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RECORD OF CHANGES TO THE LAST VERSION			
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### **1.- Object**

The object of this Technical Specification is to establish the general requirements that the Contractors must fulfil for the execution of work or provision of services contracted by any company of the group Neo (further referred to as The Client).

The scope of this Technical Specification does not include employment contracts made with Temporary Employment Agencies, which shall be object of a specific Technical Specification.

### **2.- Scope**

The addressees of this Technical Specification are the Approved Contractors that provide services to the Client.

The approval of the Contractor is a necessary requirement for procurement and may be obtained either by registering the Contractor in the Client's Suppliers Database or by means of an internal assessment procedure.

These general conditions are to be attached to the Requests for Proposal placed by the Client, for contracting works and/or services, and they shall be applicable to any subject that is not expressly provided for in the Contract or in the documents that complement it.

Any exception to these General Conditions shall only be applicable and valid if it is previously established in writing and it includes the Client's express agreement.

### 3.- Methodological Development

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### 3.1. Bids

The offers must be valid for at least 90 (ninety) days after the end of the period for offers presentation.

If, after receiving the request for proposal, the Contractor decides not to present a proposal, it shall notify the Client, within a maximum of 3 (three) days and it shall return all documents annexed to the said quotation request within the same time period.

The presentation of a proposal by a Contractor to the Client implies, in case of being awarded the contract, the acceptance of these General Conditions which shall become an integral part of the said contract.

### 3.2. Award

The award shall be made by means of a contract (further referred to as the Contract) which can be a request, an approval of a quotation, a specific contract or a framework contract, including all the documents that are expressly referred to as an integral part of it.

### 3.3. Compliance with norms and provisions

The Contractor is under the obligation, on its own responsibility, to manage, arrange and provide for all the final licenses, permits and authorizations required for fulfilling the object of the contract, which shall include, for example, all municipal licenses required for the construction works, the transportation permits, approval of the facilities and systems, machinery approval, equipment tests, etc.

The Contractor is under the obligation to pay the fees, taxes and expenditures that may arise from the previous licenses, permits and/or authorizations, even when obliged by law to require those on behalf of the Client.

The Contractor is under the obligation to maintain such licenses, permits and authorizations valid for the duration of the Contract.

The Contractor shall strictly comply with all laws, orders and rules, either local, municipal, county, regional or state, which may apply to the operations of the Contractor during the execution of the works or provision of the services included in the scope of the Contract; Furthermore, the Contractor takes on the obligation to indemnify and exempt the Client and its employees and representatives from any liability arising from non-compliance due to actions or omissions, even if this might be required from the Client or its employees.

### 3.4. Knowledge of the site and complementary documents

For those cases when the execution of the works or the provision of the services is carried out in identified and determined physical areas, it shall be considered that the Contractor has examined the site in order to get to know its conditions.

The Contractor accepts the conditions of said areas and, after the awarding of the contract, no price increase shall be admitted, in any case, to correct errors in the works' cost estimate due to the site's conditions.

Furthermore, the Contractor declares to know the contents of all the documents, plans, specifications and provisions included in the Contract, regarding the performance and/or execution of the contracted work or provision of the contracted service.

### 3.5. Subcontracting

For executing the works that are object of the Contract, the Contractor is only allowed to subcontract the companies included in the list of sub-contractors and of works to be subcontracted approved by the Client, annexing it to the Contract.

Otherwise, the Contractor is not allowed to subcontract, either totally or partially, the execution of the works that are the object of the Contract without the previous express approval in writing by the Client. For that, the Contractor shall inform the Client about the main data and characteristics of the subcontractor, about the technical scope of the works it is supposed to carry out, as well as about the bid made by the subcontractor.

The authorization granted by the Client to the Contractor to subcontract any work related to the Contract or order does not imply the establishment of any bond or contractual relationship between the Client and the Subcontractor, and the Contractor shall always be responsible for all the activities of said subcontractors.

The Contractor is under the obligation to inform its Subcontractors about the conditions of the Contract and to send the Client, if it so requires, a copy of the Contract signed by both of them including that information.

The Contractor shall always be liable for all actions of its subcontractors, as well as for the obligations taken in the execution of its works, regardless of their type.

The Subcontractors' personnel shall, for all purposes, be considered as belonging to the Contractor, which shall be bound to inform the Client about the compliance of the employment, social and any other type of obligations, under the terms of these GENERAL CONDITIONS.

The Client shall not be liable to any subcontractor, or its personnel, for any complaint arising from the Contract; and the Contractor must provide an express renunciation in writing by the subcontractor to any right to claim the Client any amount owed by the Contractor to the subcontractor.

### 3.6. Industrial property

The Contractor assures the Client that it has the required patents, licenses and, generally, all other intellectual and industrial property rights required for carrying out the object of the Contract. Otherwise, the Contractor shall be responsible for obtaining the assignments, permits and authorizations required from the holders of the patents, models and corresponding factory brands, bearing the costs of the rights and compensations for such elements.

The complaints made by holders of intellectual and industrial property rights as a result of the execution of the Contract shall be assumed by the Contractor, which is liable for all their consequences, fully safeguarding the Client.

