

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 Eiffage Energía Perú (“**Eiffage Energía**”) and the counterparty (“**Supplier**”), for the leasing of Goods and Products to which the laws of Peru are applicable thereto. 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 official of the country, government, province or district. As well as the State or any political body thereof, albeit any legislative, judicial or administrative body 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, 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, SUNAT (National Superintendency of Customs and Tax Administration, for its acronym in Spanish), municipalities, 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.

“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 Eiffage Energía Perú, S.A.C. (T.I.N.: 20601398606).

“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 execution of the Works and Services, which includes all applicable taxes and other amounts payable, with the exception of the General Sales Tax (GST).

“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

The Supplier declares and accepts that:

- 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. The only units accepted are those appearing in the Contract. Invoices shall only be paid when these match the quantities and prices of the Contract, 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 pursuant to the Contract and which enters into force on the day of the signing of the Contract or any subsequent date.



5. ECONOMIC ARRANGEMENT

5.1. PRICE

The Price includes all the concepts specified in the Contract.

Unless otherwise specified in the Contract, 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 comprehensive 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 Contract, 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 Contract, the written agreement of Eiffage Energía shall be required.

5.2. INVOICING

The Supplier must specify on the invoice the number of the Contract 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 Contract 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 Contract.

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 Contract 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 by Eiffage Energía shall not exempt the Supplier from its responsibilities or obligations derivative from the Contract.



The invoice and/or proof of payment must be issued pursuant to the applicable regulations of the country and the original copy must be forwarded to the billing address specified in the contract, as well as to the email address proveedores.peru.EIE.SPAIN@eiffage.com.

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 pending 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, pursuant to 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 inexorably be made within the period stipulated in the Contract. 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 rescission of the Contract.

Eiffage Energía may change the delivery schedules, 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 amendment of the Contract, which the Supplier shall accept, except for justified grounds, without this amendment 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 Contract, 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 Contract and shall be delivered together with the delivery note which shall clearly and visibly state the effective date of delivery, the Eiffage Energia Contract number and the identification of



Date: 04/03/2022

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 Contract, 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 Contract concluded, 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 Contract, 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 Contracts 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/suppliers shall procure and maintain insurance policies equivalent to those stipulated in this Clause, maintaining at least the coverages and ceilings specified in this Clause.

All insurance specified below must be taken out with a financially sound and reputable insurance company, said insurance company having a minimum A rating obtained from the Standard and Poor's rating agency. Eiffage shall be included as an additional insured without losing its third party status. Furthermore, all insurance policies shall waive any subrogation in favour of Eiffage Energía and the subsidiaries thereof, provided it is not prohibited by law and the nature of the policy so permits. Any insurance or self-insurance maintained by the Contractor, the officers, employees or unpaid workers thereof shall be the primary basis without right of contribution, with respect to any insurance maintained by the Client. Furthermore, all insurance policies shall grant a waiver of any subrogation in favour of Eiffage Energía and the subsidiaries thereof, provided that it is not prohibited by law and the nature of the policy so permits.



The Supplier must forward the Documentation¹ accrediting said contracting to Eiffage Energía Perú, S.A.C., within twenty (20) days prior to the commencement of the validity of the Contract and of the respective insurance contract (irrespective of whether same may be incorporated as additional insured in any of the policies taken out under contract by Eiffage Energía Perú, S.A.C.). The insurance to be taken out under contract shall be those specified below and must include, as a minimum, the following coverages and ceilings:

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

GENERAL CIVIL LIABILITY	
CONTRACT/ORDER VALUE UNITS	MINIMUM COMPENSATION CEILING - USD
<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, Operating Liability, or Third-Party Liability.
- Employer's Liability.
- Civil Liability derivative from the use of vehicles and machinery.
- Post-Work Civil Liability/24 months completed work.
- Product Liability.
- Professional Liability covering design errors of the product supplied.
- Civil Liability derivative from transport, loading and unloading.
- Civil Liability for Sudden and Accidental Pollution and Contamination.
- Cross Liability.
- Pure Financial Loss Civil Liability.

