

## **EIFFAGE GROUP GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND PRODUCTS**

### **1. SUBJECT MATTER OF THE DOCUMENT**

The present document sets out the general contracting terms and conditions governing the relationship between companies of the Eiffage Group (“**Eiffage Energía**”) and the counterparty (“**Supplier**”), for the leasing of Goods and Products. Eiffage Energía and the Supplier shall be individually referred to as the “**Party**” and collectively, as the “**Parties**”.

### **2. SCOPE OF APPLICATION**

- 2.1. The present General Terms and Conditions of Purchase shall govern any purchase of Goods and Products, unless otherwise agreed between the Parties in the Contract, Particular Conditions or Order.
- 2.2. Any Contract executed by Eiffage Energía implies the unreserved adherence to the present General Terms and Conditions which shall apply thereto together with the Particular Conditions which, where appropriate, may be expressly agreed in writing. In the event of any conflict between the Order/Particular Conditions/Contract and these General Terms and Conditions, the former shall prevail and take precedence with respect to the latter.
- 2.3. The delivery of the Goods and Products and/or the execution of any Additional Services by the Supplier to Eiffage Energía, shall automatically entail the understanding and acceptance of the present General Terms and Conditions by the Supplier, even in situations where no Order/Particular Conditions/Contract is executed between the Parties.
- 2.4. The present General Terms and Conditions supersede any other prior terms and conditions, or covenants tacitly or explicitly agreed by the Parties, which shall be considered null and void for all purposes. Any amendment to the present General Terms and Conditions must be expressly agreed in writing between the Parties.
- 2.5. General Terms and Conditions other than those set out in the present document shall not be accepted except with the express consent in whole or in part thereof by Eiffage Energía.
- 2.6. Any conditions and specifications introduced by the Supplier in its delivery notes, invoices or other documents forwarded between the Parties, which contradict the terms and conditions agreed in the Order/Particular Conditions/Contract submitted by Eiffage Energía shall be null and void.
- 2.7. The Supplier declares that it is familiar with and subscribes to the Values and Principles of the Eiffage Group which are published on our website <http://energia.eiffage.es/valores-y-principios/>
- 2.8. The present General Terms and Conditions shall apply indefinitely.



### 3. DEFINITIONS

**“Governmental Authority”** means any country or government or province, state or any political body thereof, any entity, authority or body exercising executive, legislative, judicial or administrative functions pertaining to a government, including any governmental authority, body, department, board, commission or agency, of any jurisdiction in which Eiffage Energía or the Supplier is resident, any court, tribunal or arbitrator and any securities exchange agency or body or authority regulating said securities exchange.

**“Goods and Products”** means, but is not limited to, equipment, materials, machinery, machinery, parts, goods, tools, consumables, products, supplies, items, hardware, software and any other tangible goods or items including the respective components thereof and subcomponents and items of any kind which are provided by or on behalf of the Supplier to Eiffage Energía.

**“Public Official”** means and includes all officers or employees of a ministry, governmental body or agency, licensing authorities, customs officials, candidates for public office and officials of public international organisations (for example, Red Cross). The term likewise includes officers or employees of state-owned or controlled corporations, such as universities, airlines, oil companies, hospitals or other providers. The term further includes relatives and close acquaintances of these persons (for example, it is not permitted to ostentatiously bribe a sibling, spouse or child of a public employee, if such a gift to the person himself/herself is prohibited by the Anti-Corruption Code). Pursuant to the Spanish Criminal Code, “public official” includes any person who, by virtue of the applicable regulations or by virtue of his/her appointment, participates in the exercise of public functions or in the development of the public interest. Authorities, such as members of the House of Representatives, the Senate, the Legislative Assemblies of the Autonomous Communities and the European Parliament, inter alia, shall likewise be considered public officials for the purposes of anti-corruption regulations.

**“Provisional Acceptance Certificate”** means the document stating the satisfactory result of the inspection and activities in relation to the Goods and Products received by Eiffage Energía. This document shall likewise include the necessary modifications or corrections of deficiencies identified during the corresponding inspection and/or tests.

**“Final Acceptance Certificate”** means the document confirming the final receipt and acceptance of the purchased materials and equipment and the end of the Warranty Period.

**“Clause”** means any clause set out in the present General Terms and Conditions.

**“Days”** means calendar days. In the event that the last calendar day falls on a non-business day, the next business day shall be deemed to be the next business day for all purposes of the present General Terms and Conditions.

**“Eiffage Energía”** means any company of the Eiffage Energía Group which issues an Order subject to the present General Terms and Conditions, comprising the following trading companies: made up by **Eiffage Energía, S.L.U.** (B02272490), **Instalaciones Eléctricas y Bobinajes, S.A.U.** (A03282878), **Conscyttec, S.L.U.** (B02335347), **E.D.S. Ingeniería y Montajes, S.A.U.** (A48113583), **Electromedical, S.L.U.** (B46563219), **Irati Gestión de Obras y Proyectos, S.L.** (B31822695).



“**Order/Particular Conditions/Contract**” means the document which includes, for each specific case, the additional terms and conditions, qualifications and/or exceptions to the present General Terms and Conditions. Hereinafter, any reference to any of the designations (Order, Particular Conditions and Contract) shall be understood to include all three without distinction to wit, interchangeably.

“**Warranty Period**” means the period during which the Supplier shall ensure the proper functioning of the Goods and Products or that same are free from defects and in perfect working order.

“**Personnel**” means all employees, as well as any other natural or legal person directly or indirectly related to the Supplier who shall supply the Goods and Products.

“**Price**” means the price agreed by the Parties for the acquisition of the Goods and Products, which includes all applicable taxes and other amounts payable, with the exception of Value Added Tax (VAT).

“**Supplier**” means the natural or legal person responsible for supplying the Goods and Products subject to that set forth in both the present General Terms as well as in the Order/Particular Conditions/Contract.

“**Subcontract**” means the Contract by virtue of which the Supplier commissions the execution of any of the Goods and Products from a third-party.

“**Additional Services**” means those services related to the acquisition of Goods and Products or accessories thereto to be provided by the Supplier by agreement between both Parties and which are defined and specified in the corresponding Order/Particular Conditions/Contract.

#### 4. PERFORMANCE OF THE OBLIGATION

- 4.1. The performance of the obligation to deliver the Goods and Products shall be undertaken at the sole risk and liability of the Supplier, and the economic outturn shall be at the sole expense of the Supplier.
- 4.2. The Supplier must deliver the Goods and Products observing at any given moment compliance with the applicable laws and regulations and all instructions received from Eiffage Energía.
- 4.3. If, in the Supplier' opinion, there is any uncertainty in the subject matter of the Order, this fact must be notified to Eiffage Energía, which shall be the sole decision-maker in this regard.
- 4.4. Eiffage Energía reserves the right to refuse the cost overruns supplied, even if these are included on the delivery note. The only units accepted are those appearing on the Order. Invoices shall only be paid when these match the quantities and prices of the Order, or unless Eiffage Energía expressly accepts the invoicing of additional units.
- 4.5. Unless expressly stated otherwise, the Goods and Products the subject matter of the Contract must be new.



- 4.6. In the event that the compliance of the obligation to deliver the Goods and Products entails the provision of Additional Services, the Supplier must likewise comply with the requirements stipulated in the General Terms and Conditions for the Contracting of Works and Services of Eiffage Energía.
- 4.7. The Supplier shall not be exempt from any of its obligations as regards the performance of the obligation to deliver the Goods and Products and the execution of the Additional Services thereto, nor shall be entitled to an increase in the Price as a result of any regulatory amendment which affects the performance of the Supplier's obligations under the Order and which enters into force on the day of the signing of the Order or any subsequent date.

## **5. ECONOMIC ARRANGEMENT**

### **5.1. PRICE**

The Price includes all the concepts specified in the Order.

Unless otherwise specified in the Order, the Price shall adopt the type of transport, packaging and insurance paid by the Supplier until final delivery to Eiffage Energía, accordingly, packaging, postage, containers, required insurance and carriage are considered to be included in the Price.

Said Price shall be understood to be fixed and non-revisable until the total and complete execution thereof, except as otherwise specifically provided, and shall include all manner of taxes, charges, levies, fees and duties, present or future.

In the absence of any unit price in the Order, the price determined by the seller shall not be valid until Eiffage Energía has provided an estimate and written agreement. In order to apply unit prices higher than those specified in the Order, the written agreement of Eiffage Energía shall be required.

### **5.2. INVOICING**

The Supplier must specify on the invoice the number of the Order and that of the delivery notes comprising same, in a conspicuous place, Eiffage Energía shall not be held liable for any delays which may arise in the preparation of the invoices which lack the above information. Only a single Order number may be entered on each invoice.

The Supplier may not issue the invoice until compliance in its entirety of the obligations thereof pursuant to the Contract, unless partial deliveries and/or invoicing have been agreed in the Order.

Eiffage Energía shall be under no obligation whatsoever to take delivery of the Goods and Products prior to the agreed dates. Even in the event of the occurrence thereof, the seller is not entitled to issue invoices and same shall be rejected outside the agreed contractual terms and conditions.

For invoices corresponding to Additional Services, the Supplier must enclose thereto the corresponding certifications of the services rendered, duly approved by Eiffage Energía.



Invoices that do not meet any of the requirements set out above or expressly agreed in the Order shall not be accepted and shall be returned. Partial non-compliance of any of the stipulated obligations shall be considered as non-compliance of the entirety thereof.

The payment of invoices Eiffage Energía shall not exempt the Supplier from its responsibilities or obligations derivative from the Order.

Invoicing shall be undertaken in the following manner:

The Supplier shall submit its invoices in electronic format. On the portal hosted on the Eiffage Energía website <http://www.energia.eiffage.es/facturacion-de-proveedores-en-formato-electronico/>, one can register and find all the necessary technical and functional information as regards the electronic invoicing service.

### 5.3. PAYMENT

Payments shall be specified in the Contract or Particular Conditions, and the Supplier shall be under the obligation for that purpose to provide a bank account holder certificate or any other document or bank details required for making payments.

In the event that Eiffage Energía detects a breach of the Supplier's obligations which may give rise to liability (albeit joint and several, subsidiary or any other direct action against Eiffage Energía), Eiffage Energía shall be entitled to withhold any outstanding payments to the Supplier in an amount sufficient to cover said liability, and Eiffage Energía may pay or offset said liabilities with the withheld amounts, without prejudice to any other rights and/or actions to which same is entitled, acquired under the Contract and the present General Terms and Conditions.

## 6. DELIVERY DEADLINES

The delivery deadline is stipulated as a sine qua non condition (essential condition), unless otherwise specified. Deliveries must be made within the period stipulated in the Order. In the event that same are not undertaken in said manner, Eiffage Energía reserves the right to exercise any legal actions which correspond thereto for the financial loss occasioned thereto albeit directly or indirectly due to said non-compliance. Notwithstanding the foregoing, Eiffage Energía shall be entitled to the application of the penalties that may correspond thereto and to the total or partial cancellation of the Order.