All drawings, Plans and Specifications provided by the Client to the Contractor for carrying out the works, as well as the inventions, patents, utility models and other intellectual property rights that arise or that may arise from any documents provided by the Client to the Contractor for carrying out the Works, shall be considered as belonging to the Client.

### 3.7. Brand and image

The Client is the sole holder of the brands edp renováveis in all their forms, trade names, logos, corporate signs and/or graphic images.

For the purposes of fulfilling the Contract, the Contractor is allowed to use the brand edp renováveis for the material for which it is granted express approval and according to the conditions established in the Contract, in the present General Contracting Conditions, in the Manual for the Collaborative Companies and the guidelines provided by the Client at any time. The expenses arising out of the use of the brand and image of edp renováveis shall be borne by the Contractor, with the exceptions afterwards considered.

The use of the corporate symbols and image of the brand edp renováveis by the Contractor, for the provision of the contracted services and/or the execution of the contracted works, shall not imply, in any situation, that the Client assumes a position of employment and liability in relation to its personnel, which corresponds, exclusively, to the Contractor.

The Contractor shall instruct the employees assigned to provide the contracted services about the conditions for the use of the corporate brand and symbols of the Client.

The Contractor shall be directly responsible for the good image of edp renováveis, used for the fulfilment of the object of the Contract, being under the obligation to maintain in good condition all the material displaying the said brand, at its expense, and if necessary to provide the required maintenance.

The Contractor shall compensate edp renováveis for any damage or loss caused to it by non-compliance with the guidelines about the brand and image included in these general conditions, in the Contract or provided by the Client.

Without prejudice to maintain everything else included in the Contract, the Client reserves the right to revoke the authorization granted for the use or change the conditions of the use of its brand, logos and/or any of the corporate symbols which it owns, by means of a simple written communication to the Contractor, assuming the costs incurred by the latter as a result of such decision as long as these are duly justified.

Unless otherwise agreed, the authorization for the use of the brand edp renováveis shall be valid for the duration of the Contract; after its term, the Contractor shall immediately stop using them, providing for their removal and destruction or, if so required, return them to the Client.

In addition to the all the above mentioned, if the contracted services are to be supplied by phone, the Contractor shall adapt to the sales arguments, communication proceedings and customer phone service provided by the Client.

### 3.8. Quality control, inspections and tests

The Contractor is under the obligation to comply with all the quality control conditions that the Client has implemented for works and services.

The Client and its representatives are allowed to inspect at any time the execution of the works or services, as well as the worksite or workshops, where it manufactures, assembles or stores the materials

or equipment meant to be used for the contracted works or services, with the purpose of inspecting their manufacturing, assembly or storage procedures.

Besides the tests or trials established in the Contract, the Contractor shall carry out all the trials required by the regulations in force or by good practice standards.

All the costs deriving from the inspections and tests carried out and, if applicable, all the repairs that prove to be necessary are to be borne by the Contractor, including the travel expenses of the Client's personnel, in case the tests or inspections need to be repeated for reasons not attributable to the Client.

The approval by the Client of the tests and trials carried out by the Contractor does not exempt the Contractor from any liability.

### **3.9. Technical management and supervision of the works**

The Contractor shall be in charge of the management of the works carried out or the services provided, being solely liable for that, without prejudice to the control, supervision or surveillance activities for which the Client, if applicable, may reserve the right.

The Contractor shall inform the Client every two weeks about the work progress and, in particular, about all incidents related to it, being under the obligation to report, immediately and in writing, any suspension of the contracted works, whether total or partial.

The Client may require, at any given moment, the documents and data that the Client may consider necessary for obtaining comprehensive information about the execution of the contracted works or the provision of the contracted services. The Contractor shall provide these documents in paper and digital formats and according to the layout required by the Client for each case.

The Contractor shall provide to the Client the daily work reports, signed by the designated Person in Charge, including all the information and using the supports and formats required by the Client at any time (Work Order, execution date, professional category...) and it shall be responsible for providing accurate and truthful information.

### **3.10. Orders for changes**

The Client is allowed to propose, at its discretion, all changes in terms of the form, quality or quantity of the works or the services, which it deems necessary.

In turn, the Contractor is allowed to propose any variation in the scope of the works, which may be necessary for the good performance of the works, and this must be approved by the Client in writing. Otherwise, the Contractor may not carry out the said changes.

The changes referred to in the previous sections shall be assessed by a common agreement, and put in writing by means of the document "Order for Change", which shall include the scope, content, economic valuation and a study for the execution deadline, and shall be approved by both parties. Notwithstanding that, the Client reserves the right to order the execution of the said changes according to the supplier's prices per hour set forth in the Contract or, if not included there, in the Contractor's Proposal.

Under no circumstance shall the execution of said changes alter the milestones calendar, which shall be strictly complied with by the Contractor, unless otherwise established in the Order for Change.

