obtaining funds from ABB Group members.

ABB Finance acts as a financial intermediary for the ABB Group, and has no assets, operations, revenues or cash flows other than those related to the issuance, administration and repayment of the notes being offered hereby and any other securities issued by it that are guaranteed by ABB Ltd. ABB Finance may be unable to obtain sufficient funds from other ABB Group members, such as through the collection of intercompany receivables, to permit ABB Finance to satisfy its obligations, including the notes. Even if ABB Group members are willing to make funds available to ABB Finance, their ability to do so would depend primarily upon their financial condition, liquidity, cash flows and results of operations. As such, prevailing economic conditions and financial, business and other factors, many of which are beyond the control of the ABB Group, will affect ABB Finance's ability to meet its obligations, including the notes. In the event that ABB Finance is unable to obtain sufficient funds from other ABB Group members, ABB Finance will be unable to satisfy its obligations, including the notes, which could lead to the acceleration of such obligations and the bankruptcy and liquidation of ABB Finance.

The indenture does not limit the amount of indebtedness that ABB Ltd and its subsidiaries (including ABB Finance) may incur.

The indenture does not limit the amount of indebtedness that ABB Ltd and its subsidiaries (including ABB Finance) may incur. ABB Ltd and its subsidiaries (including ABB Finance) are also permitted to incur certain secured indebtedness that would be effectively senior to the guarantee or the notes. In addition, subsidiaries of ABB Ltd, including ABB Finance, are permitted to issue preferred equity, which together with all liabilities of those subsidiaries, would be senior to the common equity of those subsidiaries owned by ABB Ltd, as applicable, and, accordingly, would rank effectively senior to the notes or guarantee of the notes. The indenture does not contain any financial or other covenants that would afford the holders of the notes any protection in the event ABB Ltd or any of its subsidiaries (including ABB Finance) participates in a highly leveraged or similar transaction or experiences significant adverse changes in its or their financial condition, liquidity, cash flows or results of operations. In addition, the indenture does not contain any restrictive covenants prohibiting or otherwise limiting the ability of ABB Ltd or ABB Finance to repurchase common stock, pay dividends or make any payments on junior or other indebtedness.

There is no established trading market for the notes and one may not develop.

Each series of notes is a new issue of securities for which there is currently no existing trading market. The notes of any series will not be listed on any securities exchange or any market. There can be no assurance that any trading market for the notes of any series will ever develop or be maintained. Further, there can be no assurance as to the liquidity of any trading market for the notes of any series or as to your ability to sell your notes when desired or the prices at which you may be able to sell your notes. Future trading prices of the notes of any series will depend on many factors, including the level, direction and volatility of prevailing interest rates, the financial condition, liquidity, cash flows and results of operations of ABB Ltd, the then-current ratings assigned to the notes and the market for similar securities.

Changes in ABB Ltd's credit rating may adversely affect your investment in the notes.

The credit ratings on the notes depend, in large part, on the existence of ABB Ltd's guarantee of the notes and its ability to fulfill its obligations thereunder. If ABB Ltd's ability, or perceived ability, to fulfill its obligations under the guarantee was threatened, an adverse action on the credit ratings on the notes would be expected. Actual or anticipated changes or downgrades in or withdrawals of ABB Ltd's credit ratings, including any announcement that ABB Ltd's ratings are under further review other than

Table of Contents

for possible positive actions, would likely adversely affect the market value of your notes. Also, ABB Ltd's credit ratings may not reflect the potential impact of risks related to structure, market or other factors related to the value of the notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

The right to receive payments under the guarantee of ABB Ltd may be adversely affected by Swiss bankruptcy laws.

ABB Ltd is incorporated under the laws of Switzerland. Accordingly, bankruptcy proceedings with respect to ABB Ltd are likely to proceed under, and to be governed primarily by, Swiss bankruptcy law. The procedural and substantive provisions of such bankruptcy laws are, in certain cases, more favorable to secured creditors than comparable provisions of United States law. These provisions afford debtors and unsecured creditors, including noteholders, only limited protection from the claims of secured creditors and it may not be possible for us or other unsecured creditors to prevent or delay the secured creditors from enforcing their security to repay the secured debt due to them under the terms pursuant to which such security was granted.

Redemption may adversely affect your return on the notes.

ABB Finance has the option to redeem the notes of any series, in whole or in part, at any time for cash. See "Description of Notes and Guarantee Optional Redemption" in this prospectus supplement. In addition, if ABB Finance or ABB Ltd is required to pay additional amounts in respect of any taxes on the notes or the guarantee of the notes of any series as described under "Description of Notes and Guarantee Payment of Additional Amounts" in this prospectus supplement, ABB Finance may redeem the notes of the applicable series prior to maturity, at its option, in whole but not in part, at a redemption price equal to 100% of the principal amount plus unpaid interest accrued thereon to, but excluding, the date of redemption. Under any such circumstances, ABB Finance may redeem such notes at times when prevailing interest rates may be relatively low. Accordingly, you may not be able to reinvest the redemption proceeds in comparable securities at effective interest rates as high as those of such notes.

Enforcement claims or court judgments against ABB Ltd must be converted into Swiss francs.

Enforcement claims or court judgments against ABB Ltd under Swiss debt collection or bankruptcy proceedings may be made only in Swiss francs and any foreign currency amounts must accordingly be converted into Swiss francs. With respect to enforcing creditors, any such foreign currency amounts will be converted at the exchange rate prevailing on (i) the date of instituting the enforcement proceedings (*Betreibungsbegehren*), (ii) the date of the filing for the continuation of the bankruptcy procedure (*Fortsetzungsbegehren*) or (iii) the date on which any amounts claimed first became due and payable (*Verfallzeit*), whichever date is more favorable for the creditors. With respect to non-enforcing creditors, foreign currency amounts will be converted at the exchange rate prevailing at the time of the adjudication of bankruptcy (*Konkurseröffnung*).

General market conditions and other factors could adversely affect market prices for the notes.

Market prices for the notes can be expected to vary with changes in market and economic conditions, including prevailing interest rates and the market for similar securities, our financial condition, results of operations, liquidity, cash flows and prospects and other factors that generally influence the market prices of securities. As a result, each series of notes could trade at prices that may be lower than the initial offering price for such notes.

