

**GENERAL CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES TO EDP GROUP
(EXCLUDING ENERGY)**

1. SCOPE OF APPLICATION

1.1. These General Conditions are applicable to all supplies of goods and services to any company of EDP Group (the Client Company) made by any entity (the Supplier), and they set out the rights and obligations of the Parties, prevailing over any and all customs, trade practices or non-mandatory legal provisions.

1.2. Any derogation or alteration to these General Conditions shall be set out in a specific contractual document or in Particular Conditions that complement these General Conditions, which shall in any case be agreed to in writing and signed by the parties' legal representatives; should they exist, the specific contractual document or the Particular Conditions, as the case may be, shall prevail over these General Conditions.

1.3. If the Client Company and the Supplier have entered into a frame agreement, and provided such frame agreement complies with the formal requirements set out in the previous number, the provisions contained therein shall prevail over these General Conditions regarding the transactions encompassed by its scope.

1.4. The documents mentioned in 1.2 and 1.3, together with the provisions of these General Conditions which are not superseded as a result of the abovementioned rules of prevalence, shall constitute the Contractual Documents which shall regulate the contractual relationship between the Client Company and the Supplier (Contract).

1.5. Any conditions or specifications inserted by the Supplier in any kind of documentation, including in its proposal or in general conditions used by the Supplier in the supply of its goods or in the provision of its services, which contradict the Contractual Documents shall be ineffective towards the Client Company.

1.6 For the purpose of these General Conditions, EDP Group consists of all the companies in which EDP – Energias de Portugal, S.A. holds, directly or indirectly, the majority of the share capital.

2. PURCHASE REQUEST

2.1 A Purchase Request formally expresses the Client Company's intention to acquire the goods and/or services described in it by the Supplier, in the exact conditions stated therein and in the Contractual Documents that may be applicable in accordance with the previous clause.

2.2 The acceptance of a Purchase Request by the Supplier implies that it acknowledges and agrees without reserve to its contents, as well as to the contents of the remaining Contractual Documents that may be applicable; unless it results otherwise from the Contractual Documents, the date of acceptance of the Purchase Request shall be the date of the Contract.

2.3 The acceptance of a Purchase Request shall be confirmed in writing to the Client Company within the period mentioned in the Purchase Request or, in case such period is not referred to, within five working days starting from its reception.

2.4. The beginning of the supply of goods or services without a formal acceptance of the Purchase Request in the applicable period will be understood as an acceptance of the respective content and of the applicable Contractual Documents.

3. SCOPE OF CONTRACT

3.1 The scope of Contract includes all the activities deemed accessory and/or complementary to its complete performance, including, but not limited to, transport, loading and unloading, trial runs, tests and commissioning.

3.2 The scope further includes all materials, documents and other elements that may be required for the correct functioning, operation and/or maintenance of the goods to be supplied, even if they are not completely specified in the Contractual Documents.

4. GENERAL OBLIGATIONS OF THE SUPPLIER

4.1. The Supplier shall be obliged to:

a) Comply with all legal provisions and regulations applicable to its activity and in particular to the contracted supply of goods and/or the provision of services;

b) Obtain and maintain in force all authorisations, licenses and other formalities required for the exercise of its activity in general and those applicable to the execution of the supply in particular;

c) Comply with and ensure that all personnel involved in the supply complies with all labour and regulatory statutes relating to hygiene, health and safety at the workplace, as well as to ensure the adoption of all environmental and sustainability practices required by law, by general regulation or by any specific rules of EDP Group or the Client Company that are transmitted by the Client Company;

d) Establish and pursue policies coherent with the principles of sustainability and ethics adopted by EDP Group and/or by the Client Company;

e) Ensure that it complies with its tax and social security obligations;

f) In case it is authorised to use EDP Group's trademarks, logos or other distinctive signs as part of the execution of the Contract, make such use for the exclusive effect of performing the Contract and comply with all instructions and rules regarding such use that may be transmitted by the Client Company.