### **3.11. Suspension of the works**

The client may order the suspension of the works, completely or partially, by means of an express suspension order that the Contractor shall be obliged to comply with, in the following cases:

1. If the Contractor is carrying out the works in a defective or inadequate way, or if the works are not being executed in accordance with the provisions of the Contract and its annexes.
2. If the means and methods used by the Contractor are not adequate for ensuring the correct provision of the services and/or execution of the works, in accordance with the required safety standards, in order to prevent damage to people and goods.
3. If the means and methods used by the Contractor are not adequate for ensuring that the works, which are the object of this contract, are executed in accordance with the quality requirements defined by the Contractor itself.
4. If the Contractor does not comply with the orders given by the competent authorities referring to the tasks assigned to it.

If any of the previously mentioned circumstances occurs, and following previous and express request by the Client, the works must be immediately suspended until the circumstances that motivated the suspension are corrected. In any case, all costs arising from that circumstance shall be borne by the Contractor

Notwithstanding that, the deadlines and milestones established in the Contract and its annexes shall not be extended and the Contractor shall continue to be obliged to comply with them.

### **3.12. Guarantees, securities and penalties**

#### **3.12.1. Guarantees**

The Contractor assures the Client that the works and/or services are correctly performed, in accordance with the provisions of the Contract and with all specifications and plans included in it, or that come to be included afterwards, and with the deadlines defined in them; it assures as well that the work shall be duly carried out in all its aspects and that it shall have no flaws.

Besides, the Contractor assures the Client that the materials, equipment and components provided by it comply with the agreed specifications and the required norms and regulations, are adequate for their purpose or use, have the required quality level and have not been used.

The guarantee period for the contracted works or services shall be that indicated in the Contract; or, if not included there, it shall be eighteen (18) months after the date of the works' provisional acceptance certificate provided to the Client; or it shall be twelve (12) months from the beginning of the operation or normal use of the site/facilities by the Client, whatever occurs first.

During that period, the Contractor shall carry out repairs or replacements of the facilities, equipment or elements that show any defect, failure or anomaly in terms of design, materials, workforce, manufacture, operation or performance. The Client shall be the one to decide when to carry out any repair or, if it is the case, replacement.

The abovementioned repairs or replacements shall be carried out as soon as possible, by the Contractor, without interfering with the other works, services or the normal activity of the Client or, if that is not possible, with the minimum inconvenience, whether in terms of delays, interference with other works or unavailability of the facility. The Contractor shall bear all costs incurred in order to fulfil this guarantee, such as disassembly, transportation, assembly of equipment or elements and any other.

If the Contractor does not, within a reasonable time, diligently comply with the obligations arising from this guarantee, the Client is entitled to, at its discretion, correct said flaws, whether directly or by means of a third party; the costs arising from that shall be borne by the Contractor or the security provided, being further obliged to compensate the Client for the damage caused. The guarantee period for the works or materials that need to be provided again, replaced or repaired in the abovementioned terms, shall have the same duration as the previous one, counting from the date of their execution, replacement or repair.

### 3.12.2. Bank guarantee

At the Contract's signature date, the Contractor shall provide the Client with a first-demand bank guarantee for 10% of the total price of the Contract, in accordance with the template included as Annex 1, as a guarantee for the full compliance with the obligations and liabilities arising from it.

The guarantee shall be issued by a renowned Spanish financial institution and shall be valid until the deadline of the guarantee period for the contracted works or services.

If, following a revision of the Contract, a contract price increase is agreed, the Contractor shall provide the Client a new complementary bank guarantee with the purpose of guarantying 10% of the Contract's final price, within 20 days following the date of the agreement for the referred increase.

If, for the validity of the Contract or its guarantee period, it comes to be completely or partially executed by the Client, the Contractor shall restore the guarantee's total value, under the previous terms and within a maximum period of 15 days following the requirement made by the Client for those purposes.

### 3.12.3. Penalties

Non-compliance by the Contractor with the execution or delivery deadlines (whether total or partial) as established in the Contract, shall lead, unless otherwise agreed, to a penalty of 1% of the Contract's total amount, per week or period of delay, up to a maximum of 10% of the said total price and regardless if there is one or several delayed instalments.

In case there are defects, anomalies or breakdowns in the facilities, materials or equipment (whatever their cause), both in terms of their manufacture and availability, the Client shall be entitled to apply a penalty equal to the one referred above, for each full week that goes by without the required repair or replacement having been started. This period shall begin on the date when the Client informs the Contractor of the said breakdown or defect.

In case it is not possible to correct the existing defects or anomalies and the equipment's or the contracted items' performance or availability level is below the one guaranteed, the Contractor shall pay to the Client the penalty agreed upon in the Contract.

## 3.13. Economic conditions

### 3.13.1. Price and payment terms

The price of the Contract includes all that is part of its object and that the Contractor must provide or perform in order to fulfil it, with no other exceptions than those expressly excluded from it.

The prices included in the Contract are final, fixed and cannot be revised for the duration of the Contract, unless expressly agreed otherwise in the scope of a change of the object or the validity of the Contract.

Unless otherwise established in the Contract, the invoice shall be due and payable within 90 days counting from the invoice entry date in the Client's Purchase Directorate Register. Without prejudice to the above-mentioned, the Client reserves the right to return the invoice to the Contractor if it omits any of the data that is referred to in section 3.13.2 of these General Conditions that is legally required or that is necessary for tax purposes, or in case the works or services provided are not compliant. This return shall render invalid the previously registered entry date of the invoice.