This insurance must cover the damages and/or losses occasioned to Eiffage Energía, as well as to any third party, even if these third parties have filed a claim against a Eiffage Energía. It must cover the liabilities derivative from the Contract, from the commencement until the conclusion of the Warranty Period and/or the legally stipulated in each case, whichever is longer being applicable thereto.

The activity insured in the civil liability insurance must correspond to the subject matter of the Contract.

The Supplier's Commercial General Civil Liability Insurance policy shall:

- include coverage both beyond and within the site where the Goods and Products are to be delivered;

¹ Documentation: copy of an extended certificate of the summary of the current coverages and ceilings, specifying that the Subcontractor is up to date with the payment of the premium for each policy in question, as well as a copy of the receipt issued by the Company and bank receipt of the payment of the corresponding premium in each case.



- covering facilities/operations, products/completed operations and shall include an additional insured endorsement on a primary/non-contributory basis of all insurance maintained by Eiffage Energía or the Client thereof and other party required in this Clause.

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 which may provide coverage for the occurrence of the event.

The excess shall be borne by the Supplier, in any event, and shall not exceed \$10,000.

- b) **Workers' Compensation Insurance, Life Insurance:** The Supplier's employees shall be insured under the aforementioned insurance and, where applicable, shall also be insured under the **Supplementary Risk Work Insurance**
- c) **Comprehensive Automobile and/or Machinery Liability Insurance**, which shall include coverage for bodily injury and property damage derivative from the use of owned, non-owned, leased or hired automobiles in connection with the work under the present Contract. The combined single ceiling shall be two hundred and fifty thousand dollars (USD 250,000) per occurrence. Liability for bodily injury and property damage or the amount required by applicable law, whichever is greater. As used herein, the term "automobile" means any vehicle (including land motor vehicles, trailers and semi-trailers designed for travel on public roads, whether licensed or unlicensed, and including any machinery or apparatus attached thereto). The policy must also include an excess layer of one million dollars (USD 1,000,000).
- d) **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. The transport insurance must be contracted under the ICC (A) modality, the insured value of which must be 110% of the value of the shipment. Eiffage Energía shall be considered as the beneficiary of this policy.
- e) **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. If the supply foresees the deposit of the materials, the Supplier shall be responsible for contracting insurance and/or additional coverage to the insurance specified above, for theft, fire and other damages that the deposited material may suffer during the same duration of the Contract. Eiffage Energía shall not be held liable for any loss or damage to the Supplier's equipment and materials unless Eiffage Energía is guilty of negligence or wilful misconduct.
- f) **Professional Liability Insurance** (errors and omissions), which covers liability for negligent acts, errors, mistakes or omissions resulting from the performance of the tasks entrusted to the manufacturer for the design of the product supplied, including coverage for indirect losses and consequential losses. The ceiling of compensation required in each case shall be stipulated in the Particular Conditions, and which, as a minimum, shall be 6,000,000 Euros per claim. The insurance must remain in force from the commencement of the study up to five years from the conclusion thereof. Eiffage Energía must be included as an additional insured without losing its third party status.



In the applicable policies, Eiffage Energía must be included as beneficiary, as well as additional insured without losing the status of third party in the case of Civil Liability insurance. All policies must include the express waiver of the insurer against Eiffage Energía and the client thereof.

These policies shall be primary insurance in relation to any other Eiffage Energia policy. The fact that the Supplier has submitted the required Documentation does not imply that Eiffage Energia has approved same or that these comply with the requirements. Eiffage Energía may require the delivery of the full insurance policy at any given moment, and the Supplier is under the obligation to furnish same within a maximum period of seventy-two hours (72 hours) from the time it was requested.

Under no circumstances whatsoever, shall the insurance 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, must advise the insurance company thereof and must furnish Eiffage Energía with the data requested therefrom, with the active collaboration of the Supplier and the forwarding of an investigation report on the events that occurred being mandatory.

The Supplier must advise Eiffage Energía of any amendment which affects the effectiveness and terms of the policies specified in this Clause, as well as of any dispute with an insurer (including the issuance of reservation of rights or refusal), early cancellation of any policy, non-payment of premium, or any material change in the policy which affects the subject matter of the present Contract. In the event that the expiry of the policies occurs during the term of the contract, it shall be necessary for the Supplier to substantiate the renewal thereof and compliance with the requirements specified prior to the expiry thereof.

As soon as the Supplier becomes aware of any circumstance which may give rise to a claim under the insurance policies mentioned in this Clause, the Supplier must advise Eiffage Energía of the incident, which shall be notified to the insurance company or companies in each case, within a maximum period of five days after becoming aware of the event. The Supplier is under the obligation to cooperate and render the assistance which may be necessary for the notification, preparation, negotiation and resolution of the incidents, providing an investigation report in each case, and cooperating with witnesses as the case may be, for any claim or lawsuit. The Supplier's failure to cooperate with Eiffage Energía shall entitle the latter to withhold any pending invoices.

Nothing in this Clause shall limit the liability of the Subcontractor, irrespective of the insurance coverage required therein. The lack of coverage and/or ceilings of the Subcontractor's policies does not exempt the Subcontractor from its liability and shall bear its liability using its own resources, and shall not defer or delay the situation of damages due to lack of response and/or compensation by the insurance company thereof.



Eiffage Energía may request copies of the full insurance policies from the Supplier at any given moment, and the Supplier must forward same within a maximum period of ten (10) days from the request. If the Supplier does not facilitate the insurance or does not maintain same in the required terms, Eiffage Energía reserves the right, giving prior notice to the Supplier to take out under contract an adequate insurance on its behalf, Eiffage Energía shall deduct the cost of contracting the insurance from any amount due to the Supplier.

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

Any breach by the Supplier of the present Clause shall entitle Eiffage Energía to rescind the present contract unilaterally without the Supplier being able to claim losses and damages for this fact.

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 suppliers and/or 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.

Finally, the Supplier shall be under the obligation to take out under contract all the policies not specified in this Clause, on its own expense and with financially sound and reputable insurance companies, any other insurance that may be compulsory and required pursuant to the applicable legislation at any given moment.

9. DOCUMENTATION ACCOMPANYING THE GOODS AND PRODUCTS

The Goods and Products must be accompanied by the corresponding documentation, such as, inter alia: measuring equipment calibration certificates, operating manuals (in Spanish and English), material safety data sheets for chemical products and product conformity certificates with international 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.
- Quality Certificates.
- Instruction manual in Spanish.

HAZARDOUS CHEMICAL SUBSTANCES AND PREPARATIONS DOCUMENTATION

- 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.



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 Contract;
- 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 Contract, ensuring the exemption 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 warranty is amended, by mutual agreement, by the Contract.

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 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 or transfer 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. The Supplier may not therefore assign, transfer, novate or pledge in any manner whatsoever the Contract or any of the rights or obligations derivative therefrom, without the aforementioned authorisation of Eiffage and pursuant to that set forth in Article 1207 of the Civil Code.

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 Contract and to require from the Supplier, whether it decides to rescind the Contract or to demand the compliance thereof, a penalty equivalent to the amount resulting from applying the percentage of ten per cent (10%) to the Price of said Contract. The aforementioned penalty shall be compatible with Eiffage Energía receiving compensation for the losses and damages that the Supplier's non-compliance 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. FORCE MAJEURE

In the event of unforeseeable circumstances, acts or events beyond the reasonable control of the Parties occurring after the signing of the Contract 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, or should have become 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 Force Majeure situation and a statement of the actions to be taken in order to comply with the obligations thereof under the Contract. In the event that the Supplier fails to notify Eiffage Energía within the specified period, it shall be understood that the Supplier shall not be entitled to claim an extension of the period of performance from Eiffage Energía.

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 or in the labour or materials required for the performance of the obligation;
- (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.

In the event of an incident of Force Majeure, the Supplier shall only be entitled to claim an extension of the period of performance, and under no circumstances whatsoever shall it be entitled to demand an increase in the Contract Price. In either event, in order for the Supplier to be entitled to claim an extension of the period of performance, it must substantiate to Eiffage Energía that it has undertaken its best endeavours to mitigate or eliminate the impact on the period of performance of the works the subject matter of the Contract.

Whenever, due to a Force Majeure event, 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 and Environmental management system implemented in accordance with the ISO 9001 and ISO 14001 Standards. In particular, the Supplier must understand and distribute to its personnel the Eiffage Energía Quality and Environmental 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 prevailing environmental legislation and regulations 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 and Environmental 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 and Environmental management system implemented pursuant to the ISO 9001 and ISO 14001 Standards. In particular, the Supplier must understand and distribute to its personnel the Eiffage Energía Quality and Environmental 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 is 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 and Environmental 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 and Environmental 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, accordingly, 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 three per cent (3%) of the value 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 zero point five per cent (0.5%) of the value of the Goods and Products whose forwarding 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 and Environmental 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 zero-point five percent (0.5%) of the value 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 Contract.

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 offsetting up to the amount concurrent with the credits in favour of the Supplier.

- 17.4. If the damages 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 stipulated in the Contract, 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 Contract in its entirety or any part thereof for the period of 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 Contract;
- (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 for breach of the obligations thereof pursuant to Article 1430 of the Civil Code or for any of the following grounds, in addition to the other grounds specifically stipulated in the present General Terms and Conditions and in the Contract:

- (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, in the opinion of Eiffage Energía (including, but not limited to, breach of delivery deadlines, qualities, confidentiality 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, paralyzes, 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 detrimental 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 Contract 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 Contract.

19. VALIDITY

Acceptance of a Contract 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 Contract concluded.

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 Contract 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 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 Law No. 29733; Law on the Protection of Personal Data, and its implementing Regulations, approved



by Supreme Decree No. 003-2013-JUS, the Security Directive approved by the National Authority for the Protection of Personal Data, as well as any subsequent applicable regulation, for the purposes of compliance of the obligations the subject matter of the present contract and shall be continued 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 or via ordinary mail, when the collection is carried out via analogue means at the following address: Avenida Parque Norte n° 1160, oficina (office) 402, San Borja District, Province and Department of Lima 1160.
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.

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 following email address canaletico.eie.spain@eiffage.com.



Date: 04/03/2022

- 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 and 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 Contract (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 for 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 Contract, using the utmost diligence and care to protect the Confidential Information;
- c) Use the Confidential Information solely for the performance of the obligations derivative from the present General Terms and Conditions and the corresponding Contract;



- d) Reproduce the Confidential Information only to the extent necessary for the performance 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 forward 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 Contract 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 Contract.

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



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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 Contract, the Contract shall be governed by the legislation in force in the Republic of Peru.

24.2. In the event of any discrepancy derivative from the present General Terms and Conditions, the parties agree to reach the best solution based on the contractual good faith thereof and pursuant to the common intention agreed in the present contract, reaching a conciliatory agreement in accordance with the laws of the Republic of Peru.

If conciliation is not possible, the parties decide to submit their disputes to the jurisdiction of arbitration, specifically to arbitration at law in the Arbitration Centre of the Lima Chamber of Commerce, to whose rules the parties unconditionally submit. **The Parties** expressly grant the Arbitration Tribunal the power to enforce the arbitration award in default of the obligated Party and declare that the award may only be set aside when there are justifiable grounds for such action as set forth in the applicable laws, in which case the judges and courts of the Judicial District of Lima shall have jurisdiction.

The number of arbitrators on the Tribunal shall be three (3). The arbitrators who make up the Tribunal shall practising lawyers with experience in the matter, and shall be appointed by the parties by mutual agreement and failing this, the Arbitration Tribunal shall be appointed by the Arbitration Centre of the Lima Chamber of Commerce, from the lists drawn up for this purpose by this institution. The ruling handed down shall always be pursuant to law and the and the expenses incurred in the arbitration proceedings shall be borne by the unsuccessful party.

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 sound 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 worldwide.

“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 Law No. 28983, Law on Equal Opportunities for Men and Women.

Accordingly, the Supplier undertakes to strictly comply in the performance of its obligations with the criteria and principles set forth in Law No. 28983, Law on Equal Opportunities for Men and Women.



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"> • Proof of Registration in the Single Registry of Land Transport of Hazardous Materials and/or Waste under the DGTT. Special authorisation from the Ministry of Transport and Communications (MTC) to transport hazardous materials or waste. • Verification that the transport company has an Insurance Policy and a Contingency Plan, approved by the DGASA. • Certificate of basic training in the handling of hazardous waste and implementation of the contingency plan by a company authorised by the MTC. • Verification of a special vehicle authorisation certificate for the vehicle transporting the hazardous waste. • Copy of the special category drivers' licence of the driver of the vehicle. • Contract for the provision of waste treatment and final disposal services. • Waste shipment notification issued by an authorised waste manager. • Document specifying the identification of the waste removed from Eiffage Energía's works and works sites, stamped by the Manager 	Ensure that the authorisation for the waste management that is to be undertaken in the District Municipality where the work or service is being carried out, has been obtained.
	NON-HAZARDOUS	<ul style="list-style-type: none"> • Registration in the Information Register in the Information System for the Management of Municipal and Non-municipal Solid Waste. Authorisation from the Provincial Municipality regarding the landfill where the non-hazardous waste will be forwarded. • For municipal waste, evidence of delivery to the District Municipality, which collects and transports such waste. Identification Documents (1 document/waste) and delivery receipt to an Authorised Manager or Landfill, for each removal. • Registration in the Authorised Register of Solid Waste Operator Companies. 	Refer to the lists of the Ministry of the Environment The landfill sites must be authorised by the Provincial Municipality where the work or service is carried out. Ensure that the authorisation for the waste management that is to be undertaken in the District Municipality where the work or service is being carried out, has been obtained.



CONTRACTED GOODS/SERVICES		DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
<p>HAZARDOUS</p> <p>WASTE MANAGEMENT BY THE SUPPLIER / CONTRACTOR BY THIRD PARTIES (EG: maintenance workshops for own vehicles and machinery, subcontractors of civil works or installations....)</p>	<p>HAZARDOUS</p>	<ul style="list-style-type: none"> Registration in the Information Register in the Information System for the Management of Municipal and Non-municipal Solid Waste Copy of contract between supplier and authorised waste treatment service provider. (1 contract per waste) Copy of the Contract / Acceptance Document between the supplier and its authorised hazardous waste manager. Authorisation from the Ministry of the Environment for Hazardous Waste Management to the manager / carrier contracted by the subcontractor. Copy of document identifying the waste removed from the works contracted by Eiffage Energia. 	<p>Ensure that the authorisation for the waste management that is to be undertaken in the District Municipality where the work or service is being carried out, has been obtained.</p>
	<p>NON-HAZARDOUS</p>	<ul style="list-style-type: none"> Registration in the Information Register in the Information System for the Management of Municipal and Non-municipal Solid Waste. Registration in the Authorised Register of Solid Waste Operator Companies. Copy of the contract between the supplier and the authorised manager for the treatment of non-hazardous waste. Authorisation from the Ministry of the Environment for the management and transport of non-hazardous waste. Where applicable, authorisation for dumping at a Clean Point from a waste manager or carrier authorised by the municipality of that jurisdiction. Where applicable, copy of delivery note in relation to the delivery of inert waste (e.g., from civil works) to landfill authorised by the municipality or Regional Government of the jurisdiction. For municipal waste, evidence of delivery to the District Municipality, which collects and transports such waste. Evidence of shipment of non-hazardous waste by the waste manager. Identification Documents of the non-hazardous waste and delivery receipt to the authorised manager or landfill. 	<p>Ensure that the authorisation for the waste management that is to be undertaken in the District Municipality where the work or service is being carried out, has been obtained.</p>
<p>PURCHASE OF HAZARDOUS MATERIALS / SUBSTANCES</p>		<ul style="list-style-type: none"> Copy of the ADR Authorisation (transport of dangerous goods by road) for the supplier's vehicle and driver issued by the Ministry of Transport and Communications (MTC), Transport document for land transport., Material safety data sheet for the shipment of Hydrocarbons. 	
<p>PURCHASE OF VEHICLES / INDUSTRIAL VEHICLES / TRUCKS</p>		<ul style="list-style-type: none"> Certificate of Special Vehicle Authorisation of the vehicle and it is registered in the National Register of Vehicles. 	<p>Ensure that the vehicles purchased comply with the vehicle emissions regulations in force upon the signing of the contract</p>



CONTRACTED GOODS/SERVICES	DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
VEHICLES AND MACHINERY RENTING / LEASING	<ul style="list-style-type: none"> • Certificate of Vehicle Authorisation of the vehicle and that it is registered in the National Register of Vehicles. Provision of a list of authorised workshops for vehicle maintenance, which must comply with hazardous waste management regulations. 	<p>Ensure that the leasing/renting vehicles comply with the vehicle emissions regulations in force upon signing of the contract., 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"> • Wastewater reuse authorisation • Discharge authorisation from the National Water Authority, for discharges into a public watercourse. • Documentation requested for the "Waste Management by the Supplier / Contractor by third parties" section. 	<p>Ensure that the authorisation for the waste management that is to be undertaken by the Municipality or Regional Government 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"> • Authorisation for the management of sludge from septic tanks or portable sanitary toilets by the Municipality or Regional Government where the work is being carried out. • Copy of the Sludge Management Plan as per with Ministerial Resolution No. 128-2017-VIVIENDA (HOUSING), • In the case of management by an authorised waste company, a copy of their authorisation from the authorised waste manager 	<p>Ensure that the authorisation for the waste management that is to be undertaken by the Municipality or Regional Government where the work or service is being carried out, has been obtained.</p>
HYGIENIC SANITARY 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"> • Registration in the Register of Installation and Maintenance Companies authorised by the Municipality or Regional Government. • Training approved by the Ministry of Health of the operators who carry out the service. • Hygiene and sanitary maintenance reports of the contracted installations according to the regulatory periodicity. 	<p>Municipality or Reginal Government 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"> • Authorisation for High Voltage Installation and Maintenance Company. • Maintenance reports for the contracted fire protection installations according to statutory periodicity. 	<p>Municipality or Reginal Government 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"> • Authorisation as a Fire Protection Equipment Installation and Maintenance Company. • Maintenance reports for the contracted fire protection installations according to statutory periodicity. 	<p>Municipality or Reginal Government 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"> • Authorisation as a Thermal Installations Installers and Maintenance Company. • Authorisation as Refrigeration Installations Installers and Maintenance Company. • 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 by MINAM (Ministry of the Environment) • Maintenance reports for the contracted thermal installations according to statutory periodicity. 	<p>Municipality or Reginal Government where the company's head office is located</p>



CONTRACTED GOODS/SERVICES	DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
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"> • Authorisation as a Lifting Equipment Installation and Maintenance Company • Maintenance reports for the contracted lifting equipment according to statutory periodicity. 	Registration of where the company's head office is located.
PURCHASE OF MACHINERY AND EQUIPMENT (INCLUDING MEASURING EQUIPMENT)	<ul style="list-style-type: none"> • SGS certificates of conformity. • User and operating instructions Manual. • Equipment Calibration certificates record (recommended in INACAL accredited laboratory and/or international standards) (*) 	(*) 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.
LEASING OF MACHINERY AND EQUIPMENT (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"> • Copies of the Equipment and Machinery Maintenance Records. • Technical Inspection of Vehicles (TIV) and SGS certificates of conformity where applicable, • Maintenance waste management documentation [See corresponding section), where applicable. • Copies of the Measuring Equipment Calibration Records (recommended in an INACAL-accredited laboratories) (**) 	(**) Current calibration for a maximum period of 3 years prior to the date of leasing or contracting of tests. This period may be modified according to the client's own specifications for each project or contract.
CONCRETE SUPPLY (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company)	<ul style="list-style-type: none"> • SCG certificate of conformity of the following concrete components: <ul style="list-style-type: none"> ○ Aggregate (both coarse and fine) ○ Cement ○ Additive • Delivery certificate of the concrete on site. • Accreditation of compliance with the On-site Concrete Production Control as per E-60 STANDARD by means of one of the following documents: <ul style="list-style-type: none"> ○ If it has a recognised quality label or accredited mark, a copy of the valid certificate of the quality label (***) • Dosage/batching certificates for the type(s) of concrete to be supplied • Preliminary tests of the type(s) of concrete to be supplied according to the dosage/batching certificate 	(***) - Quality Management System Certificate UNE-EN ISO 9001:2015 Standard, issued by INACAL, which includes the manufacturing plant from which the concrete is supplied.
HOT BITUMINOUS MIXTURE (HBM) SUPPLY (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company)	<ul style="list-style-type: none"> • Certificate of conformity with MTC E-506 Standards of the hot bituminous mixture (HBC). • Delivery note of the bituminous mixture on site. 	
WATER SUPPLY (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company)	<ul style="list-style-type: none"> • Authorisation from the owner (Municipality, Regional Government etc.) of the water supply point. For Local or Municipal Governments, application by means of a water supply notice. • Authorisation, where applicable, from the National Water Authority. 	
MATERIALS TESTING LABORATORIES	<ul style="list-style-type: none"> • Authorisation from INDECOPI as a test laboratory for the quality control of building construction based on the requirements prescribed in the Technical Guides and Standards which establish Conformity Assessment requirements (OEC) • Where applicable, INACAL accreditation as a test laboratory. • Furnishing of materials test reports prior to the execution of the work units where the tested materials are used. 	Ensure that the authorisation for the materials tests to be carried out in the work or service, has been obtained.