5. INDUSTRIAL AND INTELLECTUAL PROPERTY

5.1 Any and all materials and documentation delivered by the Client Company to the Supplier for the execution of the Contract shall be used by the Supplier exclusively to that effect, in accordance with the industrial and intellectual property rights to which they are subjected, and shall be returned to the Client

Company as soon as requested.

5.2 The Supplier shall ensure that it owns all industrial or intellectual property rights required for the execution of the Contract or, alternatively, shall obtain in its favour or in the favour of the Client Company, as applicable, all licences, authorisations or assignment of rights which allow for the regular and unrestricted use by the Client Company of the supplied goods and services.

5.3 In particular, the Supplier warrants that the execution of the Contract shall not entail a breach of any third parties' industrial or intellectual property rights, and shall hold the Client Company harmless and indemnify it regarding any liability for the improper use of material, documents or information that may be protected by any such rights.

5.4 Unless otherwise stated in the Contractual Documents, all projects, designs, software, surveys, reports and other original creations developed by the Supplier when executing the supply shall be the Client Company's property for all purposes.

6. CONFIDENTIALITY

6.1 The Supplier shall maintain under strict and rigorous confidentiality all information obtained in virtue or in connection to the execution of the Contract, including all information received before the Contract date.

6.2 The Supplier shall obtain that all personnel and subcontractors respect the confidentiality of all information they have access to, and shall be responsible for any breach of confidentiality by such persons or entities.

6.3 The obligation of confidentiality shall survive the termination of the Contract for a period of three years.

6.4 Any public disclosure regarding the Contract must be previously approved in writing by the Client Company.

6.5 The Supplier shall destroy all documents, records and files that contain confidential information, whether original or copy, in whatever form, as soon as the reason for their provision by the Client Company ceases, and, in any case, after termination of the Contract.

7. HUMAN RESOURCES

7.1. The personnel used by the Supplier to execute the supply shall be subject to the Supplier's supervision, direction and authority, and the Supplier undertakes to comply with all legal provisions, regulations and agreements applicable to the relationship established with such personnel, namely those referring to the entry and permanence of foreign persons within the Contract's relevant jurisdiction territory, the Supplier being the sole responsible for the fulfilment of all obligations resulting from applicable law.

7.2. If any persons appointed by or representing the Supplier are required to enter the Client Company's premises as part of the execution of the Contract, they shall be obliged to comply with all rules and regulations in force in such premises.

8. EXECUTION OF THE SUPPLY

8.1 The Supplier shall execute the supply in accordance with all technical requirements and conditions, in the agreed quantities and within the contractual schedule.

8.2 The Supplier shall give notice in due time to the Client Company of any circumstances which may hinder or affect the complete and timely fulfilment of the supply.

8.3 The Supplier shall inform the Client Company of any deviation in the specifications, characteristics and requirements of the goods and services to be supplied, and shall immediately propose the changes it deems necessary for the performance of the Contract.

8.4 All changes to the specifications, characteristics and requirements of the goods and services to be supplied, as well as to the execution and completion schedules, shall be previously approved in writing by the Client Company.

9. QUALITY CONTROL

9.1. The Supplier shall be responsible for the quality of the goods and services to be supplied to the Client Company.

9.2 The Client Company shall be entitled to carry out all inspections, audits, surveys and trials of materials and procedures that may be required at any time and even after delivery for quality control of the goods and services, including the right to visit the Supplier's premises for such purpose whenever it sees fit, provided it gives reasonable notice, which shall not be shorter than three days.

9.3 These inspections and audits shall not exempt the Supplier from its responsibility for the quality of goods and services.

9.4 Should the Client Company detect any non-conformity with the agreed contractual conditions during these inspections and audits, the expenses of such actions shall be borne by the Supplier, without prejudice to any other rights to which the Client Company may be entitled under the Contract and applicable law, including the right to refuse the affected goods.

10. PACKAGING, STORAGE AND TRANSPORT

10.1. The goods to be supplied shall be properly packaged and packed in such a manner as to preserve their condition in accordance to their respective usual storage procedures.

10.2. All expenses related to packaging and transport shall be assumed by the Supplier.

10.3 Unless otherwise authorised in writing by the Client Company or agreed between the parties, the Supplier shall not jointly pack goods pertaining to different orders or requests.

11. DELIVERY

11.1. Time of delivery or completion of the goods and services to be supplied shall be those agreed in the Contractual Documents and are an essential condition of the Contract.

11.2 When applicable, all supplies must be accompanied by a bill of lading or equivalent document, containing all legal required information and the identification of the relevant Purchase Request, as well as all technical documentation to be delivered to the Client Company.

11.3. Failure to comply with the agreed milestones or delivery/completion dates, when attributable to the Supplier, shall entitle the Client Company to demand from the Supplier, as liquidated damages, an amount of one per cent of the agreed global price for each week or fraction of week of delay, up to a maximum value of twenty per cent of such price, unless otherwise agreed in the Contractual Documents.

11.4 The application of liquidated damages for delays shall be made without prejudice of the Supplier obligation to comply with the supply obligations, which shall remain intact.

11.5 Clauses 22.2. and 22.3 shall apply to liquidated damages for delays.

11.6. The acceptance of goods and/or services delivered after the agreed delivery or completion date shall not imply in any way the Client Company's waiver of its abovementioned rights.

11.7. Should the goods be delivered before the agreed date, the Client Company shall be entitled to, alternatively and at its sole choice, return them to the Supplier or store them, with the return or storage expenses, as the case may be, being borne by the Supplier.

11.8 The risk of loss or damage of the goods shall be borne by the Supplier until delivery to the Client Company, and the Supplier shall be responsible for keeping and maintaining such goods up to the delivery moment.

12. ACCEPTANCE OF GOODS AND SERVICES

12.1. The goods and services supplied shall only be considered accepted after the Client Company has checked they are in accordance with the agreed requirements and conditions.

12.2 The Supplier shall carry out all tests, trials and commissioning actions for which it may be responsible, with the assistance and under supervision of the Client Company.

12.3. When the whole or parts of the supplied goods or services do not comply with the requirements and conditions established in the Contractual Documents, the Client Company shall be entitled to reject them and the Supplier shall be obliged to repair or replace them, as well as to bear all costs connected to their return, repair or replacement.

12.4 Alternatively, the Client Company may choose to accept the supplied goods and services; in such case, a document confirming the reception shall be drawn, indicating all detected non-conformities and establishing the deadlines for their correction; the Supplier shall be obliged to eliminate such non-conformities in accordance with the agreed terms.

12.5 The Client Company's rights set out in the previous numbers do not preclude the possibility to terminate the Contract as set forth below.

13. PRICES

13.1 Prices shall include all costs and expenses necessary to execute the supply, including but not limited to packaging, loading, shipment, transport, unloading and insurance.

13.2 Unless the Contractual Documents contain a price revision or update mechanism, prices shall be fixed and not revisable.

13.3 Prices shall further include all duties, taxes and charges in force from time to time, as well as all costs, expenses and charges related to customs, import and export of goods.

13.4 The Supplier shall bear the risk of any change in incidence rules and amounts of the duties, taxes, charges and expenses mentioned above, and shall not be entitled to any price adjustment due to such change.

14. PAYMENT CONDITIONS

14.1. Prices of goods and services shall be invoiced after the respective delivery or completion unless another date or schedule is agreed upon in the Contractual Documents.

14.2 Unless otherwise agreed in the Contractual Documents, all invoices shall be due and payable 60 days after they are received by the Client Company.

14.3. Payments shall be made by bank transfer, the Supplier being obliged to indicate the banking data required for such transfer.

14.4 Payment shall always be subject to analysis and checking of the invoice.

14.5 If any inaccuracies are detected in the invoice, the Client Company shall be entitled to retain the part of the price to which it objects, provided it pays the remainder of the price.

15. INVOICES

15.1. The invoices shall be sent in duplicate to the invoicing address indicated by the Client Company, and shall clearly mention the Purchase Request number as well as all other elements required by law.

15.2. When applicable, all invoices shall be issued as to allow the Client Company to deduce, retain or pay any duties, taxes or charges it must or may deduce, retain or pay according to applicable law.

15.3. Non-compliance with any applicable provisions, inaccuracy of the invoiced amounts or quantities or non-conformity of the supplied goods or services shall give cause for the return of the invoices; in case the invoices are returned, the term for payment shall only start upon reception of duly corrected new invoices.

15.4. Invoices shall be issued in the contractual currency, which unless otherwise agreed in writing by the parties shall be the currency with legal tender status in the place in which the Client Company's registered office is located.

15.5. The Client Company shall have the right to elect to use an electronic invoicing system, at any time, the Supplier being obliged, in such case, to comply with all legal provisions applicable thereto.

16. GUARANTEE

16.1 Unless otherwise provided by law or agreed in writing by the parties by written agreement, the guarantee period of the supplied goods and services shall be of at least two years starting from acceptance.

16.2. The Client Company shall give notice to the Supplier of any detected defects.

16.3. The Supplier shall be obliged to eliminate all defects from the goods and services supplied under the Contract, at its own expense, within the period of time indicated by the Client Company and in terms satisfactory to it.

16.4. Should the Supplier fail to eliminate the defects from the goods and services as set out in the previous number, or in urgent cases in which immediate elimination is required to avoid any risk or greater damage, the Client Company shall be entitled to, at the expense of the Supplier, directly eliminate the detected defects, or to appoint a third party to do so.

16.5 All components and materials incorporated in the goods in execution of the guarantee shall have a new guarantee period of at least two years starting from the date of their incorporation.

17. SUB-CONTRACTING AND CONTRACT ASSIGNMENT

17.1 The Supplier cannot subcontract the whole or part of the supply, unless it obtains the Client Company's previous written consent.

17.2 In case of total or partial subcontracting the Supplier shall remain the sole responsible for the supply towards the Client Company.

17.3 The Supplier cannot assign the whole or part of its contractual position, or any rights resulting from the Contract, without the previous written consent by the Client Company.

17.4 The Client Company can freely assign its contractual position to any company included in EDP Group.

18. FORCE MAJEURE

18.1 If any unpredictable or, if predictable, unavoidable objective circumstances outside of the parties' control prevent the fulfilment of their respective obligations, none of the parties shall be liable for non-compliance with such obligations, in accordance with applicable law.

18.2 The Supplier shall inform the Client Company in writing as soon as possible and in any case in less than two days after having knowledge of the same, the causes, starting date and predictable end of any *force majeure* situation.

18.3 The following circumstances shall not be considered force majeure:

- a) Lack of personnel and/or materials;
- b) Delay or breach of contract by subcontractors;
- c) Strike, lock-out and other measures for settling labour conflicts.

19. INSURANCE

19.1 The Supplier shall enter into and maintain effective while the Contract is in force, at his own expense and with reputable insurance companies, all mandatory insurances required by law and by the Contractual Documents.

19.2 At the Client Company's request, the Supplier shall provide the Client Company with evidence of the conclusion and effectiveness of any and all insurances set out in the Contractual Documents with the required coverages.

19.3 The Supplier shall also ensure that all subcontractors, if any, also enter into and maintain the abovementioned insurances.

20. LIABILITY

20.1 Each of the parties undertakes to promptly fulfil the obligations arising from the Contract, and shall be liable for any damages arising directly from a failure to do so.

20.2 The Supplier shall be the sole responsible for the supply of goods and provision of services, and shall therefore be responsible for the tasks carried out by its personnel while executing the supply, as well as for the activities of its subcontractors.

20.3 The Supplier shall be liable for any expenses, costs or compensation arising from damages caused to the Client Company or to third parties as consequence of defects of the goods and services supplied to the Client Company, even if they were not detected in the inspections and audits conducted by the latter.

20.4 The Supplier shall assume all non-contractual liability, including personal injury and property damage to which it has given cause, directly or through its personnel or subcontractors, to the Client Company, its personnel and/or any third parties.

21. TERMINATION

21.1. The Client Company shall be entitled to terminate the Contract, in whole or in part, in the following cases:

- a) Irremediable breach of the Supplier's obligations;

b) Breach of contract that is considered remediable by the Client Company and is not remedied within the time period set out for such purpose by the Client Company;

c) Dissolution or liquidation, voluntary or not, as well as the filing of any judicial or extra-judicial procedures intending to assess the Supplier's debt, including insolvency or creditors' conciliation procedures;

d) Interruption of the Supplier's business activities, whatever its causes and even if the interruption is merely *de facto*;

e) Definitive breach by the Supplier of any other contract entered into with a company of EDP Group;

f) Corporate change or objective modification of the Supplier's structure that effectively causes an adverse impact in the Contract's execution;

g) Occurrence of any other termination events set out in the Contract or by law.

21.2. Termination shall always be notified to the Supplier by registered post with acknowledgement of receipt and shall be effective from the date of reception.

21.3. In case of termination, in whole or in part, the Client Company shall pay the Supplier the part of the price corresponding to the goods and services accepted to date and not paid, and the Supplier shall reimburse the Client Company of any exceeding amounts that it may have received, as the case may be, without prejudice to any penalties or compensations that may be due as a result of breach of contract.

22. LIQUIDATED DAMAGES

22.1. The Supplier's failure to comply with its contractual obligations, other than the agreed milestones or delivery/completion dates, shall entitle the Client Company to demand from the Supplier as liquidated damages an amount of one per cent of the affected goods and services, for each contractual breach, unless otherwise agreed in the Contractual Documents.

22.2. The liquidated damages applied in accordance with the previous number or under other provisions of the Contract shall be considered liquidated and claimable credits, and the Client Company shall be entitled to compensate such credits with any debts it may have towards the Supplier, as well as to deduce their value to the extended guarantees.

22.3. The payment of liquidated damages shall not exclude the Client Company's right to demand an indemnification for exceeding losses nor its right to terminate the Contract.

23. NOTICES

Unless otherwise indicated by the Client Company, all notices to be given under the Contract shall be made in writing, through registered post with acknowledgement of receipt when such formality is required by the Contractual Documents, or, if no such requirement exists, by any other means accepted by the parties, and shall be sent to the addresses indicated in the Purchase Request and in the Acceptance of the Purchase Request, or to any other addresses indicated by the parties to that effect.

24. APPLICABLE LAW AND JURISDICTION

24.1. The law applicable to the Contract shall be the law of the country in which the Client Company's registered office is located, unless otherwise expressly agreed in the Contractual Documents.

24.2. All disputes arising from the Contract shall be submitted to the jurisdiction of the Client Company's registered office or to the jurisdiction of the place of performance of the Supplier's obligations, at the Client Company's choice.

25. GENERAL PROVISIONS

25.1. The invalidity of any dispositions in the Contract does not entail the invalidity of the remaining provisions.

25.2. The Contract does not imply the existence of any joint and several relationship between the Supplier and the Client Company and each one of them shall remain responsible for the obligations resulting from their respective activities, whatever their nature; the parties declare that no relationship of a corporate, labour, tax or social security nature is created between them.

25.3. The tolerance by any party of regarding any breach of the contractual provisions shall not constitute, in any case, a novation or a waiver to any right.

26. MANDATORY PROVISIONS

Whenever a contractual provision is in contradiction with an applicable mandatory legal provision the parties shall replace the affected provision with another in conformity with the law which allows for the achievement of an economic result as close as possible to that which would have resulted from the application of the replaced provision.