Table of Contents

The notes may be issued with OID for U.S. federal income tax purposes.

The notes may be issued with OID for U.S. federal income tax purposes. Subject to a statutorily defined *de minimis* exception, if the notes are treated as issued with OID, a holder subject to U.S. federal income taxation would be required to include the OID in gross income as ordinary income for U.S. federal income tax purposes as the OID accrues on a constant yield basis, in advance of the receipt of cash payments that correspond to that income and regardless of whether such holder is a cash or accrual method taxpayer. See "Taxation Material U.S. Federal Income Tax Considerations."

Table of Contents

USE OF PROCEEDS

We estimate that the net proceeds (after deducting the underwriting discount and estimated net offering expenses) from the sale of the notes will be \$1,493 million. We intend to use the net proceeds for general corporate purposes, including the funding of a portion of the purchase price of our pending acquisition of General Electric Company's Industrial Solutions business, as described in ABB Ltd's most recent Annual Report on Form 20-F.

We will use the proceeds from the sale of the notes outside of Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the notes becoming subject to withholding or deduction for Swiss withholding tax as a consequence of such use of the proceeds in Switzerland.

S-10

Table of Contents**CAPITALIZATION**

The following table sets forth our consolidated cash and equivalents, marketable securities and short-term investments and capitalization and the debt of ABB Finance, in each case as of December 31, 2017 on (i) an historical basis and (ii) an as adjusted basis after giving effect to this offering and the use of proceeds therefrom. Certain of the information in this table is unaudited and should be read in conjunction with ABB's consolidated financial statements and the notes thereto contained in ABB Ltd's Annual Report on Form 20-F, as filed with the SEC on February 23, 2018 and incorporated by reference herein.

(\$ in millions)	As of December 31, 2017	
	Historical (Audited)	As Adjusted (Unaudited)
ABB Group		
Cash and equivalents(1)	4,526	6,019
Marketable securities and short-term investments	1,102	1,102
Total cash and equivalents, marketable securities and short-term investments	\$ 5,628	\$ 7,121
ABB Group		
Multicurrency revolving credit facility(2)		
1.50% CHF Bonds, due 2018	358	358
2.625% EUR Instruments, due 2019	1,493	1,493
4.0% USD Notes, due 2021	644	644
2.25% CHF Bonds, due 2021	378	378
5.625% USD Notes, due 2021	270	270
2.875% USD Notes, due 2022	1,256	1,256
0.625% EUR Notes, due 2023	834	834
0.75% EUR Notes, due 2024	889	889
4.375% USD Notes, due 2042	723	723
2.800% Notes due 2020 offered hereby(3)		300
3.375% Notes due 2023 offered hereby(3)		450
3.800% Notes due 2028 offered hereby(3)		750
Commercial paper	259	259
Other debt(4)	343	343
Total debt	7,447	8,947
Total stockholders' equity (including noncontrolling interests)	15,349	15,349
Total capitalization	\$ 22,796	\$ 24,296

ABB Finance		
2.875% USD Notes, due 2022	1,256	1,256
4.375% USD Notes, due 2042	723	723
2.800% Notes due 2020 offered hereby(3)		300
3.375% Notes due 2023 offered hereby(3)		450
3.800% Notes due 2028 offered hereby(3)		750
Other debt		
Total debt	\$ 1,979	\$ 3,479

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- (1) Assumes the net proceeds of the notes, approximately \$1,493 million, will be used for general corporate purposes, but does not give effect to the planned use of all or a portion of those net proceeds to fund a portion of the purchase price of our pending acquisition of General Electric Company's Industrial Solutions business, as described in ABB Ltd's most recent Annual Report on Form 20-F. See "Use of Proceeds."
- (2) Consists of a \$2 billion multicurrency revolving credit facility that matures on May 24, 2021, and interest costs on drawings under the facility are borne at LIBOR or EURIBOR (depending on the currency of the drawings) plus a margin of 0.20%. As of December 31, 2017, no amount was drawn under the multicurrency revolving credit facility.
- (3) Represents the aggregate principal amount of the notes offered hereby.
- (4) Other debt consists of capital lease obligations, bank borrowings of subsidiaries and other long- and short-term debt.

S-11

Table of Contents

DESCRIPTION OF NOTES AND GUARANTEE

The following description of the particular terms of the notes and related guarantee supplements and, to the extent inconsistent, replaces, the description in the accompanying prospectus of the general terms and provisions of the debt securities and related guarantee, to which description reference is hereby made. The following summary of certain provisions of the notes, the related guarantee and the indenture does not purport to be complete and is qualified in its entirety by reference to the actual provisions of the notes, the related guarantee and the indenture. Certain terms used but not defined herein shall have the meanings given to them in the accompanying prospectus, the indenture, the notes or the related guarantee, as the case may be.

General

The 2020 notes will mature on April 3, 2020, the 2023 notes will mature on April 3, 2023 and the 2028 notes will mature on April 3, 2028 unless redeemed by ABB Finance prior to such date as provided below. Interest on each series of notes will accrue from and including April 3, 2018 at the rate per annum shown on the cover of this prospectus supplement and will be payable semi-annually, in arrears, on April 3 and October 3, beginning October 3, 2018. Interest will be payable to the persons in whose names the notes are registered at the close of business on the March 19 and September 18 preceding the applicable interest payment dates. Interest will be computed on the notes on the basis of a 360-day year of twelve 30-day months.

Any payment otherwise required to be made in respect of the notes on a date that is not a Business Day may be made on the next succeeding Business Day with the same force and effect as if made on that date. No additional interest will accrue as a result of a delayed payment. The term "Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in The City of New York are authorized or required by law, executive order or regulation to close.

Each series of notes will form a separate series of debt securities to be issued under an indenture to be entered into among ABB Finance, as issuer, ABB Ltd, as guarantor, and Deutsche Bank Trust Company Americas, as trustee, the terms of which are more fully described in the accompanying prospectus. The notes and any future debt securities issued by ABB Finance under the indenture will be senior unsecured obligations of ABB Finance and will rank equally with all of ABB Finance's other unsecured and unsubordinated indebtedness outstanding from time to time. For a discussion of the effective ranking of the notes and the guarantee compared to secured indebtedness and indebtedness of subsidiaries other than ABB Finance, see "Risk Factors."