The payment shall be made by means of a bank confirmation on the 5th or 20th day of the month following the invoice's due date.

In any case, all payments made before the provisional acceptance or handover of the works shall be considered as advances on account and shall not, at any moment, compromise their quality level.

### **3.13.2. Structure of the invoices**

The invoices shall be issued within the established deadlines or in compliance with the milestones that the Parties expressly agree upon in the Contract, and shall be sent in duplicate to the Management of the Business Unit which requested the contracted Service and/or Work.

The invoices, like the construction certificates, shall include the document number (Contract, Request, Quotation Approval or Execution Order) and its structure shall in accordance with the relative costs of the contracted Service and/or Work.

For proforma and/or commercial invoices to be accepted, the Contractor must provide to the Client the daily work report, construction certificate or any document required at any given moment, duly filled in.

### **3.14. Transfer of ownership and risk**

Unless otherwise provided for in the general conditions of the Contract, the ownership of the works, facilities, equipment and/or materials supplied by the Contractor shall be transferred to the Client, free from charges or encumbrances, at the time of their payment or when these are delivered at the Client's premises, or at the execution site of the contracted works or services, whatever happens first, and without prejudice to the Client's right to refuse to accept those works, facilities, equipment and/or materials due to a lower quality level than the one agreed or due to non-compliance with the agreed specifications.

Regardless of the date of the ownership transfer of the works, facilities, equipment or materials, the transfer to the Client of all the risks associated to those, with no exception, shall be in effect from the provisional acceptance.

### **3.15. Delivery conditions**

The delivery of the materials shall take place at the time and place agreed upon in the contract/request, under DDP terms as per Incoterms 2000.

### **3.16. Organization of the human and material resources**

The Contractor shall have a real business structure, with its own human and material resources adequate for the performance of the activity contracted by the Client, which it shall organize and employ, aiming at the correct execution of the contracted activity and for which it shall be solely liable.

The Contractor takes on the obligation to create an autonomous work organization so that no employment relationship, within the scope of the laws in force, is established with the Client.

The Contractor shall have the contracted works executed and/or services provided by personnel that are part of its workforce, hired in compliance with the laws in force, who have the required training, experience or qualifications for the proper execution of the contracted services; it shall provide a professional history of said employees upon request by the Client.

The Contractor shall inform the Client about any changes in the personnel assigned for the provision of the services and/or the works that are the object of this Contract, as well as about any other circumstance that may affect their normal execution.

The Contractor shall be exclusively in charge of work organization, tasks assignment and employees' control, as well as of any other general activity related to the management of the contracted services; and it shall assign one person to be in charge of the personnel technical organization and management, who shall be responsible for service development as well as for the relation with the Client.

The conditions of employment and disciplinary rules of the Contractor's employees are its sole responsibility, and it shall be responsible for managing and directing its own employees and complying with its employment obligations, according to the applicable legal regulations.

Notwithstanding that, if there are justified reasons (namely, non-compliance with the Client's preventive policy) or in case of a reasonable and justified previous request by the Client, the Contractor agrees to replace, with no additional charges, those employees that repeatedly engage in behaviour that is not compatible with the objectives of the work to be performed.

The Contractor shall provide its personnel with workwear bearing its brand or distinctive sign, except for those cases expressly agreed otherwise, for reasons related to the corporate image.

When the activities that are the object of the Contract need to be carried out in the Client's or a third party's worksites, the Contractor's employees shall leave the facilities and items used for the work clean and in good order; this is to be done immediately after completion of the work corresponding to each activity or location or on a daily basis for work carried out during several days.

The Contractor shall collaborate with the other companies, personnel or entities which the Client may assign for the performance of other tasks in the same worksite, complying with the due courtesy rules in relation to them. This collaboration shall not imply, under any circumstance, a price change or a revision of the completion deadlines provided for in the Contract.

The Contractor shall provide all documents referring to its personnel, the company and the occupational risk prevention, specified in Annex 5. The Contractor shall also report to the Client the entrants and leavers from among the employees assigned for the provision of the services and/or the execution of the works, as well as other changes that may affect the normal execution of the contract, attaching all documents that justify said changes.

The personnel of the Contractor and its Subcontractors shall submit to the identification rules defined by the Client.

In case the work is carried out at the Client's facilities and, as a result of its duration or nature, number of assigned workers or regulatory demands, it is necessary to install toilets, showers, changing facilities, storage areas for combustible materials, small-size spare parts, tools and others, the Contractor shall provide for that, bearing the associated costs, on the site made available by the Client for those purposes.

The Contractor shall provide to its employees the tools, utensils, resources, safety equipment and, in general, all the material required for the execution of the contracted works, bearing all costs related to their purchase, maintenance and replacement. In exceptional cases, the Client may provide to the Contractor the equipment that comes to be necessary for adequately carrying out the contracted works, subject to the price and the other conditions included in the Contract, for that purpose.

### **3.17. Employment and social obligations. Risk prevention**

#### **3.17.1. Employment and social obligations**

The Contractor takes on the obligation to comply with the employment regulations in force for the duration of the Contract, namely, among other conditions, to include the staff members assigned for this service in its permanent workforce or hire them by means of a legal employment contract, to ensure that they have the required qualifications for carrying out the contracted work, to pay the corresponding salaries regularly and to duly comply with its obligations in terms of Social Security.