Eiffage Energía may change the delivery schedules (to wit, time and place of delivery) a request the advance of all or part of the Goods and Products or order the temporary suspension of scheduled deliveries. For this purpose, it may request the necessary modification of the Order, which the Supplier shall accept, except for justified grounds, without this modification entitling the Supplier to claim any adjustment of the Price.

If the Goods and Products, or parts thereof, cannot be delivered for any reason whatsoever, the Supplier shall store same pursuant to good industry practice until such time as same can be delivered. Both the costs of storage and the risk of loss or damage shall be borne by the Supplier.



## 7. DELIVERY OF THE GOODS AND PRODUCTS

The Supplier, prior to proceeding with the delivery of the Goods and Products, shall contact the person specified for this purpose in the Order, for the purposes of confirmation of said delivery.

All Goods and Products shall be forwarded to the address and in the manner specified in the Order and shall be delivered together with the delivery note which shall clearly and visibly state the effective date of delivery, the Eiffage Energía Order number and the identification of the products delivered. These must likewise be accompanied, where appropriate, by the conformity or calibration certificates (where applicable).

Once the Goods and Products have been unloaded on the date specified in the Order, it shall be understood that same are provisionally accepted by Eiffage Energía, subject to the subsequent qualitative and quantitative control, reserving the right to reject the Goods and Products at the time of the use thereof when same are inappropriate or do not correspond to that which is specified in the Order placed, as well as due to latent defects.

In the event that the Goods and Products are not in conformity, these shall be returned to the Supplier, at the Supplier's expense for all costs incurred from the origin to return thereof. Eiffage Energía shall proceed to open a non-conformity, which must be answered by the supplier within FIVE (5) DAYS of receipt thereof.

Unless otherwise stipulated in the Order, the packaging and transport of the Goods and Products to the destination and unloading shall be borne by the Supplier, in application of the DDP (*Delivered Duty Paid*) modality included in the Incoterms of the International Chamber of Commerce. The Supplier shall be under the obligation to obtain from the competent bodies the appropriate transit permits, licences, authorisations and police escorts required for the transport, and shall bear the cost of all the work required for this purpose, such as traffic detours, signalling etc.

The Goods and Products shall be suitably protected in order to prevent any damage, especially to mechanised, polished or fragile parts.

Under no circumstances whatsoever shall Goods and Products corresponding to different Orders be packaged together.

## 8. INSURANCE

The Supplier shall maintain in force during the entire term of the Order and/or Contract, with financially sound and reputable insurance companies, the insurance policies specified below and applicable to the services taken out under contract. In the event of executing any Subcontract, the third party subcontractors shall procure out and maintain insurance policies equivalent to those stipulated in this Clause. Whenever applicable.

- a) Civil Liability Insurance, with the following minimum ceilings pursuant to the value of the Contract and/or Order, and the following coverage:



<b>GENERAL CIVIL LIABILITY</b>	
<b>CONTRACT/ORDER AMOUNT</b>	<b>MINIMUM CEILING COMPENSATION</b>
<150,000	150,000
< 600,000	300,000 - 600,000
< 1,000,0000	600,000- 1,000,000
< 3,000,0000	1,000,000 - 3,000,000
> 3,000,000	TO BE DETERMINED

- General Civil Liability or Operating Liability.
- Employer's Liability.
- Civil Liability arising from use of vehicles and machinery.
- Post-Work Civil Liability.
- Product Liability.
- Professional Liability.
- Civil Liability arising from transport, loading and unloading.
- Civil Liability for Accidental Pollution and Contamination.
- Cross Liability.

This insurance must guarantee the damages occasioned to Eiffage Energía, as well as to any third party, even if these third parties have filed a claim against a Eiffage Energía.

The insurance must be in effect and must cover the liabilities derivative from the Order and/or Contract, until the end of the Warranty Period.

Eiffage Energía shall be considered as a third party in relation to the Supplier and the insurance shall be considered primary insurance in relation to any other civil liability insurance.

- b) Compulsory and voluntary Civil Liability Insurance for Vehicle and/or machinery traffic, pursuant to the conditions required by prevailing legislation, and which have the compulsory compensation ceilings based on the applicable prevailing legislation.
- c) Transport Insurance which guarantees the losses or damages occasioned to the Equipment and Materials provided by the Supplier or transported under the responsibility thereof, during their transport, intermediate storage, loading and unloading and/or handling from the sites of manufacture to placement thereof at the location where the works are carried out.
- d) Material Damage Insurance which covers all the equipment under the responsibility of the Supplier, with a ceiling that is never lesser than the replacement value thereof.

Under no circumstances whatsoever, shall the insurances taken out under contract limit the responsibilities assumed by the Supplier and derivative from the Order or Contract. The Supplier must notify Eiffage Energía of any circumstance which may give rise to a claim under the insurance policies mentioned in this Clause and the incident shall be notified to the relevant insurance company.



In the event of a claim, the Supplier shall take all necessary measures to prevent or mitigate the damages.

The Supplier must furnish to Eiffage Energía certificates from the Insurance Companies in relation to the aforementioned policies, and which are applicable to the Order and/or Contract, specifying the name of the Insurance Company, the coverage contracted, exclusions, ceilings, sub-ceilings and excesses, as well as the commencement and expiry dates.

The Supplier shall be under the obligation to furnish to Eiffage Energía any modification that the insurance policies may undergo during the validity of the Order/Contract.

Eiffage Energía may request a copy of the complete insurance policies from the Supplier at any given moment and the Supplier must deliver same within a maximum period of fifteen (15) days from the request thereof

In either event, Eiffage Energía shall never be held liable for the ceilings, deductibles or limitations in the conditions of the policies of the Suppliers.

All insurance policies to which reference is made to in this Clause shall be primary insurance to any other Eiffage Energía policy and the Supplier shall require the subcontractors thereof to maintain the same liability and insurance policy required of the Supplier. Notwithstanding the foregoing, this circumstance shall not exempt the Supplier from its liability vis-à-vis Eiffage Energía.

## **9. DOCUMENTATION ACCOMPANYING THE GOODS AND PRODUCTS**

The Goods and Products must be accompanied by the corresponding documentation, such as, inter alia: EC conformity certificates, measuring equipment calibration certificates, operating manuals (in Spanish and English), material safety data sheets for chemical products and product conformity certificates with UNE standards (switchgear and small electrical material, electrical cables, lighting, prefabricated concrete, concrete, aggregates etc.), as specified in **Annex I**. Work equipment and chemical substances must be delivered with the following documentation:

### **WORK EQUIPMENT DOCUMENTATION**

- Declaration of Conformity.
- CE marking.
- Instruction manual in Spanish

### **HAZARDOUS CHEMICAL SUBSTANCES AND PREPARATIONS DOCUMENTATIONS**

- Be packaged and labelled clearly identifying their content and risks (safety pictograms) as required by law.
- The Material Safety Data Sheet of the product must be made available to the department responsible for purchasing and distribution.





In particular, for the provision of sanitary equipment and official technical services, when the acquisition of **electromedical equipment** is the responsibility of Eiffage Energía, the supplier of the equipment shall furnish the following information:

- ⇒ Documentation from the manufacturer or distributor:
  - Operating licence
  - Annotation in the manufacturer's register of responsible persons
  - Notification of distribution activities (distributor)
- ⇒ Documentation for the equipment:
  - CE marking
  - Declaration of Conformity
  - Certificate from the notified body
  - Equipment performance specifications
  - Equipment maintenance specifications (maintenance activities, servicing and calibration, frequency thereof etc.)

## 10. SUPPLIER WARRANTY

The Supplier warrants to Eiffage Energía that both the Goods and Products, as well as the Additional Services:

- a) Are fully owned by the Supplier, suitable for the purpose for which same are intended and of the highest quality and first-time use;
- b) Comply with the specifications and requirements set out in the laws, standards and the Order;
- c) Are manufactured pursuant to specifications, drawings, samples and any other description stipulated and applicable thereto;
- d) Comply with the legally required quality, safety and contractual environmental requirements and possess the patents, licences and other industrial and intellectual property rights necessary to carry out the subject matter of the Order, guaranteeing the indemnity of Eiffage Energía against any claim for infringement of these rights;
- e) Are free from defects, including non-visible or latent defects, and/or hidden defects, pursuant to the technical engineering standards and other applicable standards;
- f) Are free from encumbrances and/or liens in favour of any third party not recognised by Eiffage Energía.

The Supplier shall exempt and indemnify Eiffage Energía from any expense, lien or encumbrance resulting from the failure of the Supplier to comply with the contractual obligations thereof with its suppliers, contractors, employees, agents or any natural or legal person with whom it has entered into an undertaking of any nature whatsoever.

The Supplier shall be responsible for correcting any defects which become apparent in the delivery of the Goods and Products the subject matter of the Contract within the period specified by Eiffage Energía.



## 11. WARRANTY PERIOD

The performance warranty of the Goods and Products shall determine that the Goods and Products are suitable for the specified function.

The Goods and Products shall have a minimum warranty of THREE (3) YEARS from the commissioning thereof, extendable up to FIVE (5) YEARS for hidden defects, against all manner of manufacturing and assembly defects, where applicable, unless this guarantee is amended, by mutual agreement, by the Order.

If, during the warranty period, Eiffage Energía notifies that the Goods and Products are damaged or deteriorated due to manufacturing or assembly defects, the Supplier shall carry out, at its own expense, the repair, replacement, adjustment or modification necessary for compliance of the warranty. The choice between the aforementioned options shall always be up to Eiffage Energía.

In the event that the Supplier's performance of its obligations is unsatisfactory, a defect in the quality of the Goods and Products is identified and the Supplier fails to repair said defect within the period granted for this purpose, or refuses to do so, Eiffage Energía reserves the right, not the obligation, to repair and/or replace the Goods and Products thereafter itself or with a third party at the expense and risk of the Supplier. To that end, Eiffage Energía shall be authorised to withhold pending payments to execute the bank guarantees that where applicable have been furnished by the Supplier and even, the total or partial refusal to accept the delivery of the Goods and Products, requiring in this case the reimbursement of the amounts paid, without said circumstance being grounds for any claim by the Supplier. Furthermore, the Supplier shall be under the obligation to compensate Eiffage Energía for all losses and damages occasioned due to the non-compliance of its obligations.

The hidden defects warranty shall entitle Eiffage Energía to request and obtain from the Supplier the repair, replacement, adjustment or modification of the Goods and Products (or any part or component thereof) or the Additional Services with a hidden defect, for a minimum period of THREE (3) YEARS from the delivery thereof, which shall be superior in the event that the applicable legislation so provides, and all of the foregoing is without prejudice to the corresponding compensation for the losses and damages that may have been occasioned.

The Goods and Products which have been subject to repair, replacement, adjustment or modification by virtue of the obligations envisaged in this Clause, shall be under warranty for a new period of (i) THREE (3) YEARS from the date of the making available once again of the Goods and Products to from the date of the new availability of the Goods and Products to Eiffage Energía, extendable up to FIVE (5) YEARS for hidden defects; or (ii) until the initial warranty period thereof has expired, whichever occurs last.