The indenture does not limit the aggregate principal amount of debt securities that may be issued thereunder and provides that debt securities may be issued thereunder from time to time in one or more additional series. The indenture does not limit the ability of ABB Finance to incur additional indebtedness or the ability of ABB Ltd to incur additional indebtedness or to issue additional guarantees.

The notes will be issued in fully registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Each series of notes will be represented by one or more global securities registered in the name of a nominee of DTC. Except as described in the accompanying prospectus under "Legal Ownership Global Securities Special Situations When A Global Security Will Be Terminated" the notes will not be issuable in certificated form.

The notes will not be subject to, or entitled to the benefit of, any sinking fund.

Table of Contents

Guarantee

ABB Ltd will fully and unconditionally guarantee the due and punctual payment of the principal of, premium, if any, and interest on, and additional amounts, if any, with respect to, the notes and all other amounts under the indenture when and as they become due and payable, whether at maturity or otherwise. The guarantee of the notes will be an unsubordinated obligation of ABB Ltd, and will rank equally with all of ABB Ltd's other unsecured and unsubordinated indebtedness outstanding from time to time. The guarantee of the notes will be structurally subordinated to all liabilities (including trade payables) of ABB Ltd's subsidiaries, including ABB Finance. ABB Ltd's right to receive any assets of any of its subsidiaries, as an equity holder of such subsidiaries, upon their liquidation or reorganization, and therefore the right of the holders of the notes to participate in those assets through the guarantee, will be effectively subordinated to the claims of that subsidiary's creditors. Unless ABB Ltd is considered a creditor of such subsidiary, your claims under the guarantee will not be recognized equally with these creditors.

ABB Finance does not present separate financial statements in this prospectus supplement or the accompanying prospectus, or the incorporated documents, because it is a 100% owned finance subsidiary of ABB Ltd and ABB Ltd fully and unconditionally guarantees the notes, and fully and unconditionally guarantees any other debt securities issued by ABB Finance in the future, as to payment of principal, premium, if any, interest and any other amounts due. No other member of the ABB Group will guarantee the notes or such other debt securities. Subject to certain Swiss and United States law restrictions on payment of dividends, among other things, and potential negative tax consequences in Switzerland (as set forth under "Use of Proceeds"), we are not aware of any significant restrictions on the ability of ABB Ltd to obtain funds from ABB Finance or ABB Ltd's other subsidiaries by dividend or loan, or any legal or economic restrictions on the ability of ABB Finance or ABB Ltd's other subsidiaries to transfer funds to ABB Ltd in the form of cash dividends, loans or advances. There is no assurance that in the future such restrictions will not be adopted. The disclosure in this paragraph is hereby deemed included in the notes to the Consolidated Financial Statements of ABB Ltd.

Optional Redemption

ABB Finance may redeem the notes of the applicable series prior to April 3, 2020 (their maturity date), in the case of the 2020 notes, March 3, 2023 (one month prior to their maturity date (the "2023 Notes Par Call Date")), in the case of the 2023 notes and January 3, 2028 (three months prior to their maturity date (the "2028 Notes Par Call Date" and, together with the 2023 Notes Par Call Date, each a "Par Call Date")), in the case of the 2028 notes, at its option, at any time in whole or from time to time in part, at a redemption price equal to the greater of (1) 100% of the principal amount of the notes to be redeemed, and (2) as determined by the Quotation Agent (as defined below), the sum of the present values of the Remaining Scheduled Payments (as defined below) of principal of and interest on the notes being redeemed (not including unpaid interest, if any, accrued to, but not including, the redemption date), discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 10 basis points in the case of the 2020 notes, 12.5 basis points in the case of the 2023 notes and 15 basis points in the case of the 2028 notes to be redeemed (the "Make Whole Amount"), plus, in the case of each of clause (1) and (2) above, unpaid interest, if any, accrued to, but not including, the redemption date. Notwithstanding the foregoing, ABB Finance will pay any interest installment due on an interest payment date that falls on or prior to the redemption date to the holders of the notes as of the close of business on the regular record date immediately preceding such interest payment date.

On or after the 2023 Notes Par Call Date, in the case of the 2023 notes, and the 2028 Notes Par Call Date, in the case of the 2028 notes, ABB Finance may redeem such notes, at any time in whole or

Table of Contents

from time to time in part, at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus unpaid interest, if any, accrued to, but not including, the redemption date.

"Comparable Treasury Issue" means, with respect to each series of notes, the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of the notes of the applicable series to be redeemed (assuming, in the case of the 2023 notes and the 2028 notes, such notes matured on the applicable Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

"Comparable Treasury Price" means, with respect to any redemption date, (i) the average of three Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of five Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

"Quotation Agent" means any Reference Treasury Dealer appointed by ABB Finance.

"Reference Treasury Dealer" means (i) Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC or their affiliates which are primary U.S. Government securities dealers and their respective successors, *provided, however*, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in The City of New York (a "Primary Treasury Dealer"), ABB Finance shall substitute therefor another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealers selected by ABB Finance.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by ABB Finance, of the bid and asked prices for the Comparable Treasury Issue (expressed, in each case, as a percentage of its principal amount) quoted in writing to ABB Finance by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such redemption date.

"Remaining Scheduled Payments" means, with respect to each note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption and, in the case of the 2023 notes and the 2028 notes, calculated if such note matured on the applicable Par Call Date; *provided, however*, that, if such redemption date is not an interest payment date with respect to such note, the amount of the next succeeding scheduled interest payment thereon will be reduced (solely for the purpose of this calculation) by the amount of interest accrued thereon to, but not including, such redemption date.

"Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent or interpolated (on a day-count basis) yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

Notice of any redemption will be sent at least 30 days but not more than 60 days prior to the redemption date to each holder of notes to be redeemed. The notice of redemption will specify, among other items, the aggregate principal amount of notes to be redeemed, the redemption date and the redemption price.

If ABB Finance chooses to redeem less than all of the outstanding notes of any series, then ABB Finance will notify the Trustee at least 5 days before giving notice of redemption, or such shorter period as is satisfactory to the Trustee, of the series and the aggregate principal amount of the notes to be redeemed and the redemption date. The Trustee will select, in the manner it deems fair and

Table of Contents

appropriate and in accordance with DTC procedures, the notes of the applicable series to be redeemed in part.

If ABB Finance has provided proper notice to holders of the notes of the applicable series, then, unless ABB Finance defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on such notes or portions thereof called for redemption.

Payment of Additional Amounts

All payments by or on behalf of ABB Finance under the notes and ABB Ltd under the guarantee of the notes of any series will be made free and clear of, and without withholding or deduction for, taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Switzerland or any authority therein or thereof having power to tax ("Swiss Taxes"), unless such withholding or deduction is required by law.

If the withholding or deduction of Swiss Taxes in respect of payments made by or on behalf of ABB Finance under the notes or ABB Ltd under the guarantee is required by law, ABB Finance or ABB Ltd, as applicable, will pay such additional amounts as may be necessary in order that the net amount received by each holder of a note after such withholding or deduction is equal to the amount that would have been received in respect of such note in the absence of such withholding or deduction; provided, however, that no such additional amounts shall be payable with respect to the notes or guarantee:

- (A) to, or to a third party on behalf of, a holder or another beneficiary of the note or guarantee, which is liable for such Swiss Taxes in respect of such payment under the note or guarantee by reason of his having some connection with the jurisdiction by which such Swiss Taxes have been imposed, levied, collected, withheld or assessed other than the mere benefit under the note or guarantee; or
- (B) where the note is presented or surrendered for payment more than 30 days after the Relevant Date, except to the extent that the relevant holder would have been entitled to additional amounts on presenting or surrendering the note for payment on the last day of the period of 30 days assuming that day to have been a day on which the holder of such note is entitled to receive payment in accordance with the note and the indenture; or
- (C) to, or to a third party on behalf of, a holder or another beneficiary of the note or guarantee who is able to avoid or reduce such withholding or deduction by complying with any requirement to present any form, certificate or documentation and/or make a declaration of identity, nationality, non-residence, connection (or lack thereof) to, or other similar claim with respect to the relevant tax authority as a precondition to exemption or relief from such Swiss Taxes, or to the extent that a holder or another beneficiary of the note or guarantee is able to credit or obtain a refund for such Swiss Taxes; or
- (D) where such deduction or withholding is imposed on a payment pursuant to laws enacted by Switzerland providing for the taxation of payments according to principles similar to those laid down in the draft legislation proposed by the Swiss Federal Council on December 17, 2014, altering the debtor-based Swiss federal withholding tax system to a paying-agent system where a person other than ABB Finance or ABB Ltd withhold or deduct tax; or
- (E) where the note is presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction (i) by presenting the note to another paying agent, or (ii) by authorizing the paying agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom; or

Table of Contents

- (F) in respect of any estate, inheritance, gift, sales, excise, transfer, wealth or personal property tax or any similar tax, duty, assessment or governmental charge; or
- (G) in respect of any Swiss Taxes that are payable otherwise than by withholding or deduction by ABB Finance or ABB Ltd, or by a paying agent, from the payment of the amount payable in respect of the note or guarantee; or
- (H) in respect of any tax, duty, assessment or governmental charge imposed or withheld pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), as of the issue date (or any amended or successor version of such sections), any regulations promulgated thereunder, any official interpretations thereof, any similar law or regulation adopted pursuant to an intergovernmental agreement between a non-U.S. jurisdiction and the United States with respect to the foregoing or any agreements entered into pursuant to Section 1471(b)(1) of the Code; or
- (I) in respect of any combination of taxes, duties, assessments or other governmental charges referred to in the preceding clauses (A) through (H) above.

For purposes of the foregoing, the "Relevant Date" means, in respect of any payment on any note, the date on which such payment first becomes due and payable, but if the full amount of the monies payable has not been received by the Trustee or, as the case may be, a paying agent on or prior to such due date, the Relevant Date means the first date on which, the full amount of such monies having been so received and being available for payment to holders, notice to that effect has been duly given to the holders.

ABB Finance and ABB Ltd have agreed in the indenture that, if legislation is enacted providing for the taxation of payments according to principles similar to those laid down in the draft legislation proposed by the Swiss Federal Council referred to above, they will use their reasonable efforts to make payments in respect of the notes or the guarantee through a paying agent outside Switzerland, provided that the use of such paying agent outside Switzerland would eliminate any Swiss withholding tax that would otherwise apply to payments by ABB Finance or ABB Ltd, as applicable.

Whenever in the indenture, the notes, this prospectus supplement or the accompanying prospectus there is mentioned, in any context, the payment of principal, premium, if any, or interest or any other amount payable under or with respect to any note, such mention shall be deemed to include mention of the payment of additional amounts to the extent that, in such context, additional amounts are, were or would be payable in respect thereof.

Tax Redemption

ABB Finance or a successor person to ABB Finance may redeem the notes of any series prior to maturity, at its option, in whole but not in part, at a redemption price equal to 100% of their principal amount plus unpaid interest accrued thereon to, but not including, the redemption date, if, as a result of:

- (1) any change in, or amendment to, the laws or treaties (or any regulations, protocols or rulings promulgated thereunder) of Switzerland or the jurisdiction of organization or residency for tax purposes of any successor person to ABB Finance or ABB Ltd (or any political subdivision or authority of or in any such jurisdiction), as the case may be (each such jurisdiction, a "Tax Jurisdiction") affecting taxation; or
- (2) any change in the existing official position or the stating of an official position regarding the application or interpretation of such laws, treaties, regulations or rulings (including a holding, judgment or order by a court of competent jurisdiction or a change in published administrative practice),

Table of Contents

which change or amendment becomes effective (or with respect to official position, is announced) on or after the date of issuance of the notes of the applicable series (or, if the relevant Tax Jurisdiction was not a Tax Jurisdiction on such date, the date on which such Tax Jurisdiction became a Tax Jurisdiction under the indenture), ABB Finance or ABB Ltd is, or on the next succeeding interest payment date will be, obligated to pay any additional amounts in respect of taxes on any payment made or to be made by ABB Finance under the notes of the applicable series or by ABB Ltd under the guarantee, and such requirement cannot be avoided by the taking of reasonable measures by ABB Finance or ABB Ltd, as applicable (*provided* that changing the jurisdiction of ABB Finance or ABB Ltd is not a reasonable measure for purposes of this section). Notwithstanding the foregoing, ABB Finance will pay any interest installment due on an interest payment date that falls on or prior to the redemption date to the holders of the notes as of the close of business on the regular record date immediately preceding such interest payment date.