The employees hired by the Contractor shall report exclusively to it, and there shall be, under no circumstance, no employment relationship between said employees and the Client; the employment obligations towards said employees shall be exclusively assumed by the Contractor, such as the payment of salaries, entrants and Social Security fees, insurance for occupational risk and occupational diseases, among others. The Client shall be exempt from any employment obligations, both direct and subsidiary, towards the employees working for the Contractor.

The Contractor shall hold the Client harmless from the consequences it may suffer resulting from any action, claim or procedure submitted by a third party as a result of non-compliance with any employment or Social Security obligation, bearing the amounts that result from it. In this case of non-compliance, the Client shall be allowed to withhold, from any accrued amount due to the Contractor, a value that equals the total liability that it reasonably estimates to be possible to arise from that.

#### **3.17.2. Health and Safety**

The Contractor shall adopt all measures required to comply with the rules in force in terms of Occupational Health and Safety. As a consequence of this engagement, the Contractor shall undertake the implementation of the necessary actions to mitigate the risks related to their activities, plan the necessary corrective and preventive actions, provide training and information about risks to its workers and follow the standards, procedures and rules provided by the Client. Without detriment to the foregoing, the Contractor shall comply with its obligations regarding cooperation and coordination between contractors demanded by law.

The Contractor is responsible for the Health and Safety of the all employees, both its own and its Subcontractors, working in the scope of the Contract execution.

The Contractor shall provide evidence to the Client, according to the contractual terms or whenever requested to do so, of the following points:

- That, when carrying out its activities in a worksite belonging to the Client, the Contractor has taken into account the information received from the Client regarding occupational risks identified at the worksite, both during the assessment of the activity risks and the planning of its preventive actions.
- That the Contractor is executing the Contract observing the local rules and regulations.

- That, prior to the commencement of the works, the Contractor has provided to its workers adequate training about the risks of the work that they shall perform. Also, workers have to be informed Health and Safety measures regarding that work, the protective equipment to be used and the measures to adopt in emergency situations.

When the Contractor shares the same worksite with one or several companies, it shall comply with the duties of co-operation and liaison and should appoint a Safety Coordinator, if required by the country's CDM (construction, design and management) Regulations.

Whenever there is an incident in the execution of the works, in addition to complying with the country's standard procedure, the Contractor shall report it to the Client immediately, under the terms of the Technical Specification TS/103 "Contractor's Incident Communication" complying with its provisions in terms of reporting and inquiry .

The Client shall supervise the application of the Health and Safety rules and requirements, and that shall not exonerate the Contractor from its responsibility for complying with them.

Without detriment to the responsibilities taken by the Contractor, if the Client notices any non-compliance with rules referring to Health and Safety , it shall report that fact to the Contractor so that it immediately corrects the flaws identified; if the required measures are not immediately taken by the Contractor to effectively solve the problem, the Client reserves the right to suspend the work, and hold the Contractor responsible for the economic effects of such suspension; despite this, the Client is entitled to resolve the Contract, if the non-compliance circumstances are considered serious enough or are not addressed in due and time manner.

Additionally to this document, that includes general OHS information, the Client may provide a detailed OHS specification applicable for contracted works. The Contractor is obliged to familiarize and accept this specification before the Contract execution.

### **3.18. Tax obligations**

The Contractor declares that it has no pending tax obligations and agrees to comply with them according to the law for the duration of the Contract, declaring also to be able to provide evidence of that by means of a certificate issued by the Tax Authorities in the 12 (twelve) months prior to the payment of each invoice, in the terms of article 43.1 .f) of the Spanish General Tax Law and subsequent others.

In case the Contractor does not comply with any of the obligations required by the Tax Laws, the Client shall be entitled to withhold the payment of any pending amounts, up to an amount that equals the total liability that it reasonably estimates to arise.

### **3.19. Environmental protection**

The Contractor shall adopt all necessary measures to ensure strict compliance with environmental regulations.

The maintenance and replacement equipment, temporary installations and surplus materials, as well as garbage, debris, packaging, waste and in general all types of residues shall be removed and managed by the Contractor, or by a duly authorized company paid by the Contractor if the type of residues so requires, as soon as the activities are finishing, in a safe and non-contaminating way, leaving the area completely clean and free.

The Contractor takes on the obligation to immediately inform the Client about any environmental incident that occurs during its execution, providing a written report describing its scope and causes.

The Contractor shall be responsible for any damage caused to the environment and/or the Client and for any penalty, sentence or complaint that may arise due to non-compliance of its obligations as far as the environment is concerned.

### 3.20. Personal data protection

If the Contractor requires access to computer files that contain personal data, which are owned by the Client and for which it is responsible, the Contractor shall provide its service within the frame of Law on Personal Data Protection.

The Contractor shall only handle the personal data file(s) according to the instructions provided by the Client, within the scope of the contracted services.

The Contractor shall not use the data file(s) for any objective other than to provide the contracted services, nor for any purposes different from the ones established and conveyed by the Client's instructions; and it shall not share them with any third party, not even for storing them, except in those cases in which it is necessary to subcontract, being duly authorized, any of the services.