## 12. ASSIGNMENT

The assignment by the Supplier of any credit which may arise from the contractual relationship between the Parties, without the prior written approval of Eiffage Energía is strictly prohibited, and therefore the Supplier may not assign, transfer, novate or pledge in any manner whatsoever the Contract or any of the rights or obligations derivative therefrom, without the aforementioned authorisation.



Any assignment, novation, transfer or pledge made in breach of the foregoing shall be null and void and unenforceable.

Any breach by the Supplier of the present Clause shall entitle Eiffage Energía to rescind the Order and to require from the Supplier, whether it decides to rescind the Order or to demand the compliance thereof, a penalty equivalent to the amount resulting from applying the percentage of 10% to the Price of said Order. The aforementioned penalty shall be compatible with Eiffage Energía receiving compensation for the losses and damages that the Supplier's non-compensation may have occasioned thereto.

Eiffage Energía may, without the consent of the Supplier, freely assign or transfer all or part of the rights and obligations thereof in favour of any third party or to any of the companies of its group.

### **13. OFFSETTING**

Whenever there is a credit of Eiffage Energía against the Supplier, said credit may be totally or partially offset with any credit in favour of the Supplier, with a mere written communication, and complying with the terms and conditions stipulated for the offsetting of debts prescribed in prevailing legislation.

### **14. FORTUITOUS EVENTS OR FORCE MAJEURE**

In the event of unforeseeable or, being foreseeable, unforeseen circumstances, acts or events beyond the reasonable control of the Parties and which hinder the performance of the respective obligations, neither Party may be held liable for the non-compliance of such obligations, pursuant to applicable law.

The Supplier must notify Eiffage Energía, in writing and at the earliest possible opportunity and, in either event, within TWO (2) DAYS from the date on which the former becomes aware of said force majeure. Said notification shall contain a comprehensive documented explanation, to the reasonable satisfaction of Eiffage Energía, including details of the event or condition, the cause, the commencement and foreseeable end of the Fortuitous Event or Force Majeure situation and a statement of the actions to be taken in order to comply with the obligations thereof under the Contract.

On no account shall the following circumstances be deemed Force Majeure events, including, but not limited to, the following:

- (a) Financial hardship (including, without limitation, proceedings derivative from bankruptcy proceedings);
- (b) Any unexpected change in the cost of the Goods and Products;
- (c) Changes in market conditions;
- (d) Shortage of labour and/or materials;
- (e) Delay or non-compliance by subcontractors, sellers and/or manufacturers;
- (f) Strike, lock-out and other labour dispute resolution measures intended for the Supplier, any of the subcontractors, sellers and/or manufacturers thereof.



Whenever, due to a Fortuitous Event or Force Majeure, the compliance of the contractual obligations for a period equal to or exceeding THIRTY (30) DAYS consecutively or SIXTY (60) DAYS intermittently is impossible, Eiffage Energía may opt to rescind the Contract, without liability vis-à-vis the Supplier, with immediate effect from the date on which the notification is made.

The party alleging an event of Force Majeure shall bear the burden of proof.

## 15. ENVIRONMENTAL OBLIGATIONS

The Supplier undertakes to supply the Goods and Products taken out under contract pursuant to the Eiffage Energía Quality, Environment, Energy and Health Product management system implemented in accordance with the ISO 9001, ISO 14001, ISO 50001 and ISO 13485 Standards. In particular, the Supplier must understand and distribute to its personnel the Eiffage Energía Quality, Environment, Energy and Health Product policy which is available on the website at the following link: <http://www.energia.eiffage.es/responsabilidad/politica-de-calidad-y-medio-ambiente>

The Supplier declares that it understands and undertakes to comply with the environmental legislation and regulations in force at any given moment and to assume the costs inherent to said obligation.

The Supplier shall be under the obligation to furnish documentary evidence of compliance with the applicable environmental legislation and/or derivative from the implementation of the Quality, Environmental, Energy and Health Product management system applicable to the goods and services supplied, providing a copy of this documentation within the scope of the orders supplied.

Likewise, the Supplier shall furnish information on the products which form part of the supply and are or may be harmful to health or hazardous to the environment.

With regard to Eiffage Energía's internal environmental regulations, the Supplier declares to understand and undertakes to comply with the following document, which is provided as **Annex I** to the present General Terms and Conditions: **NG-PGI09-1** Quality and Environmental documentary requirements for suppliers of goods and/or products, works and services.

## 16. QUALITY MANAGEMENT

The Supplier undertakes to supply the goods and products taken out under contract pursuant to the Eiffage Energía Quality, Environment, Energy and Health Product management system implemented pursuant to the ISO 9001, ISO 14001, ISO 50001 and ISO 13485 Standards. In particular, the Supplier must understand and distribute to its personnel the Eiffage Energía Quality, Environment, Energy and Health Product policy which is available on the website at the following link: <http://www.energia.eiffage.es/responsabilidad/politica-de-calidad-y-medio-ambiente>



The Supplier declares that it understands and undertakes to comply with the legislation and technical and product legislation and regulations in force at any given moment and to assume the costs inherent to said obligation.

The Supplier shall be under the obligation to furnish documentary evidence of compliance with the legislation, national and/or international product standardisation regulations and/or those derivative from the implementation of the Quality, Environmental, Energy and Health Product management system applicable to the goods and services supplied, providing a copy of this documentation within the scope of the orders supplied. This documentation, including, but not limited to, may be the following:

- Product conformity certificates.
- Environmental Product Declaration.
- Declaration of performance.
- Manufacturing inspection point programmes.
- Certificates of raw materials used in the manufacture of the product.
- Tests carried out at the plant or factory pursuant to legal regulations and standardisation norms applicable to the product.

The Supplier, in order to ensure that the terms and conditions under which the supply of goods and products is provided is carried out pursuant to the requirements of Eiffage Energía, may be audited at its own facilities. To this end, the Supplier authorises the personnel of Eiffage Energía, or a collaborating company designated by the latter, to access its facilities and to hand over the documentation required in the scope of the orders of goods and products.

The Supplier shall be periodically evaluated to ensure that the terms and conditions under which same provides the supply of goods and products is carried out pursuant to the requirements of the Quality, Environment, Energy and Health Product management system. To this end, the performance of each supplier is monitored annually in accordance with an analysis of incidents, non-conformities and evaluation by the works and services contract technicians. As a result of this periodic evaluation, the supplier may be removed from our supplier database and, therefore, shall not receive new orders.

## **17. PENALTIES**

- 17.1. In the event that the Supplier fails to comply with its obligations derivative from the contractual relationship, Eiffage Energía may require a Penalty from the Supplier for the amount and in the cases specified below.

### **17.1.1. DUE TO DELAYS**

In the event of delays in the delivery of the Goods and Products due to any grounds not attributable to Eiffage Energía, Eiffage Energía shall be entitled to apply to the Supplier the penalties stipulated in the Particular Conditions.

Failing this, a weekly penalty of 3% of the amount of the Goods and Products whose delivery is delayed shall be applied.

Without prejudice to the foregoing, in the event of delays by the Supplier in the delivery deadlines, any loss or penalty occasioned or incurred by Eiffage Energía against a



third party, as well as any action and/or claim brought against Eiffage Energía by a third party, all as a consequence of said delay, shall be borne by the Supplier.

#### **17.1.2. DUE TO NON-COMPLIANCE WITH REGARD TO THE ENVIRONMENT**

In the event of delays in the delivery of the technical and legal documentation as regards Quality and Environment of the Goods and Products supplied for any grounds not attributable to Eiffage Energía, Eiffage Energía shall be entitled to apply to the Supplier the penalties stipulated in the Particular Conditions.

Failing this, a weekly penalty of 0.5% of the amount of the Goods and Products whose delivery of legal and technical documentation is delayed shall be applied.

In the event of delay in replying to the non-conformity reports (maximum period of seven (7) calendar days) that Eiffage Energía, notifies to the supplier within the scope of application of its Quality, Environment, Energy and Health Product management system, Eiffage Energía shall be entitled to apply to the Supplier the penalties stipulated in the Particular Conditions.

Failing this, a weekly penalty of 0.5% of the amount of the Goods and Products which are affected by non-conformity reports and have not been answered by the supplier within the period specified in the preceding paragraph shall be applied.

- 17.2. The penalties contemplated in the present General Terms and Conditions may be reduced in the Order.

In either event provided that the penalties reach an amount equivalent to 10% of the Price, Eiffage Energía may rescind the Contract in advance.

- 17.3. Eiffage Energía may automatically apply for the collection of penalties the conventional compensation up to the amount concurrent with the credits in favour of the Supplier.

- 17.4. If the damage occasioned to Eiffage Energía as a result of the delay can be quantified and if said damages exceed the amount of the penalties calculated pursuant to the foregoing, Eiffage Energía may require, in addition to the penalties, the payment of the corresponding losses and damages.

- 17.5. In addition to the foregoing, in the event of non-compliance by the Supplier with the delivery deadlines, any loss or penalty occasioned or incurred by Eiffage Energía vis-à-vis a third party, or any claim or action brought against Eiffage by a third party as a result of said delay, shall be borne in its entirety by the Supplier.

- 17.6. Failure to apply one or more penalties does not entail a waiver by Eiffage Energía to apply similar penalties or those arising a posteriori from the same grounds.

Unless otherwise expressly stated in the Order, the payment or application of Penalties for Delay shall not be the sole remedy of Eiffage Energía in relation to non-compliance or failure by the Supplier.



## 18. SUSPENSION, WITHDRAWAL AND RESCISSION

### 18.1. SUSPENSION

Upon prior written notice to the Subcontractor, Eiffage Energía may suspend the execution of the Order in its entirety or any part thereof for such time as is specified in said notification.

If the suspension is due to any reasons beyond Eiffage Energía's control (barring Force Majeure), Eiffage Energía shall not be under any obligation to pay the Supplier the Price of the Goods and Products, nor the costs, fees, charges or any other amount due.

Otherwise, Eiffage Energía shall be under the obligation to pay the Supplier:

- (a) An amount equivalent to the Price of the Goods and Products which had already been satisfactorily delivered at the time of the notification of suspension, pursuant to the terms and conditions of payment agreed in the Order;
- (b) Any other amounts credited by the Supplier and which are directly related to the compliance of the obligation, provided that same are accepted by Eiffage Energía.

Upon the notice of suspension to the Supplier, the Supplier shall suspend the performance of the obligation immediately. Notwithstanding the foregoing, it shall be the Supplier's obligation to protect and store the Goods and Products, mitigating the costs and liabilities of Eiffage Energía for those parts of the obligation which have been suspended.

The Supplier shall be under the obligation to immediately resume all obligations derivative from the Contract upon notification from Eiffage Energía and under the terms and conditions contained in said notification.

The Supplier acknowledges and accepts that the exercise of the right of suspension regulated in the present Clause shall not entitle same to any additional payment or remuneration from Eiffage Energía.