Notice of any redemption will be sent at least 30 days but not more than 60 days prior to the redemption date to each holder of notes of the applicable series to be redeemed. If ABB Finance has provided proper notice to holders of such notes, then, unless ABB Finance defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on such notes.

Defeasance

The notes of each series will be subject to defeasance and covenant defeasance as set forth in the indenture and described in "Description of Debt Securities Discharge, Defeasance, and Covenant Defeasance" of the accompanying prospectus.

Further Issuances

ABB Finance may from time to time, without notice to, or the consent of, the holders of a series of notes, issue additional debt securities having the same ranking, interest rate, maturity and other terms as the notes of such series other than the price to public, the issue date and the initial interest payment date. Any such additional debt securities, if ABB Finance so determines, will be consolidated with the notes of the related series and constitute a single series of debt securities with such notes under the indenture; provided that any additional debt securities that have the same CUSIP, ISIN, or other identifying number of outstanding notes of the related series offered hereunder must be fungible with such outstanding notes for U.S. federal income tax purposes.

Governing Law

The indenture, the notes and the related guarantee will be governed by, and construed in accordance with, the laws of the State of New York.

The Trustee

Deutsche Bank Trust Company Americas is the trustee under the indenture (the "Trustee"). We maintain corporate trust relationships in the ordinary course of business with the Trustee. The Trustee shall have and be subject to all the duties and responsibilities specified with respect to an indenture trustee under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). Subject to the provisions of the Trust Indenture Act, the Trustee is under no obligation to exercise any of the powers vested in it by the indenture at the request of any holder of debt securities, unless offered reasonable indemnity or security by the holder against the costs, expense and liabilities which might be incurred thereby.

Table of Contents

CLEARANCE AND SETTLEMENT

Each series of notes will be issued in the form of registered global notes that will be deposited with DTC on the closing date. DTC will keep a computerized record of its participants (for example, your broker) whose clients have purchased such notes. The participant will then keep a record of its clients who purchased the notes. Unless it is exchanged in whole or in part for a certificated note, a global note may not be transferred, except that DTC, its nominees, and their successors may transfer a global note as a whole to one another. We will not issue certificated notes except in limited circumstances that we explain under "Legal Ownership Global Securities Special Situations When A Global Security Will Be Terminated" in the accompanying prospectus.

Beneficial interests in the global notes will be shown on, and transfers of the global notes will be made only through, records maintained by DTC and its participants. A description of DTC and its procedures is set forth under "Clearance and Settlement" in the accompanying prospectus.

We will wire principal, premium, if any, and interest payments in immediately available funds to DTC's nominee. We and the Trustee will treat DTC's nominee as the owner and registered holder of the global notes for all purposes. Accordingly, we, the Trustee and any paying agent will have no direct responsibility or liability to pay amounts due on the global notes to owners of beneficial interests in the global note.

It is DTC's current practice, upon receipt of any payment of principal or interest, to credit direct participants' accounts on the payment date according to their respective holdings of beneficial interest in the global note as shown on DTC's records. In addition, it is DTC's current practice to assign any consenting or voting right to direct participants whose accounts are credited with notes on a record date, by using an omnibus proxy. Payments by participants to owners of beneficial interest in the global note, and voting by participants, will be governed by the customary practices between the participants and owners of beneficial interest, as is the case with notes held for the account of customers registered in street name. However, such payments will be the responsibility of the participants and not of DTC, the Trustee or us. Neither ABB Finance nor the Trustee will be liable for any delay by DTC or any of its participants in identifying the beneficial owners of the notes, and ABB Finance and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

If less than all the notes of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in the notes to be redeemed.

The CUSIP number for the 2020 notes is 00037B AD4, the CUSIP number for the 2023 notes is 00037B AE2 and the CUSIP number for the 2028 notes is 00037B AF9. The ISIN for the 2020 notes is US00037BAD47, the ISIN for the 2023 notes is US00037BAE20 and the ISIN for the 2028 notes is US00037BAF94.

Table of Contents

TAXATION

Material U.S. Federal Income Tax Considerations

The following discussion is a summary of the material U.S. federal income tax consequences of the purchase, ownership and disposition of the notes issued pursuant to this offering, but does not purport to be a complete analysis of all potential tax effects. The effects of other U.S. federal tax laws, such as estate and gift tax laws, and any applicable state, local or foreign tax laws are not discussed. This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the U.S. Internal Revenue Service (the "IRS"), in each case in effect as of the date hereof. These authorities may change or be subject to differing interpretations. Any such change or differing interpretation may be applied retroactively in a manner that could adversely affect a holder of the notes. We have not sought and will not seek any rulings from the IRS regarding the matters discussed below. There can be no assurance the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership and disposition of the notes.

This discussion is limited to holders who hold the notes as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment). In addition, this discussion is limited to persons purchasing the notes for cash at original issue and at their original "issue price" within the meaning of Section 1273 of the Code (*i.e.*, the first price at which a substantial amount of the notes is sold to the public for cash other than to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). This discussion does not address all U.S. federal income tax consequences relevant to a holder's particular circumstances, including the impact of the Medicare contribution tax on net investment income. In addition, it does not address consequences relevant to holders subject to special rules, including, without limitation:

U.S. expatriates and former citizens or long-term residents of the United States;

persons subject to the alternative minimum tax;

U.S. Holders (as defined below) whose functional currency is not the U.S. dollar;

persons holding the notes as part of a hedge, straddle or other risk reduction strategy or as part of a conversion transaction or other integrated investment;

banks, insurance companies, and other financial institutions;

real estate investment trusts or regulated investment companies;

brokers, dealers or traders in securities;

"controlled foreign corporations," "passive foreign investment companies," and corporations that accumulate earnings to avoid U.S. federal income tax;

S corporations, partnerships or other entities or arrangements treated as partnerships for U.S. federal income tax purposes (and investors therein);

persons subject to special tax accounting rules as a result of any item of gross income with respect to the notes being taken into account in an "applicable financial statement" pursuant to Section 451(b) of the Code;

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tax-exempt organizations or governmental organizations; and

persons deemed to sell the notes under the constructive sale provisions of the Code.

