



# Technical Specifications

ET/EDP-C-00001

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ET/EDP-C-00001

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### 1.- PURPOSE

The purpose of these Contracting Terms and Conditions is to establish the general requirements to be met by Contractors for carrying out work or providing services contracted by any EDP España Group company (hereinafter, the Customer).

The final recipients of these Contracting Terms and Conditions are the Contractors accepted to carry out work for or provide services to the Customer.

The acceptance of the Contractor as a supplier to the Customer is essential for the requirements of the contract and must be carried out under the terms that the Customer communicates at the time to the Contractor.

Contracts for the provision of workers concluded with Temporary Employment Agencies (TEAs) are excluded from the scope of this Technical Specification.

These terms and conditions shall apply to all matters that were not expressly regulated in the Contract or documents that complement it.

Any exception to these terms and conditions shall only be valid and apply if you have previously received the express written acceptance of the Customer.

### 2.- DEFINITIONS

ATLAS: Computer application to manage documentation between EDP and the Contractor and / or supplier related to the coordination of business activities, which facilitates strict compliance with the specific requirements defined in Royal Decree 171/2004 of January 30, which develops Article 24 of Law 31/95 on Occupational Risk Prevention, on the coordination of business activities, for both the owner / principal of the business and the contractor and subcontractors who are carrying out activities at their workplace.

Contractor: supplier of goods/services to EDP España.

ORP: Occupational Risk Prevention



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### 3.1.- Tenders

The submission of a tender by a Contractor to the Customer implies acceptance of these terms and conditions and, in the event of being awarded the contract, shall become an integral part thereof.

### 3.2.- Awarding of the contract

1. The awarding shall be made by means of a contract (hereinafter referred to as the Contract), made up of all those documents which are expressly cited as forming an integral part thereof.
2. The Customer reserves the right not to proceed to the final award of the work, if, after 15 (fifteen) calendar days have elapsed from the date of receipt of the Contract by the Contractor for its signing and stamping, the latter has not returned three copies of the same to the Customer, with these procedures duly completed and accompanied by the documentation required for this purpose.

### 3.3.- Licences, permits and authorisations

The Contractor undertakes to manage, process and obtain all of the licences, permits and authorisations necessary to fulfil the contractual object, in a firm and definitive manner under its full responsibility, including, but not limited to, all of the municipal licences required to carry out the work, transport permits, approval of installations and systems, approval of machinery, equipment tests, etc.

The Contractor shall be liable for all fees, taxes and expenses arising from the aforementioned licenses, permits and/or authorisations, even when by law it has to apply for them on behalf of the Customer.

The Contractor undertakes to maintain such licenses, permits and authorisations in force throughout the duration of the Contract.

The Contractor shall comply strictly with any and all local, municipal, provincial, regional and state laws, orders and regulations that apply to the Contractor's operations in the execution of the work or service provided for in the Contract. The Contractor also undertakes to indemnify and hold the Customer, its employees and its agents harmless against any liability arising from its breach.



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### 3.4.- Knowledge of the site and additional documentation

In cases where the execution of the work or provision of services is to be conducted in specific identified physical spaces, the Contractor shall be deemed to have examined the site to become familiar with the conditions thereof.

The Contractor accepts the conditions in which the space is found and under no circumstances may any price increase be made after the awarding of the Contract to correct errors in the estimate of the cost of the work arising from the conditions of the site.

Furthermore, the Contractor declares that it is aware of the contents of all documents, drawings, specifications and provisions included in the Contract relating to carrying out and / or executing the work or service in it.

### 3.5.- Subcontracting

The Contractor shall not subcontract, in whole or in part, the execution of the work covered by the Contract without the express prior written permission of the Customer. For this reason, the Contractor shall request the first, second and subsequent levels of the Subcontracting Request and Approval document from the Customer, which shall be provided and subsequently approved by the Customer through ATLAS, where applicable.

*ATLAS: Computer application to manage documentation between EDP and the Contractor and / or supplier related to the coordination of business activities, which facilitates strict compliance with the specific requirements defined in Royal Decree 171/2004 of January 30, which develops Article 24 of Law 31/95 on Occupational Risk Prevention, on the coordination of business activities, for both the owner / principal of the business and the contractor and subcontractors who are carrying out activities at their workplace, including an updated list of both preventive and other documentation to be provided by the Contractor to the Customer under the terms of this Contract. This list of information will be updated periodically due to requirements of a legal or contractual nature and therefore the most recently updated list will apply to the contract at all times.*

The Customer's authorisation to the Contractor to subcontract out any task related to the Contract does not imply the establishment of a contractual relationship between the Customer and the subcontractor.

When the Contractor subcontracts construction work, it must respect the levels of subcontracting and, in general, comply with the other conditions set out in



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Law 32/2006 of October 18, regulating subcontracting in the construction sector and its implementing regulations.

The Contractor shall require its subcontractors to carry out subcontracted work in accordance with the provision of these terms and conditions and send the Customer, if they so request, a copy of the contract with the subcontractor, in which this is stated.

In the event that the Contractor subcontracts the works or services contracted under the terms above, it shall be fully and exclusively responsible for coordinating such activities through its own organisational structure and for subcontractors fulfilling any obligations of a fiscal, labour, social security or any other nature that may correspond to them. The Contractor shall indemnify the Customer against any liability arising from the breach of any of the foregoing obligations, subject only to such limitations and qualifications that are mandatory under current legislation.

The Contractor shall also assume all responsibilities described in the Contract and these terms and conditions regarding the actions of subcontracted companies or professionals. Under no circumstances may any contractual relationship be inferred between these companies and the Customer and the Contractor shall always be liable to the Customer and any third parties for the activities of these companies and for any obligations and responsibilities that may arise from the work contracted, regardless of their nature.

The Contractor shall submit an express written waiver from subcontractors to the Customer prior to the commencement of the subcontracting work, waiving the rights recognised by article 1597 of the Civil Code.

### **3.6.- Assignment of contract**

The Contractor may not assign the Contract in whole or in part without the prior written consent of the Customer. Subject to the foregoing, the provisions of the Contract shall, where applicable, be extended and be binding upon the successors and assigns of the Contractor.

Neither may the Contractor assign any of the rights and credits of an economic, commercial or financial nature derived from the Contract, nor carry out any type of operation for which it has the aforementioned rights and credits.