CONTRACTED GOODS/SERVICES	DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
CALIBRATION LABORATORIES	<ul style="list-style-type: none"> INACAL Accreditation as an UNE EN ISO 17025 calibration laboratory (****) Calibrations with traceability to ENAC and/or ILAC international accredited standards (copy of the calibration certificates of the standards used in the calibration). 	(****) There are accredited test laboratories in one or several areas accredited by INACAL. If the area in which the calibration is required is not accredited by INACAL, calibrations with traceability to standards calibrated in INACAL laboratories would be requested
ELECTRICAL CABLE TESTING LABORATORY	<ul style="list-style-type: none"> Authorisation from the Electricity Company to carry out underground low and high voltage cable testing. Equipment calibrations with traceability to INACAL and/or ILAC international accredited standards. 	
AUTHORISED CONTROL BODIES	<ul style="list-style-type: none"> Authorisation as an Authorised Control Body. Certificate from INACAL as an inspection body. 	Ensure that the authorisation for the work units to be inspection in the work or service has been obtained.
MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING EQUIPMENT AND DEVICES FOR LOW VOLTAGE ELECTRICAL INSTALLATIONS	<ul style="list-style-type: none"> Supply of equipment, materials and/or devices specified in the orders submitted by Eiffage Energía pursuant to the Technical Regulations on Low Copper Electrical Conductors, Supreme Decree No. 013-216-PRODUCE and the National Electricity Code. 	
MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING EQUIPMENT AND DEVICES FOR HIGH VOLTAGE ELECTRICAL INSTALLATIONS	<ul style="list-style-type: none"> Supplied with the equipment, materials and/or devices specified in the orders sent by Eiffage Energía shall be documentary evidence of compliance with the National Electricity Code and NTP 370,301, NTP370.310 Standards and other relevant standards, Supplied with the equipment, materials and/or devices specified in the orders sent by Eiffage Energía shall be documentary evidence of compliance with the National Electricity Code and NTP 370.301, NTP370.310 and other relevant standards. 	
MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING CONSTRUCTION PRODUCTS SUBJECT TO CE MARKING	<ul style="list-style-type: none"> Supplied with the materials specified in the orders sent by Eiffage Energía shall be the declaration of performance and SCG certificate of conformity for the plant production control). Pursuant to the NPC Construction Products Standard and E.070 Standard. 	
SUBCONTRACTORS THAT CARRY OUT MEASUREMENTS USING EQUIPMENT OR DEVICES SUBJECT TO CALIBRATION (*****)	<ul style="list-style-type: none"> Supplied shall be a copy of the calibrations of the equipment and devices used carried out by an INACAL accredited calibration laboratory or a laboratory with traceable standards with INACAL accreditation. Internal verifications carried out by the company shall be accepted provided that these are carried out in relation to standards calibrated in an INACAL accredited calibration laboratory or a laboratory with traceable standards with INACAL accreditation. 	(*****) 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. This period may be modified according to the client's own specifications in each project or contract.



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, in relation thereto, 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 Eiffage Energía.
- 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 perpetrate or consent to the perpetration 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, nor appears 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.