The Contractor and, if applicable, its subcontractors, shall adopt the technical and organizational measures which, according to Law on Personal Data Protection, ensure the security of personal data and prevent that they be altered, lost, manipulated or accessed without permission, according to its corresponding level.

After finishing the service provision which had created the need for accessing the said files, or if the contract is terminated, the Contractor and/or Subcontractor shall take on the obligation to destroy or return to the Client all hard copies, as well as any copies made of the files, which include any personal data.

### 3.21. Insurance

For the duration of the Contract, the Contractor shall take out the following insurance policies, paying for them and keeping them valid:

- Civil Liability Insurance that covers possible liabilities incurred by the Contractor and/or its Subcontractors, for damages to and losses of human or material resources, including its employees, the Client or third parties, due to or as a result of the performance of the contracted work; this shall be taken out and kept valid for the duration of the Contract, with an renowned insurance company.

This Civil Liability Insurance shall, under no circumstances, cover for less than what is specified in the TS/101 "Assignment of Civil Liability limits and Policies. All risk, construction and assembly", or in the Side Letter annexed to the Request for Proposal, in cases where the complexity of the work requires specific terms.

This policy shall include post-work civil liability, cross civil liability and ownership liability

- Insurance for all Construction and Assembly Risks (in the case of construction works Contracts), covering material damage and/or losses occurred during the construction or assembly works, including those of equipment and machinery used in them. The general indemnity amount shall

be, as a minimum, the value of the Contract. Such insurance shall be kept in force from the works beginning date until the provisional acceptance by the Client and include the following coverage: all construction and assembly risks; debris removal costs; machinery and equipment; natural risks; strikes, mutiny and civil disturbances; terrorism; extended maintenance; pre-existing elements (if any) and adjacent elements (if any). This insurance shall allow for the Client to contract the Advance Loss of Profit Insurance (ALOP), when appropriate.

This Construction All Risks Insurance shall, under no circumstances, cover for less than what is specified in the TS/101 "Assignment of Civil Responsibility limits and Policies. All risks, construction and assembly.

- Transportation Insurance (whether for sea, air or land transportation), covering the losses, delays and/or damage to equipment or materials to be used for the contracted construction work or installation, while in transit. The indemnity amount per journey shall be, as a minimum, the maximum value of the carried goods. The policy shall be valid up to the date in which the Client signs the document attesting the compliance of all materials and equipment included in the contracted works or installation. This insurance shall allow for the Client to contract the Advance Loss of Profit Insurance (ALOP), when appropriate.
- Compulsory Work Injury and Sickness Insurance for all employees, including temporary and permanent work disability and death, under the conditions determined by the laws in force for each case. It is the Contractor's responsibility to ensure that its Sub-contractors also comply with these same insurance covers, keeping them valid, for their own employees.
- Compulsory Motor Insurance for Carrying Goods or People and Optional Civil Liability.
- Any other compulsory insurance in accordance with the laws in force.
- Any other insurance or guarantee requested by the Client, in compliance with the provisions of the Contract, or by the administrative authorities in compliance with the regulations in force.

Furthermore, the abovementioned insurance shall cover the risk of damage caused by the Sub-contractors hired by the Contractor.

The amounts paid by the insurance companies for the insurances taken shall be used for repairing the damage caused and/or replacing the damaged goods.

The Contractor takes on the obligation, for the duration of the Contract, to inform the Client about any event that affects the validity and the conditions of the insurance policies taken. In case of accident, the Contractor shall immediately notify the Client, whatever the nature, causes and range of the accident, by sending it a written report detailing the circumstances.

In case of accident, any variation in the indemnity payment, due to the added exemption fees or any other type of overdraft, shall be borne by the Contractor.

Before the beginning of the works and whenever requested by the Client, the Contractor and its Sub-contractors shall provide documentary evidence of the contracts, contents and validity of the insurance policies mentioned in the previous paragraphs.

The documents required shall be copies attested by the issuing entity or the copies provided along with the corresponding original documents, which shall be returned to the Contractor after being confirmed by the Client.

These certificates shall establish that the Insurance Company will inform the Client, with a thirty-day (30) previous notice, about any changes or cancellation of the insurance cover.

### **3.22. Liability**

#### **3.22.1. Pre-contractual liability**

None of the established in these General Contracting Conditions, nor the actions, expenditure or activities which, respectively, the Contractor carries out in order to adapt to such provisions or to make or present a certain Bid, shall be or can be understood as creating any type of contractual or pre-contractual relation between the Client and the Contractor, which might lead to any type of liability or obligation of the Client.

Consequently, the Contractor expressly accepts that the Client shall take no liability and accept no obligation as a result of the request, presentation, analysis, completion, assessment or refusal of a certain Bid; the Client shall only be under those obligations and take those responsibilities as might be established in the Contract, if applicable.

In case the offer is withdrawn or revoked during its validity period (90 days), or after it has been accepted, the Contractor shall indemnify the Client against any damage and loss caused.