### 18.2. RESCISSION

The Contract may be rescinded on any of the following grounds:

- (a) By mutual agreement of the Parties. In this case, the Parties shall sign a termination agreement that shall regulate the terms and conditions under which said rescission shall take place;
- (b) By unilateral will of Eiffage Energía, by means of written notification to the Supplier with a notice period of TWENTY (20) calendar DAYS, and without the requirement of any justification whatsoever;



(c) Non-compliance by the Supplier of any of the obligations thereof derivative from the Contract (including, but not limited to, non-compliance of delivery deadlines, qualities etc.);

(d) When penalties have been imposed on the Supplier for an amount equivalent to 10% of the Price;

(e) When, due to reasons not attributable to Eiffage Energía the Supplier suspends, paralyses, does not comply with the continuity or due diligence in its execution, even if these events are due to strikes or conflicts which may or may not exceed the scope of the Supplier's company;

(f) Should Eiffage Energía consider that any conduct, act or omission of the Supplier (or of the Subcontractors thereof) may be prejudicial to the interests and/or reputation of Eiffage Energía, or affects any matter regulated in the Ethics and Conduct Code of Eiffage Energía.

Eiffage Energía may rescind the Contract in advance upon the occurrence of any of the abovementioned grounds, without the Supplier being entitled to claim compensation or penalty from Eiffage Energía.

The Supplier must be notified of the rescission in a duly reliable manner. Upon receipt of the notification of rescission issued by Eiffage Energía, the Supplier shall immediately stop all work or activity related to the Order or, failing that, shall follow the instructions provided by Eiffage Energía in said notification of rescission.

In the event of rescission due to the grounds set forth in paragraphs (a) and (b) above, Eiffage Energía shall only be under the obligation to pay the amounts which would have accrued in favour of the Supplier up to the time when the rescission takes place as a result of the work carried out.

In the event that the rescission takes place due to the grounds set out in sections (c) to (f) above, the Supplier shall be under the obligation to pay Eiffage Energía, in addition to the penalties which may be imposed thereon, compensation for the losses and damages occasioned as a result of the Supplier's non-compliance and the early rescission of the Order.

## 19. VALIDITY

Acceptance of an Order automatically entails the acknowledgement and acceptance of the present General Terms and Conditions of Purchase, which form an integral part thereof. Likewise, the total or partial delivery of the Goods and Products by the Supplier entails acceptance of the present document and of the Order placed.

Any exception to any of the clauses of the present General Terms and Conditions shall only be valid if accepted, in writing, by Eiffage Energía. Such exceptions shall only be applicable to the specific Order for which same are expressly accepted and cannot be extended to other past or future Contracts signed by the Parties.





## 20. DATA PROTECTION

The Parties, respectively, are the data controllers that is, are the persons determining the purposes and means of the processing of the personal data of the legal representatives, specified ut supra in the heading of the present Contract, as well as all the professional contact information provided, for the required execution of the present Contract. Likewise, the parties undertake to process said data pursuant to that set forth in Regulation (EU) 2016/679 of 27 April 2016 (which hereinafter shall be referred to as GDPR) and Organic Law 3/2018 of 5 December (which hereinafter shall be referred to as LOPDGDD), for the purposes of compliance of the obligations the subject matter of the present contract and shall be retained provided that there is a mutual interest to maintain the purpose of the processing and whenever the data is no longer required for said purpose, and shall be erased using the appropriate security measures to ensure the pseudonymisation of the data or the complete destruction thereof. The disclosure of data to any third party whatsoever (barring legal obligation to do so) is not contemplated herein. Furthermore, you are hereby herein advised that you may exercise the rights of access, rectification, portability and erasure of your data and those of limitation and opposition to the processing thereof by writing to:

1. **Eiffage Energía** via email when the data collection is carried out electronically at the following email address: [lopd.eie.spain@eiffage.com](mailto:lopd.eie.spain@eiffage.com) or via ordinary mail, when the collection is carried out via analogue means at the following address: Ctra. de Mahora, Km 3,200, 02006 – Albacete.
2. **Supplier:** The Supplier's registered office is established as the address for the purposes of notifications for the exercise of these rights via ordinary mail. Likewise, other means of communication may be implemented in the Particular Conditions of the Contract/Order.

With regard to the data furnished by Eiffage Energía which the Supplier requires for the effective provision of the services that are the subject matter of the present Contract, the latter shall be considered as a Data Sub Processor and undertakes to process such data, as per the instructions given by Eiffage Energía at any given moment and pursuant to that set forth in the applicable regulations on protection of personal data. In particular, the Supplier undertakes not to carry out any other processing of personal data, nor to apply or use the data for any purpose other than the provision of the services the subject matter of the present Contract.

Pursuant to the prevailing regulations applicable herein, the parties enter into the corresponding sub processor contract, which shall include the obligations of the parties in that regard and which is enclosed hereto as Annex III to the present Contract.

## 21. COMPLIANCE

The Supplier represents and warrants:

- That it is specifically familiar with and undertakes to act, as per its relationships with Eiffage Energía, pursuant to that set forth in:
  - The Ten (10) Principles of the United Nations Global Compact on human rights, labour, environment and anti-corruption to which Eiffage Energía is ascribed to.



- The Ethics and Conduct Code and Prevention of Criminal Risks Code published on the Eiffage Energía website <https://www.energia.eiffage.es/codigo-etico-y-de-conducta-pdf/>.
- Annex II of the present General Terms and Conditions.
- That, if it becomes aware of a breach thereof by Eiffage Energía, the Supplier is under the obligation to notify the Compliance Committee of Eiffage Energía as regards the breach through its ethics channel via the email address [canaletico.eie.spain@eiffage.com](mailto:canaletico.eie.spain@eiffage.com).
- Eiffage Energía may carry out howeversomany audits as the Supplier deems appropriate in order to verify compliance with that set forth in the present Clause provided that the latter is given at least FIFTEEN (15) days' prior written notice.

Failure by the Supplier to comply with any of the above obligations shall entitle Eiffage Energía to rescind the contract.

The Supplier shall be liable for all losses damages occasioned to Eiffage Energía as a result of the non-compliance to which reference is made in the preceding paragraph.

## 22. CONFIDENTIALITY

The content of the present General Terms and Conditions and all Annexes enclosed hereto, the Order (where applicable), as well as all the information related to any element related to the compliance of the obligation, clients, suppliers, work methodology, technical documentation, projects, know-how, or any other aspect or matter of the business activity that one party ("**Issuing Party**") has notified to the other party ("**Recipient Party**") by any means, or to which the other party has had access, shall be considered as "**Confidential Information**".

Confidential Information shall not be deemed to fall within Confidential Information:

- a) If it is in the public domain at the date of signature of the present Contract;
- b) Becomes public knowledge following the signature of the present Contract reasons not attributable to the Party.
- c) Is made available by a third party not bound by any confidentiality undertaking; or.
- d) Is required to be disclosed by law or court order.

Each Party undertakes that none of its employees, consultants, affiliates or subcontractors shall disclose or reveal the Confidential Information of the Recipient Party, both during and after the term of the present Contract, except with the prior express written consent of the Recipient Party and as may be necessary for the purposes of the present Contract.

Each Party undertakes to:

- a) Protect the Confidential Information in a reasonable and appropriate manner, or pursuant to applicable professional standards;



- b) Keep confidential all Confidential Information obtained by each Party in the performance and execution of the present General Terms and Conditions and the corresponding Order, using the utmost diligence and care to protect the Confidential Information;
- c) Use the Confidential Information solely for the execution of the obligations derivative from the present General Terms and Conditions and the corresponding Order;
- d) Reproduce the Confidential Information only to the extent necessary for the execution of the Parties' obligations under the present General Terms and Conditions;
- e) Limit, to the extent practicable, the number of persons having access to the Confidential Information, each Party being responsible for ensuring that those persons having access to the Confidential Information maintain the required secrecy;

Upon extinguishment and rescission of the Contract on any grounds whatsoever or upon the written request of Eiffage Energía during the term of the contract, the Supplier shall immediately deliver to Eiffage Energía, at the latter's registered address, all Confidential Information which, if any, was in its possession or in the possession of the subcontractors thereof, or alternatively certify to Eiffage Energía the destruction thereof.

The Supplier may not publish articles, photographs or advertisements relating to or to which it has access thereto as a result of any work it carries out owing to its contractual relationship with Eiffage Energía, nor post posters advertising the works, without the prior written approval of Eiffage Energía.

For the use of trademarks, logos or other distinctive signs of Eiffage Energía, the Supplier shall be under the obligation to obtain prior written authorisation. In the event that said authorisation is granted, the Supplier undertakes to use same for the sole purpose of compliance with the present General Terms and Conditions and, where applicable, with the Order signed, complying with all the instructions and rules as regards said use that are notified by Eiffage Energía.

The Supplier shall be liable vis-à-vis Eiffage Energía, and any third party for any damages which may derive for one or the other by reason of the non-compliance of the aforementioned undertakings and shall compensate Eiffage Energía for any compensation, penalties or claims that the latter may be required to pay as a consequence of said non-compliance.

This confidentiality obligations shall survive for TEN (10) YEARS following the date of completion of the corresponding Order.

## **23. INTELLECTUAL AND INDUSTRIAL PROPERTY**

All industrial and/or intellectual property rights on developments, designs, applications, drawings and any other type of information and/or documentation, which are required for the execution of the Contract which have been effectively developed by the Supplier, shall correspond to the Supplier, with Eiffage Energía possessing an authorisation or licence for the use, maintenance, repair, modification or improvement thereof, which is granted as a perpetual, irrevocable, non-exclusive, *royalty*-free payments and third-party transferable right. Notwithstanding the foregoing, the drawings, technical specifications and designs of



the project which are the subject matter of the Contract shall be the property of Eiffage Energía and Eiffage Energía may reproduce same without any limitations whatsoever.

Notwithstanding the foregoing, the developments, designs, applications, drawings and any other type of information and/or documentation developed by Eiffage Energía in relation to the Contract shall be the property thereof.

In the event that any part of the Goods and Products and/or of the Additional Services entails the industrial and/or intellectual property of any third party, the Supplier undertakes to obtain, in favour of Eiffage Energía and at no additional cost, an authorisation or licence for use, which is perpetual, irrevocable, non-exclusive, *royalty*-free and transferable to any third party.

## 24. APPLICABLE LAW AND JURISDICTION

24.1. Unless otherwise stated in the Order, the Order shall be governed by the legislation in force in the Kingdom of Spain.

24.2. For any litigious matters which may arise as a consequence of the compliance or non-compliance of the present General Terms and Conditions, as well as any dispute, discrepancy, issue or claim arising or which may arise by virtue of the interpretation or execution of the Orders or related directly or indirectly thereto, the Parties, waiving any jurisdiction to which they may be entitled to, exclusively submit to the jurisdiction of the Courts and Tribunals of Albacete capital.

## 25. EQUALITY

Eiffage Energía is committed to equal opportunities and equal treatment for men and women in the company. At Eiffage Energía, equal opportunities which are an integral part of solid projects, that provide attractive opportunities for professional development and foster an effective policy for managing the talents of men and women in all its lines of business.

To ensure said equality and non-discrimination between men and women, Eiffage Energía collaborates with various social non-governmental organisations and has the III Equality Plan, published on 16 January 2020 in the Collective Enterprise Bargaining Agreements Register, which is applicable to all Eiffage Energía personnel.

