

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR THE PURCHASE OF GOODS AND PRODUCTS

1. OBJECT

These General Terms and Conditions of Purchase for the Purchase of Goods and Products (hereinafter referred to as "**General Terms and Conditions of Purchase**" or "**General Terms and Conditions**"), establish the general contracting conditions governing relations between companies belonging to the Eiffage Energía Sistemas Group (hereinafter referred to as "**Eiffage Energía**") and the counterpart (hereinafter referred to as the "**Supplier**"), for the purchase 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. These General Terms and Conditions of Purchase shall apply to all purchase of Goods and Products, unless otherwise agreed between the Parties in the Contract, Special Conditions or Contract.
- 2.2. All contracts entered with Eiffage Energía involves unreservedly adhering to these General Terms and Conditions, which shall apply together with any Special Conditions that may be expressly agreed in writing. In the event of contradiction between the Contract and these General Terms and Conditions, the former shall prevail over 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 will automatically be construed as knowledge and acceptance of the present General Terms and Conditions by the Supplier, even where no Contract is formalised in writing between the Parties.
- 2.4. These General Terms and Conditions supersede any other previous terms and conditions or agreements tacitly or expressly agreed by the Parties, which are considered null and void for all purposes. Any modification to these 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 this document shall not be accepted unless expressly accepted in whole or in part by Eiffage Energía.
- 2.6. Terms and conditions and specifications inserted by the Supplier in its delivery notes, invoices or other documents issued between the Parties which contradict the conditions agreed in the Contract issued by Eiffage Energía shall be null and void.
- 2.7. The Supplier declares that it is aware of and subscribes to the Eiffage Group's Values and Principles, which are published on our website: <https://www.eiffageenergiasistemas.com/en/persons/values-and-ethics-code/>
- 2.8. These General Terms and Conditions shall remain valid indefinitely.

3. DEFINITIONS

"Governmental Authority" means any country or government or province, state or any political body thereof, any entity, authority or body with executive, legislative, judicial or administrative functions belonging to a government, including any governmental authority, entity, department, board, commission or agency, of any jurisdiction in which Eiffage Energía or the Supplier is resident, any law court, tribunal or arbitrator and any securities exchange agency or body or authority regulating such 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



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including their respective components, sub-components and elements 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 government ministry, body or agency, licensing agencies, customs officials, candidates for public office and officials of public international organisations (e.g. Red Cross). This term also includes managers or employees of state-owned or -controlled corporations, such as universities, airlines, oil companies, hospitals or other providers. The term also includes relatives and close associates of such persons (e.g. it is forbidden 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). According to the Spanish Criminal Code, "public official" includes any person who, in accordance with the applicable regulations or as a consequence of his or her appointment, participates in the exercise of public functions or in the development of the public interest. Authorities, such as members of the National Parliament, the Senate, the Legislative Assemblies of the Autonomous Communities and the European Parliament, among others, shall also be considered public officials for the purposes of anti-corruption regulations.

"CE" stands for European Conformity (Conformité Européenne).

"Provisional Acceptance Certificate" means the document stating the satisfactory outcome of the inspection and activities in relation to the Goods and Products received by Eiffage Energía. This document shall also include any necessary modifications or corrections of defects found during the relevant inspection and/or tests.

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

"Clause" means any clause set out in these General Terms and Conditions.

"Days" means calendar days. In the event that the last calendar day falls on a non-working day, the next working day shall be deemed to be the next working day for all purposes of these General Terms and Conditions.

"Eiffage Energía" means any company of the Eiffage Energía Group which issues a Contract subject to these General Terms and Conditions, composed of the following companies or to which they are party: **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), **Sistemas de Gestión, Automatización y Cuadros, S.L.U.** (B61698247), **CVS Ibérica De Instalaciones Y Mantenimientos S.L.U.** (B67558056), **Algenia Proyectos S.L.U.** (B73815540), **Diseño Y Mantenimiento De Plantas Frigoríficas, S.L.U.**(B73815540), **Diseño Y Mantenimiento De Plantas Frigoríficas, S.L.U. (RYM)** (B98681315), **EBROFRÍO, S.L.U. (B50349091)**, **Proteknia Fire S.L.U.** (B05508353), **Supra Seguridad, S.L.U** (B73422586), **M3I Controls S.L.U.** (B66445966), **Grupo Inmotechnia Gestiones Energéticas S.L.U.** (B83512913).

"Invoicing Instructions" means the relevant document for invoicing by the Subcontractor in Spain, which is published on the Eiffage Energía website (<https://www.eiffageenergiasistemas.com/en/purchasing-policy/>)

"Order", "Special Conditions", "Contract", "Framework Contract", hereinafter collectively **"Contract"**, means the document which sets out, for each specific case, the additional conditions, qualifications and/or exceptions to these General Terms and Conditions. Hereinafter, any reference to a single one of these terms shall be understood to refer to all.



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"Warranty Period" means the period during which the Supplier shall ensure that the Goods and Products function properly, or are free from defects and in perfect working order.

"Personnel" means all employees, as well as any other natural person or legal entity either directly or indirectly related to the Supplier who is to supply the Goods and Products.

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

"Supplier" means the natural person or legal entity responsible for supplying the Goods and Products subject to the provisions of these General Terms and Conditions and the Contract.

"Subcontract" means the contract under which the Supplier commissions the execution of any works and/or services to third parties.

"Additional Services" means those services related to the purchase of Goods and Products or accessories thereto to be provided by the Supplier by agreement between both Parties and which are defined and listed in the relevant Order, Special Conditions, Contract or Framework Contract.

4. PERFORMANCE OF OBLIGATION

- 4.1. The performance of the obligation to deliver the Goods and Products shall be at the Supplier's sole risk and responsibility, and the economic outcome thereof shall be at the sole expense of the Supplier.
- 4.2. The Supplier shall deliver the Goods and Products in full compliance with the applicable laws and regulations and all instructions received from Eiffage Energía.
- 4.3. If, in the Supplier's opinion, there is any uncertainty in the object of the Contract, it must be notified to Eiffage Energía, which will be the sole decision-maker in this respect.
- 4.4. Eiffage Energía reserves the right to refuse surpluses supplied, even where these are indicated on the delivery note. Only units listed in the Contract are accepted. Invoices will only be paid when they coincide with the quantities and prices of the Contract, unless where Eiffage Energía expressly accepts the invoicing of additional units.
- 4.5. Unless expressly provided otherwise, the Goods and Products covered by the Contract shall be new.
- 4.6. In the event that the performance of the obligation to deliver the Goods and Products entails the provision of Additional Services, the Supplier must also comply with the requirements set out 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 regarding the performance of the obligation to deliver the Goods and Products and the performance of the Additional Services thereto, nor shall it be entitled to an increase in the Price, as a result of any regulatory modification affecting the performance of the Supplier's obligations under the Contract and which comes into force on the signing date of the Contract or any later date.



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5. FINANCIAL ARRANGEMENT

5.1. PRICE

The Price includes all the items set out in the Contract.

Unless otherwise specified in the Contract, the Price shall take the form of transport, packaging and insurance paid by the Supplier until final delivery to Eiffage Energía; consequently, packaging, postage, packing, insurance required and carriage are deemed to be included in the Price.

Said Price shall be understood to be fixed and non-revisable until the total and complete execution of the latter, unless expressly indicated to the contrary, and shall include all kinds of taxes, charges, levies, taxes and duties, present or future.

If a particular unit price is not indicated in the Contract, the price determined by the seller shall not be valid until Eiffage Energía has provided a written quotation and agreement. The written agreement of Eiffage Energía will be required in order to apply unit prices higher than those indicated in the Contract.

5.2. INVOICING

The Supplier must state on the invoice the Contract number and the number of the delivery notes it comprises and attach a copy of the delivery notes signed by Eiffage Energía, in a visible place; Eiffage Energía will not be responsible for any delays which may arise in preparing invoices that lack the above information. Only one Contract reference number may be entered on each invoice.

The Supplier may not issue an invoice until it has fully performed its obligations under the Contract, unless partial deliveries and/or partial invoicing have been agreed in the Contract.

Eiffage Energía shall not be obliged to take delivery of the Goods and Products before the agreed dates. Even if this is the case, the seller is not entitled to issue invoices and they shall be rejected outside the agreed contractual terms.

For invoices relating to Additional Services, the Supplier must attach therewith the corresponding certifications of the services provided, as 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 with any of the obligations set out above shall be considered as non-compliance with the whole.

The payment of invoices by Eiffage Energía shall not release the Supplier from its responsibilities or obligations under the Contract.

Invoicing shall be carried out in accordance with the Invoicing Instructions published on the Eiffage Energía website <https://www.eiffageenergiasistemas.com/en/purchasing-policy/>.

The Supplier shall send its invoices in electronic format. On the portal hosted on the Eiffage Energía website <https://www.eiffageenergiasistemas.com/en/supplier-invoicing-to-the-eiffage-energia-group-in-electronic-format/>, suppliers may register and find all the necessary technical and functional information about the e-invoicing service.



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5.3. PAYMENTS

Payments shall be defined in the Contract, whereby the Supplier is obliged to provide a certificate of bank ownership; this must be updated according to the regularity indicated by Eiffage Energía, and at least on an annual basis.

The Parties agree that the Contract Price has already taken into account the cost of financial expenses and interest for the maturity of the payment document indicated in the immediately preceding paragraph (in the event that Eiffage Energía opts for payment by reverse factoring) and which Eiffage Energía shall deliver to the Supplier, whereby both Parties agree that the maturity of the payment document is in accordance with the law since the Subcontractor has the right to advance payment without recourse to the bank, it being understood that the costs that such advance payment maturity may have are included in the Contract Price.

In the event that Eiffage Energía detects a non-compliance with the obligations by the Supplier that may give rise to liability (whether 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 such liabilities, and Eiffage Energía may pay or offset such liabilities against the withheld amounts, without prejudice to any other rights and/or actions to which it is entitled, in accordance with the Contract and these General Terms and Conditions.

6. DELIVERY TIMES

The delivery time is set as an essential condition, unless otherwise stated. Deliveries must be made within the time specified in the Contract. In the event of late delivery, Eiffage Energía reserves the right to take legal action for any financial loss caused directly or indirectly by such non-compliance. Without prejudice to the foregoing, it shall be entitled to the application of any penalties to which it may be entitled and to the total or partial termination of the Contract.

Eiffage Energía may change delivery schedules, request the advance delivery 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 adjustment of the Contract, which the Supplier shall accept, unless there is good cause, without this adjustment giving rise to the Supplier's right 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 them in accordance with good industrial practice until such time as they can be delivered. Both storage costs and the risk of loss or damage shall be borne by the Supplier.

7. DELIVERY OF GOODS AND PRODUCTS

The Supplier shall, before proceeding with the delivery of the Goods and Products, contact the person indicated for this purpose in the Contract, in order to confirm said delivery.

All Goods and Products shall be sent to the address and in the manner indicated in the Contract, and shall be delivered together with the delivery note clearly and visibly showing the effective date of delivery, the Eiffage Energía Contract number and identification of the products delivered. They shall also be accompanied, where appropriate, by certificates of conformity or calibration certificates (as applicable).

Once the Goods and Products have been unloaded on the date indicated in the Contract, it will be understood that they are provisionally accepted by Eiffage Energía, subject to subsequent qualitative and



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quantitative control, reserving the right to reject the Goods and Products at the time of their use should they prove unsuitable or do not correspond to what is indicated in the Contract, as well as for hidden defects.

In the event that the Goods and Products do not conform, they shall be returned to the Supplier, who shall be liable for all costs incurred from their origin to their return. Eiffage Energía shall then issue a non-conformity, which must be answered by the supplier within five (5) days of receipt.

Unless otherwise provided for in the Contract, the packaging and transport of the Goods and Products to the destination and unloading shall be at the Supplier's expense, under the type DDP (*Delivered Duty Paid*) as per the Incoterms of the International Chamber of Commerce. The Supplier shall be obliged to obtain the necessary transit permits, licences, authorisations and police escorts from the competent bodies, and shall be responsible for the cost of all work required for this purpose, such as traffic diversions, signalling, etc.

Goods and Products shall be suitably protected to avoid any damage, especially to mechanised, polished or fragile parts.

Under no circumstances may Goods and Products that correspond to different Contracts be packed together.

8. INSURANCE

The Supplier shall maintain in force during the entire term of the Contract, with creditworthy insurance companies, the insurance policies indicated below and which are applicable to the services contracted. In the event of the conclusion of any Subcontract, third-party subcontractors shall take out and maintain insurance equivalent to that set out in this Clause. Where applicable.

- a) Civil Liability Insurance, with the following minimum amounts according to the value of the Contract, and the following coverage:

| GENERAL CIVIL LIABILITY | |
|-------------------------|----------------------------|
| CONTRACT AMOUNT | MINIMUM COMPENSATION LIMIT |
| <€150,000 | €150,000 |
| <€600,000 | €300,000–€600,000 |
| <€1,000,000 | €600,000–€1,000,000 |
| <€3,000,000 | €1,000,000–€3,000,000 |
| >€3,000,000 | TO BE DETERMINED |

- General or Operating Liability.
- Employer's Liability.
- Civil Liability derived from the 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.



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- Cross Liability.
- Union and Mixed Civil Liability

This insurance must guarantee the damages incurred by Eiffage Energía, as well as by any third party, even where such third parties claim against Eiffage Energía.

The insurance shall be in force and shall cover the liabilities arising from the 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 in relation to any other civil liability insurance.

- b) Compulsory and voluntary Civil Liability Insurance for the moving vehicles and/or machinery, in accordance with the conditions required by the legislation in force, and which have the compulsory compensation limits based on the applicable legislation in force.
- c) Transport Insurance that guarantees the losses or damages caused to the Equipment and Materials provided by the Supplier or transported under his responsibility, during their transport, intermediate storage, loading and unloading and/or handling from the places of manufacture to their location at the place where the works are carried out.
- d) Material Damage Insurance covering all equipment under the Supplier's responsibility, with a limit never being lower than its replacement value.

In no case do the insurances contracted limit the liabilities assumed by the Supplier under the Contract. The Supplier shall notify Eiffage Energía of any circumstances that may give rise to a claim under the insurance policies referred to in this Clause and the incident shall be reported to the relevant insurance company.

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

The Supplier shall deliver to Eiffage Energía certificates from the insurance companies in relation to the policies indicated above, and which are applicable to the Contract, indicating the name of the insurance company, the coverage contracted, exclusions, limits, sub-limits and deductibles, as well as the effective and expiry dates.

The Supplier shall be obliged to provide Eiffage Energía with any modification that the insurance policies may undergo during the term of the Contract.

Eiffage Energía may request a copy of the full insurance policies from the Supplier at any time, and the Supplier must deliver them within a maximum period of fifteen (15) days from its request.

At all events, Eiffage Energía will never be responsible for any limits, deductibles or limitations in the conditions of the Supplier's policies.

All insurance policies referred to in this Clause shall be primary insurance policies in relation to any other Eiffage Energía policies, and the Supplier shall require its subcontractors 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 towards Eiffage Energía.



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9. DOCUMENTATION ACCOMPANYING THE GOODS AND PRODUCTS

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

WORK EQUIPMENT DOCUMENTATION

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

HAZARDOUS CHEMICALS DOCUMENTATION

- Be packaged and labelled with clear identification of contents and hazards (safety pictograms) as required by legislation.
- The department responsible for purchasing and distribution is to be provided with the Safety Data Sheet on the product.

Specifically, for the provision of sanitary equipment and official technical services, when the purchase of **electromedical equipment** is the responsibility of Eiffage Energía, the supplier of the equipment shall provide the following information:

- Documentation from the manufacturer or distributor:
 - Operating licence
 - Entry in the manufacturer's liability register
 - Communication of distribution activities (distributor)
- Documentation on 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 WARRANTIES

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

- a) Are wholly owned, fit for the purpose for which they are intended, and are of the highest order and first-time use;
- b) They comply with the specifications and requirements set out in laws, regulations and the Contract;
- c) They are made in accordance with the specifications, drawings, samples and any other established description applicable to them;



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- d) They comply with the legally required quality, safety and contractual environmental requirements and have the patents, licences and other industrial and intellectual property rights necessary to fulfil the object of the Contract, guaranteeing the indemnity of Eiffage Energía against any claim for infringement of these rights;
- e) They are free from defects, including non-visible or latent defects, and/or hidden defects, in accordance with the technical engineering standards and other applicable standards;
- f) They are free of encumbrances and/or charges in favour of third parties not recognised by Eiffage Energía.

The Supplier shall exempt and indemnify Eiffage Energía from any expense, charge or encumbrance resulting from the Supplier's failure to fulfil its contractual obligations with its suppliers, contractors, employees, agents or any natural or legal person with whom it has entered into a commitment of any nature whatsoever.

The Supplier shall be responsible for correcting any defects that become apparent in the delivery of the Goods and Products covered by the Contract within the period indicated 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 kinds 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, at its own expense, carry out the repair, replacement, adjustment or modification in order to comply with the warranty, within the period of time granted for this purpose by Eiffage Energía. Eiffage Energía shall always have the option of choosing between the above-mentioned alternatives.

In the event that the Supplier's performance of its obligations proves unsatisfactory, or a defect in the quality of the Goods and Products is found and it fails or refuses to repair them within the period granted for this purpose, Eiffage Energía reserves the right, but not the obligation, to repair and/or replace the Goods and Products itself or through third parties at the Supplier's risk and expense. To this end, Eiffage Energía shall be authorised to withhold pending payments, to execute the bank guarantees provided by the Supplier and even to totally or partially reject the delivery of the Goods and Products, requiring in this case the refund of the amounts paid. However, the aforementioned circumstance shall not be grounds for any claim on the part of the Supplier. Furthermore, the Supplier shall be obliged to compensate Eiffage Energía for all losses and damages that it incurs through the Supplier's non-compliance with its obligations.

The hidden defects warranty will allow 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 extended in the event that the applicable legislation so provides, whereby all of the foregoing shall be without prejudice to the corresponding compensation for the damages that may have been caused.



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

12. ASSIGNMENT

It is expressly forbidden for the Supplier to assign any credit that may arise from the contractual relationship between the Parties, without the prior written approval of Eiffage Energía; therefore, the Supplier may not assign, transfer, novate or pledge the Contract in any manner, or any of the rights or obligations arising therefrom, without the aforementioned authorisation.

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

Any failure by the Supplier to comply with this Clause shall entitle Eiffage Energía to terminate the Contract and to charge the Supplier, whether it decides to terminate the Contract or to demand its performance, a penalty equivalent to the amount resulting from applying the percentage of 10% to the Price of the said Contract. The aforementioned penalty will be compatible with Eiffage Energía's receipt of compensation for the damages that the Supplier's non-compliance may have caused it.

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

13. OFFSETTING

Where Eiffage Energía has a credit against the Supplier, it may be totally or partially offset with any credit in favour of the Supplier, with a simple written communication, while complying with the conditions established for the offsetting of debts under the current legal framework.

14. UNFORESEEABLE CIRCUMSTANCES OR FORCE MAJEURE

In the event of unforeseeable or, if foreseeable, unavoidable circumstances, acts or events beyond the reasonable control of the Parties which prevent the performance of the respective obligations, neither Party shall be liable for the non-compliance with such obligations under the terms of applicable law.

The Supplier must notify Eiffage Energía, in writing and as soon as possible and, in any case, within TWO (2) DAYS from the date on which it becomes aware of such circumstances. Such notice shall contain a comprehensive documented explanation, to the reasonable satisfaction of Eiffage Energía, including details of the event or condition, the cause, the beginning and foreseeable end of the Unforeseeable Circumstances or Force Majeure situation and a statement of the actions to be taken to fulfil its obligations under the Contract.

In no case shall the following circumstances be considered a Force Majeure event, including, but not limited to, the following circumstances:

- (a) Financial hardship (including, without limitation, proceedings arising from bankruptcy);
- (b) Any unexpected change in the cost of Goods and Products;
- (c) Changes in market conditions;



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- (d) Shortage of labour and/or materials;
- (e) Delay or non-compliance by subcontractors, vendors and/or manufacturers;
- (f) Strike, lock-out and other labour dispute resolution measures directed against the Supplier, any of its subcontractors, vendors and/or manufacturers.

When, due to Unforeseeable Circumstance or Force Majeure, it is impossible to fulfil the contractual obligations for a period equal to or greater than THIRTY (30) DAYS consecutively or SIXTY (60) DAYS intermittently, Eiffage Energía may choose to terminate the Contract, without liability vis-à-vis the Supplier, with immediate effect from the date of notification.

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

15. ENVIRONMENTAL OBLIGATIONS

The Supplier undertakes to supply the Goods and Products contracted in accordance with Eiffage Energía's 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 shall be familiar with and provide its personnel with the Eiffage Energía Quality, Environment, Energy and Healthcare Product policies which are available from its website at the following link: <https://www.eiffageenergiasistemas.com/en/responsibility/quality-environment-and-energy-management/>.

The Supplier declares that he is aware of and undertakes to comply with the environmental legislation and regulations in force at any given time and to assume the costs inherent to said obligation.

The Supplier shall be obliged to provide documentary evidence of compliance with the applicable environmental legislation and/or derived from the application 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 contracts supplied.

The Supplier shall also provide information on products that form part of the supply and are or may be hazardous to health or the environment.

With regard to Eiffage Energía's internal environmental regulations, the Supplier declares that it is aware of and undertakes to comply with the following document, which is provided as **Annex I** to these 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 contracted in accordance with Eiffage Energía's 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 shall be familiar with and provide its personnel with the Eiffage Energía Quality, Environment, Energy and Health Product policies, which are available from its website at the following link: <https://www.eiffageenergiasistemas.com/en/responsibility/quality-environment-and-energy-management/>.

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

The Supplier shall be obliged to provide documentary evidence of compliance with legislation, national and/or international product standardisation norms and/or regulations derived from the application of the



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Quality, Environmental, Energy and Health Product management system applicable to the goods and services supplied, providing a copy of this documentation. This documentation may include, but is not limited to, 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 in the plant or factory in accordance with the legal regulations and standardisation norms applicable to the product.

The Supplier, in order to ensure that the conditions under which the supply of goods and products is provided are in accordance with Eiffage Energía's needs, may be audited at its own facilities. To this end, it authorises Eiffage Energía personnel, or the collaborating company it designates, to access its facilities and to produce the documentation required in the scope of the goods and products contracts.

The Supplier shall be periodically evaluated to ensure that the conditions under which it provides the supply of Goods and Products are in accordance with the requirements of the Quality, Environmental, 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 technicians of the works and services contracts. As a result of this periodic evaluation, the supplier may be removed from our supplier database and therefore will not be eligible to receive new contracts.

17. PENALTIES

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

17.1.1. DUE TO DELAYS

In the event of delays in the delivery of the Goods and Products for any cause not attributable to Eiffage Energía, Eiffage Energía shall be entitled to demand from the Supplier the penalties set out in the Special Conditions.

Failing this, a weekly penalty of 3% of the total price of the Contract will be applied for each week of delay.

Without prejudice to the foregoing, in the event of delays by the Supplier in delivery times, any loss or penalty suffered or incurred by Eiffage Energía vis-à-vis a third party, as well as any action and/or claim brought against Eiffage Energía by a third party, all as a consequence of such delay, shall be borne by the Supplier.

17.1.2. DUE TO ENVIRONMENTAL AND QUALITY NON-COMPLIANCE

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



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Failing this, a weekly penalty of 0.5% of the amount of the Goods and Products for which the 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 communicates to the supplier within the scope of application of its Quality, Environment, Energy and Health Product management system, Eiffage Energía will be entitled to apply the penalties established in the Particular Conditions to the Supplier.

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

17.2. The penalties provided for in these General Terms and Conditions may be lowered in the Contract.

In the event that the penalties reach an amount equivalent to 10% of the Price, Eiffage Energía may require the early termination of the Contract.

17.3. Eiffage Energía will be able to 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 caused to Eiffage Energía as a result of the delay can be quantified, and it exceeds the amount of the penalties calculated in accordance with the above, Eiffage Energía may demand, in addition to the penalties, the payment of the corresponding damages.

17.5. In addition to the above, in the event of non-compliance by the Supplier with the delivery deadlines, any loss or penalty suffered or incurred by Eiffage Energía vis-à-vis a third party, or any claim or action brought against Eiffage Energía by a third party as a result of such delay, shall be paid in full by the Supplier.

17.6. Failure to apply one or more penalties may not be construed to mean that Eiffage Energía waives the right to apply similar penalties or those that may arise a posteriori on the same grounds.

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

18. SUSPENSION, WITHDRAWAL AND TERMINATION

18.1. SUSPENSION

Upon prior written notice to the Supplier, Eiffage Energía may suspend in whole or in part the execution of the Contract for the period of time specified in said notification.

If the suspension is based on any grounds beyond Eiffage Energía's control (with the exception of Force Majeure), Eiffage Energía shall not be obliged 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 obliged to pay the Supplier:

(a) An amount equal to the Price of the Goods and Products which have already been satisfactorily delivered at the time of the notice of suspension, in accordance with the payment terms agreed in the Contract;



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(b) Any other amounts credited by the Supplier and which are directly related to the performance of the obligation, provided that they are accepted by Eiffage Energía.

Once the Supplier has been notified of the suspension, it shall immediately suspend performance of the obligation. Notwithstanding the foregoing, it shall be the Supplier's obligation to protect and preserve the Goods and Products, mitigating Eiffage Energía's costs and liabilities for those parts of the obligation that have been suspended.

The Supplier shall be obliged to immediately resume all obligations under the Contract, once so notified by Eiffage Energía and subject to the terms contained in said notification.

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

18.2. TERMINATION

The Contract may be terminated for any of the following reasons:

- (a) By mutual agreement of the Parties. In this case, the Parties shall enter into a termination agreement governing the conditions under which such termination shall take place;
- (b) By Eiffage Energía's unilateral will, by means of written notification to the Supplier with a notice period of TWENTY (20) calendar DAYS, and without the need for any justification;
- (c) Failure by the Supplier to comply with any of its obligations under the Contract (including, but not limited to, non-compliance with delivery deadlines, quality, etc.);
- (d) When penalties of an amount equivalent to 10% of the Price have been imposed on the Supplier;
- (e) When, for 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 that may or may not exceed the scope of the Supplier's company;
- (f) If Eiffage Energía considers that any conduct, act or omission of the Supplier (or of its subcontractors and/or suppliers) may be detrimental to the interests and/or reputation of Eiffage Energía, or affects any matter regulated in the Eiffage Energía Code of Ethics and Conduct.

Eiffage Energía may terminate the Contract in advance when any of the above-mentioned causes occur, without the Supplier being entitled to claim compensation or penalty from Eiffage Energía. The Supplier shall be notified of the decision in a verifiable manner. Upon receipt of the notice of termination 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 such notice of termination.

In the event of termination for the reasons set out in paragraphs (a) and (b) above, Eiffage Energía shall only be obliged to pay the amounts that have accrued in favour of the Supplier up to the time when the termination takes place as a consequence of the work carried out.



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In the event of termination for the causes set out in sections (c) to (f) above, the Supplier shall be obliged to pay Eiffage Energía, in addition to the penalties that may be imposed, compensation for the damages suffered as a result of the Supplier's non-compliance with and the early termination of the Contract.

19. VALIDITY

Acceptance of a Contract is automatically construed as having knowledge of and accepting these General Terms and Conditions of Purchase, which form an integral part of the Contract. Likewise, the total or partial delivery of the Goods and Products by the Supplier implies acceptance of the present document and of the Contract.

Any exception to any of the clauses of these General Terms and Conditions shall only be valid if accepted, in writing, by Eiffage Energía. Such exceptions shall only apply to the particular Contract for which they are expressly accepted and shall not extend to other past or future Contracts entered into by the Parties.

20. DATA PROTECTION

The Parties are respectively responsible for the processing of the personal data of the legal representatives signing the Contract, as well as of all professional contact data provided for its necessary execution. Furthermore, the Parties undertake to process such data in accordance with the provisions of *Regulation (EU) 2016/679 of 27 April 2016 (GDPR)* and the *Organic Law 3/2018 of 5 December (LOPDGDD)*, for the purpose of fulfilling the obligations under this Contract. The data will be kept for as long as the contractual relationship is maintained and, once it has ended, will remain duly blocked during the periods of limitation of possible legal actions and, once these periods have ended, will be deleted in such a way as to guarantee their total destruction. The data shall not be disclosed to third parties, barring legal obligation to do so. You are also informed that you may exercise your rights of access, rectification, portability and deletion of your data and those of limitation and opposition to their processing by writing to:

1. **Eiffage Energía** by e-mail to the following address: lopd.eie.spain@eiffage.com or by ordinary mail: Ctra. de Mahora, Km 3,200, 02006 Albacete, Spain.
2. **Supplier:** the Supplier's registered office is established as the address for the purposes of notifications for the exercise of these rights by ordinary mail. Other means of communication may also be implemented in the Particular Conditions of the Contract.

In the event of not obtaining a satisfactory response to the exercise of rights, a complaint may be lodged with the Spanish Data Protection Agency (AEPD) through its website (www.aepd.es) or through its postal address: C/ Jorge Juan, 6, 28001, Madrid, Spain.

Likewise, in the event that the performance of the obligation to deliver the Goods and Products entails the provision of Additional Services by the Supplier, the provisions of the General Terms and Conditions for the Contracting of Works and Services of Eiffage Energía shall apply.

21. COMPLIANCE

The Supplier represents and warrants that:

- It is expressly familiar with and undertakes to act in accordance with its relations with Eiffage Energía, on the basis of the provisions set out in:



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- The 10 Principles of the United Nations Global Compact on human rights, labour, environment and anti-corruption to which Eiffage Energía has adhered.
- The Ethics and Conduct and Criminal Risk Prevention Codes published on the Eiffage Energía website <https://www.eiffageenergiasistemas.com/en/persons/values-and-ethics-code/>
- **Annex II** of these General Terms and Conditions, on Compliance.
- That, if it becomes aware of a non-compliance with the latter by Eiffage Energía, the Supplier is obliged to notify the Eiffage Energía Compliance Committee of the breach through its ethical channel, which is available through the following link: <https://eiffage.integrityline.org/>
- Eiffage Energía may carry out as many audits as the Supplier deems appropriate in order to verify compliance with the provisions of this clause, provided that it gives the Supplier at least FIFTEEN (15) days' prior written notice.

Failure by the Supplier to comply with any of the above obligations will entitle Eiffage Energía to terminate the Contract.

The Supplier shall be liable for all damages caused to Eiffage Energía as a consequence of the non-compliance referred to in the previous paragraph.

22. CONFIDENTIALITY

The contents of these General Terms and Conditions and all annexes attached hereto, the Contract (where applicable), as well as all information regarding any element related to the performance of the obligation, customers, suppliers, working methodology, technical documentation, projects, know how, or any other aspect or matter of the business activity that a party ("**Issuing Party**") has communicated to another party ("**Receiving Party**") by any means, or to which the other party has had access, shall be considered as "**Confidential Information**".

Information shall not be deemed Confidential Information where:

- a) It is in the public domain on the signing date of this Contract;
- b) It becomes public knowledge after the signing of the present Contract for reasons not attributable to the Party.
- c) It must 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 Receiving Party, both during and after the term of this Agreement, except with the prior express written consent of the Receiving Party and as may be necessary for the purposes of this Agreement. Each Party undertakes to:

- a) Protect Confidential Information reasonably and appropriately, or in accordance with applicable professional standards;
- b) Keep secret all Confidential Information obtained in the development and execution of these General Terms and Conditions and the corresponding Contract, using the utmost diligence and care to protect the Confidential Information;
- c) Use the Confidential Information exclusively for the execution of the obligations arising from these General Terms and Conditions and the corresponding Contract;



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- d) Reproduce the Confidential Information only to the extent necessary to perform its obligations under these General Terms and Conditions;
- e) Limit, as far as possible, the number of persons who have access to the Confidential Information, with each Party being responsible for ensuring that those persons who have access to the Confidential Information maintain the required confidentiality;

Upon end or discharge or termination of the Contract for any reason or upon written request by Eiffage Energía during the term of the Contract, the Supplier must immediately deliver to Eiffage Energía, at the latter's address, all Confidential Information which, if any, was in its possession or in the possession of its subcontractors, or alternatively certify to Eiffage Energía that it has been destroyed.

The Supplier may not publish articles, photographs or advertisements relating to or to which it has access as a result of any work it carries out as a result of 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 obliged to obtain prior written authorisation. In the event that such authorisation is granted, the Supplier undertakes to use them for the sole purpose of complying with these General Terms and Conditions and, where applicable, with the Contract signed, complying with all the instructions and rules relating to this use that are communicated to it by Eiffage Energía.

The Supplier is liable to Eiffage Energía and to third parties for any damage that may arise for one or the other as a result of non-compliance with the above commitments and will compensate Eiffage Energía for any compensation, penalties or claims that the latter may be obliged to pay as a result of such non-compliance.

This obligation of confidentiality shall remain in place TEN (10) YEARS after the date of termination of the relevant Contract.

23. INTELLECTUAL AND INDUSTRIAL PROPERTY

All industrial and/or intellectual property rights over the developments, designs, applications, plans and any other type of information and/or documentation, which are necessary for the execution of the Contract and which have been effectively developed by the Supplier, shall correspond to the Supplier, with Eiffage Energía enjoying an authorisation or licence for their use, maintenance, repair, modification or improvement, perpetual, irrevocable, non-exclusive, free of payment of *royalties* and transferable to third parties. Notwithstanding the foregoing, the plans, technical specifications and designs of the project covered by the Contract shall be the property of Eiffage Energía, which shall be entitled to reproduce the latter without limitation.

Without prejudice to the above, the developments, designs, applications, plans and any other type of information and/or documentation developed by Eiffage Energía in relation to the Contract shall naturally be the property of Eiffage Energía.

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



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24. APPLICABLE LAW AND JURISDICTION

- 24.1. Unless otherwise provided for in the Contract, the Contract shall be governed by the laws in force in the Kingdom of Spain.
- 24.2. For any litigious matters that may arise as a result of the performance of or non-compliance with these General Terms and Conditions, as well as any controversy, discrepancy, question or claim arising or that may arise as a result of the interpretation or execution of these General Terms and Conditions and/or the Contracts or related either directly or indirectly thereto, the Parties shall submit themselves exclusively to the jurisdiction of the Law Courts of Albacete city, waiving any other jurisdiction that may correspond to them.

25. EQUALITY

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

To safeguard equality and non-discrimination between men and women, Eiffage Energía collaborates with different social non-governmental organisations and has the IV Equality Plan, published on 5 October 2023 in the Register of Collective Agreements, which is applicable to all Eiffage Energía staff.

"We believe that equality is one of the core values of our culture and we are firmly committed to it", which is why Suppliers are required to comply with the principles set out in current legislation on equality, for the effective equality of women and men.

Accordingly, the Supplier undertakes to comply strictly in the performance of its obligations with the criteria and principles laid down in the aforementioned current equality legislation.

Eiffage Energía's Equality Policy can be consulted at the following link:

<https://www.eiffageenergiasistemas.com/en/persons/equality/https://www.eiffageenergiasistemas.com/en/persons/equality/>.



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SIGNED BY SUPPLIER:

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|-----------------------------------|--|-----------------------------------|--|
| Company name: | | Tax ID (NIF) no.: | |
| Name of the legal representative: | | National Identity Card (DNI) no.: | |
| Date: | Signature of the representative and company stamp: | | |

Each page of this document must be signed and stamped.



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ANNEX I

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



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| GOODS / SERVICES CONTRACTED | | DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR | COMMENTS |
|--|---------------|---|---|
| | HAZARDOUS | <ul style="list-style-type: none"> Regional Government Authorisation for the Management of Hazardous Waste and NIMA Authorisation of the Regional Government for the Transport of Hazardous Waste and NIMA. Waste Treatment Contract (1 document per waste or 1 document containing all EWL codes for waste to be treated). Notification of shipment issued by authorised manager. Environmental Identification Document or DCS of the removals made on Eiffage Energía sites, stamped by the Manager (1 document per removal). | Ensure that they have authorisation from the Regional Government where the work or service is being carried out for the management of the waste for which they will be responsible. |
| WASTE MANAGER AND/OR WASTE CARRIER | NON-HAZARDOUS | <ul style="list-style-type: none"> Authorisation of the Regional Government for management and transport of Non-Hazardous Waste/NIMA Authorisation of the Regional Government and NIMA of the authorised landfill, if applicable. Waste Treatment Contract (1 contract per waste or 1 contract containing all EWL codes for waste to be treated). Notification of shipment issued by authorised manager (only for non-hazardous waste intended for disposal (operation D), or mixed municipal waste, EWL code 20 03 01). If applicable, evidence of delivery to Local Authorities or public collection systems (e.g. Deixelleries (waste collection points) in Catalonia) Identification documents (1 document/waste) and delivery notes for delivery to an authorised waste manager or landfill site for each removal. | <p>See lists of the Competent Body of the Autonomous Community.</p> <p>Landfill sites must be authorised by the Regional Government or Local Authority where the work or service is being carried out.</p> <p>Ensure that they have authorisation from the Regional Government where the work or service is being carried out for the management of the waste for which they will be responsible.</p> |
| WASTE MANAGEMENT BY THE SUPPLIER / THIRD-PARTY CONTRACTOR (e.g. maintenance workshops for own vehicles and machinery, subcontractors for civil works or facilities, etc.) | HAZARDOUS | <ul style="list-style-type: none"> Registration of the Supplier in the Register of Producers / Small Producers of Hazardous Waste / NIMA. Copy of contract between supplier and authorised hazardous waste manager (1 document per waste or 1 document containing all EWL codes for waste to be treated). Copy of the Contract / Acceptance Document between the supplier and his authorised hazardous waste manager. Authorisation from the Regional Government for the Management of Hazardous Waste to the manager / transporter contracted by the subcontractor. Valid for five years (Renewable by the Environmental Authority). Copy of the Identification Document or environmental DCS of the removals carried out in the works contracted by Eiffage Energía. | Ensure that they have authorisation from the Regional Government where the work or service is being carried out for the management of the waste for which they will be responsible. |



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| | NON-HAZARDOUS | <ul style="list-style-type: none"> • Registration of the Supplier in the Register of Producers / NIMA. • Copy of contract between supplier and authorised non-hazardous waste manager (1 document per waste or 1 document containing all EWL codes for waste to be treated). • Authorisation of the Regional Government for the management and transport of non-hazardous waste. • If applicable, authorisation for dumping at a Clean Point from an authorised manager or transporter. • If applicable, copy of delivery note for delivery of inert waste (e.g. from civil works) to authorised landfill. • If applicable, evidence of delivery to Local Authorities or public collection systems (e.g. Deixalleries (waste collection points) in Catalonia) • Notification of shipment issued by authorised manager (only for non-hazardous waste intended for disposal (operation D), or mixed municipal waste, EWL code 20 03 01). • Identification documents (1 document per removal) and delivery notes for delivery to an authorised waste manager or landfill site. | <p>Ensure that they have authorisation from the Regional Government where the work or service is being carried out for the management of the waste for which they will be responsible.</p> |
| PURCHASE OF HAZARDOUS MATERIALS / SUBSTANCES | | <ul style="list-style-type: none"> • Copy of the ADR (transport of dangerous goods by road) authorisation for the supplier's vehicle and driver. • Transport document. • Safety data sheet of the products supplied. | |



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| GOODS / SERVICES CONTRACTED | DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR | COMMENTS |
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| PURCHASE OF VEHICLES / COMMERCIAL VEHICLES / TRUCKS | <ul style="list-style-type: none"> Vehicle/truck data sheet showing compliance with emission regulations. | Ensure that the vehicles purchased comply with the vehicle emission standards in force when the contract is signed. |
| RENTING / LEASING OF VEHICLES AND MACHINERY | <ul style="list-style-type: none"> Vehicle/truck data sheet showing compliance with emissions regulations. Provide a list of authorised workshops for vehicle maintenance, which must comply with hazardous waste management regulations. | <p>Ensure that the rental/leased vehicles comply with the vehicle emissions regulations in force when the contract is signed.</p> <p>Ensure that the workshops used for the maintenance of leased vehicles comply with the regulations in hazardous waste management</p> |
| HYDRAULIC TESTING OR FLUSHING (WASTEWATER DISCHARGE) | <ul style="list-style-type: none"> Municipal discharge connection licence, in the case of discharge into the municipal sewage system. Discharge authorisation from the Hydrographic Confederation, in the case of discharge into a public watercourse. Documentation requested for the "Waste Management by the Supplier / Third-Party Contractor" section. | Ensure that they have authorisation from the Regional Government where the work or service is being carried out for the management of the waste for which they will be responsible. |
| INSTALLATION OF TOILETS ON CONSTRUCTION SITES OR REMOVAL OF SLUDGE FROM SEPTIC TANKS | <ul style="list-style-type: none"> Authorisation for the management of sludge from septic tanks or portable toilets from the Regional Government where the work is carried out. Copy of the delivery notes of the entry of the removed sludge at the management facility (WWTP or authorised management company). In case of management by an authorised waste management company, copy of their authorisation from the authorised waste manager. | Ensure that they have authorisation from the Regional Government where the work or service is being carried out for the management of the waste for which they will be responsible. |
| HYGIENIC SANITARY MAINTENANCE FOR THE PREVENTION OF LEGIONELLOSIS <small>(whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in rented offices / warehouses).</small> | <ul style="list-style-type: none"> Registration in the Register of Installation and Maintenance Companies authorised by the Regional Government. Ministry of Health-approved training of the operators who carry out the service. Hygiene and sanitary maintenance reports of the contracted facilities according to the statutory frequency. | Autonomous Community where the company's registered office is located |
| REGULATORY MAINTENANCE OF HIGH VOLTAGE INSTALLATIONS <small>(whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in rented offices / warehouses).</small> | <ul style="list-style-type: none"> Authorisation for High Voltage Installation and Maintenance Company. Maintenance reports of the contracted fire protection installations according to the statutory frequency. | Autonomous Community where the company's registered office is located |
| STATUTORY MAINTENANCE OF FIRE EXTINGUISHING SYSTEMS <small>(whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in rented offices / warehouses).</small> | <ul style="list-style-type: none"> Authorisation as a Fire Protection Equipment Installation / Maintenance Company. Maintenance reports of the contracted fire protection installations according to the statutory frequency. | Autonomous Community where the company's registered office is located |



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| <p>MAINTENANCE OF AIR CONDITIONING EQUIPMENT</p> <p>(whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in rented offices / warehouses).</p> | <ul style="list-style-type: none"> • Authorisation as a Fire Protection Equipment Installation / Maintenance Company • Authorisation for Refrigeration Installation / Maintenance Company • Authorisation for the handling of fluorinated greenhouse gases of both the contracted company and the personnel assigned to the work or service contracted by Eiffage Energía. • Maintenance reports of the contracted thermal installations according to the statutory frequency. | <p>Autonomous Community where the company's registered office is located</p> |
| <p>LIFTING EQUIPMENT MAINTENANCE (LIFTS, OVERHEAD CRANES, ETC.)</p> <p>(whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in rented offices / warehouses).</p> | <ul style="list-style-type: none"> • Authorisation as a Lifting Equipment Installation / Maintenance Company • Maintenance reports on lifting equipment contracted according to the statutory frequency. | <p>Autonomous Community where the company's registered office is located</p> |



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| GOODS / SERVICES CONTRACTED | DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR | COMMENTS |
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| PURCHASE OF MACHINERY AND EQUIPMENT (INCLUDING MEASURING EQUIPMENT) | <ul style="list-style-type: none"> • Certificates of conformity (CE marking certificate) • User manual and instructions. • Registration of Equipment Calibration Certificates (recommended in laboratories accredited by ENAC 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, before delivery to the works/service department. |
| LEASING OF MACHINERY AND EQUIPMENT (including the contracting of companies for the hire of equipment or the carrying out of electrical, topographical, mechanical tests and measurements, etc.) | <ul style="list-style-type: none"> • Copies of Equipment and Machinery Maintenance Records. • Technical Vehicle Inspection (MOT) and certificates of conformity (CE marking certificate) where applicable. • Maintenance waste management documentation [See corresponding section], where applicable. • Copies of the Calibration Records for Measuring Equipment (recommended in ENAC-accredited laboratories) (*) | (*) Calibration valid for a maximum period of 3 years prior to the date of leasing or contracting of tests. |
| CONCRETE SUPPLY (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company). | <ul style="list-style-type: none"> • Certificate of conformity (CE marking) 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 RD 163/2019, by means of one of the following documents: <ul style="list-style-type: none"> ○ o Certificate of Inspection by Authorised Control Body at the concrete batching plant (mandatory from 1 April 2021, unless the plant has an accredited quality label or mark). ○ If you have a recognised quality label or accredited mark, copy of the valid certificate of the quality label (*). • Batching certificates for the type(s) of concrete to be supplied • Pre-testing of the types of concrete to be supplied according to the batching certificate | (*) <ul style="list-style-type: none"> - Quality Management System Certificate UNE-EN ISO 9001, issued by certification body accredited by ENAC, including the manufacturing plant from which the concrete is supplied. - Quality labels officially recognised (DOR) by the Spanish Ministry of Public Works and Transport: <ul style="list-style-type: none"> • AENOR N Mark for concrete • A+ LGAI Mark for Concrete • AW Mark for concrete • BVC Mark for concrete |
| HOT BITUMINOUS MIX (HBM) SUPPLY (whether contracted directly by Eiffage Energía and subcontracted by Eiffage Energía to another company). | <ul style="list-style-type: none"> • Certificate of Conformity (CE marking) for hot bituminous mix (HBM). • Delivery notes of the bituminous mix on site. | |
| WATER SUPPLY (whether contracted directly by Eiffage Energía and subcontracted by Eiffage Energía to another company). | <ul style="list-style-type: none"> • Authorisation from the owner (city council, irrigation association, etc.) of the water supply point. In the case of local councils, application by means of a water supply bulletin. • Authorisation, where applicable, from the Hydrographic Confederation or corresponding Water Agency of the water supply point. | |
| MATERIALS TESTING LABORATORIES | <ul style="list-style-type: none"> • Authorisation of the Regional Government as a testing laboratory for the quality control of building construction on the basis of the requirements established in Royal Decree 410/2010. • Where applicable, ENAC accreditation as a testing laboratory. | It must ensure that they have authorisation for the material tests to be conducted on the work or service. |



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| | <ul style="list-style-type: none"> Delivery of material test reports prior to the execution of the work units where the tested materials are used. | |
| CALIBRATION LABORATORIES | <ul style="list-style-type: none"> Accreditation by ENAC as a UNE EN calibration laboratory. ISO 17025 (**) 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 testing laboratories in one or more areas accredited by ENAC. If the area in which calibration is required is not accredited by ENAC, calibrations with traceability to calibrated standards in ENAC laboratories would be requested. |
| ELECTRICAL CABLE TESTING LABORATORY | <ul style="list-style-type: none"> Authorisation from the Electricity Company to carry out tests on low and high voltage underground cables. Calibrations of equipment with traceability to ENAC and/or ILAC international accredited standards. | |
| GOODS / SERVICES CONTRACTED | DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR | COMMENTS |
| APPROVED INSPECTION BODIES | <ul style="list-style-type: none"> Authorisation by the Regional Government as an Authorised Control Body. ENAC certification as an inspection body. | <p>It must ensure that they have authorisation for the units of work to be inspected on the site or service.</p> <p>R.D. 2200/1995, of 28 December 1995, approving the Regulation on the Infrastructure for Industrial Quality 2 and Safety</p> |
| MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING EQUIPMENT AND DEVICES FOR LOW VOLTAGE ELECTRICAL INSTALLATIONS | <ul style="list-style-type: none"> Supplied with the equipment, materials and/or devices indicated in the Contracts submitted by Eiffage Energía, provide documentary evidence of compliance with ITC-BT-02 Reference Standards in the Low Voltage Electrotechnical Regulations of Royal Decree 842/2002, of 2 August, approving the Low Voltage Electrotechnical Regulations, including any subsequent modifications to said ITC. | |
| 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 indicated in the Contracts sent by Eiffage Energía, they will provide documentary evidence of compliance with ITC-LAT 02 Standards and technical specifications of mandatory compliance with Royal Decree 223/2008, of 15 February, approving the Regulation on technical conditions and safety guarantees on high-voltage power lines and its complementary technical instructions ITC-LAT 01 to 09, including the modifications that have subsequently been made to said ITC. Supplied with the equipment, materials and/or devices indicated in the Contracts sent by Eiffage Energía 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 in high-voltage electrical installations and its Complementary Technical Instructions ITC-RAT 01 to 23 including any subsequent modifications to said ITC. | |



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| <p>MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING CONSTRUCTION PRODUCTS SUBJECT TO CE MARKING</p> | <ul style="list-style-type: none"> • Supplied with the materials indicated in the Contracts submitted by Eiffage Energía the declaration of performance and CE marking (certificate of conformity of factory 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. | |
| <p>SUBCONTRACTORS CARRYING OUT MEASUREMENTS WITH DEVICES OR EQUIPMENT SUBJECT TO CALIBRATION (***)</p> | <ul style="list-style-type: none"> • Supplied with a copy of the calibrations of the apparatus and equipment used carried out by a calibration laboratory accredited by ENAC or a laboratory with traceable standards with ENAC accreditation. Internal verifications carried out by the company shall be admitted provided that they are carried out with respect to standards calibrated in a calibration laboratory accredited by ENAC or a laboratory with traceable standards with ENAC accreditation. | <p>(***) The period between calibrations or internal verifications shall not exceed THREE years from the date of purchase of the apparatus or equipment with calibration certificate by the manufacturer, external laboratory or internal verification.</p> |



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ANNEX II COMPLIANCE

1. ETHICAL AND CONDUCT COMMITMENTS

By virtue of the provisions of these General Terms and Conditions, the Supplier undertakes to:

- Comply with all applicable legislation and/or regulations at state, regional, provincial and local level, in accordance with the territorial scope of the activity.
- Reject any conduct, practice or form of corruption, stating that there is awareness and an internal policy of zero tolerance for this type of practice and expressly prohibits any action of this nature.
- Comply with Anti-Corruption and Prevention of Money Laundering and Terrorist Financing standards.
- Be up to date with the payment of its tax and labour obligations.
- Comply with the 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 that may involve the violation of human rights.
- Maintain a working environment that respects the dignity of all people and avoids any type of conduct that violates the fundamental rights protected by the Spanish Constitution and the general legal system.
- Comply with the requirements established by regulations, agreements, conventions or individual contracts, in relation to wage obligations, working hours, breaks, 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 that protects workers.
- Not use child labour in any activity related to the object from which it derives its status as a supplier, being expressly committed to compliance with the standards dictated by the International Labour Organisation on this matter.
- Respect the environment in conducting the activity provided.
- Verify that the services provided meet the quality and safety criteria required by law, as well as the standards requested by Eiffage Energía.
- In order to fulfil the activities subject to the performance undertaking, the Supplier may not use fraudulent, irregular, illicit means or means that could lead to a penalty for itself, or jointly and severally or subsidiarily, with respect to Eiffage Energía.
- Advise Eiffage Energía of any economic or other relationship that could involve a conflict of interest with customers, adopting the necessary measures to prevent it from interfering in the relationship with the customer.
- Prohibit the acceptance by employees of any personal benefits, gifts, entertainment, favours or other compensation from customers. Also, 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 as personal benefits. It is likewise forbidden to receive or offer any kind of remuneration or financing from or to clients, as well as, in general, to accept or offer any kind of external remuneration for services derived 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 public companies or bodies, whether in Spain or abroad.
- In the event that the provision of the activity conducted by the Supplier, with the prior agreement of Eiffage Energía, is carried out through other subcontractors, the latter shall be obliged to comply with these commitments or obligations, for which purpose the Supplier shall perform the necessary actions to forward to and inform the subcontractor of the content of the latter and, if necessary, obtain the signature of this annex containing these obligations and/or commitments.



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- Not commit or consent to the committing by persons under their direction, 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 under Spanish criminal law in its current or future version.
- 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, detect and avoid the commission within its organisation of any of the offences that 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 government authority nor an instrument of a government.
2. None of the directors, owners, officers, directors or agents of the Supplier is a Public Official.
3. No Public Official is associated with or has any equity shareholding, either directly or indirectly, in the Supplier, nor has any legal or beneficial interest in the proposed relationship provided for in these 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 (*Specially Designated Persons List*) published by the United States Office of Foreign Assets Control (*U.S. Treasury Office of Foreign Assets Control* (OFAC)) is neither subject to economic sanctions imposed by the United States nor subject to financial sanctions or embargoes under the common foreign and security trade sanctions policy of the European Union, 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, either directly or indirectly, of a Blocked Person or Restricted Country.
5. In relation to its activities with or on behalf of Eiffage Energía, it is not developing and will not develop, directly or indirectly, any kind of relationship or business dealings with a Blocked Person or Restricted Country.

3. HUMAN RIGHTS

Specifically, with regard to Human Rights, the Supplier makes the following representations and warranties to Eiffage Energía:

- Human rights due diligence process.

The Supplier shall establish and maintain a Human Rights Due Diligence process appropriate to its size and circumstances to identify, prevent, mitigate and account for how the Supplier addresses the human rights impacts of its activities on the human rights of persons directly or indirectly affected by its supply chains, consistent with the UN Guiding Principles on Business and Human Rights. Such Due Diligence will be consistent with the 2018 OECD Due Diligence Guidance for Responsible



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Business Conduct (https://www.oecd.org/en/publications/oecd-due-diligence-guidance-for-responsible-business-conduct_15f5f4b3-en.html).

- Relay the commitment to the supply chain beyond the direct contractual relationship.

The Supplier shall relay the obligations set out in this section and in the Eiffage Energía Code of Ethics (<https://www.eiffageenergiasistemas.com/persons/values-and-ethics-code>) to the entire supply chain affecting the Goods and/or Products contracted under this document. To this end, the Supplier shall map and monitor its supply chain to determine whether its products are produced with human rights protection in the most remote links of the chain, below the subcontractors and/or suppliers with which it has a direct contractual relationship.

The Supplier shall engage with its own subcontractors and suppliers in Due Diligence to ensure compliance with the respect and protection of human rights. These relationships shall be formalised in written contracts guaranteeing conditions at least as protective as those established by Eiffage Energía. The Supplier shall maintain records of said written contracts to demonstrate compliance with its obligations hereunder and shall deliver said records to Eiffage Energía upon reasonable request.

- Remediation plan.

Human Rights Due Diligence by virtue of this document may include the implementation and monitoring of a Remediation Plan by the Supplier to address issues identified through the Due Diligence process conducted.

- Operational Level Complaints Mechanism.

During the term of this document, the Supplier shall maintain an adequately funded and governed non-judicial whistleblower channel or grievance mechanism to effectively address, prevent and remedy any adverse human rights impacts that may occur in connection with this document.

This whistleblowing channel or complaints mechanism should be legitimate, accessible, predictable, equitable, transparent, rights-compliant and based on engagement and dialogue with affected stakeholders, including workers.

The Supplier shall be able to demonstrate that its operation can provide written reports to Eiffage Energía upon reasonable request.

- Audits and disclosure of information.

Subject to the Supplier's reasonable security and confidentiality procedures, Eiffage Energía, or any third party contracted by the Supplier, may at any time, upon reasonable notice to the Supplier of at least 10 days during normal business hours, audit the Supplier's facilities, policies, procedures and records related to the performance of human rights practices to ensure compliance with this section.

The Supplier shall disclose information on all matters relevant to the Human Rights Due Diligence process in a timely and accurate manner to Eiffage Energía in relation to the Goods and/or Products contracted hereunder.

- Rescission/Termination.

The following events shall be deemed to impair the usefulness of this document in a material way or constitute a fundamental non-compliance with this document and may be terminated by Eiffage Energía with immediate effect and without penalty:



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- (a) Failure by the Supplier to comply with the Due Diligence for Responsible Business Conduct as set out in the 2018 OECD Due Diligence Guidance for Responsible Business Conduct; or
- (b) Failure by the Supplier to comply with its obligations under a Remediation Plan.

- Notification.

Within two (2) days of (i) the Supplier having reason to believe that any potential or actual violation of human rights exists, or (ii) receipt of any oral or written notification of any potential or actual violation, the Supplier shall provide Eiffage Energía with a detailed summary of:

- (1) The factual circumstances relating to said violation;
- (2) The investigation and remediation that has been carried out and/or is planned; and
- (3) Support for the Supplier's determination that the investigation and remediation has been or will be effective, adequate and proportionate to the violation.

Should Eiffage Energía become aware of a breach that has not been effectively remedied, Eiffage Energía, in collaboration with other contractors or employers of the Supplier, where legally appropriate, shall require the Supplier to prepare a Remediation Plan. The purpose of the Remediation Plan will be to restore, as far as commercially practical, the affected persons to the situation they would have been in had the adverse human rights impacts not occurred. The plan shall include a timetable and objective milestones for correction or remediation. The Supplier shall provide Eiffage Energía with reasonable and satisfactory evidence of the implementation of the Remediation Plan and demonstrate that the affected parties involved and/or their representatives are being regularly consulted.