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### 3.7.- Price

The Contract price includes everything covered by the Contract and everything that the Contractor has to provide to fulfil the terms thereof, with no exceptions other than those items that have been expressly excluded from it.

The prices detailed in the Contract are closed, fixed and non-revisable during its validity, unless expressly agreed otherwise.

### 3.8.- Invoicing

The Contractor shall issue invoices within the time limits or upon completion of the milestones that the parties expressly agreed in the contract and, in the absence of an agreement, following the respective delivery or conclusion of the goods or services.

The Contractor shall send invoices in accordance with current legislation, refer to the corresponding order number and, where applicable, attach the service record sheet or goods receipt sheet which was previously received from the Customer as an acceptance document for the services rendered or goods supplied.

The Contractor shall be required to provide the Customer with a duly completed daily work report, work certificate or document specified at any given time as an essential requirement for the acceptance of pro forma and/or commercial invoices.

Unless otherwise provided for in the Contract, the due date of the invoice shall be considered to be in accordance with the provisions of Law 15/2010 of July 5, or other subsequent regulations in force. Without prejudice to the foregoing, the Customer reserves the right to return the invoice to the Contractor in those cases where any of the information listed in this section or any other data that is legally required or necessary for tax purposes has been omitted, or when conformity of the works or services performed has not been provided. Returning the invoice shall invalidate the initially recorded date of receipt of the invoice.

### 3.9.- Payment conditions

Unless otherwise agreed in the contract, payment shall be made by bank transfer or confirming, in accordance with the provisions of Law 15/2010 of July 5.





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In the event that the payment date is a non-business day, payment shall be made on the following business day. For the aforementioned purposes, non-working days shall mean Saturdays, Sundays and public holidays in the city where the Contract is signed.

Any payments made by the Customer before the provisional receipt or acceptance of the work shall be regarded as advances on account, without prejudice to their quality at any given time.

### **3.10.- Release certificate from charges and claims**

The Contractor shall issue a full Certificate of Release from Charges and Claims to the Customer, including those from third parties, prior to making the final payment.

If, after the final payment has been made, any claim relating to the contracted work arises, the Contractor shall indemnify the Customer for any costs incurred by them as a result of such claims.

### **3.11.- Bank guarantee**

At the time of signing the contract, the Customer reserves the right to require the Contractor to provide a bank guarantee at first demand for 10% of the total price of the Contract in accordance with the model shown in Annex 1, as a guarantee to ensure proper compliance with the obligations and responsibilities arising therefrom.

The guarantee shall be issued by a Spanish bank of recognised solvency and shall be valid until the expiry date of the guarantee period of the work or services contracted.

If, after reviewing the Contract, an increase is agreed in the price, the Contractor shall provide the Customer with a new guarantee in addition to the initial guarantee, in order to guarantee 10% of the final price of the Contract within 20 calendar days of the date on which such increase is agreed upon.

In the event that, during the term of the Contract or its guarantee period, all or part of the guarantee has been executed by the Customer, the Contractor shall restore the total value of the guarantee in the terms set forth above within a maximum period of 20 calendar days following the request made by the Customer for this purpose.



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### 3.12.- Quality control, inspection and testing

The Contractor undertakes to comply with the quality control conditions established by the Customer for works and services.

The Customer and its representatives may monitor the performance of the Contractor by analysing process indicators, the quality perceived by the Customer, inspecting the execution of the work or services at any given time, and inspecting the work centre or workshops where the materials or equipment to be used in the work or services contracted are manufactured, assembled or stored, in order to inspect their manufacturing, assembly or storage processes, etc. In addition to the tests or trials agreed in the Contract, if any, the Contractor shall carry out as many tests or trials as may be required by law or good practice.

All inspection and testing costs carried out and any necessary repairs, where applicable, shall be borne by the Contractor, including the travel costs of the Customer's personnel, only when the tests or inspections need to be repeated for reasons attributable to the Contractor. The Customer's approval of the tests or trials carried out by the Contractor does not imply the exoneration of any liability by the Contractor.

The degree of control and monitoring of the Contractor's performance applied by the Customer shall be appropriate to the impact of the service provided. In the case of works and services considered to be critical, the criteria to be used to evaluate performance shall be communicated in the contracting process and the results of the monitoring carried out shall be communicated during the execution period of the work or service.

### 3.13.- Technical management and monitoring of work

The Contractor shall be solely responsible for managing the execution of the works or services, without prejudice to the powers of control, monitoring or surveillance which the Customer may reserve, where appropriate.

The Contractor shall report the status of the work to the Customer with the frequency agreed by both parties. In any event, the Contractor shall immediately inform the Customer of any incidents arising in relation to the execution of the work, indicating the causes thereof and the corrective measures adopted.



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In addition, the Contractor shall send the customer any documentation or information relating to any aspect of the contracted work that is requested by the Customer in order to ensure that it is properly monitored. The Contractor shall provide these documents in paper and/or electronic form and in the format indicated by the Customer in each case.

The Contractor shall present the Customer with the daily work reports signed by the person in charge appointed by them with the frequency agreed upon by both parties, filled in with the information (Work Order/Work Permit, date of execution, professional category...) and in the medium and format specified by the Customer at any given time, taking responsibility for ensuring that their content is faithfully and rigorously in line with reality.

### **3.14.- Change orders**

Any change in the form, quality or quantity of the work or services must be assessed by mutual agreement and approved by the Customer and the Contractor in order to be effective. These changes will be reflected in a document attached to the contract, signed by both parties, setting out their scope and content, and, where appropriate, their economic assessment and/or new execution period.

Notwithstanding the foregoing, the Customer may order the execution of these changes in accordance with the unit or administration prices detailed in the Contract or, failing that, in the Offer from the Contractor, without the need to obtain prior authorisation from the latter.

The approval of these changes shall not alter the contractually planned timetable of milestones, which shall be binding on the Contractor, unless otherwise expressly provided for in the change order.

### **3.15.- Acceptance of the work or service**

#### **3.15.1.- Provisional acceptance:**

The Contractor shall inform the Customer of the completion of the work or service in good time, so that it may set a date and time to jointly examine the condition of the work or service and shall, where applicable, provisionally accept it.

If the check carried out is satisfactory, fulfilling the contractual obligations of execution and operation, the Customer shall issue the corresponding provisional acceptance report.



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If, on the other hand, it is not satisfactory, the Customer shall issue an inspection certificate detailing the defects and/or breakdowns arising in the work or services, as well as the deadlines within which they must be rectified by the Contractor.

Once the deadlines set in the inspection certificate have elapsed, a new joint inspection of the works or services will be carried out, with the corresponding tests. If the result is satisfactory, the Customer shall draw up the corresponding provisional acceptance report. If irregularities or defects persist, the Customer shall issue a new inspection certificate and may choose to provide the Contractor with a new time frame for remedying them or terminate the Contract.

### **3.15.2.- Final acceptance:**

The Contractor shall notify the Customer of the end of the warranty period set out in Condition 3.16 and request the final acceptance of the work or services.

If the check on the correction/repair of the defects and/or breakdowns recorded in the provisional acceptance report is satisfactory and all obligations arising from the Contract have been fulfilled, the Customer shall issue the corresponding final acceptance report. Otherwise, the Customer shall issue an inspection certificate detailing the defects detected and the deadline for their rectification. Once this period has elapsed, if the defects observed still persist, the Customer may demand the appropriate compensation for damages and/or execute the bank guarantee that was presented.

### **3.16.- Work guarantee**

The Contractor guarantees the customer that the works and/or services shall be carried out correctly, subject to the provisions of the Contract and all of the specifications and/or drawings integrated therein or provided hereinafter, within the deadlines set therein, and that the work shall be properly executed in all its aspects and be free from defects.

The Contractor also guarantees the customer that the materials, equipment and components supplied by it comply with the agreed specifications and the required standards and regulations, that they are suitable for their intended use or purpose and of the required quality, and that they have not been used.

The warranty period for the work or services contracted shall be that stipulated in the Contract, or failing that, two (2) years from the date of the provisional acceptance report of the work or delivery of the supply covered by the contract by the Customer.

During this period, the Contractor shall carry out repairs or replacements of the installations, equipment or elements which have any defect, failure or anomaly in the design, materials, workmanship, manufacture, operation or performance. The Customer shall always have the decision as to whether to repair or, if necessary, replace the product.



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Repairs or replacements must be carried out as quickly as possible by the Contractor, without affecting the rest of the work, services or normal activity of the Customer and, when this is not possible, the delay, interference in other works or unavailability of the installation must be minimised. The Contractor shall bear all costs incurred in complying with this warranty, such as the disassembly, transport and assembly of equipment or elements and any other costs.

If the Contractor fails to diligently comply with its obligations under this warranty within a reasonable period of time, the Customer may, at its sole discretion, remedy such defects, either directly or through a third party at the expense of the Contractor, which shall also be obliged to compensate the Customer for any damages it may have caused.

Any work or materials that have to be repeated, replaced or repaired under the terms above will, in turn, have a warranty period of the same duration as the previous one, starting from the date of their execution, replacement or repair.

### **3.17.- Penalties for non-compliance**

Without prejudice to the application, where appropriate, of the power to terminate the contract detailed in Condition 3.38, the Customer shall be entitled to apply and receive penalties for the reasons shown below.

Failure by the Contractor to comply with the execution or delivery deadlines (either in part or in full) set out in the Contract shall result in a penalty of 1% of the total amount of the Contract per week or fraction thereof, unless agreed otherwise, up to a maximum limit of 20% of the total price, regardless of whether one or more items are delayed.

In the event of defects, anomalies or breakdowns in the installations, materials or equipment (whatever their origin) both in their manufacture and availability, the Customer may apply a penalty equal to the above for each entire week that passes without the repair or replacement having started. The calculation of this period shall commence from the date on which the Customer informs the Contractor of the existence of the fault or defect.



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In the event that the Contractor is unable to remedy the existing deficiencies or anomalies and the contracted equipment or elements have a performance capacity or availability below that guaranteed and the contract has not been terminated, the Contractor shall pay the Customer the penalty agreed to in the Contract.

Notwithstanding the above, the Contractor shall also be obliged to provide additional financial compensation for any damage that this may cause the Customer in the area of occupational risk prevention. If the Customer detects any specific breach of the occupational risk prevention regulations, it shall notify the Contractor, warning it of this circumstance, so that it may take the appropriate corrective measures and ensure full compliance in the future. In the event of further breaches, the Customer shall be entitled to apply financial penalties on the Contractor, including the possibility of terminating the Contract, depending on the seriousness or continued repetition of such breaches.

### **3.18.- Transfer of ownership and risk**

Unless otherwise provided for in the particular conditions of the Contract, the ownership of the works, installations, equipment and/or materials to be supplied by the Contractor shall pass to the Customer, free of any charges or encumbrances, upon payment or upon delivery to the Customer's premises or the place where the work or service contracted will be executed, whichever occurs first, without prejudice to the Customer's right to refuse to accept these works, installations, equipment and/or materials if they are of a lower quality than stipulated or do not meet the agreed specifications.

Regardless of the time of transfer of the ownership of the work, installations, equipment or materials, the transfer to the Customer of all of the risks associated to them, without exception, shall take place on provisional acceptance.

### **3.19.- Delivery terms and conditions**

The materials or equipment that may be associated to the service shall be delivered at the time and in the place established in the Contract, in DDP conditions under Incoterms 2000, unless another type of delivery is expressly negotiated, with the prior knowledge and agreement of the Customer.



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### 3.20.- Insurance

The Contractor undertakes to take out the following insurances at its own expense and maintain them in force for the duration of the Contract:

- Civil Liability Insurance covering any possible liabilities that the Contractor and/or its subcontractors may incur for damages to persons or things, for themselves or their workers, for the Customer or for third parties, due to or as a consequence of carrying out the contracted work. It must be entered into and maintained in force during the term of the Contract, with insurance companies of recognised solvency.

This Civil Liability Insurance may in no case be less than the coverage contemplated in the corresponding Technical Specification relating to Civil Liability Insurance and All Risk Insurance for Construction and Assembly, or in the Covering Letter accompanying the Quotation Request in cases where the complexity of the work requires specific treatment.

- All Risk Insurance for Construction and Assembly (in the case of works contracts), covering material damages and/or losses occurring in the work or installation, including the equipment and/or machinery used in it. The general compensation limit shall be at least the value of the Contract. This insurance must remain in force from the date of commencement of the work until its provisional acceptance by the Customer and must have the following cover: all construction and assembly risks; debris removal costs; machinery and equipment; natural hazards; strike, riot and civil disturbance; terrorism; extensive maintenance; pre-existing elements (if any); and adjacent elements (if any). This insurance must make it possible for the Customer to take out Advance Loss of Profits Insurance (ALOP), if applicable.

This All Risk Insurance for Construction may in no case be less than the coverage contemplated in the corresponding Technical Specification regarding Civil Liability Insurance and All Risk Insurance for Construction and Assembly.

- Transport insurance (whether by sea, air or land), covering losses, delays and/or damage suffered by the equipment or materials to be used in the work or installation covered by the Contract while they are in transit. The travel compensation limit shall be at least the maximum value of the goods transported. The policy must remain in force until the date of signing the document accrediting the Customer's compliance with all of the equipment or materials that make up part of the work or installation contracted. This insurance must make it possible for the Customer to take out Advance Loss of Profits Insurance (ALOP), if applicable.



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- Compulsory insurance against accidents at work and occupational illnesses for all of its personnel, including temporary and permanent incapacity for work and death, under the conditions established in each case by current legislation. The Contractor will be responsible for ensuring that its subcontractors maintain the same coverage for its personnel.
- Compulsory Vehicle Insurance for the Transport of Goods or Persons and Voluntary Civil Liability.
- Any other compulsory insurance in accordance with current legislation.
- Any other insurance or guarantee that may be required by the Customer, in compliance with the provisions of the Contract, or by the administrative authorities in compliance with the applicable regulations.

All of the insurances listed above shall include the appropriate cover against the risk of accidental pollution that may arise from the works and/or services contracted, as well as against any decontamination costs that may be incurred, assuming a loss of the type indicated.

In addition, these insurances shall cover the risks of damage which may be caused by subcontractors engaged by the Contractor.

The sums paid by the insurance companies under the insurance policies taken out shall be used to repair the damage caused and/or replace the damaged goods.

During the term of the Contract, the Contractor undertakes to inform the Customer of any incident affecting the validity and conditions of the insurance taken out. In the event of a claim, the Contractor shall immediately notify the Customer, whatever their nature, of the causes and scope and shall send them a written report specifying the circumstances.

In the event of a claim, any difference arising in the payment of compensation, whether by application of the excess, risks not covered or for some other reason, shall be borne by the Contractor.

Before the start of the work and whenever required by the Customer, the Contractor and subcontractors must provide proof by means of a certificate issued by the insurer of the insurance contract and its validity, the scope of cover and the suitability of its contents to these conditions. The Contractor shall also submit the final receipt for payment of the premium.





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When required to do so, it shall also provide a copy of the insurance contracts and the receipt proving payment of the premium.

These certificates shall provide for the delivery to the Customer by the insurance company of thirty (30) days' notice of any change or cancellation of cover.

### **3.21.- Organisation of personal and material resources**

The Contractor shall have a real business organisation, with its own personal and material resources suitable for the activity contracted by the Customer, which it shall organise and use to carry out the contracted activity properly and for which it shall be solely responsible.

The Contractor shall execute the works and/or provide the contracted services through personnel integrated into its staff, hired in accordance with the current legislation, who have the training, experience and qualifications required to carry out the contracted works properly.

The Contractor shall inform the Customer of any changes in the personnel assigned to provide the services and/or work covered by this Contract, as well as any other circumstances that may affect the normal execution of them.

The organisation of the work, remuneration, working days, working hours, permits, holidays and, in general, any aspects that relate to or affect working conditions and the system of discipline and control of the personnel of the Contractor shall be the sole responsibility of the Contractor. The Contractor shall be solely responsible for managing its own employees and for their actions and work. To this effect, the Contractor shall designate a person to be responsible for the organisation and technical management of personnel, who will be responsible for their development and for relations with the Customer.

The Contractor shall provide its personnel with working clothes bearing its mark or insignia, except in those cases in which something else has been expressly established.

When the activities covered by the Contract need to be carried out at the Customer's or a third party's own work centres, the Contractor's employees shall leave the installations and the elements used clean and tidy, once the work corresponding to each action or job has been completed, or on a daily basis for work of several days.



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The Contractor shall collaborate with any other companies, personnel or entities that the Customer, where necessary, may have designated to carry out other work at the same work centre, observing the appropriate standards of courtesy to them. Under no circumstances may this collaboration lead to a change in prices or a revision of the time limits for doing the work provided for in the Contract.

Whenever required, the Contractor shall provide the Customer with the documentation relating to its own personnel or those of its subcontractors and, in particular, that detailed in ATLAS, depending on the type of work or service in question, with the frequency established in this application and, in addition, whenever required by the Customer for this purpose. The Contractor shall also notify the Customer of any hiring or departures of personnel assigned to provide services and/or execute the work, as well as other modifications that could affect the normal execution of the contract, attaching the documentation that justifies such changes.

The Contractor and, where applicable, its subcontractors, shall be subject to the identification rules established by the Customer for its collaborating companies, when this is necessary due to the nature of the service/work contracted.

When the work has to be carried out at the Customer's facilities and it is necessary to install toilets, showers, changing rooms, premises to store fuel, small spare parts, tools or other items due to the duration or nature of the work, the number of workers assigned to carry it out or regulatory requirements, the Contractor shall install them itself at its own expense at the site designated for this purpose by the Customer, ensuring compliance with all applicable regulations.

The Contractor shall provide its personnel with the tools, utensils, means, safety equipment and, in general, all of the material necessary to execute the work contracted, with all of the costs required to acquire, maintain and replace them being borne by the Contractor. In exceptional circumstances, the Customer may provide the Contractor with the equipment necessary to carry out the work contracted properly, with the price and other conditions established for this purpose in the Contract.

### **3.22.- Labour and social obligations**

The Contractor shall comply with all of the labour, legal, contractual and social security regulations with respect to the personnel under its charge throughout the term of the Contract. These personnel shall be subject to the sole and exclusive authority of the Contractor.



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The Contractor shall provide documentary proof of compliance with its contractual and legal obligations, presenting the documentation required at any given time through the ATLAS application, with the frequency established therein.

Without prejudice to the documentary management carried out by ATLAS, the Contractor shall justify the fulfilment of its obligations whenever requested to do so by the Customer, presenting the requested documentation within a maximum period of three days.

If the Contractor dispatches workers to Spain in the context of providing transnational services, it shall ensure that they receive the minimum wage resulting from the legal and regulatory provisions and collective agreements applicable in Spain and, in general, that all other legally applicable requirements in relation to these workers in Spain are met (notice of posting, E-101/A-1, etc.), as indicated in Annex 3.

The Contractor shall indemnify the Customer against any consequences which may arise for the Customer as a result of any action, claim or procedure brought by a third party (including those resulting from administrative action) for failure to comply with any labour or social security obligation. The amounts resulting therefrom shall be paid, subject only to the limitations and exceptions set out in the regulations in force. The Customer may withhold payment in such cases of default of any amount owing to the Contractor up to an amount equal to the total liabilities it reasonably believes may arise therefrom.

### **3.23.- Obligations in terms of occupational risk prevention**

The Contractor shall adopt all of the measures necessary to comply with the current regulations on occupational risk prevention contained in Law 31/1995 of November 8, and any other legal or conventional regulations that are in force at any given time that contemplate the adoption of preventive measures (including the Occupational Risk Prevention Manual for EDP Group companies in Spain).

Consequently, the Contractor shall assess the risks, plan the preventive activity, carry out training and report risks and emergency measures to its workers, and carry out periodic surveillance of their state of health in order to ensure the health and safety of both its own workers and those of its subcontractors.

Before starting the work, the Contractor shall appoint a person to be in charge of occupational risk prevention for carrying out the work or services, and shall present the Customer with the documentation relating to ORP and other general documentation, depending on the type



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of work or service in question, which is contained in the computer application ATLAS at all times, a tool established to manage the exchange of documents between the Contractors and EDP, as a means of coordinating business activities and providing the documentation controlling compliance with this obligation to provide documentation, both in terms of ORP and in other matters.

This ORP documentation may be requested at any time by the Customer, if the working conditions so require.

When a Contractor is working with other companies at the same work centre, they shall comply with the duty of cooperation and establish the means of coordination provided for in Article 24 of the Law on Occupational Risk Prevention and Royal Decree 171/2004 of January 30, which implements it, in such a way as to ensure that the existing risks are in line with the measures to be applied for their prevention.

Whenever an accident occurs in the execution of the contracted work, the Contractor shall report it to the Customer, in accordance with the terms established in Technical Specification ET/103 "Communication of accidents, incidents and others by Contractors", following the provisions therein with regard to the notification and investigation of accidents and incidents.

Regardless of the liabilities incurred by the Contractor, if the Customer observes any breach of occupational risk prevention regulations, it shall inform the Contractor so that the latter may immediately correct the anomalies observed, and if the necessary measures are not taken immediately to resolve the situation effectively, the Customer reserves the right to halt the work, and the Contractor shall assume the economic effects of such a halt, without prejudice to the possibility of terminating the Contract, if the circumstances of the breach are sufficient to do so, at the Customer's sole discretion.

### 3.24.- Tax obligations

The Contractor declares that it is up to date with its tax obligations and undertakes to comply with them under the terms legally established throughout the term of the Contract, as well as to submit the documentation justifying this compliance to ATLAS.

In the event that a Contractor fails to comply with any of the obligations required by the tax legislation, the Customer may withhold payment of any sums that may be pending payment up to an amount equivalent to the total amount of the liabilities that it reasonably believes may arise.



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### 3.25.- Obligations in terms of the environment

The Contractor undertakes to fulfil all of the obligations arising from the application of the environmental legislation in force.

The Contractor also agrees to comply with all of the requirements of the Customer's environmental policy, as communicated by the Customer (Annex 4). In particular, the Contractor shall, where required, remove and manage maintenance and/or replacement equipment, temporary installations and surplus material, as well as rubbish, rubble, packaging, debris and, in general, all types of waste generated, either directly or through an authorised company.

The contractor shall submit a Construction and Demolition Waste (CDW) Management Plan to the Customer for work that involves civil works of constructing, refurbishing or demolishing installations, together with works that alter the shape or substance of the land, primarily excavations, once the corresponding CDW management study has been provided by the Customer. The Contractor shall also provide the Customer with an On-site CDW Management Record Book every six months, or at the end of the work. All of this must be done in accordance with the corresponding Technical Specification for Construction and Demolition Waste Management.

The Contractor undertakes to immediately inform the Customer of any environmental incident that occurs during the execution of the work, submitting a written report detailing its scope and causes. In these cases, the Contractor shall adopt the necessary corrective measures at its own expense.

The Contractor shall be liable for any damage or harm caused to the environment while executing the contracted work and shall indemnify the Customer against any punishment, penalty or claim that may arise from any breach of its environmental obligations.

### 3.26.- Industrial property

The Contractor assures the Customer that it holds patents, licences and, in general, other industrial and intellectual property rights necessary to carry out the activities covered by the Contract. Otherwise, the Contractor shall be responsible for obtaining the necessary assignments, licences and/or authorisations from the corresponding of patent, model and trademark holders and for paying the fees and compensations for these items.



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Claims made by holders of industrial and intellectual property rights as a result of executing the Contract shall be borne by the Contractor, which shall be liable for their consequences, with full indemnity for the Customer.

All designs, plans and specifications provided by the Customer to the Contractor for carrying out the work, as well as the inventions, patents, utility models and other intellectual property rights generated or created on the basis of all of the documentation provided by the Customer to the Contractor for carrying out the work, shall be the property of the Customer.

### **3.27.- Brand and image**

The Customer is the sole holder of the EDP España trademark in all its forms, commercial names, logos, identifying signs and/or graphic images. For the purposes of fulfilling the object of the contract, the Contractor may only use the EDP España trademark in relation to the material for which it is expressly authorised and in accordance with the conditions laid down in the Contract, in these contractual conditions, in the Identity Manual for Collaborating Companies and the guidelines given by the Customer at any given time. The costs arising from the use of EDP España's trademark and image shall be borne by the Contractor, except as indicated below.

The use of the identification symbols and image of the EDP España brand by the Contractor when required to provide the services and/or carry out the work contracted shall in no case imply the substitution by the Customer of the position that corresponds exclusively to the Contractor as employer and entity responsible for its personnel.

The Contractor shall instruct employees assigned to provide the contracted services about the conditions of use of the Customer's trademark and identifying symbols.

The Contractor shall be directly responsible for the good image of the EDP España brand used to fulfil the object of the Contract, and shall undertake to maintain the material bearing this trademark in good condition and, where applicable, in an appropriate state of repair.

The Contractor shall indemnify EDP España against any damage or harm that may result from the breach of the guidelines on the brand and image that appear in these terms and conditions, in the Contract or that may be provided by the Customer.



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The Customer reserves the right to revoke the authorisation of use and/or change the conditions of use of its trademark, logos and/or any of the identifying symbols of its property, with the sole written communication to the Contractor, bearing the costs incurred by the latter as a result of this decision and being duly justified.

Unless otherwise agreed, the authorisation for the use of the EDP España trademark shall have the same duration as the Contract, at the end of which the Contractor shall immediately cease using it.

### 3.28.- Personal data protection

Should the Contractor need to access personal data whose data controller is the Customer to execute the Contract, the Contractor shall provide its services within the framework established by the General Data Protection Regulation (hereinafter, GDPR) EU (2016/679) of the European Parliament and of the Council, of 27 April 2016, its implementation or complementary provisions, and shall therefore sign the data processor contract included as Annex 2 hereto (Article 28.3 GDPR).

The Contractor shall only process the personal data in accordance with the instructions given by the Customer, within the sphere of the contracted services.

The Contractor shall not use the data to which it has access for any other purpose than to provide the contracted services or for purposes other than those established and transmitted by the Customer in its instructions, or shall disclose the data, not even for their storage, to third parties, except in those cases then the subcontracting of some of the services, with the prior written authorisation (Art 28.2 GDPR).

Should Contractor, as the data processor, use the data for any other purpose, disclose the data or use them in breach of the clauses of the agreement, it shall likewise be considered as the data controller and be personally liable for any breaches.

The Contractor shall adopt the organisational and technical measures established by EDP and which guarantee the security of the personal data and avoid their alternation, loss, unauthorised processing or access, according to the level of criticality of the processing being carried out.

Should the subcontracting of some of the services be authorised, the Contractor shall impose on the subcontracted companies, by means of a written contract (Art. 28.9 RGPD), the same obligations that the Customer imposes on the Contractor in this Technical Specification and in the Data Processor Contract.



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Once the service provisions requiring access to personal data as indicated have ended, or the Contract terminated, the Contractor shall undertake to destroy, and provide the Customer with the relevant certificate, or return to the Customer all the physical media, including any copies that may have been made, where there is any personal data.

Should it be necessary for Contractor personnel to access the facilities of the Customer to provide the services envisaged herein, the Contractor hereby undertakes to inform its employees of that need.

### 3.29.- Confidentiality

Unless otherwise provided for in the Contract, the Contractor shall treat as confidential all information and/or documentation provided to it by the Customer in order to take part in the contracting process, or subsequently during the execution and performance of the Contract. This information and/or documentation may not be disclosed by the Contractor to any third party by any means, except with the express prior consent of the Customer.

The Contractor shall ensure that confidential information is not disclosed to anyone other than its employees, subcontractors, agents, representatives or consultants who need to know it to ensure the proper performance of the Contract or for the performance of their duties, to whom it shall transfer the same obligation of confidentiality.

The obligation of confidentiality shall be for a duration of three years and shall remain in force after the termination of the Contract for whatever reason, in which case the Contractor shall destroy or return all confidential information at its disposal to the Customer.

### 3.30.- Commercially sensitive information

Information of a commercially sensitive nature which the Customer provides to the Contractor to execute this Contract is considered strictly confidential and is intended solely and exclusively for executing the Contract. The Contractor may not use it for any purpose other than the purposes established, and its use, disclosure or communication to third parties, whether or not they belong to the EDP Group, is expressly prohibited. In particular, its use for purposes related to liberalised activities and value-added services, whether carried out by the EDP Group or not, is prohibited.

For the above purposes, commercially sensitive information shall be considered to be any specific information concerning the exercise of the regulated activities that is not public and which, if communicated or having been communicated to the liberalised activities, could significantly influence the outcome of their business or give them a competitive advantage in the development of the liberalised activities that they carry out.





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In particular, commercially sensitive information shall be considered to be any information which, in compliance with the above requirements, arises from the processes of:

(i) Network planning: Forecast of electricity demand (historical data, new actions, etc.) or generation; forecast of new areas to be converted to gas (Non-protein nitrogen (or NPN), network extensions, conversion from propane, etc.); technical data of new electrical or gas installations, or modifications to existing ones.

(ii) Pre-contract: Study and management of new electrical or gas supplies or expansion of existing ones (technical and economic conditions, billing, need to transfer premises, land, facilities, etc.), as well as data relating to petitioners thereof; study and management of new connections for electrical generation facilities or expansion of existing ones (technical and economic conditions, billing, etc.), as well as data relating to petitioners thereof.

(iii) Management and contracting of the ATR (Third-party access to the network): Receipt and management of requests from electricity and gas suppliers or consumers who directly contract access to the network (registrations, cancellations, changes of suppliers, contractual modifications, cancellations, rejections, etc.); responses to electricity and gas suppliers or consumers who have directly contracted access to the network; receipt and management of requests from representatives of electricity or gas consumers, from electricity production facilities and distance certificates to LNG plants; management of contracts with LNG road haulage companies, in the case of suppliers with consumers supplied from satellite plants.

(iv) Measurement: Information contained in the inventory of electricity or gas delivery boundary points (consumers, producers, transport connections and other distributors and aggregations or groupings thereof); measurements associated with electricity or gas delivery boundary points (consumption, generation, connections with transport and connections with other distributors); validations of measurements (objection, complaint or incident processes); preparation of gas distributions by distributor in accordance with regulations (daily n+1 distribution, final m+3 distribution and report of differences in measurement).

(v) Invoicing of tolls and other regulated items: Issuance and management of invoices (loading in the interchange system between agents, sending to suppliers, etc.).

(vi) Toll collection and other regulated concepts, as well as debt management: Debt claim process and risk information; supplier disqualification process; delinquency rates.

(vii) Management of disconnections and cancellations: Receipt of requests from suppliers; management of requests received (execution, related incidents, etc.); responses to suppliers; disconnection processes at the request of the distributor (deficiencies at facilities, non-payment of tolls by direct consumers, etc.).



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(viii) Fraud identification and management. Analysis and detection of fraud (campaigns, information received, etc.); related documents (records, reports, photos, etc.); estimating and invoicing the defrauded amount; rescission of the contract if necessary.

(ix) Network operation: Real-time control parameters (gas flows and pressures, electrical voltages, loads and measurements, etc.), both for the installations of the distribution network and those connected or observed by it; breakdowns (affected customers, replacement times, etc.); safety and network capacity studies; information exchanged with REE in the generation scheduling process and with the GTS (Technical manager of the system) for distribution between agents; interruptible consumers in the network; emergency care.

Also, resolutions of the Administration (start-up documents, entries in administrative registers, permits for grouping of supply points, etc.); certificates (CIL certificate (Production Installation Code for Settlement purposes), certificate of compliance with the Regulations on Electrical Measuring Points, etc.); and data referring to consumers that are not included in the Supply Point Information System (company/personal tax ID number, telephone number, etc.).

The Contractor shall submit to the processing system that the Customer has established for this information.

The Contractor shall ensure that all of the human resources involved in executing this Contract observe the duty of confidentiality as stated above.

In the event of non-compliance, the Customer reserves the right to terminate this Contract. In any event, the Contractor shall assume full responsibility resulting from any such breach and shall indemnify any EDP group companies that might be affected by it.

In the execution of the contracted services relating to regulated activities, the human resources and materials used by the Contractor may not bear or contain any distinctive signs (trademarks, logos, trade names,...) related to liberalised activities or value-added services, whether they belong to the EDP group or not.

Failure to comply with this prohibition shall entitle the Customer to terminate this Contract. Without prejudice to the foregoing, the Contractor shall indemnify any EDP Group companies that may be affected by such non-compliance, assuming any damages resulting therefrom.

In accordance with Laws 24/2013 and 34/1998, regulated activities in the electricity sector, operation of the system and market, transport and distribution, and, in the natural gas sector, reconnecting to gas, basic storage, transport and distribution are considered to be regulated activities. In turn, the following are considered liberalised activities in the electricity sector: production, marketing and energy recharging services; and in the natural gas sector: non-basic storage, production and marketing.



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### 3.31. Marketing and advertising

All of the activities carried out by the Contractor on behalf of EDP España shall be in accordance with the provisions of the law in force at all times.

In the development of activities of a commercial nature, the Contractor shall pay special attention to compliance with the provisions of Royal Legislative Decree 1/2007 of November 16, approving the revised text of the General Law on Consumers and Users, General Law on Advertising 34/1988 of November 11, Law 34/2002 of July 11, on information society and electronic commerce services and Royal Legislative Decree 1/1996 of April 12, approving the revised text of the Law on Intellectual Property, as well as its complementary and/or implementing regulations.

The Contractor undertakes to provide the commercial services entrusted to it by refraining from providing users with false, inaccurate, outdated or incomplete information and, in general, from any practice that may involve misleading, unfair or otherwise unlawful advertising. The Contractor shall ensure that any information transmitted to addressees is true and fair, without misleading them, or engage in any conduct that may involve unfair competition.

The Contractor shall also comply with the requirements set out in the technical procedures or internal regulations of the EDP Group that apply to the services entrusted to it, as well as with the EDP Group's Code of Ethics.

### 3.32. Criminal liability

With respect to EDP España, the Contractor exclusively accepts any liability of a criminal and vicarious nature which may be caused by the actions or omissions of its employees, directors and/or representatives, in accordance with the provisions of the criminal code in force from the reform approved on June 23, 2010 regarding the possible criminal liability of legal entities.

For the above purposes, in accordance with the provisions of the said amendment, it shall be understood that a legal entity may be held liable for committing an offence, whether it has been committed in its name and on behalf of it by its legal representatives and administrators, or been committed by persons under its authority and the proper control has not been exercised.

The Contractor shall undertake to incorporate the mechanisms of article 31 bis of the Criminal Code and any other measures which, where applicable, may reduce or absolve it of liability into its organisation and/or work procedures.



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### 3.33.- Pre-contractual liability

Nothing in these terms and conditions or the activities, expenses or actions that the Contractor may be required to carry out in order to adapt to these provisions or to prepare or submit a specific offer may be construed as constituting any kind of contractual or pre-contractual relationship between the Customer and the Contractor, from which the Customer may derive any type of liability or obligation.

Accordingly, the Contractor expressly accepts that no liability may be required and no obligation may be attributed to the Customer as a result of the request, submission, analysis, complement, evaluation or rejection of any specific offer, with the Customer's obligations and liabilities being limited to those that may be established in the Contract, where applicable.

In the event of the withdrawal or revocation of the offer during its period of validity or after its acceptance, the Contractor shall indemnify the Customer for any damages it may incur.

### 3.34.- Contractual liability

The Contractor shall be liable to the Customer for any damage arising during the performance of the Contract as a result of its own actions, those of its personnel and those of third parties for whom it is responsible, including its subcontractors.

Any approval or supervision of the work by the Customer does not release the Contractor from this liability and does not imply that it should be shared with the Customer.

The Contractor shall hold the Customer harmless from all liability for any acts or omissions in executing the Contract, and undertakes to hold the Customer harmless from any claims or demands that may be made against it and to indemnify it against all damages that may have been caused.



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The Customer may cash in the bank guarantees provided by the Contractor or offset against the sums due to the Contractor in order to recover the sums payable by the Contractor as a result of the provisions of this section.

### 3.35.- Force majeure

Neither party shall be liable for any breach, defective performance or delay in fulfilling its obligations, insofar as they are as a result of an occurrence of any unforeseeable or unavoidable nature.

The party affected as a result of force majeure shall notify the other party, in writing, as soon as possible within a maximum period of two (2) calendar days from the date on which it became aware of the same, with mention of the cause, its estimated duration and repercussion on the work contracted, accompanied by the documents that accredit it.

The fulfilment of the obligations affected by force majeure shall be suspended for the period of time of the cause, with the parties not being responsible for the consequences of such events. After the termination of the cause of force majeure, the parties shall agree on the measures required to make up for lost time wherever possible, taking all reasonable steps to ensure that the execution of all of the obligations under the Contract is resumed under the best conditions and with the least possible delay in terminating the case.

Notwithstanding the foregoing, when the event constituting force majeure is prolonged for a period of more than two months, either party may terminate the Contract.

The following may not be invoked by the Contractor as causes of force majeure:

1. Meteorological conditions or phenomena that could reasonably have been foreseen by the Contractor.
2. Any shortage of manpower or materials.
3. Any delay in obtaining or failure to obtain materials.
4. Any breach or delay by any subcontractor.
5. Strikes, lockouts and other measures for resolving labour disputes.



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### 3.36.- Offsetting credits

In the event of a breach of any of the obligations assumed in the Contract by the Contractor, whereby the Customer may derive a financial liability, the Customer shall be entitled to withhold payment and/or to offset any overdue, liquid and enforceable claims that the Contractor may have against the Customer up to the limit of these liabilities.

### 3.37.- Suspension of work

The Customer may order the suspension of all or part of the work by means of an express suspension order, which shall be binding on the Contractor in the following cases:

1. If the Contractor is carrying out the work in a defective or improper manner, or if the work is not being carried out in accordance with the provisions of the Contract and its Annexes.
2. If the means and methods used by the Contractor are not adequate to ensure the proper provision of the services and/or execution of the work in accordance with the safety parameters required to avoid damage to persons and property.
3. If the means and methods employed by the Contractor are not adequate to ensure the execution of the work covered by this Contract, in accordance with the quality requirements of the Contractor itself.
4. If the Contractor fails to comply with any instructions it may receive from the competent authorities with regard to the work undertaken.
5. If the means and methods used by the Contractor are not adequate to ensure the execution of the work covered by this Contract, in accordance with the legal requirements to avoid damage to the environment.

When any of the circumstances indicated above occur and at the express request of the Customer, the work shall be immediately suspended until the circumstances justifying the suspension are corrected. In such a case, all costs arising therefrom shall be borne by and at the expense of the Contractor.

Likewise, the deadlines and performance milestones set out in the Contract and its Annexes shall not be extended, with the Contractor being bound to fulfil them.



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### 3.38.- Termination of the contract

The following shall be grounds for termination of the Contract, in addition to those provided for therein and by law

#### At the request of the Customer:

- a) When the Contractor carries out any work at variance with any of the documents included in the Contract, or when it does so in such a way that the quantity and quality of the work carried out does not reasonably correspond to the time invested in its execution, in such a way that this allows it to estimate, in the opinion of the Customer, that the work entrusted to it will not be completed within the prescribed time limits.
- b) For repeated errors or defects in the execution of the work entrusted.
- c) When the Contractor subcontracts or assigns all or any part of the Contract in contravention of the provisions of the Contract or these terms and conditions.
- d) For interruptions of work of more than one (1) week, except when this is due to justified causes that fully prevent the Contractor from continuing the work.
- e) For failure by the Contractor to comply with the provisions of social regulations (with those relating to occupational risk prevention, payment of wages or social security contributions being considered particularly serious breaches), as well as with tax, environmental and/or personal data protection regulations.
- f) For lack of documentary evidence of compliance with labour, tax and/or environmental obligations.
- g) For improper use or use contrary to the instructions received from the Customer of its brand image, distinctive symbols and/or logos.
- h) For failure to take out or renew insurance under the terms of the contract or these terms and conditions.
- i) Any other breach by the Contractor which may materially affect the successful completion of the Contract or which is identified in the Contract as grounds for termination.

In any event, the Contractor shall indemnify the Customer for any damages resulting from its breach.



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The Customer may unilaterally terminate the Contract by giving two months' written notice to the Contractor, in which case the amount of the work and costs incurred until the termination of the Contract and other costs and expenses reasonably incurred as a result of the termination shall become effective, with no payments being made for expenses such as loss of earnings or compensation for damages, and maintaining the withholdings and guarantees relating to the work carried out during the foreseen period. The payment of this sum shall be deemed to be extinctive prescription of any claim for damages and the collection of this amount by the Contractor shall be deemed to have been settled, finalised and satisfied, with the Contractor waiving any claim against the Customer.

Either party may also request the termination of the Contract in the circumstances set out in Section 3.35 of these terms and conditions for reasons of force majeure.

In the foregoing cases, the Customer may take over the work carried out up to that point and keep all or some of the materials amassed, manufactured in part or delivered, paying the price provided for in the Contract or, failing that, the price to be fixed by mutual agreement and, if this is not possible, by means of an expert appraisal.

### **3.39.- Communications**

During the term of the Contract, the Contractor and the Customer shall send written communications with regard to the Contract to the address specified as the address of each party in the contractual documentation. Such communications shall be deemed to have been received if they are sent by fax, registered post or any other means that makes it possible to accredit its receipt and content.

### **3.40.- Documentation**

In accordance with the Customer's instructions, the Contractor shall provide the Customer with the documentation referred to in the Annexes to these contractual terms and conditions.

### **3.41.- Language**

Spanish is established as the language for the contractual relationship and, consequently, any document that the Contractor submits to the Customer shall be drafted or translated into this language.





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### 4.- APPLICABLE LAW AND SETTLEMENT OF DISPUTES

All questions that may arise between the parties in connection with interpreting and/or carrying out the Contract shall be resolved in accordance with the law of the state where the Customer has its registered office and in that language.

The provisions of the Civil Code, the Commercial Code and other provisions on the matter shall apply for issues that are not provided for in these terms and conditions or in the specific terms and conditions of each Contract, and the parties shall submit to the jurisdiction of the Courts and Tribunals of the city where the Customer has its registered office, waiving their own jurisdiction, if any, without prejudice to the right of the Customer, if it were a plaintiff, to go to the Courts and Tribunals of the defendant's domicile.

### 5.- ASSOCIATED DOCUMENTATION

- |         |   |
|---------|---|
| Annex 1 | Template of a bank guarantee.                       |
| Annex 2 | Template of a contract for accessing personal data. |
| Annex 3 | Documentation from foreign companies.               |
| Annex 4 | General Environmental Performance Criteria.         |