*“We believe that equality is one of the core values of our culture and we are firmly committed to same”*, which is why Suppliers are required to comply with the principles set forth in Organic Law 3/2007, of 22 March, on effective equality of men and women.

Therefore, the Supplier undertakes to strictly comply with the criteria and principles laid down in the aforementioned Organic Law 3/2007, in the compliance of its obligations.

The Eiffage Energía's Equality Policy can be consulted at the following link:  
<http://www.energia.eiffage.es/plan-de-igualdad/>



**SUPPLIER APPROVAL:**

Corporate name of the undertaking:		TAX ID (N.I.F.) NO.:
Name of the legal representative:		National Identity Card (D.N.I.) No.
Date:	Signature of the representative and company stamp:	

*Each page of the present document must be signed and stamped.*



**ANNEX I**

**QUALITY AND ENVIRONMENTAL DOCUMENTARY REQUIREMENTS FOR  
SUPPLIERS OF GOODS AND/OR PRODUCTS**



CONTRACTED GOODS/SERVICES		DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
WASTE MANAGER AND/OR WASTE CARRIER	HAZARDOUS	<ul style="list-style-type: none"> <li>• Authorisation of the Autonomous Community for Hazardous Waste Management and NIMA</li> <li>• Authorisation of the Autonomous Community for the Transport of Hazardous Waste and NIMA.</li> <li>• Waste Treatment Contract (1 document per waste or 1 document containing all the EWLs of waste to be treated).</li> <li>• Waste shipment notification issued by an authorised waste manager.</li> <li>• Environmental Identification Document or DCS of the disposals carried out at Eiffage Energía works, stamped by the Manager (1 document per disposal)</li> </ul>	Ensure that the authorisation for the waste management which the supplier/subcontractor shall manage in the Autonomous Community where the work or service is being carried out, has been obtained.
	NON-HAZARDOUS	<ul style="list-style-type: none"> <li>• Authorisation of the Autonomous Community for the management and transport of Non-Hazardous Waste/NIMA</li> <li>• Authorisation of the Autonomous Community and NIMA of the authorised landfill, where applicable.</li> <li>• Waste Treatment Contract (1 contract per waste or 1 contract containing all the EWLs of waste to be treated).</li> <li>• Waste shipment notification issued by an authorised waste manager (only for non-hazardous waste intended for disposal (operation D), or mixed municipal waste, EWL code 20 03 01).</li> <li>• Where appropriate, evidence of delivery to Local Bodies or public collection systems (e.g., Deixellerias in Catalonia)</li> <li>• Identification documents (1 document/waste) and delivery notes to the authorised waste manager or landfill, for each disposal.</li> </ul>	<p>Refer to the lists of the Competent Body of the Autonomous Community.</p> <p>The landfill sites must be authorised by the Autonomous Community or Local Authority where the work or service is being carried out.</p> <p>Ensure that the authorisation for the waste management which are to be undertaken by the Autonomous Community where the work or service is being carried out, has been obtained.</p>
WASTE MANAGEMENT BY THE SUPPLIER / CONTRACTOR BY THIRD PARTIES  (EG: maintenance workshops for own vehicles and machinery, subcontractors of civil works or installations...)	HAZARDOUS	<ul style="list-style-type: none"> <li>• Registration of the Supplier in the Register of Producers / Small Producers of Hazardous Waste / NIMA.</li> <li>• Copy of contract between supplier and authorised hazardous waste manager (1 document/waste or 1 document containing all the EWLs of waste to be treated).</li> <li>• Copy of the Contract / Acceptance Document between the supplier and its authorised hazardous waste manager.</li> <li>• Authorisation from the Autonomous Community for Hazardous Waste Management to the manager / carrier contracted by the subcontractor. Valid for five years (Renewable by the Environmental Authority).</li> <li>• Copy of the Identification Document or environmental DCS of the disposals undertaken in the works taken out under contract by Eiffage Energía.</li> </ul>	Ensure that the authorisation for the waste management which are to be undertaken by the Autonomous Community where the work or service is being carried out, has been obtained.
	NON-HAZARDOUS	<ul style="list-style-type: none"> <li>• Registration of the Supplier in the Register of Producers / NIMA.</li> <li>• Copy of contract between the supplier and authorised non-hazardous waste manager (1 document/waste or 1 document containing all the EWLs of waste to be treated).</li> <li>• Authorisation from the Autonomous Community for the management and transport of non-hazardous waste.</li> <li>• Where applicable, authorisation for dumping at a Clean Point from an authorised waste manager or carrier.</li> <li>• Where applicable, copy of delivery note in relation to the delivery of inert waste (e.g., from civil works) to authorised landfill.</li> <li>• Where applicable, evidence of delivery to Local Authorities or public collection systems (e.g., Deixellerias in Catalonia)</li> <li>• Waste shipment notification issued by an authorised waste manager (only for non-hazardous waste intended for disposal (operation D), or mixed municipal waste, EWL code 20 03 01).</li> <li>• Identification documents (1 document/disposal) and delivery receipts in relation to delivery to the authorised waste manager or landfill.</li> </ul>	Ensure that the authorisation for the waste management which are to be undertaken by the Autonomous Community where the work or service is being carried out, has been obtained.
PURCHASE OF HAZARDOUS MATERIALS / SUBSTANCES		<ul style="list-style-type: none"> <li>• Copy of the ADR Authorisation (transport of dangerous goods by road) for the supplier's vehicle and driver.</li> <li>• Transport document.</li> <li>• Material safety data sheet of the products supplied.</li> </ul>	
PURCHASE OF VEHICLES / INDUSTRIAL VEHICLES / TRUCKS		<ul style="list-style-type: none"> <li>• Technical specifications of the vehicle / truck specifying compliance with emissions regulations.</li> </ul>	Ensure that the vehicles purchased comply with the vehicle emissions regulations in force upon the signing of the contract.



CONTRACTED GOODS/SERVICES	DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
VEHICLES AND MACHINERY RENTING / LEASING	<ul style="list-style-type: none"> <li>• Technical specifications of the vehicle / truck specifying compliance with emissions regulations.</li> <li>• Provision of a list of authorised workshops for vehicle maintenance, which must comply with hazardous waste management regulations.</li> </ul>	<p>Ensure that the leasing/renting vehicles comply with the vehicle emissions regulations in force upon signing of the contract.</p> <p>Ensure that workshops used for the maintenance of leased/renting vehicles comply with hazardous waste management regulations</p>
UNDERTAKING OF HYDRAULIC TESTS OR WASHING (WASTEWATER DISCHARGE)	<ul style="list-style-type: none"> <li>• Municipal discharge connection licence, for discharges into the municipal sewage system.</li> <li>• Discharge authorisation from the Hydrographic Confederation, for discharges into a public watercourse.</li> <li>• Documentation requested for the "Waste Management by the Supplier / Contractor by third parties" section.</li> </ul>	<p>Ensure that the authorisation for the waste management which are to be undertaken by the Autonomous Community where the work or service is being carried out, has been obtained.</p>
INSTALLATION OF TOILETS ON SITE OR REMOVAL OF SLUDGE FROM SEPTIC TANKS	<ul style="list-style-type: none"> <li>• Authorisation for the management of sludge from septic tanks or portable sanitary toilets by the Autonomous Community where the work is being carried out.</li> <li>• Copy of the delivery notes of entry into the management facility of the sludge removed (WWTP or authorised management company).</li> <li>• In the case of management by an authorised waste management company, a copy of their authorisation from the authorised waste manager</li> </ul>	<p>Ensure that the authorisation for the waste management which are to be undertaken by the Autonomous Community where the work or service is being carried out, has been obtained.</p>
HYGIENIC SANITARY MAINTENANCE FOR THE PREVENTION OF LEGIONELLOSIS (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Registration in the Register of Installation and Maintenance Companies authorised by the Autonomous Community.</li> <li>• Training approved by the Ministry of Health of the operators who carry out the service.</li> <li>• Hygiene and sanitary maintenance reports of the contracted installations according to the regulatory periodicity.</li> </ul>	<p>Autonomous Community where the company's head office is located</p>
REGULATORY MAINTENANCE OF HIGH VOLTAGE INSTALLATIONS (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Authorisation for High Voltage Installation and Maintenance Company.</li> <li>• Maintenance reports for the contracted fire protection installations according to statutory periodicity.</li> </ul>	<p>Autonomous Community where the company's head office is located</p>
REGULATORY MAINTENANCE OF FIRE EXTINGUISHING SYSTEMS (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Authorisation as a Fire Protection Equipment Installation / Maintenance Company.</li> <li>• Maintenance reports for the contracted fire protection installations according to statutory periodicity.</li> </ul>	<p>Autonomous Community where the company's head office is located</p>
CLIMATE CONTROL EQUIPMENT MAINTENANCE (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Authorisation as a Thermal Installations Installers and Maintainers Company.</li> <li>• Authorisation as Refrigeration Installations Installers and Maintainers Company.</li> <li>• Authorisation for the handling of fluorinated greenhouse gases for both the contracted company and the personnel who shall be dedicated to the work or service contracted by Eiffage Energía.</li> <li>• Maintenance reports for the contracted thermal installations according to statutory periodicity.</li> </ul>	<p>Autonomous Community where the company's head office is located</p>
LIFTING EQUIPMENT MAINTENANCE (LIFTS, OVERHEAD CRANES ETC.) (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Authorisation as a Lifting Equipment Installers and Maintainers Company</li> <li>• Maintenance reports for the contracted lifting equipment according to statutory periodicity.</li> </ul>	<p>Autonomous Community where the company's head office is located</p>
PURCHASE OF MACHINERY AND EQUIPMENT (INCLUDING MEASURING EQUIPMENT)	<ul style="list-style-type: none"> <li>• Certificates of Conformity (CE marking certificate)</li> <li>• Use and operating instructions Manual.</li> <li>• Equipment Calibration certificates record (recommended in ENAC accredited laboratory and/or international standards) (*)</li> </ul>	<p>(*) For measuring equipment, if not purchased from the manufacturer with the calibration certificate, forward to the quality and environment department for internal or external calibration as appropriate, prior to delivery to the works/service department.</p>