S-19

Table of Contents

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds the notes, the tax treatment of a partner in the partnership will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships considering an investment in the notes and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

INVESTORS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE APPLICATION OF THE U.S. FEDERAL INCOME TAX LAWS TO THEIR PARTICULAR SITUATIONS AS WELL AS ANY TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE NOTES ARISING UNDER OTHER U.S. FEDERAL TAX LAWS (INCLUDING ESTATE AND GIFT TAX LAWS), UNDER THE LAWS OF ANY STATE, LOCAL OR NON-U.S. TAXING JURISDICTION OR UNDER ANY APPLICABLE TAX TREATY.

Tax Considerations Applicable to U.S. Holders

Definition of a U.S. Holder

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of a note that, for U.S. federal income tax purposes, is or is treated as:

an individual who is a citizen or resident of the United States;

a corporation or entity treated as a corporation created or organized under the laws of the United States, any state thereof, or the District of Columbia;

an estate, the income of which is subject to U.S. federal income tax regardless of its source; or

a trust that (1) is subject to the primary supervision of a U.S. court and the control of one or more "United States persons" (within the meaning of Section 7701(a)(30) of the Code), or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

Payments of Stated Interest

Stated interest on a note generally will be taxable to a U.S. Holder as ordinary income at the time such interest is received or accrued, in accordance with such U.S. Holder's method of tax accounting for U.S. federal income tax purposes.

Original Issue Discount

The notes may be issued with OID for U.S. federal income tax purposes. The amount of OID on the notes, if any, is their "stated redemption price at maturity" minus their "issue price" (as defined above).

The stated redemption price at maturity of the notes is the total of all payments to be made under the notes other than "qualified stated interest." Qualified stated interest, generally, is stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate or at certain floating rates. The stated interest on the notes will qualify as qualified stated interest, and the stated redemption price at maturity will equal the principal amount of the notes. The amount of OID on the notes will be considered less than *de minimis* and generally ignored if it is less than 0.25 percent (or $\frac{1}{4}$ of 1 percent) of the stated redemption price at maturity (which, as discussed above, is their principal amount), multiplied by the number of complete years from the issue date of the notes to the maturity date of the notes.

Table of Contents

If the notes are issued with OID, then:

A U.S. Holder must include the total amount of OID in gross income as ordinary income over the life of the note.

A U.S. Holder must include OID in income as it accrues, even if such holder is on the cash method of accounting for U.S. federal income tax purposes. This means U.S. Holders are required to include OID in income and pay tax on that income, generally before receiving cash that corresponds to that income.

OID accrues on a note on a "constant yield" basis, which takes into account the compounding of interest. Under this method, a U.S. Holder generally will be required to include in income increasing amounts of OID in successive accrual periods.

The rules regarding OID are complex. Accordingly, prospective investors should consult their tax advisors regarding the application of the rules described above.

Sale or Other Taxable Disposition

A U.S. Holder will recognize gain or loss on the sale, exchange, redemption, retirement or other taxable disposition of a note. The amount of such gain or loss will generally equal the difference, if any, between the amount received for the note in cash or other property valued at fair market value (less amounts attributable to any accrued but unpaid interest, which will be taxable as interest to the extent not previously included in income) and the U.S. Holder's adjusted tax basis in the note. A U.S. Holder's adjusted tax basis in a note generally will equal the amount the U.S. Holder paid for the note, increased by any OID previously included in income. Any gain or loss will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the note for more than one year at the time of sale or other taxable disposition. Otherwise, such gain or loss will be short-term capital gain or loss. Long-term capital gains recognized by certain non-corporate U.S. Holders, including individuals, generally will be taxable at a reduced rate. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

A U.S. Holder generally will be subject to information reporting when such holder receives payments or accrues OID on a note or receives proceeds from the sale or other taxable disposition of a note (including a redemption or retirement of a note). A U.S. Holder will be subject to backup withholding with respect to payments of the foregoing amounts if such holder is not otherwise exempt and:

the holder fails to furnish the holder's taxpayer identification number, which for an individual is ordinarily his or her social security number;

the holder furnishes an incorrect taxpayer identification number;

the applicable withholding agent is notified by the IRS that the holder previously failed to properly report payments of interest or dividends; or

the holder fails to certify under penalties of perjury that the holder has furnished a correct taxpayer identification number and that the IRS has not notified the holder that the holder is subject to backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS. Certain U.S. Holders (including corporations) are exempt from backup withholding. U.S. Holders should consult their tax advisors

Table of Contents

regarding their qualification for an exemption from backup withholding and the procedures for obtaining such an exemption.

Tax Considerations Applicable to Non-U.S. Holders

Definition of a Non-U.S. Holder

For purposes of this discussion, a "Non-U.S. Holder" is any beneficial owner of a note that is neither a U.S. Holder nor an entity or arrangement treated as a partnership for U.S. federal income tax purposes.

Payments of Interest and OID

Subject to the discussion below concerning backup withholding and Sections 1471 to 1474 of the Code (such Sections and the Treasury Regulations thereunder commonly referred to as the Foreign Account Tax Compliance Act, or "FATCA"), interest (including, for purposes of this section "Tax Considerations Applicable to Non-U.S. Holders", any OID) paid on a note to a Non-U.S. Holder that is not effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States generally will not be subject to U.S. federal income tax or withholding tax, provided that:

the Non-U.S. Holder does not, actually or constructively, own 10% or more of the total combined voting power of all classes of our voting stock 10% or more of our capital or profits;

the Non-U.S. Holder is not a controlled foreign corporation related to ABB Finance through actual or constructive stock ownership; and

either (1) the Non-U.S. Holder certifies in a statement provided to the applicable withholding agent under penalties of perjury that it is not a United States person and provides its name and address; (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business and holds the note on behalf of the Non-U.S. Holder certifies to the applicable withholding agent under penalties of perjury that it, or the financial institution between it and the Non-U.S. Holder, has received from the Non-U.S. Holder a statement under penalties of perjury that such holder is not a United States person and provides a copy of such statement to the applicable withholding agent; or (3) the Non-U.S. Holder holds its note directly through a "qualified intermediary" (within the meaning of applicable Treasury Regulations) and certain conditions are satisfied.

If a Non-U.S. Holder does not satisfy the requirements above, interest paid to such Non-U.S. Holder generally will be subject to a 30% U.S. federal withholding tax unless such Non-U.S. Holder provides the applicable withholding agent with a properly executed (1) IRS Form W 8BEN or W 8BEN E (or other applicable documentation) claiming a reduction in or exemption from withholding tax under the benefit of an applicable income tax treaty, or (2) IRS Form W 8ECI certifying that such interest is not subject to withholding because it is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States.

If interest paid to a Non-U.S. Holder is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such interest is attributable), the Non-U.S. Holder will be exempt from the U.S. federal withholding tax described above. To claim the exemption, the Non-U.S. Holder must furnish to the applicable withholding agent a valid IRS Form W-8ECI, certifying that interest paid on a note is not subject to withholding tax because it is effectively connected with the conduct by the Non-U.S. Holder of a trade or business within the United States.

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Table of Contents

Any such effectively connected interest generally will be subject to U.S. federal income tax at the regular graduated rates. A Non-U.S. Holder that is a corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected interest, as adjusted for certain items.

The certifications described above must be provided to the applicable withholding agent prior to the payment of interest and must be updated periodically. A Non-U.S. Holder may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaty.

Sale or Other Taxable Disposition

Subject to the discussion below concerning backup withholding and FATCA, a Non-U.S. Holder will not be subject to U.S. federal income tax or withholding tax on any gain realized upon the sale, exchange, redemption, retirement or other taxable disposition of a note (such amount excludes any amount allocable to accrued and unpaid interest, which generally will be treated as interest and may be subject to the rules discussed above in " Payments of Interest and OID") unless:

the gain is effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment in the United States to which such gain is attributable); or

the Non-U.S. Holder is a nonresident alien individual present in the United States for 183 days or more during the taxable year of the disposition and certain other requirements are met.

Gain of a Non-U.S. Holder described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular graduated rates. A Non-U.S. Holder that is a foreign corporation also may be subject to a branch profits tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty) on such effectively connected gain, as adjusted for certain items.

Gain of a Non-U.S. Holder described in the second bullet point above will be subject to U.S. federal income tax at a rate of 30% (or such lower rate specified by an applicable income tax treaty), which may be offset by U.S. source capital losses of the Non-U.S. Holder (even though the individual is not considered a resident of the United States), provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

Information Reporting and Backup Withholding

Payments of interest generally will not be subject to backup withholding, provided the applicable withholding agent does not have actual knowledge or reason to know the holder is a United States person and the holder certifies its non-U.S. status as described above under " Payments of Interest and OID." However, information returns are required to be filed with the IRS in connection with any interest paid to the Non-U.S. Holder, regardless of whether any tax was actually withheld. In addition, proceeds of the sale or other taxable disposition of a note (including a retirement or redemption of the note) within the United States or conducted through certain U.S.-related brokers generally will not be subject to backup withholding or information reporting, if the applicable withholding agent receives the statement described above and does not have actual knowledge or reason to know that such holder is a United States person or the holder otherwise establishes an exemption. Proceeds of a disposition of a

Table of Contents

note paid outside the United States and conducted through a non-U.S. office of a non-U.S. broker generally will not be subject to backup withholding or information reporting.

Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides or is established.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability, provided the required information is timely furnished to the IRS.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under FATCA on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on payments of interest (including any OID) on, or gross proceeds from the sale or other disposition (including a retirement or redemption) after December 31, 2018 of, a note paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence and reporting obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

Prospective investors should consult their tax advisors regarding the potential application of withholding under FATCA to their investment in the notes.

Taxation in Switzerland

The following is a general description of the material Swiss tax considerations relating to the notes. It does not purport to be a complete description of all tax considerations relating to the notes. Prospective purchasers of notes who are in any doubt as to their tax positions should consult their professional advisers.

Withholding Tax

Payments by ABB Finance, or by ABB Ltd, as guarantor, of interest on, and repayment of principal of, the notes, will not be subject to Swiss federal withholding tax, even though the notes are guaranteed by ABB Ltd, as guarantor, provided that ABB Finance uses the proceeds from the offering and sale of the notes outside of Switzerland unless use in Switzerland is permitted under the Swiss taxation laws in force from time to time without payments in respect of the notes becoming subject to withholding for Swiss withholding tax as a consequence of such use of proceeds in Switzerland, and that ABB Finance is at all times resident and managed outside Switzerland for Swiss tax purposes.

On November 4, 2015 the Swiss Federal Council announced a mandate to the Swiss Federal Finance Department to institute a group of experts tasked with the preparation of a new proposal for a reform of the Swiss withholding tax system. The new proposal is expected to include in respect of

Table of Contents

interest payments the replacement of the existing debtor-based regime by a paying agent-based regime for Swiss withholding tax similar to the one published on December 17, 2014 by the Swiss Federal Council and repealed on June 24, 2015 following the negative outcome of the legislative consultation with Swiss official and private bodies. Under such a new paying agent-based regime, if enacted, a paying agent in Switzerland may be required to deduct Swiss withholding tax on any payments or any securing of payments of interest in respect of an Instrument for the benefit of the beneficial owner of the payment unless certain procedures are complied with to establish that the owner of the Instrument is not an individual resident in Switzerland. If this legislation or similar legislation were enacted and an amount of, or in respect of, Swiss withholding tax were to be deducted or withheld from that payment, neither ABB Finance nor ABB Ltd nor any paying agent nor any other person would pursuant to the terms of the notes be obliged to pay additional amounts with respect to any note as a result of the deduction or imposition of such withholding tax.