#### **3.22.2. Contractual liability**

The Contractor shall be liable towards the Client for any damage it causes or caused by its employees or any third parties for which it might be responsible, including its subcontractors, for the damage caused during the execution of the Contract to the Client, its employees, property, goods or rights. The abovementioned damages shall include those caused, as a result of the execution of the Contract, both due to actions taken and due to omissions. For the purposes of this clause, damage shall refer to any disturbance, incident, trouble and, in general, any losses that, as a result of the execution of the Contract, might occur in the work, performance and/or regular operation of the Client's installations.

Without prejudice to being liable for the damage caused to third parties, the Contractor shall be liable towards the Client for all material damage caused, as a result of the execution of the Contract, to the goods and property of the Contractor.

All damage caused by the Contractor to goods and property, both public and private, as a result of the execution of the works, shall be duly repaired by the Contractor who shall bear the costs. The Client may otherwise provide for that, without prejudice to charging the resulting costs to the Contractor.

Furthermore, the Contractor shall be responsible for all expenses incurred by the Client with third parties, in those cases established in the Contract, in which, if the Contractor does not provide for them, the Client shall be entitled to contract them. In such cases, the quantity limit established in the first section of this Provision shall not apply.

Without prejudice to all the referred above, the Contractor shall not be liable for indirect and/or consequent damage it causes, except if such damage results from serious fraud or negligence committed by the Contractor.

The Client is entitled to execute the bank guarantees provided by the Contractor, or also to compensate the amounts owed to the first by the latter, in order to make up for the amounts that the Contractor is obliged to pay following the provisions of the previous sections.

### **3.23. Certificate of satisfaction**

The Contractor shall provide to the Client a complete Certificate of Satisfaction, including those by third parties, before the final payment.

If any complaint is made after the final payment, the Contractor shall indemnify the Client against the expenses it may have as a result of such a complaint.

### **3.24. Confidentiality**

The Contractor shall not disclose to any third parties, without the Client's previous consent in writing, the conditions under which the Client contracted or will contract the execution of the work or the provision of the service.

Unless otherwise stated in the Contract, all information exchanged between the Parties (both prior to and after the commencement date of the preparation or of the execution of the Contract) shall be considered as confidential and used solely for the purposes of the Contract. The said information shall not be disclosed to third parties by any means - whether oral, visual or in writing - unless previously and expressly authorised by the other party.

Each of the Parties shall ensure that the Confidential Information does not come to the knowledge of any other people than their employees, subcontractors, agents, representatives or consultants, who require such knowledge to ensure the appropriate fulfilment of the Contract or to comply with the tasks assigned to them. The Parties undertake to transfer the abovementioned obligation to all its employees. In addition, the Contractor takes on the obligation to include this in the Contracts signed with its subcontractors, namely those who are due to take on such confidentiality obligation, under the same terms of this Provision.

This confidentiality obligation shall not include any documents or information that had already been made public or disclosed to the market. Likewise, this obligation shall not include information required by regulations or by the competent judicial, administrative or other authorities, in which case each party shall previously report to the other the required information.

After the termination of the Contract, each of the parties shall return to the other party any Confidential Information it may have or, if applicable, shall provide evidence of its elimination, expressly undertaking not to keep any copy of it.

### **3.25. Credit compensation**

In case of non-compliance by the Contractor with any of the obligations taken in the Contract, which creates for the Client any economic liability or consequence, the Client shall be entitled to withhold and/or to compensate, up to the limit of said liabilities and/or expected consequences, any credits that are due, net and payable in favour of the Contractor, that are in its possession.

### **3.26. Assignment of contracts**

The Contractor shall not assign this Contract, totally or partially, without the Client's previous approval in writing for that purpose. Without prejudice to the mentioned above, the provisions of the Contract shall respectively apply and be binding on the successors in title and assignees of the contracting parties.

Additionally, the Contractor shall not assign any of the economic, commercial or financial credits and rights arising out of the contract, nor perform any kind of Operation for which it uses the referred rights and credits.

### 3.27. Force majeure

None of the parties shall be considered responsible for delays in the execution of the works, or for not carrying them out, when this is due to circumstances that are beyond their control, namely, those included in article 1.105 of the Spanish Civil Code.

The party affected by a case of force majeure shall report it to the other party, in writing, as soon as possible and never later than three (3) days, from the moment it gains knowledge of it, mentioning the cause, its estimated duration and the consequences for the contracted work, attaching the documents that serve as evidence of it.

Compliance with the obligations affected by the force majeure events shall be suspended for the duration of the said events and the parties shall not be liable for the consequences arising from them. After cessation of the force majeure event, the parties shall agree upon which measures are required to, as far as possible, recover the time lost, taking all measures within their reach so that the execution of all the Contract's obligations is re-established on the best conditions and with the least delay possible, after the cause has ceased.

Notwithstanding this, if the force majeure event was to be prolonged for a period over three months, any of the Parties is entitled to terminate the Contract.

The following cannot be invoked by the CONTRACTOR as force majeure causes:

- 1.meteorological conditions or events that could reasonably have been predicted by the Contractor
- 2.any shortage of manpower or materials
- 3.any delay or failure in obtaining the materials
- 4.any non-compliance or delay of any subcontractor.
- 5.strikes, except for cases of general strikes in the sector, or lock-outs.