CONTRACTED GOODS/SERVICES	DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
<b>LEASING OF MACHINERY AND EQUIPMENT</b>  (including the contracting of companies for the leasing of equipment or the carrying out of electrical, topographical, mechanical tests and measurements etc.)	<ul style="list-style-type: none"> <li>Copies of the Equipment and Machinery Maintenance Records.</li> <li>Technical Inspection of Vehicles (TIV) and certificates of conformity (CE marking certificate) where applicable.</li> <li>Maintenance waste management documentation [See corresponding section], where applicable.</li> <li>Copies of the Measuring Equipment Calibration Records (recommended in ENAC-accredited laboratories) (*)</li> </ul>	(*) Current calibration for a maximum period of 3 years prior to the date of leasing or contracting of tests
<b>CONCRETE SUPPLY</b>  (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company)	<ul style="list-style-type: none"> <li>Certificate of conformity (CE marking) of the following concrete components:               <ul style="list-style-type: none"> <li>Aggregate (both coarse and fine)</li> <li>Cement</li> <li>Additive</li> </ul> </li> <li>Delivery certificate of the concrete on site.</li> <li>Accreditation of compliance with the On-site Concrete Production Control as per RD 163/2019, by means of one of the following documents:               <ul style="list-style-type: none"> <li><b>Certificate of inspection by Authorised Control Body</b> to the concrete plant (<b>mandatory from 1 April 2021</b>, unless the plant has an accredited quality seal or mark)</li> <li>If it has a recognised quality label or accredited mark, <b>a copy of the valid certificate of the quality label (*)</b></li> </ul> </li> <li>Dosage certificates for the type(s) of concrete to be supplied</li> <li>Preliminary tests of the type(s) of concrete to be supplied according to the dosage certificate</li> </ul>	(*)  - Certificate of the <b>UNE-EN ISO 9001</b> Quality Management System, issued by a <a href="#">certification body accredited by ENAC</a> which includes the manufacturing plant from which the concrete is supplied  - Officially recognised quality marks (DOR) by the <a href="#">Ministry of Public Works</a> : <ul style="list-style-type: none"> <li><a href="#">AENOR N Mark for concrete</a></li> <li><a href="#">A+ LGAI Mark for concrete</a></li> <li><a href="#">AW Mark or concrete</a></li> <li><a href="#">BVC Mark for concrete</a></li> </ul>
<b>HOT BITUMINOUS MIXTURE (HBM) SUPPLY</b>  (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company)	<ul style="list-style-type: none"> <li>Certificate of conformity (CE marking) of the hot bituminous mixture (HBC).</li> <li>Delivery note of the bituminous mixture on site.</li> </ul>	
<b>WATER SUPPLY</b>  (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company)	<ul style="list-style-type: none"> <li>Authorisation from the owner (town hall, irrigation community, etc.) of the water supply point. For local councils, application by means of a water supply notice.</li> <li>Authorisation, where applicable, from the Hydrographic Confederation or Water Agency corresponding to the water supply point.</li> </ul>	
<b>MATERIALS TESTING LABORATORIES</b>	<ul style="list-style-type: none"> <li>Authorisation from the Autonomous Community as a test laboratory for the quality control of building construction based on the requirements prescribed in Royal Decree 410/2010.</li> <li>Where applicable, ENAC accreditation as a test laboratory.</li> <li>Furnishing of materials test reports prior to the execution of the work units where the tested materials are used.</li> </ul>	Ensure that the authorisation for the materials tests to be carried out in the work or service, has been obtained.
<b>CALIBRATION LABORATORIES</b>	<ul style="list-style-type: none"> <li>ENAC Accreditation as a UNE EN ISO 17025 calibration laboratory (**)</li> <li>Calibrations with traceability to ENAC and/or ILAC international accredited standards (copy of the calibration certificates of the standards used in the calibration).</li> </ul>	(**) There are accredited test laboratories in one or several areas accredited by ENAC. If the area in which the calibration is required is not accredited by ENAC, calibrations with traceability to standards calibrated in ENAC laboratories would be requested.
<b>ELECTRICAL CABLE TESTING LABORATORY</b>	<ul style="list-style-type: none"> <li>Authorisation from the Electricity Company to carry out underground low and high voltage cable testing.</li> <li>Calibrations of equipment with traceability to ENAC and/or ILAC international accredited standards.</li> </ul>	



CONTRACTED GOODS/SERVICES	DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
AUTHORISED CONTROL BODIES	<ul style="list-style-type: none"> <li>• Authorisation from the Autonomous Community as an Authorised Control Body.</li> <li>• Certificate from ENAC as an inspection body.</li> </ul>	<p>Ensure that the authorisation for the work units to be inspected in the work or service, has been obtained.</p> <p>R.D. 2200/1995, of 28 December, whereby approving the Regulation of Infrastructure for Industrial Quality and Safety</p>
MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING EQUIPMENT AND DEVICES FOR LOW VOLTAGE ELECTRICAL INSTALLATIONS	<ul style="list-style-type: none"> <li>• Supplied with the equipment, materials and/or devices specified in the orders sent by Eiffage Energia shall be documentary evidence of compliance with ITC-BT-02 Reference Standards in the Low Voltage Electrotechnical Regulations of Royal Decree 842/2002, of 2 August, whereby approving the Low Voltage Electrotechnical Regulations, including any amendments which have subsequently been made to said ITC.</li> </ul>	
MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING EQUIPMENT AND DEVICES FOR HIGH VOLTAGE ELECTRICAL INSTALLATIONS	<ul style="list-style-type: none"> <li>• Supplied with the equipment, materials and/or devices specified in the orders sent by Eiffage Energia shall be documentary evidence of compliance with ITC-LAT 02 Standards and technical specifications of mandatory compliance with Royal Decree 223/2008, of 15 February, whereby approving the Regulation on technical conditions and safety guarantees of high voltage electrical lines and its complementary technical instructions ITC-LAT 01 to 09 including the amendments which have subsequently been made to said ITC.</li> <li>• Supplied with the equipment, materials and/or devices specified in the orders sent by Eiffage Energia shall be documentary evidence of compliance with ITC-RAT 02 Standards and technical specifications of mandatory compliance with Royal Decree 337/2014, of 9 May, approving the Regulation on technical conditions and safety guarantees of high-voltage electrical installations and its Complementary Technical Instructions ITC-RAT 01 to 23 including the amendments which have subsequently been made to said ITC.</li> </ul>	
MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING CONSTRUCTION PRODUCTS SUBJECT TO CE MARKING	<ul style="list-style-type: none"> <li>• Supplied with the materials specified in the orders sent by Eiffage Energia shall be the declaration of performance and CE marking (certificate of conformity of the plant production control) of the product in compliance with the standards harmonised with Directive 89/106/EEC on Construction Products and Regulation (EU) No. 305/2011, on construction products</li> </ul>	
SUBCONTRACTORS THAT CARRY OUT MEASUREMENTS USING EQUIPMENT OR DEVICES SUBJECT TO CALIBRATION (***)	<ul style="list-style-type: none"> <li>• Supplied shall be a copy of the calibrations of the equipment and devices used carried out by an ENAC accredited calibration laboratory or a laboratory with traceable standards with ENAC accreditation. Internal verifications carried out by the company shall be accepted provided that these are carried out in relation to standards calibrated in an ENAC accredited calibration laboratory or a laboratory with traceable standards with ENAC accreditation.</li> </ul>	<p>(***) The period between calibrations or internal verifications shall not exceed THREE years from the date of acquisition of the equipment or devices with calibration certificate by the manufacturer, external laboratory or internal verification.</p>



**ANNEX II****COMPLIANCE****1. ETHICAL AND CONDUCT COMMITMENTS**

By virtue of that set forth in the present General Terms and Conditions, the Supplier hereby undertakes to:

- Comply with all applicable legislation and/or regulations at state, regional, provincial or local level, pursuant to the territorial scope of the provision of the activity.
- Reject any conduct, practice or form of corruption, stating that there is awareness and an internal policy of zero tolerance with this type of practice and expressly prohibits any action of this nature.
- Comply with anti-corruption and Prevention of Money Laundering and Terrorist Financing regulations.
- Be up to date with the payment of its tax and labour obligations.
- Comply with regulations on occupational health, safety and hygiene, expressly undertaking to have mechanisms in place to prevent any situation of physical or psychological harassment, aggression or any other situation of harassment which may entail the violation of human rights.
- Maintain a working environment which respects the dignity of all people and prevents any type of conduct that violates the fundamental rights protected by the Spanish Constitution and the general legal system.
- Comply with the requirements prescribed by means of regulations, covenants, agreements or individual contracts in relation to salary obligations, working hours, rest periods, freedom of access and termination of the employment relationship at the worker's request, the right to freedom of association, as well as any other right which protects workers.
- The non-use of child labour in any activity related to the subject matter from which it derives its status as a subcontractor, being expressly committed to compliance with the regulations laid down by the International Labour Organisation in this regard.
- Respect for the environment in the undertaking of the activity rendered.
- Verification that the services the subject matter of the rendered activity comply with the quality and safety criteria required by law, as well as with the standards requested by Eiffage Energía.
- In order to comply with the activities which are the subject matter of the assumed rendering, the Supplier may not make use of fraudulent, irregular, illicit means, or means which may entail a sanction for itself, or in a joint or subsidiary manner, as regards the client.
- Advise Eiffage Energía of any economic or other relationship which could entail a conflict of interest with clients, adopting the necessary measures to preclude interfering in the relationship with the client.
- Prohibit the acceptance by employees of any kind of personal benefit, gifts, invitations, favours or other compensation from clients. Attendance at social events, invitations to professional lunches, seminars and other types of training activities, which have been previously authorised by the head of department, shall not be considered a personal benefit. Likewise, the receipt or offer of any kind of remuneration or financing from or to clients is prohibited, as well as, in general, the acceptance or offer of any kind of external remuneration for services derivative from the employee's own activity.



- Prohibit the provision, promise or offer of any kind of payment, commission, gift or remuneration to any authorities, public officials or employees or managers of companies or public bodies, both in Spain and abroad.
- In the event that the provision of the activity carried out by the Supplier, with the prior agreement of Eiffage Energía, is undertaken through other subcontractors, the latter shall be under the obligation to comply with the present commitments or undertakings, for which purpose the Supplier must carry out the necessary actions to forward and advise the subcontractor of the content thereof and, where necessary, obtain the signature of the present ANNEX containing the present commitments and/or undertakings.
- Not to carry out or consent to the carrying out by persons under their management, supervision, monitoring and control, or for their own or the Supplier's direct or indirect benefit, of any of the offences for which legal persons may be liable pursuant to prevailing or future Spanish criminal law.
- Comply with its obligation to supervise, monitor and control its employees, managers or subordinates, implementing within its organisation its own criminal risk prevention model or adopt internal controls to prevent, identify and preclude the commission within its organisation of any of the offences which meet all the requirements of Spanish criminal law in order to exonerate the legal person from criminal liability.

## 2. ANTI-CORRUPTION

The Supplier represents and warrants to Eiffage Energía that:

1. It is neither a Governmental Authority nor an instrument of a government.
2. None of the directors, owners, officers, executives, directors or agents of the Subcontractor is a Public Official.
3. No Public Official is associated with or owns any equity shareholdings, either directly or indirectly, in the Supplier, or has any legal or beneficial interest in the proposed relationship contemplated in the present General Terms and Conditions.
4. Neither the Supplier nor any of its affiliates, directors, employees, independent contractors, representatives and agents (each an "Associated Person") (i) is a person whose name is listed on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control of the US Department of the Treasury nor is not subject to economic sanctions imposed by the United States, is not subject to financial sanctions or embargoes under the European Union's Common Foreign and Security and Trade Sanctions Policy, and does not appear on any of the United Nations Security Council Sanctions Lists (any subject included therein shall be referred to as a "Blocked Person"), (ii) is owned by the government of a country subject to economic sanctions imposed by the United States, the European Union or the United Nations, including but not limited to, Cuba, Iran, North Korea, North Sudan and Syria (a "Restricted Country"), nor (iii) is a department, agency or body of, or controlled by anyone acting on behalf, albeit directly or indirectly, of a Blocked Person or Restricted Country.