Stamp Taxes

The issue and redemption of notes by ABB Finance and the issue of the guarantee by ABB Ltd, as guarantor, are not subject to Swiss federal stamp duty on the issue of securities and Swiss federal stamp duty on the turnover of securities, even though the notes are guaranteed by ABB Ltd, as guarantor (primary market).

Secondary market purchases or sales of notes with a maturity in excess of 12 months where a Swiss domestic bank or a Swiss domestic securities dealer (as defined in the Swiss federal stamp duty act) is a party, or acts as an intermediary, to the transaction may be subject to Swiss federal stamp duty on dealings in securities at a rate of up to 0.3 per cent of the purchase price of the notes. Where both the seller and the purchaser of the notes are non-residents of Switzerland or the Principality of Liechtenstein, no Swiss federal stamp duty on dealing in securities is payable. The issue and the redemption of notes are exempt from Swiss federal stamp duty on dealing in securities.

Income Taxation on Principal or Interest

(i) Notes held by non-Swiss holders

Payments by ABB Finance, or by ABB Ltd, as guarantor, of interest and repayment of principal to, and gain realized on the sale or redemption of notes by, a holder of notes who is not a resident of Switzerland and who during the relevant taxation year has not engaged in a trade or business through a permanent establishment or a fixed place of business in Switzerland to which the notes are attributable will not be subject to any Swiss federal, cantonal or communal income tax in respect of notes. For the proposed amendment of the Swiss withholding tax legislation see section "Withholding Tax" above.

(ii) Notes held by Swiss holders as private assets

Individuals who reside in Switzerland and who hold the notes as private assets are required to include all payments of interest in respect of the notes by ABB Finance, or by ABB Ltd, as guarantor, converted, as the case may be, into Swiss Francs at the exchange rate prevailing at the time of payment, in their personal income tax return for the relevant tax period and will be taxable on any net taxable income (including the payments of interest in respect of the notes) for the relevant tax period. A gain, including *inter alia*, relating to interest accrued and foreign exchange rate appreciation, a loss, respectively, realized on the sale or redemption of such notes is a tax-free private capital gain, a non-tax-deductible private capital loss, respectively.

(iii) Notes held as Swiss business assets and Swiss resident private persons classified as professional securities dealers

Individuals who hold notes as part of a business in Switzerland and Swiss-resident corporate taxpayers and corporate taxpayers residing abroad holding notes as part of a permanent establishment

Table of Contents

or fixed place of business in Switzerland are required to recognize the payments of interest and any capital gain or loss realized on the sale or other disposition of such notes in their income statement for the respective tax period and will be taxable on any net taxable earnings for such tax period. The same taxation treatment also applies to Swiss-resident individuals who, for income tax purposes, are classified as "professional securities dealers" for reasons of, inter alia, frequent dealings and leveraged transactions in securities.

Automatic Exchange of Information

On November 19, 2014, Switzerland signed the Multilateral Competent Authority Agreement (the "MCAA"). The MCAA is based on article 6 of the OECD/Council of Europe administrative assistance convention and is intended to ensure the uniform implementation of Automatic Exchange of Information (the "AEOI"). The Federal Act on the International Automatic Exchange of Information in Tax Matters (the "AEOI Act") entered into force on January 1, 2017. The AEOI Act is the legal basis for the implementation of the AEOI standard in Switzerland.

The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. The agreements have, and will be, concluded on the basis of guaranteed reciprocity, compliance with the principle of speciality (i.e. the information exchanged may only be used to assess and levy taxes (and for criminal tax proceedings)) and adequate data protection.

Based on such multilateral agreements and bilateral agreements and the implementing laws of Switzerland, Switzerland will begin to collect data in respect of financial assets, including the Instruments, held in, and income derived thereon and credited to, accounts or deposits with a paying agent in Switzerland for the benefit of individuals resident in a EU member state or in a treaty state from, depending on the effectiveness date of the agreement, 2017 or 2018, as the case may be, and begin to exchange it from 2018 or 2019.

Swiss Facilitation of the Implementation of the U.S. Foreign Account Tax Compliance Act

Switzerland has concluded an intergovernmental agreement with the U.S. to facilitate the implementation of FATCA. The agreement ensures that the accounts held by U.S. persons with Swiss financial institutions are disclosed to the U.S. tax authorities either with the consent of the account holder or by means of group requests within the scope of administrative assistance. Information will not be transferred automatically in the absence of consent, and instead will be exchanged only within the scope of administrative assistance on the basis of the double taxation agreement between the U.S. and Switzerland. On October 8, 2014, the Swiss Federal Council approved a mandate for negotiations with the U.S. on changing the current direct-notification-based regime to a regime where the relevant information is sent to the Swiss Federal Tax Administration, which in turn provides the information to the U.S. tax authorities. The new regime may come into force earliest in 2018.

Table of Contents**UNDERWRITING**

Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC and J.P. Morgan Securities LLC are acting as representatives of each of the underwriters named below. Subject to the terms and conditions set forth in the underwriting agreement among ABB Finance, ABB Ltd and the underwriters, ABB Finance has agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from ABB Finance, the principal amount of notes set forth opposite its name below.

Underwriter	Principal Amount of 2020 Notes	Principal Amount of 2023 Notes	Principal Amount of 2028 Notes
Citigroup Global Markets Inc.	\$ 80,000,000	\$ 120,000,000	\$ 200,000,000
Credit Suisse Securities (USA) LLC	80,000,000	120,000,000	200,000,000
J.P. Morgan Securities LLC	80,000,000	120,000,000	200,000,000
Barclays Capital Inc.	20,000,000	30,000,000	50,000,000
HSBC Securities (USA) Inc.	20,000,000	30,000,000	50,000,000
Morgan Stanley & Co. LLC	20,000,000	30,000,000	50,000,000
Total	\$ 300,000,000	\$ 450,000,000	\$ 750,000,000