### 3.28. Termination of the contract

Besides the causes established in the Contract and by the law, the following shall be considered as cause for termination of the Contract:

#### 3.28.1. By the Client:

- a) When the Contractor carries out any work that is non-compliant with any of the documents included in the Contract, or if it is performed in such a way that the quantity and quality of the work executed does not reasonably correspond to the amount of time spent for performing it and the Client is able to estimate, at its discretion, that the ordered work shall not be finished within the expected deadlines.
- b) For the frequent repetition of mistakes or defects in the execution of the contracted works.
- c) When the Contractor partially or totally assigns or transfers the services to subcontractors, going against the provisions of the corresponding section of the Contract.

- d) For interruption of the works for more than one (1) week, except when due to legitimate reasons which absolutely hinder the Contractor in continuing the work.
- e) For non-compliance by the Contractor with the provisions of labour laws, social insurance and its regulations or with Occupational Risk Prevention rules.
- f) For any use of the brand, the image, the distinctive symbols and/or the logos of the Client that is inadequate or non-compliant with the instructions given.
- g) For not taking out or not renewing the insurance policies under the terms established in these General Conditions.
- h) Any other non-compliance by the Contractor which may significantly affect the adequate execution of the Contract or that is established in it as a cause for termination.
- i) If the tender does not update its register in RePro (Suppliers Assessment Register), if applicable.

If any of the causes for termination stated in this section occurs, the Client shall be entitled either to order the fulfilment of the Contract or to terminate it. If the Client chooses to terminate the Contract, it shall inform the Contractor by means of a previous written notification given fifteen days before the date in which the termination is to become effective. Upon receiving such previous notification, the Contractor shall immediately stop its work, performing only the things required to protect the work already done in order to deliver it to the Client.

The termination of the Contract shall furthermore imply the loss of the security, which the Contractor may have had provided, being paid to the Client as its beneficiary, as a form of indemnity for damages and losses.

The Client is entitled to unilaterally render the Contract ineffective, being solely required to notify the Contractor in writing thirty days in advance; in this situation, the Client shall pay for the work performed and other expenses incurred up to the termination of the Contract, as well as other costs which are reasonably incurred as a result of such termination; it shall not pay any amount for expenses such as loss of profits or compensation for damages and it shall maintain the retentions and guarantees corresponding to the work performed during the established period. The payment of this sum shall be considered as a total compensation and exclude any complaint for damages and losses, so the Contractor shall declare all amounts to be settled, closed and recompensed upon receiving the said amount, waiving the right to make any complaint against the Client.

### **3.28.2. By the Contractor:**

- 1.Suspension of the works for longer than 5 weeks due to a cause attributable to the Client.
- 2.Unjustified lack of payment by the Client of two invoices, under the terms of the Contract and/or the present General Conditions.

The Contractor shall, in this situation, send a notification to the Client informing about the supposed non-compliance as well as its intention to terminate the Contract unless it is corrected. In case it is not corrected, the Contractor shall be entitled to terminate the Contract, charging the Client for the works executed until that date plus an amount that equals 2% of the works still to be executed.

Furthermore, any of the parties is entitled to request the termination of the Contract in the case described in section 3.27 of these General Conditions due to force majeure events.

In the abovementioned cases, the Client shall be entitled to take possession of the works executed up to that date and keep all or some of the materials stored, partly manufactured or delivered, paying for them according to the price established in the Contract or, if not established, the price that both parties mutually agree upon or, if that is not possible, the price established by an expert's appraisal.

### 3.29. Anti-bribery

The Contractor declares that while performing the duties included in this contract they will respect any applicable law and particularly any of the following international rules, no matter any other that may be applicable:

- Foreign Corrupt Practices Act (FCPA)
- UK Bribery Act
- United Nations Convention against Corruption
- OECD Convention on Combating Bribery

Furthermore, the Contractor recognizes Client's right of termination of the contract if believed, in good faith, that a breach of any relevant anti-corruption law has occurred.

In the same way, the Contractor should inform the Client immediately via [indicated way] should awareness of or suspicion that corruption is occurring or could occur in a breach of any relevant anti-corruption law.

Finally the Contractor understands that all payments under this contract must be made directly to them and by bank transfer.

### 3.30. Language

Spanish is the language to be used for the contractual relations and, as a consequence, any document presented by the Contractor to the Client shall be written in or translated into the Spanish language.

### 3.31. Applicable law and settlement of disputes

All issues arising between the parties in relation to the interpretation and/or execution of the Contract shall be settled based on the Spanish law and using this language.

For the purposes of these General Conditions or the specific conditions of each Contract, the Spanish Civil Code, Commercial Code and further regulations on this matter shall be considered; the parties shall submit to the Courts of the city of Milan, renouncing their own court jurisdictions if applicable, and without prejudice to the Client's right, being the plaintiff, to resort to the Courts of the jurisdiction of the defendant's domicile.

### 3.32. Annexes

3.31.1. - Bank guarantee template.

3.31.2. - Conditions of the Bids.

3.31.3 - Confidentiality agreement.

3.31.4. - Documents to be provided by the Contractor.

3.31.5. - Summary of the payment conditions.

3.31.6. - Identity Manual for Collaborative Companies.