5. In relation to its activities with or on behalf of a CONTRACTOR, it is not and shall not undertake, directly or indirectly, any business relationship or dealings with a Blocked Person or Restricted Country.



### ANNEX III

#### DATA SUB PROCESSOR CONTRACT

#### PERSONAL DATA SUB PROCESSOR CONTRACT SIGNED BETWEEN EIFFAGE ENERGIA, S.L.U. AND [...]

In Madrid, as [...] [...] [...] (date, month, year)

#### BY AND BETWEEN

**On the one hand**, Mr. [...], of legal age, and holder of National Identity Card (DNI) number [...], for and on behalf of **EIFFAGE ENERGIA, S.L.U.**, holder of Tax Identification (N.I.F.) number B02272490 and registered address at Carretera de Mahora, Km. 3.200, 02006 – Albacete (which hereinafter shall be referred to as “**EIFFAGE**” or the “**Data Processor**”).

**And on the other**, Mr./Mrs. [...], of legal age, and holder of National Identity Card (DNI) number [...], for and on behalf of the trading company [...], holder of Tax Identification (N.I.F.) number [...], and registered address at [...] (which hereinafter shall be referred to as “[...]” or the “**Data Sub Processor**”).

Both parties (which hereinafter shall be jointly referred to as the “**Parties**” and individually as a “**Party**”) recognise the sufficient legal standing to sign the present DATA SUB PROCESSING CONTRACT (which hereinafter shall be referred to as “**DSPC**” or the “**Contract**”) and, to that end,

#### RECITALS

- I. Whereas the Data Processor renders to [Eiffage, S.L. client name] (which hereinafter shall be referred to as the “**Data Controller**”), [specify a summary of the purpose and scope of the work] (which hereinafter shall be referred as the “**Services**”), for which the processing of personal data is required.
- II. Whereas the Data Processor and Data Controller have, accordingly, signed the corresponding Data Processor Contract (which hereinafter shall be referred to as “**DPC**”), pursuant to that set forth in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and freedom of movement of such data (which hereinafter shall be referred to as “**GDPR**”).
- III. Whereas the Data Processor and Data Controller have agreed that the Data Processor, with prior authorisation, may subcontract the Services.
- IV. Whereas the Data Processor has subcontracted the provision of the Services to the Data Sub Processor.



- V. Whereas, both Parties mutually recognise one another's each other's sufficient legal standing to enter into contracts and to be bound thereto, and, in particular, to enter into the present DSPC, and to undertake same pursuant to the following,

## CLAUSES

### **1. SUBJECT MATTER**

The purpose of the present DSPC is as follows:

- 1.1. To authorise and enable the Sub Data Processor to treat the personal data necessary to render the Services on behalf of the Data Processor.
- 1.2. To establish the duty of confidentiality that, by reason of the provision of the Services, the Sub Data Processor must maintain with regard to the personal data to which same has access.
- 1.3. To regulate the relationship between the Data Sub Processor and the Data Processor under the terms required by the GDPR and by Organic Law 3/2018, of 5 December, Protection of Personal Data and Guarantee of Digital Rights (which hereinafter shall be referred to as "**LOPDGDD**").

In the event that any other different or complementary regulations (whether sectorial or not) are applicable to the Data Processor which affect the provision of the Services and that entail compliance by the Sub Data processor with obligations different, complementary or additional to those mentioned in this DSPC, the Data Processor shall notify the Sub Data Processor in writing in respect thereof, and the latter shall not otherwise be held liable for its own or the Data Processor's non-compliance with said regulations.

Any processing of personal data extraneous to the Services, unless otherwise agreed in writing by the Parties, is expressly excluded from the purpose of the Services.

In the event that, at the Parties' discretion, a change in the regulations (in particular those in relation to the protection of personal data), in the interpretation thereof or in the instructions of the Data Controllers or the Data Processor has a bearing on, but does not prevent, the provision of the Services, the Parties shall in good faith agree on the new terms and conditions for the provision of the Services.

### **2. IDENTIFICATION OF THE INFORMATION CONCERNED**

For the provision of the Services and the performance of the obligations the subject matter of this Contract, the Data Processor makes available to the Sub Data Processor the information specified below: [name and surnames, National Identity Card (DNI) number, postal address, telephone/mobile number, email address] of the Data Controller.

### **3. OBLIGATIONS OF THE DATA SUB PROCESSOR**

Without prejudice to any other obligations set forth in the present Contract, the Data Sub Processor undertakes to provide the Services to the Data Controller as defined in this DSPC, pursuant to the terms and conditions set forth herein, following at any given moment the instructions received from the Data Processor, which in turn shall comply with that set forth in the GDPR and the LOPDGDDD, as well as with the instructions of the Data Controllers included in the DPC.



The Data Sub Processor hereby undertakes and is bound herein, pursuant to the present DSPC, to:

- 3.1. Only treat the personal data subject to this Contract in compliance with the principles required by data protection legislation, solely and exclusively, as per the specific instructions received from the Data Processor pursuant to the present DSPC, nor applying or using said data for purposes other than those that the Parties may agree in writing or for its own purposes.
- 3.2. The non-assignment of data to any third party whatsoever, unless with the express authorisation of the Data Processor, in the cases admissible in law.

If the Data Sub Processor must assign personal data to a third country or to an international organisation, by virtue of the law of the Union or of the Member States which is applicable thereto, shall notify the Data Processor of legal requirement in advance, unless said Law prohibits same due to reasons of substantial public interest.

- 3.3. Keep, in writing, a record of all the categories of processing activities carried out on behalf of the Data Processor, which includes:

- 3.3.1. The name and contact information of the Data Sub Processor and that of the data processor for which same acts on his/her behalf and, where appropriate, that of the representative of the data processor and that of the data protection officer.

- 3.3.2. The processing categories carried out on behalf of the data processor.

- 3.3.3. Where applicable, the assignment of personal data to a third country or international organisation, including the identification of said third country or international organisation and, in the event of the assignments set forth in Article 49(1) (ii) of GDPR, the documentation of appropriate safeguards.

- 3.3.4. A general description of the technical and organisational security measures related to:

- a) The pseudonymisation and encryption of personal data.
- b) The ability to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services.
- c) The ability to restore availability and access to personal data in a timely manner, in the event of a physical or technical incident.
- d) The process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the security of processing.

- 3.4. None of the services which are part of the subject matter of this contract which entail the processing of personal data, except the auxiliary services necessary for the normal functioning of the services of the Data Sub Processor shall be subcontracted.

If it were necessary to subcontract any processing, this fact must be notified beforehand and in writing in advance to the data processor, specifying the





processing which are intended to be subcontracted and clearly and unequivocally identifying the subcontractor company and contact information thereof.

The subcontractor, who shall likewise have the status of Data Sub Processor, is similarly under the obligation to comply with the obligations stipulated herein for the Data Sub Processor and the instructions handed down by the data processor. It shall correspond to the initial Data Sub Processor to regulate the new relationship so that the new Data Sub Processor is subject to the same terms and conditions (instructions, obligations, security measures ...) and with the same formal requirements therein as the data processor in relation to the appropriate processing of data personal rights and the guarantee of the rights of the data subjects concerned. In the event of non-compliance by the new Data Sub Processor, the Data Sub Processor shall remain to be held fully accountable to the company insofar as compliance with the obligations is concerned.

- 3.5. Maintain the duty of secrecy as regards the personal data to which access has been authorised pursuant to the present Contract, including following the conclusion of the purpose thereof.
- 3.6. Ensure that the persons authorised to process personal data hereby expressly undertake and in writing, to comply with the confidentiality and the corresponding security measures, of which same must be advised accordingly and make available to the Data Processor the documentation accrediting compliance with said obligation.
- 3.7. Ensure the required training as regards protection of personal data of the persons authorised to process personal data.
- 3.8. Assist the Data Processor and Data Controller in the response to the exercise of the rights of:
  - Access, rectification, erasure and opposition.
  - Limitation of processing.
  - Data portability.
  - Not to be the subject of automated individualised decisions (including the drawing up of profiles).

When the data subjects concerned exercise the rights of access, rectification, erasure and opposition, limitation of processing, data portability and are no longer the subject of automated individualised decisions, before the Data Sub Processor, this fact must be notified via email to the Data Controller with a copy to the Data Processor. The notification must be made immediately and under no circumstances whatsoever later than the working day following the receipt of the request, together with, where appropriate, any other information which may be pertinent to resolve the request.

### 3.9. Right to information

It shall correspond to the Data Controller and Data Processor to facilitate the right to information upon compilation of the data.



### 3.10. Notification of data security breaches

The Data Sub Processor shall notify the Data Controller and the Data Processor, without undue delay, and in either event not later than 24 hours, the personal data security breaches under his/her supervision of which he/she has knowledge of, together with all the pertinent information for the documentation and notification of the incident.

Whenever available, at least the following information shall be furnished:

- a) Description of the nature of the personal data security breach, including, whenever possible, the categories and the approximate number of data subjects concerned, and the categories and the approximate number of personal data records in question.
- b) The name and contact information of the data protection officer or other point of contact where further information may be obtained.
- c) Description of the possible consequences of the personal data security breach.
- d) Description of the adopted or proposed measures to remedy the personal data security breach, including, where applicable, the measures adopted to mitigate the possible negative effects.

If it is not possible to furnish the information simultaneously, and to the extent that it is not, the information shall be provided gradually without undue delay.

- 3.11. To provide support to the Data Controller and Data Processor in carrying out the impact assessment as regards data protection, when appropriate.
- 3.12. To provide support to the Data Controller and Data Processor in carrying out the prior consultations with the supervisory authority, when appropriate.
- 3.13. To make available to the Data Controller and Data Processor all the information necessary to demonstrate compliance with the obligations thereof, as well as for the undertaking of audits or inspections carried out by the Data Controllers, the Data Processor or by another auditor authorised by same.
- 3.14. Sign the certificate of guarantee of compliance with the GDPR and LOPDGDD which is enclosed hereto at the end of the present Contract.

In either event, the implementation of mechanisms in order to:

- a) Ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services.
- b) Restore the availability and access to personal data in a timely manner, in the event of a physical or technical incident.
- c) Verification, evaluation and assessment, on a regular basis, the effectiveness of the technical and organisational measures implemented to safeguard the security of the processing.
- d) Pseudonymisation and encryption of personal data, where applicable.



### 3.15. Destination of the data

Return to the Data Processor the personal data and, where applicable, the media where same are included, upon conclusion of the service. The return must entail the erasure in its entirety of the existing data in the computer equipment used by the Data Sub Processor.

Nevertheless, the Data Sub Processor may retain a copy, with the data duly blocked, provided that liabilities for the execution of the service may be derived.

## 4. OBLIGATIONS OF THE DATA PROCESSOR

- 4.1. It is the obligation of the Data Processor to ensure that the Data Sub Processor meets the necessary guarantees for compliance of that set forth in the personal data protection legislation for which purpose the Data Processor shall be entitled to carry out, at its own expense, an audit to verify this fact as well as compliance with the security measures and implementation thereof, at the time the latter it deems appropriate, provided that at least seven (7) calendar days' notice is given prior to the date set for said audit.
- 4.2. The Data Processor undertakes to make available to the Data Sub Processor only the personal data which are strictly necessary for the provision of the Services and which are stipulated in Clause 2 of the present Contract.
- 4.3. The Data Processor undertakes to carry out the appropriate prior consultations with the competent Supervisory Authority.
- 4.4. The Data Processor shall ensure, prior to and throughout the processing, that the Data Sub Processor complies with the GDPR and the LOPDGDD.

## 5. DURATION

The present DSPC shall become effective as of the date specified ut supra and shall have the same duration as the provision of the Services taken out under contract by the Data Processor. Notwithstanding the foregoing, the Parties shall remain bound by those obligations that, by their very nature, and shall survive the conclusion of the present contract.

## 6. LIABILITY

- 6.1. The Data Processor shall be liable for any losses and damages occasioned in the event that the personal data processing operations do not comply with that set forth in the GDPR and LOPDGDD. The Data Sub Processor shall only be liable for losses and damages occasioned by the processing if it has not complied with the obligations set out in the GDPR or LOPDGDD or has acted outside or contrary to that set forth in the present DSPC, as well as the instructions given to same by the Data Processor.



- 6.2 The Data Processor shall be exempt from liability vis-à-vis any third party (including data subjects) by virtue of that set forth in the preceding paragraph, if it is demonstrated that same is in no way liable for the event which occasioned the losses and damages.
- 6.3 Where the Data Processor and the Data Sub Processor have participated in the same processing operation and are, pursuant to the preceding paragraphs, liable for any losses or damages occasioned due to said processing, each shall be held liable for all losses and damages, both vis-à-vis each other and to any third party (including data subjects) in order to ensure effective compensation to the data subject. Where the Data Processor or the Data Sub Processor has paid compensation in its entirety for the damage occasioned, they shall be entitled to claim from the other the part of the compensation corresponding to their share of liability for the losses and damages occasioned, pursuant to the conditions set out in the first paragraph.
- 6.4 Legal proceedings by data subjects against the Data Processor or Data Sub Processor in exercise of the right to compensation shall be brought before the competent courts pursuant to the law of the Member State to which reference is made in Article 79(2) of the GDPR.
- 6.5 In the internal relationship between the Parties, the Parties agree to indemnify and hold the other Party harmless for any losses and damages (including losses, liabilities, fines and penalties), which the non-infringing Party may sustain as a result of the infringing Party's breach.
- 6.6 The Parties state that the inclusion of the above restriction is appropriate and reasonable in view of the nature of the Services taken as a whole and from the perspective of the economic interests pursued by the Parties.
- 6.7 In the case of expenses derivative from the intervention of barristers, experts, solicitors etc. the fees thereof shall be those determined pursuant to the Guiding Criteria of the respective Official Associations.
- 6.8 If, as a result of a breach by the Data Sub Processor or the personnel thereof of the legal obligations thereof, an administrative sanctions procedure (or any other type of procedure in this area) is initiated against the Data Controller, the following procedure shall be followed:
- a) The Data Processor shall forward to the Data Sub Processor, as soon as it becomes aware of the fact (and in any event within the first quarter of the statutory period granted for allegations and/or response), the notification received from the administrative authority (the "Notification").
  - b) The Notification shall be accompanied by any other information and supporting documentation that the Data Controller or the Data Processor deems appropriate, without prejudice to any additional documentation that the Data Sub Processor may request.
  - c) The parties hereby undertake to act diligently and in good faith, jointly exercising the defence which both deem most appropriate.

## 7. EARLY RESCISSION



The DSPC shall conclude upon expiry of the term set forth in Clause Five of the present DSPC or for any of the grounds of rescission prescribed in the Civil Code.

In the event of a breach by either Party of the obligations set forth in the present DSPC, the Party in compliance shall give notice to the breaching Party requiring the remedy thereof, if the breach can be remedied. Having elapsed a period of fifteen (15) calendar days from the date of receipt of notification without the breaching Party having duly performed said obligations or if such performance proves impossible, the Party in compliance may opt for the automatic rescission of the present DSPC, without prejudice to any claim for losses and damages to which same may be entitled to.

## **8. DATA PROTECTION**

With regard to the personal data in relation to the Parties included in the present DSPC and those generated during the execution thereof, pursuant to Article 6.1. b) of the GDPR, the legal representatives of the Parties signatories to this DSPC and/or the annexes thereof, as well as any other persons whose personal data are collected in this DSPC as intermediaries in the relationships for the execution thereof, acknowledge being advised that the processing of their data is required for the execution of the Contract, in particular, to carry out the management, undertaking, compliance and control of the contractual relationship, as well as forwarding and personalisation of documentation, contact database and maintenance of historical commercial relationships.

The Parties likewise state that they are aware that the personal data shall be disclosed to other third parties in the cases stipulated by law such as financial auditors, competent government bodies for control, registration and inspection purposes or Notaries Public in the event of this DSPC is notarised into a public deed. Elsewhere, in the event that any of the Parties should furnish personal data in relation to natural persons other than those identified in the present DSPC for the execution thereof, the parties shall, prior to the inclusion thereof, notify said persons of the facts included in this Clause. For these purposes, the disclosure of third party personal data is subject to the principle of necessity and the disclosure of up-to-date and accurate data and requires prior notification and consent from said third parties for the processing of their personal data pursuant to the fact included in the present Clause. All data subjects may exercise their rights of access, rectification, erasure, limitation of processing, data portability, opposition and the right not to be subject to automated individual decisions, including the drawing up of profiles, by writing to the addresses specified ut supra or in the body of this DSPC or those which supersede same.

## **MISCELLANEOUS**

### **Independent Parties**

The Parties expressly agree that the present DSPC does not in any manner whatsoever constitute an undertaking or new company, even of a civil, private or joint ownership nature between the Parties and that the Parties shall retain absolute legal independence and shall be bound only by the obligations and rights contracted in the present DSPC.

### **Entire agreement. Severability**



The present DSPC includes a complete agreement between the Parties in relation to the subject matter thereof, and supersedes all prior agreements, contracts or pre-contractual relationships, albeit oral or written, which may be binding on the Parties in relation to the subject matter with regard to the provision of the Services.

There are no representations, warranties or agreements in relation to the subject matter of this DSPC other than those expressly set forth therein or in any document executed or furnished in relation thereto.

#### **a) Partial invalidity of the Contract**

If any provision of the present DSPC is declared null and void or unenforceable, said declaration shall not affect the validity or enforceability of any other provisions thereof. The Parties shall be exempt from the rights and obligations derivative from all provisions found to be null and void, but only to the extent that these rights and obligations are directly affected by said nullity and invalidity. In this case, the Parties shall negotiate in good faith the superseding of the null and invalid provisions with valid and effective provisions which stipulate, to the extent possible, the original intention of the Parties.

#### **b) Assignment**

The Parties shall not assign their rights and obligations derivative from the present DSPC to a third Party without the prior written consent of the other Party.

#### **c) Amendment**

The present DSPC shall not be amended unless jointly agreed upon by all Parties in writing wherein including an express stipulation with the agreed amendment, duly signed.

The withdrawal of a Party from exercising a right to which it is entitled by virtue of the present DSPC shall not be deemed a waiver of this right and shall in no way preclude the further exercise of this right during the term of the present DSPC.

#### **d) Confidentiality**

The terms of this DSPC, as well as the information which the Parties acquire by virtue of the conclusion of the present DSPC, are confidential in nature (which hereinafter shall be referred to as “**Confidential Information**”). Neither Party may disclose, convey, disseminate, distribute, store the Confidential Information, in whole or in part, transform, or apply same for any purpose other than those contemplated in this DSPC, either by itself or by any third party, without the prior consent of the other, with the exception of disclosures to the financial and/or legal advisors of each of the Parties, to the technical-computer hosting and maintenance services and those made in compliance with legal obligations or requests for information made by the competent administrative or judicial authorities. The Parties shall be responsible for ensuring that their directors or employees, subcontractors, suppliers and consultants and, in general, all persons having access to the confidential information, respect the confidentiality of the information, as well as for the losses and damages occasioned by the misuse or disclosure of said information. Upon conclusion of the present DSPC each Party shall destroy or return to the other Party the Confidential Information upon request of the other Party.

#### **e) Headings**



The headings in this DSPC are for reference purposes only and shall have no bearing upon the interpretation thereof.

**f) Legislation and Jurisdiction**

The present DSPC shall be governed and construed pursuant to Spanish law and both parties, waiving any other jurisdiction to which they may be entitled to, irrevocably and unconditionally submit to the exclusive jurisdiction of the courts and tribunals of Madrid to settle any dispute or issue arising out of or in relation to this DSPC.

And in witness whereof, the parties hereto sign the present DPC, in duplicate and all pages thereof, in the place and date specified ut supra.

**On behalf of the Data Processor  
Processor**

**On behalf of the Data Sub**

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Sgd.: Mr. [...]

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Sgd.: Mr. [...]



## **Certificate of guarantee of compliance with the GDPR and LOPDGDD**

Mrs. [...], for and on behalf of [...], which hereinafter shall be referred to as the Data Sub Processor, holder of Tax Identification (N.I.F.) number [...] and tax domicile located at [...], as Personal Data Sub Processor

### **HEREBY CERTIFIES**

That pursuant to that that set forth in Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and Organic Law 3/2018 of 5 December (LOPDGDD), the Data Sub Processor is complying with all the provisions of the regulations for the processing of personal data, and demonstrably with the principles specified in Article 5 of the GDPR, whereby same are processed in a lawful, fair and transparent manner in relation to the data subject and in a manner that is adequate, relevant and limited to what is necessary in relation to the purposes for which same are processed.

That the Data Sub Processor warrants that it has implemented appropriate technical and organisational policies to implement the security measures set out in the GDPR in order to protect the rights and freedoms of data subjects, and, in particular, for compliance with the instructions received by the Processor in the Data Sub Processor Contract as set out in Article 28 of the GDPR.

That, in particular, the Data Sub Processor warrants to have the following security measures in place:

- A perimeter security system which enables the segmentation of the different networks
- Encrypted communications
- A register of the security updates and patches carried out
- An anti-malware security system with a log of monthly scans carried out
- A register of attempted intrusions
- A monthly register of vulnerability scans detected and/or patched
- An identification, authentication and authorisation system which complies with the following password complexity requirements:
  - a. Minimum length: 8 characters
  - b. Minimum complexity: numbers, uppercase and lowercase letters
  - c. Storing unintelligible passwords
  - d. Passwords valid for no more than one year
- A log of user activity including:
  - a. Logins
  - b. Privilege escalation
  - c. System Events
  - d. Object access events
- A system for locking computers after 5 minutes of inactivity
- Internal (weekly and monthly) and external (monthly) backup systems

In Albacete, as at [...] [...] 20[...]

Signed:

