

GENERAL TERMS AND CONDITIONS FOR WORKS AND SERVICES

1. OBJECT

These General Terms and Conditions for Works and Services ("**General Terms and Conditions**"), establish the general terms and conditions subject to Spanish law that are entered into between companies of the Eiffage Energía Sistemas Group ("**Eiffage Energía**") and the counterparty ("**Subcontractor**"), for the contracting of Works and Services. Eiffage Energía and the Subcontractor shall be referred to individually as the "**Party**" and collectively as the "**Parties**".

2. SCOPE OF APPLICATION

- 2.1. These General Terms and Conditions shall apply to all contracts for Works and Services, unless otherwise agreed between the Parties in the Contract, Special Conditions or Contract.
- 2.2. All contracts entered into 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 take precedence over the latter.
- 2.3. The execution of the Works and Services and/or the delivery of any Additional Goods and Products by the Subcontractor to Eiffage Energía shall automatically be construed as knowledge, acceptance and unreserved adherence to these General Terms and Conditions by the Subcontractor, even in the event that no Contract is formalised 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. Any conditions and specifications inserted by the Subcontractor 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. These General Terms and Conditions shall remain valid indefinitely.
- 2.8. The Subcontractor declares that it is aware of and subscribes to the Eiffage Group Values and Principles published on our website: <https://www.eiffageenergiasistemas.com/en/persons/values-and-ethics-code/>.

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 Subcontractor is resident, any law court, tribunal or arbitrator and any securities exchange agency or body or authority regulating such securities exchange.



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"Additional Goods and Products" means, but is not limited to, those goods, equipment, materials, tools, consumables, products and/or tangible items provided by or on behalf of the Subcontractor to Eiffage Energía as part of or in connection with the Works and Services and which are defined and set out in the relevant Contract.

"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.

"Provisional Acceptance Certificate" means the document issued by Eiffage Energía accrediting that the Works and Services have been provisionally received. This document shall also include any necessary modifications or corrections of deficiencies found during the relevant inspection and/or tests.

"Final Acceptance Certificate" means the document issued by Eiffage Energía accrediting that the Works and Services have been definitively received, once the Guarantee Period has elapsed.

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

"Days" means calendar days, counted from Monday to Sunday. 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.

"Project Management" means the competent technician or technicians, appointed by Eiffage Energía and/or the Promoter, in charge of the technical management and technical control of the execution of the Works and Services.

"Eiffage Energía" means any company of the Eiffage Energía Group that 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. (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 document applicable for invoicing by the Subcontractor in Spain and published on the Eiffage Energía website (<https://www.eiffageenergiasistemas.com/en/purchasing-policy/>).

"Works and Services" means the works and/or services for which Eiffage Energía engages the Subcontractor.

"Work Stoppage" means that work stoppages entitling the Subcontractor to a claim for extra costs or price increases shall be considered only those work stoppages that render the Subcontractor unable to perform



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any of the contracted tasks, regardless of who in its team performs them and provided that Eiffage Energía obtains from its client such recognition upon request of the Subcontractor. For these purposes, in order to consider a stoppage as a Work Stoppage, it must be justified that the work stoppage time exceeds 10% of the contractual planning cumulatively throughout the period of the Contract, providing documented proof of the latter to the works manager at the time that it is partially taking place, in such a way that it can be justified.

"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.

"Warranty Period" means the period during which the Subcontractor shall guarantee the proper functioning of the Goods and Products or that the Goods and Products are free from defects and in perfect working order.

"Personnel" means all employees, as well as any other natural person or legal entity related, directly or indirectly, to the Subcontractor who is to perform the Works and Services.

"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 Value Added Tax (VAT).

"Developer or Owner" means any natural person or legal entity who is the ultimate owner of the Works and Services and/or additional Goods and Products executed and/or supplied by the Subcontractor.

"Subcontractor" means the natural person or legal entity responsible for performing the Works and Services subject to the provisions of these General Terms and Conditions and the Contract.

"Subcontract" means the contract under which the Subcontractor entrusts the execution of any work and/or service to a third party.

"Additional Work" means work(s) to be performed by the Subcontractor subject to the terms and prices agreed in the Contract.

If any additional work is required that has not been previously budgeted by the Subcontractor and accepted by Eiffage Energía, it shall be essential, both for its execution and for the payment of its amount, that quantities and prices have been previously approved by means of an addendum signed by the legal representatives of the Parties, which shall be attached to the Contract, becoming a part thereof. Otherwise, Eiffage Energía declines all responsibility for payment of the work carried out, even if Eiffage Energía personnel assigned to the work have acquiesced. In the absence of unit prices agreed in the contract, said prices shall be negotiated specifically, based on market prices. The Subcontractor may not refuse to execute said works where the latter amount to less than 15% of the value of the Contract and the means required are those available on site.

In no case shall indirect costs be considered, as these were initially considered in the unit prices to be applied. Nor shall works carried out for safety or ancillary reasons be considered as additional. Payment for the work shall be on the basis of finished units and drawings, including associated documentation where necessary.

4. PERFORMANCE OF OBLIGATION

4.1. The performance of the obligation to execute the Works and Services shall be at the Subcontractor's sole risk, liability and responsibility, and the economic outcome thereof shall be at the sole expense of the Subcontractor.



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- 4.2. The Subcontractor shall perform the Works and Services in compliance at all times with the applicable laws and regulations and with all instructions received from Eiffage Energía.
- 4.3. The Works and Services contracted in their execution are understood to be completely finished and/or in operation.
- 4.4. The Subcontractor undertakes, at its own expense and without any obligation on the part of Eiffage Energía to make any payment, to re-execute the works carried out deficiently in the opinion of Eiffage Energía and/or at the request of the Project Management on the part of the Owner.
- 4.5. The Subcontractor shall be responsible for the safety and signalling of the Works and Services, and shall provide all the means and materials necessary for this purpose, assigning the relevant personnel for their installation and daily control. In addition to the above, the Subcontractor shall be obliged to appoint an interlocutor as sole representative vis-à-vis Eiffage Energía.
- 4.6. The Subcontractor shall be responsible and liable for the transport to the site of all materials, equipment, tools and machinery to be provided, as well as their receipt on site, unloading, proper storage, movement, handling on site of all materials, equipment, tools, spare parts and necessary machinery that the Subcontractor is obliged to provide, as well as those that are provided by Eiffage Energía within the object and scope of the contracted Works and Services.
- 4.7. The Subcontractor shall also be responsible, where appropriate, for the construction of auxiliary installations in the areas indicated for this purpose by Eiffage Energía and/or the Project Management (such as offices, warehouses, workshops, changing rooms, toilets, etc.), the supervision of the works and cleaning of the latter during their execution, as well on completion of the Works and Services. To this end, the Subcontractor shall be obliged to remove at its own expense and without delay the remains of the materials used by the latter.
- 4.8. Eiffage Energía reserves the right to refuse surpluses supplied, even if they are reflected 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, or unless Eiffage Energía expressly accepts the invoicing of additional units. For these purposes, in the event that the Subcontractor considers that it is entitled to an extension of the execution deadline or to an increase in the quantities and prices of the Contract, it shall notify Eiffage Energía as soon as possible and, in any event, within fifteen (15) Days after the Subcontractor becomes aware, or should become aware, of the event or circumstance entitling it to said extension of the execution deadline of the works and/or to an increase in the quantities and prices of the Contract. In the event that the Subcontractor fails to notify Eiffage Energía of the claim within the fifteen (15) day period indicated, the Subcontractor shall not be entitled to claim any extension of the execution deadline, nor to claim any increase in the quantities and prices of the Contract, and Eiffage Energía shall be exonerated from any liability in relation to the claim. In the event that the Subcontractor makes a claim in the manner set out in this paragraph, said claim shall comprise, at a minimum, all documentation and/or information supporting said claim for extension of the time for performance and/or the quantities and prices of the Contract. Upon receipt of the claim, Eiffage Energía shall have thirty (30) days to approve or disapprove the claim made by the Subcontractor, at its sole discretion.
- 4.9. The Subcontractor shall have a maximum period of five (5) Days to accept or reject in writing each Contract; in the event that the Subcontractor fails to make a decision as defined herein, Eiffage Energía shall be entitled to formally cancel the Contract. In the event that the Subcontractor commences performance of the Works and Services without having expressly accepted it within the indicated period, the Contract shall be deemed to have been accepted without reservation.



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- 4.10. In the event that the execution of the Works and Services includes the supply of Additional Goods and Products, the Subcontractor shall comply, in addition to the provisions of these General Terms and Conditions, with the obligations set forth in the **Eiffage Group General Terms and Conditions of Purchase of Goods and Products**.
- 4.11. The Subcontractor shall not be exempt from any of its obligations regarding the performance of the Works and Services and the obligation to deliver the Goods and Products in addition thereto, nor shall it be entitled to an increase in the Price, as a result of any regulatory modification affecting the Subcontractor's performance of its obligations under the Contract which enters into force at any later date.
- 4.12. In the event that there is a risk that the Works and Services are not performed by the Subcontractor or that the Works and Services are not executed according to the execution schedule and will jeopardise any critical intermediate execution milestone or the final execution deadline, at the discretion of Eiffage Energía, Eiffage Energía shall be entitled to terminate the Contract in whole or in part (including the reduction of items) and to contract said Works and Services subject to early termination to a third party or to execute said works by its own means, passing on to the Subcontractor all costs and damages incurred.

5. FINANCIAL ARRANGEMENT

5.1. PRICE

The Price shall include all items set out in the Contract and the currency shall be stipulated in the Contract.

The prices included in the Contract and in any annexes that may exist are fixed and final prices which are not subject to any revision, and shall include the industrial profit, all manner of taxes, charges, levies, fees and duties, present or future, that are directly or indirectly necessary for the execution of the Works and Services.

The Contract Price is approximate and based on an estimate of units to be executed; therefore, the final Contract Price is based on the units actually executed, including the delivery of documentation required in the Contract (by way of example, quality documentation, as-built, certificates of being up to date with payments and with the government authorities, etc.).

Similarly, these payments will only be made through the corresponding invoices and after validation of the corresponding certification. These certifications shall clearly and exclusively reflect the form of certification and payment indicated in the Contract (units executed, percentage of progress of the Works, payment per Milestones or other expressly agreed option).

Only certifications bearing the signatures of the persons authorised by Eiffage Energía to do so shall be considered valid, and in any case they must be signed by Eiffage Energía's project manager and/or the Project Manager or project director as the person ultimately responsible for their validation.

It is understood that the agreed prices include the labour required for the perfect execution and completion of the Works and Services (with all the expenses that this entails: salaries, taxes, charges, allowances, transport, social and/or private insurance, etc.), transport, tools, fuel, machinery, equipment and, in general, all those material and personal elements that are necessary and convenient for the perfect execution of the Works and Services, as well as any assistance, issuing of permits, certifications or official verifications and auxiliary services entailed in the successful execution of the Works and Services, including the corresponding technical assistance.



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Should Eiffage Energía execute part of the work inherent to that set forth in the Contract, such as aids, auxiliary means, internal transport, etc., or provide materials at its own expense, the amount for this may be deducted, at Eiffage Energía's discretion, from the Subcontractor's invoicing.

5.2. INVOICING

The Subcontractor must specify on the invoice the Contract number and the number of the approved certification. The certification must be attached to the invoice, where applicable, in a visible place, and Eiffage Energía will not be responsible for any delays that may arise in preparing invoices that lack the above information. Only one Contract reference number may be entered on each invoice.

The Subcontractor may not issue the invoice until it has fully performed its obligations under the Contract, unless partial invoices ("Invoicing Milestones") have been agreed in the Contract.

Invoices that do not meet any of the requirements set out above or expressly agreed in the Contract will not be accepted and will 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 exempt the Subcontractor from its liabilities or obligations under the Contract.

Invoicing shall be carried out in accordance with the Invoicing Instructions available on the Eiffage Energía website.

The Subcontractor shall submit 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/>, subcontractors may register and find all the necessary technical and functional information about the e-invoicing service.

5.3. PAYMENTS

Payments shall be defined in the Contract or Particular Conditions, and the Subcontractor shall for this purpose provide a certificate of bank ownership; this must be updated in accordance with 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 Subcontractor, 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 breach of obligations by the Subcontractor 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 Subcontractor in an amount sufficient to cover said liabilities, and Eiffage Energía may pay or offset said 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.

As an essential condition for the processing and payment of the invoice, the Subcontractor shall have submitted the following documentation:



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(a) Original certificate of being up to date with Social Security payments, as well as an express declaration that it does not benefit from any debt deferral agreement with said body. In addition, a certificate as to having no outstanding unpaid social security payments from the General Social Security Treasury, which is regulated in Article 42 of the Workers' Statute (*RDL 2/2015, of 23 October*)

(b) Original nominative certificate of being up to date with payments to the Tax Agency. Provided that the Subcontractor continues to provide its services or perform the work, it shall renew and deliver this certificate no later than six (6) months from the date of its first issuance and successive renewals thereof. Should the Subcontractor fail to submit the above certificate, payment of the invoices shall be suspended until the aforementioned documentation is submitted to Eiffage Energía.

The Subcontractor shall be obliged to inform Eiffage Energía of any deferment and/or payment by instalments that it has requested from the AEAT.

No invoice shall be paid if the Subcontractor fails to comply with the obligation set out in the preceding paragraph, it being understood that said failure precludes the existence of any obligation;

(c) Original certificate of being up to date with the payment of the salaries of the personnel assigned to the work, signed by them, individual specification of the name, surname, professional category, type of employment contract between them and the Subcontractor, copy of the receipts of the salaries of said personnel, together with the bank transfer or payment document that accredits the payment of the salaries to each of the employees. In addition, Eiffage Energía may request a copy of the employment contract of any of the employees when it deems it appropriate;

(d) Registered Workers (ITA) Report. Registration/deregistration of workers with the Social Security or other relevant official bodies. The Subcontractor shall be obliged to immediately notify of any additions to or deletions from the workforce performing the Works and Services;

(e) List of the Subcontractor's workers who will carry out the Works and Services, specifying the name, surname, professional category, ID card number, Social Security affiliation number, address and type of employment contract that links them to the Subcontractor, as well as their seniority; and residence and work permits in Spain or relevant authorisations in the case of the intervention of foreign personnel;

(f) Social Security (RLC (social security contribution payment receipt), RNT (Workers List), duly stamped to show that they have been paid, in which the workers who permanently or temporarily provide services in the Works and Services appear. In the case of self-employed workers, documents accrediting that they are registered for the Special Regime for Self-Employed Workers (RETA) and for the Tax on Business Activities (IAE);

(g) The documentation on Occupational Risk Prevention required in accordance with section 4 of Clause 19 of these General Terms and Conditions;

(h) Proof of payment of the insurance policies for workplace accidents, civil liability and for the machinery and vehicles that provide services in the Works and Services;

(i) Administrative authorisations authorising them to carry out the contracted activity (IAE – Tax on Business Activities) and, where applicable, receipt of payment of the corresponding annual fee;

(j) In the case of the intervention of foreign personnel, the relevant authorisations to reside and work in Spain.



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Eiffage Energía shall be entitled to stop payment of any invoice issued by the Subcontractor pursuant to the provisions of this document where the Subcontractor has not submitted the above documentation, as well as in those cases in which any claim is received as a consequence either of a breach of these General Terms and Conditions or of the Contract by the Subcontractor, or any third-party claim as a consequence of work carried out by the Subcontractor, and from which any type of claim may arise for Eiffage Energía, until such time as said conflict is resolved.

Partial or total payments made by Eiffage Energía for the settlement of invoices shall always be considered as a delivery on account and shall under no circumstances be construed to mean conformity with the work carried out.

The Subcontractor expressly waives the right to exercise the direct action provided for in Article 1597 of the Spanish Civil Code.

Payment of the last certification either by contractual milestones or by acceptance of the Provisional Acceptance Certificate shall necessarily be conditional upon the prior signature and delivery, by the Subcontractor, of the letter of waiver, the template of which shall be attached as an annex, where applicable, to the Contract.

5.4. ENTITLEMENT TO ADDITIONAL COSTS

If the Subcontractor notifies Eiffage Energía that there are extra costs in the execution of the works, said costs shall not be considered an extra cost until said extra cost is duly documented and justified in a formal document and expressly accepted by Eiffage Energía.

In the case of Additional Works which incur an additional cost, they shall only be accepted and approved if, prior to their execution, they have been determined and assessed in writing and expressly accepted by the Parties by means of the signature, by their legal representatives, of an addendum that shall become an integral part of the Contract. The Additional Works are subject to the terms set out in the definition given to that concept in Clause 3 of this document, Definitions.

In the event that the Subcontractor incurs any additional costs, these shall be duly justified by the Subcontractor, and Eiffage Energía and the Subcontractor shall meet and, upon agreement between the Parties, shall approve the respective amounts of said costs in the works of the Project, and said payment shall be made, in a single payment, at the end of the Project, after deduction of any amount owed by the Subcontractor to Eiffage Energía, including, but not limited to, the amount of damages, penalties or any other amount owed by the Subcontractor, upon signature of the provisional acceptance certificate.

Under no circumstance shall any work by administration, i.e. by hours of human means or machinery, be admitted or paid for, regardless of the possible existence of work reports. Said statements shall only be considered for the purpose of certifying that work has been performed and shall never entitle the Subcontractor to claim any payment on the basis thereof. Any Additional Work shall be assessed according to the following order of priority:

- Existing unit prices in the Contract
- Contradictory prices expressly agreed between the parties and based on existing unit prices, or calculated by interpolation/extrapolation if possible.
- Exclusive closed price for the additional item concerned and based on market reference prices.

In the event of Work Stoppage, the Subcontractor shall only be entitled to claim and shall only give rise to a possible price increase or recognition of extra costs when it can be demonstrated that the



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requirements set out in its definition, contained in Clause 3 of this document, Definitions, have been compulsorily and cumulatively fulfilled.

6. SUBCONTRACTOR WARRANTIES

6.1. The Subcontractor warrants to Eiffage Energía that the Works and Services:

- a) Comply with the specifications and requirements set out in laws, regulations, and the Contract;
- b) Are made in accordance with the specifications, drawings, samples and any other established description applicable to them;
- c) 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 achieve the object of the Contract, guaranteeing Eiffage Energía's indemnity against any claim for infringement of these rights;
- d) 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;
- e) They are free of encumbrances and/or charges in favour of third parties not recognised by Eiffage Energía.

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

The Subcontractor 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.

6.2. Performance Guarantees.

As a guarantee for the proper execution of the works and strict compliance with the agreed deadline, as well as compliance with all the clauses included in these General Terms and Conditions and in the Special Conditions that may be agreed, Eiffage Energía will retain an amount corresponding to 10% (ten per cent) of each of the invoices, and this retention may be replaced by a bank guarantee, with the prior written authorisation of Eiffage Energía. Said percentage may be modified by the Parties in the Contract.

In the event that the Subcontractor is authorised by Eiffage Energía to replace the retention by the bank guarantee, the guarantee model must be previously approved by Eiffage Energía. Said guarantee must be of a joint and several nature, with express waiver of the benefits of excussion, division and order, and enforceable on first demand in favour of Eiffage Energía.

Cancellation of the guarantee can only be made with the prior written consent of Eiffage Energía.



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7. WARRANTY PERIOD

The Works and Services shall have a minimum warranty of THIRTY SIX (36) MONTHS from the signing of the Provisional Acceptance Certificate ("Guarantee Period"), regardless of the execution deadline and the type of activity in question, unless this warranty is modified, by mutual agreement, by the Contract, without prejudice to the provisions of Article 1591 of the Civil Code, in the Building Regulations Act or in any other applicable legislation.

If during the warranty period, Eiffage Energía notifies the existence of any defect, the Subcontractor shall carry out and complete all repair, replacement, adjustment or modification services of said Works and Services, at no cost to Eiffage Energía. Eiffage Energía shall always have the option of choosing between the above-mentioned alternatives.

Where the Subcontractor carries out repairs, modifications, corrections, replacements or alterations to any part of the Works and Services after the signing of the Provisional Acceptance Certificate, the Warranty Period in respect of said part shall be extended by TWENTY-FOUR (24) MONTHS from the date on which the repair of the defect is completed.

In any case, the Final Acceptance Certificate may not be granted to the Subcontractor before the acceptance of the latter to Eiffage Energía by the Owner.

In the event that the Subcontractor's performance of its obligations is defective, a defect in the quality of the Works and Services is detected and it fails or refuses to repair this within the period granted for this purpose, Eiffage Energía reserves the right to repair and/or replace the Works and Services itself or through third parties, at the Subcontractor's risk and expense. To this end, Eiffage Energía shall be authorised to withhold pending payments, to execute bank guarantees and even to reject all or part of the Works and Services, requiring in this case the reimbursement of the amounts paid; however, said circumstance shall not be grounds for any claim on the part of the Subcontractor. In addition, the Subcontractor shall be obliged to compensate Eiffage Energía for all losses and damages that it incurs through the Subcontractor's non-compliance with its obligations.

In the event that the Works and Services include the execution of foundations, the warranty period of the latter shall be at least TEN (10) YEARS ("Foundations Warranty Period"). Therefore, and notwithstanding the issue of the Final Acceptance Certificate, the Subcontractor shall be responsible for carrying out and completing, at its own risk and expense, any repairs in respect of any defects arising from the execution of the foundations which become apparent at any time during the Foundations Warranty Period.

8. HUMAN AND MATERIAL RESOURCES

The Subcontractor shall at all times have at its disposal sufficient and duly qualified labour for the performance and execution of the work under these General Terms and Conditions of Contract. Eiffage Energía may, at any time and for justified reasons, request the replacement of any of the Subcontractor's employees, obliging the Subcontractor to replace them immediately.

The Subcontractor, in order to properly perform the execution of the contract, shall equip its personnel with the instruments appropriate to their duties.

The Subcontractor shall be responsible for the organisation of its own personnel, assigned to the performance of the works, their responsibilities and lines of action being at all times clearly defined and separated for all purposes from those of Eiffage Energía.



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Eiffage Energía reserves the right to verify the good condition of the Subcontractor's material means, so that they are in proper service and safety conditions at all times, without this implying any responsibility on the part of Eiffage Energía.

The machinery, work and safety equipment, as well as tools, equipment, materials, etc., provided by the Subcontractor, must comply with the safety, technical and any other rules and regulations applicable by law or regulation and, in any case, those described in the technical documentation of the work, which the Subcontractor must be familiar with, as well as the applicable annexes.

9. LIABILITY

The Subcontractor shall be liable to Eiffage Energía and to third parties for any damage, loss, misplacement or theft of materials not belonging to the Subcontractor, caused by the Subcontractor's own or contracted personnel during the transport, use and execution of the Works and Services.

The Subcontractor exempts Eiffage Energía from all liability for damage to its property (tools, equipment, machinery, etc.) and consequential damages occasioned on any grounds.

The Subcontractor shall be liable for any personal accident or damage it causes, including civil liabilities to third parties, as a consequence of the execution of the Works and Services, both at the site of the latter and at the places of origin and extraction of materials and at those of passage and stockpiling.

The Subcontractor shall hold Eiffage Energía free and exempt from any liability for any obligations it has or acquires with third parties, given that said obligations are considered unrelated to Eiffage Energía.

The Subcontractor is responsible for the units executed by him until final acceptance of the Works and Services, proceeding to redo, demolish or execute again those units of the latter if deemed appropriate by the Project Management of both the Owner and Eiffage Energía, all at no cost to Eiffage Energía.

10. INSURANCE

Without prejudice to the responsibilities set out for the Subcontractor in the Contract, it shall take out and maintain in full force and effect at its own cost and expense at all times during the Contract, all insurance and coverages set out below, with creditworthy insurance companies with a minimum A-rating from the Standard and Poor's rating agency:

- Workplace accident insurance as per the coverage and limits established in the applicable collective bargaining agreement and/or applicable legislation.
- General civil liability insurance for damages that may be caused by itself, by its personnel or its subcontractors, to third parties, personnel, goods and facilities of Eiffage Energía or the Developer, including, inter alia, among other minimum coverages: operating civil liability, employer's civil liability, products and post-works, cross, accidental sudden contamination, civil liability for contractors and subcontractors, civil liability for blending and admixture, professional civil liability, civil liability for damages to the energy recipient, civil liability for purely pecuniary damages, civil liability for transport, loading and unloading, and civil liability for goods in custody.

The indemnity limit required in each case shall be stipulated in the Particular Conditions, and which, as a minimum, shall be for the amounts indicated in Annex IV attached to these General Terms and Conditions.

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



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Said insurance shall cover claims arising from the execution of the work entrusted to the Subcontractors and their subcontractors, if any.

Eiffage Energía shall be included as an additional insured, without losing its third-party status, in the General Liability policy.

- In case of engineering work, professional liability insurance (errors and omissions), covering liability for negligent acts, errors, mistakes or omissions resulting from the performance of the work entrusted to the engineer, consultant, or subcontractors, including coverage for indirect losses. The limit of indemnity required in each case shall be fixed in the Particular Conditions, and which, as a minimum, shall be 600,000 euros per claim. The insurance must be in force from the beginning of the study until the guarantee period indicated in the particular conditions, being at least one year.

Eiffage Energía shall be included as an additional insured, without losing its third-party status, in the General Civil Liability policy.

- In the event of using owned or leased goods or equipment, insurance for damage to goods/equipment leased by or owned by the Subcontractor, with a limit of not less than their replacement value. Eiffage Energía shall not be liable for any loss or damage to the Subcontractor's equipment, machinery and/or tools.
- If the use of automobiles or motor vehicles is necessary for the provision of services and/or performance of the work, compulsory automobile and/or passenger insurance in accordance with the minimum limits and coverages required by the applicable legislation in force.
- If it is necessary to use drones, a drone aviation liability policy with a minimum indemnity limit of 300,000 euros.
- If applicable, transport insurance to cover damage to the goods being transported, including loading and unloading and temporary storage, from the factory to the work site.

These policies shall be primary to any other Eiffage Energía policy and must remain in force from the date of the Particular Conditions or Contract and until the expiry of the Warranty Period.

In any case, Eiffage Energía shall never be held liable for the limits, excesses or restrictions of the policies contracted by the Subcontractor.

The Subcontractor shall provide, before commencing the provision of services and/or execution of the Contract, to the full satisfaction of Eiffage Energía, a copy of a summary certificate of the coverage and limits contracted in force, indicating 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 proof of payment of the corresponding premium. The fact that the Subcontractor has submitted a certificate or copy of the required policies must not be construed to mean that Eiffage Energía has approved them or that they comply with the requirements.

The Subcontractor shall notify Eiffage Energía of any modification affecting the effectiveness and terms of the policies set out in this clause. In the event that the policies expire during the term of the contract, it shall be necessary for the Subcontractor to accredit their renewal and compliance with the requirements indicated. When requested by Eiffage Energía, the Subcontractor shall provide copies of the insurance contracts.

If the Subcontractor fails to provide the insurance or to maintain it on the required terms, Eiffage Energía reserves the right, giving prior notice to the Subcontractor, to take out appropriate insurance on its behalf,



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whereby Eiffage Energía shall deduct the cost of taking out the insurance from any amount due to the Subcontractor.

The Subcontractor shall, on its sole responsibility, require its authorised subcontractors to maintain the same insurance and terms required of the Subcontractor. Failure to comply with the foregoing shall not exempt the Subcontractor from its liability towards Eiffage Energía.

The Subcontractor shall, as soon as it becomes aware of any circumstances that may give rise to a claim under the insurance policies referred to in this Clause, notify Eiffage Energía of the incident and the latter shall be communicated to the appropriate insurance company in each case. The Subcontractor is obliged to cooperate and provide the necessary assistance for the notification, preparation, negotiation and resolution of incidents.

11. SUBCONTRACTING

The Subcontractor may not subcontract, in whole or in part, the performance of the obligations subject to these General Terms and Conditions or, as the case may be, the Contract, unless such subcontracting is expressly and previously authorised in writing by Eiffage Energía.

Without prejudice to the foregoing, the Subcontractor shall always be liable, under the terms of Article 1596 of the Civil Code, for the performance of the works or services by its subcontractors.

The Subcontractor undertakes to include in subcontracts all terms and conditions of the Contract, insofar as applicable.

Eiffage Energía may require the Subcontractor to change or replace the subcontractor, without further liability for Eiffage Energía, by means of a simple written communication requesting said change or replacement.

The Subcontractor is obliged to strictly comply with the regulatory provisions established in Law 32/2006, of 18 October, regulating Subcontracting in the Construction Sector and Royal Decree 1109/2007, of 24 August, which implements Law 32/2006, of 18 October, regulating Subcontracting in the Construction Sector. Specifically, it must accredit that it is registered in the Register of Accredited Companies, in accordance with the provisions of Article 6 of the aforementioned Law 32/2006. This registration shall be an essential requirement for the execution of the Contract, whereby failure to register shall result in the termination of the Contract, with Eiffage Energía being entitled to claim compensation for damages it may incur as a result of said non-compliance.

In the event that a subcontractor of the Subcontractor files a judicial or extrajudicial claim or declares its intention to do so by way of direct action under article 1597 of the Civil Code against Eiffage Energía, Eiffage Energía shall be entitled to retain, from any amount or guarantee in its possession and for whatever reason in favour of the Subcontractor, the amounts necessary to fully cover said claims (principal, interest, costs, expenses, etc.), with Eiffage Energía being entitled to directly pay the amounts claimed with said retained amounts.

12. ASSIGNMENT

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



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Any assignment, novation, transfer or promise made in contravention of the foregoing shall be null and void and unenforceable. Failure by the Subcontractor to comply with this obligation shall entitle Eiffage Energía to apply a penalty of up to 10% of the Contract Price awarded to the Subcontractor.

Eiffage Energía may, without the Subcontractor'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 Subcontractor, it may be totally or partially compensated with any credit in favour of the Subcontractor, while complying with the conditions established for the offsetting of debts under the current legal framework.

14. FORCE MAJEURE

In the event of unforeseeable circumstances, acts or events occurring after the signing of the Contract and preventing the performance of the respective obligations, neither Party may be held liable for the non-performance of said obligations, under the terms of the applicable law.

The Subcontractor shall 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, or should have become aware, of said circumstances. Said 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 the event that the Subcontractor fails to notify Eiffage Energía within the period indicated, it shall be understood that the Subcontractor shall not be entitled to claim an extension of the execution deadline from Eiffage Energía.

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 the Goods and Products or in the labour or materials necessary for the performance of the obligation;
- (c) Changes in market conditions;
- (d) Shortage of labour and/or materials;
- (e) Delay or non-performance by subcontractors, vendors and/or manufacturers;
- (f) Strike, lock-out and other labour dispute resolution measures directed at the Subcontractor, any of its subcontractors, vendors and/or manufacturers.

In the event of Force Majeure, the Subcontractor shall only be entitled to claim an extension of the performance period, but shall in no case be entitled to claim an increase in the Contract Price. In any case, in order for the Subcontractor to be entitled to claim an extension of the execution deadline, it must prove to Eiffage Energía that it has made its best efforts to mitigate or eliminate the impact on the execution deadline of the works covered by the Contract.

When, due to Unforeseeable Circumstances 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 Subcontractor, with immediate effect from the date of notification.



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

15. PENALTIES

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

15.1.1. DUE TO DELAYS

In the event of delays in the execution of the Works and Services for any cause not attributable to Eiffage Energía, Eiffage Energía shall be entitled to demand from the Subcontractor the penalties set out in the Special Conditions.

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

This penalty shall be applied directly to the amounts then due to the Subcontractor, without any requirement other than written notice to the Subcontractor. If said amounts are insufficient, Eiffage Energía reserves the right to take appropriate action to make up the difference.

In the event of persistent non-performance, Eiffage Energía may contract the execution of the Works and Services to a third party and demand from the Subcontractor the payment of the difference when the prices of the new Contract are higher than the estimate submitted by the Subcontractor.

15.1.2. DUE TO HEALTH AND SAFETY NON-COMPLIANCE

Compliance with the occupational health and safety standards set out in Clause 19 of these General Terms and Conditions, as well as those set out in the Special Conditions, constitute essential obligations to be fulfilled by the Subcontractor.

In the event of non-compliance, Eiffage Energía shall be entitled to apply to the Subcontractor the penalties regulated in the corresponding Contract or, failing this, those regulated in these General Terms and Conditions.

Breaches in occupational health and safety matters shall be classified as minor, serious and very serious:

(a) Minor breaches of contract:

- Any failure to comply with what is indicated in the safety regulations, work instructions or in any safety standard when this may entail a moderate risk in accordance with the occupational risk assessment prepared by Eiffage Energía Sistemas for the subcontracted activity and which is prepared in accordance with the Occupational Risk Assessment Method of the National Institute for Health and Safety at Work (hereinafter, INSST). Assessment to be sent through the agreed method of business activities. The subcontractor can access the e-coordina platform in Spain.
- Inadequate use of machinery or tools when they pose a moderate risk according to the INSST.



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- Failure to use appropriate personal protective equipment or protection in situations of moderate risk exposure according to INSST.
- Using unapproved or incorrectly installed scaffolding.
- Failure to provide information on health and safety issues relating to both their workers and their subcontractors.
- Failure of the person most responsible for the execution of the contract to fulfil his obligations as safety officer.

For each breach of the provisions of this section, Eiffage Energía may:

- Require the Subcontractor to reprimand verbally or in writing the worker(s) responsible for the breach and his/her immediate supervisor.
- Require the Subcontractor to provide additional training in prevention for the worker(s) responsible for the breach and for their immediate supervisor.

(b) Serious breaches of contract:

- Repetition of any conduct qualified as a minor breach of contract.
- Improper use of machinery or tools when they pose a significant risk according to INSST.
- Failure to use appropriate personal protective equipment or protection in situations of exposure to a significant risk according to INSST.
- Any failure to comply with prevention regulations, work instructions or any safety regulations when this could pose a significant risk according to the INSST.
- Use of machinery or tools without being in possession of the applicable certifications.
- Failure to report accidents or incidents or to submit investigation reports.

For each breach of the provisions of this section, Eiffage Energía may:

- Require the Subcontractor to pay a penalty to the amount of ten (10%) per cent of the price of each corresponding Contract.
- Require the Subcontractor to issue a written warning to the worker(s) responsible for the breach and to his/her immediate supervisor.
- Require the Subcontractor to provide additional training in prevention for the worker(s) responsible for the breach and for their immediate supervisor.
- Prohibit access to the facilities where the Works and Services are being carried out to the worker/s responsible for the breach, notifying the Subcontractor in writing.



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(c) Very serious breaches of contract:

- Repetition of any conduct qualified as a serious breach of contract.
- Improper use of machinery or tools when it poses an intolerable risk according to INSST.
- Failure to use personal protective equipment or appropriate protection in situations of exposure to intolerable risk according to INSST. It is expressly included:
 - Working at heights without adequate protection (use of harness and belay system, perimeter railings on roofs, etc.).
 - Carrying out electrically hazardous work without applying the Five Golden Rules: 1) Disconnection, visible or effective cut-off; 2) Interlocking, blocking and signalling; 3) Checking for absence of voltage; 4) Earthing and short-circuiting; and 5) Signalling of the work area.
- Any breach of health and safety regulations, work instructions or any safety regulation when this could pose a very serious risk.

For each breach of the provisions of this section, Eiffage Energía may:

- Require the Subcontractor to pay a penalty in the amount of thirty (30%) per cent.
- Require the Subcontractor to provide additional training in prevention for the worker(s) responsible for the breach and for their immediate supervisor.
- Prohibit access to the facilities where the Works and Services are being carried out to the worker/s responsible for the breach, notifying the Subcontractor in writing.
- Revoke the Subcontractor's approval as an Eiffage Energía supplier.

15.1.3. 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 in the Works and Services contracts supplied for any cause not attributable to Eiffage Energía, Eiffage Energía shall be entitled to apply to the Subcontractor the penalties established in the Particular Conditions.

Failing this, a weekly penalty of 1% of the total Contract Price shall be applied for each week of delay.

In the event of delay in responding to the non-conformity reports (maximum period of SEVEN (7) DAYS) that Eiffage Energía communicates to the Subcontractor within the scope of application of its Quality, Environment, Energy and Health Product management system, Eiffage Energía shall be entitled to apply to the Subcontractor the penalties established in the Particular Conditions.



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Failing this, a weekly penalty of 0.5% of the amount of the total Contract Price which is affected by non-conformity reports and which have not been answered by the Subcontractor within the period indicated in the previous paragraph shall be applied.

- 15.2. The penalties provided for in these General Terms and Conditions may be lowered in the Contract, where appropriate.

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

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

- 15.4. 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.

- 15.5. In addition to the foregoing, in the event of non-compliance by the Subcontractor, 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 said delay, shall be borne in full by the Subcontractor.

- 15.6. 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 arising a posteriori on the same grounds.

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

16. SUSPENSION, WITHDRAWAL AND TERMINATION

16.1. SUSPENSION

Upon prior written notice to the Subcontractor, Eiffage Energía may suspend in whole or in part the execution of the Works and Services for the period of time specified in said notice.

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 Subcontractor the Price of the Works and Services, nor the costs, fees, charges or any other amount due.

Otherwise, Eiffage Energía shall be obliged to pay the Subcontractor:

- (a) An amount equivalent to the Price of the Works and Services that had already been satisfactorily performed at the time of the notice of suspension, in accordance with the payment terms agreed in the Contract; (b) Any other amounts credited by the Subcontractor and which are directly related to the performance of the obligation, provided that they are accepted by Eiffage Energía.

Upon notice of suspension to the Subcontractor, the Subcontractor shall immediately suspend performance of the obligation. Notwithstanding the foregoing, it shall be the Subcontractor's obligation to protect and preserve the Works and Services, mitigating Eiffage Energía's costs and liabilities for those parts of the obligation that have been suspended.



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The Subcontractor shall be obliged to immediately resume the execution of the works and all obligations under the Contract, once Eiffage Energía so notifies it and in accordance with the terms contained in said notification.

The Subcontractor 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.

16.2. WITHDRAWAL

Eiffage Energía may terminate the Contract at any time, in whole or in part, at its convenience, without needing to state the grounds, by sending a written notice to the Subcontractor stating the date on which early termination is desired to take effect. This ground for termination shall not entail any further liability for Eiffage Energía nor shall it entitle the Subcontractor to the payment of any amount by way of compensation.

In this case, and unless express instructions to the contrary are given, the Subcontractor shall immediately halt execution of the work being carried out and shall provide the necessary and appropriate means to secure the work, and shall also clean up the site.

Eiffage Energía shall pay to the Subcontractor the portion of the Works and Services actually performed up to the date of the early termination, the demobilisation costs and the costs reasonably incurred by the Subcontractor in connection with said early termination of the Works and Services and credited by the Subcontractor. The Subcontractor shall use its best efforts to mitigate and/or eliminate said costs.

16.3. TERMINATION

The Contract may be terminated on any of the following grounds, in addition to the other reasons expressly provided for in these General Terms and Conditions and in the Contract:

- (a) By mutual agreement of the Parties. In this case, the Parties shall enter into a termination agreement governing the conditions under which said termination shall take place;
- (b) By Eiffage Energía's unilateral will, by means of written notification to the Subcontractor with a notice period of TWENTY (20) DAYS, and without the need for any justification;
- (c) Failure by the Subcontractor to comply with any of its obligations under the Contract, in the opinion of Eiffage Energía (including, but not limited to, breach of delivery deadlines, quality, confidentiality, etc.);
- (d) When penalties have been imposed on the Subcontractor in an amount equal to 10% of the Price;
- (e) When, for reasons not attributable to Eiffage Energía, the Subcontractor suspends, paralyses or 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 Subcontractor's company;
- (f) If Eiffage Energía considers that any conduct, act or omission of the Subcontractor (or its Subcontractors) 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.



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The Subcontractor shall be notified of the termination in writing by any means. Upon receipt of the notice of termination issued by Eiffage Energía, the Subcontractor shall immediately cease all work or activity related to the Contract or, failing that, shall follow the instructions provided by Eiffage Energía in said 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 Subcontractor up to the time the termination takes place as a consequence of the work performed. Any penalties applicable to the Subcontractor shall be subtracted from these amounts.

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

17. ENVIRONMENTAL OBLIGATIONS

The Subcontractor undertakes to execute the contracted work in accordance with Eiffage Energía's Quality, Environment and Energy and Health Product management system implemented in accordance with ISO 9001, ISO 14001, ISO 50001 and ISO 13485 standards. In particular, the Subcontractor shall be familiar with and provide its personnel with the Eiffage Energía Quality, Environment, Energy and Health Product policies, which are available on the website at the following link: <https://www.eiffageenergiasistemas.com/en/responsibility/quality-environment-and-energy-management/>

The Subcontractor undertakes to strictly comply during the execution of the works with the provisions contained in the current environmental legislation and regulations and/or derived from the application of the Quality, Environmental, Energy and Health Product management system, whether this be community, state, autonomous or local, adopting all and any preventive and environmental protection measures that may be necessary.

The Subcontractor undertakes to comply with the provisions of the Environmental Impact Assessment and the Environmental Impact Statement (or similar environmental authorisation) of the contract, if applicable to the Works and Services. The Subcontractor shall request this information from Eiffage Energía prior to the commencement of the execution of the works.

The Subcontractor is responsible for the management of all waste generated by its activity within the scope of the works and/or service contract. To this end, it undertakes to comply with current legislation on waste management, making available to Eiffage Energía all the documentation on waste management when required. In particular, and in a non-exhaustive manner, the Subcontractor must take into account submission within five working days of request by Eiffage Energía of the following documentation:

- Request authorisation from Eiffage Energía for the authorised managers and/or transporters with which the waste management is to be carried out.
- Waste treatment contract
- Waste identification document
- Notification of shipment

With regard to Eiffage Energía's internal environmental regulations, the Subcontractor declares that it is aware of and undertakes to comply with the following documents, which are provided to it as **Annexes** to these General Terms and Conditions:



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- **Annex I.** Environmental standard NM-8 "Environmental requirements for subcontractors".
- **Annex II.** NG-PGI09-1 Quality and Environmental documentary requirements for suppliers of goods and/or products, works and services.

Likewise, the Subcontractor undertakes to be familiar and comply with any other document of a technical or environmental nature that affects the work and/or service contract (technical or environmental requirements or specifications of the client, etc.), as well as any instruction on this matter that it receives from the Project Management or Eiffage Energía, and its compliance may be inspected on site.

Finally, the Subcontractor undertakes to deliver, upon receipt of the Contract, all applicable documentation related to Eiffage Energía's Quality, Environment and Energy and Health Product management system before the end of the provision of its services to Eiffage Energía. Failure to deliver the applicable documentation during the execution of the Works and Services shall give rise to the application of the penalties established in Clause 15 of these General Terms and Conditions, or those established in the Contract, as the case may be.

18. QUALITY MANAGEMENT

The Subcontractor undertakes to execute the contracted work in accordance with Eiffage Energía's Quality, Environment and Energy and Health Product management system implemented in accordance with ISO 9001, ISO 14001, ISO 50001 and ISO 13485 standards. In particular, the Subcontractor shall be familiar with and provide its personnel with the Eiffage Energía Quality, Environment, Energy and Health Product policies, which are available on the website at the following link: <https://www.eiffageenergiasistemas.com/en/responsibility/quality-environment-and-energy-management/>.

The Subcontractor undertakes to strictly comply during the execution of the works with the provisions contained in the current legislation and technical regulations on civil works, building, industrial safety and installations and qualification of technical personnel applicable to the contracted works and/or derived from the application of the Quality, Environmental, Energy and Health Product management system.

The Subcontractor shall be obliged to submit the quality documentation requested by Eiffage Energía during the execution of the Works and Services. This documentation must be approved by Eiffage Energía in order to be considered valid. This documentation may include, but is not limited to, the following:

- Fulfilment of the inspection point programmes applicable to the contracted Works and Services units.
- Inspection reports / protocols applicable to the contracted Works and Services units.
- Delivery of test reports applicable to the contracted Works and Services units.
- Technical-legal reports applicable to the contracted Works and Services units.
- Response to the non-conformity reports sent by Eiffage Energía in the scope of the contracted Works and Services units.
- Calibration / verification / testing / revision certificates (applicable according to the criteria set by Eiffage Energía) of the measuring equipment used in the inspection and testing of the contracted Works and Services units.
- Request for staff qualification (by formal training, by manufacturer or external entity) in the field of the contracted Works and Services units. These may include, but are not limited to, the following:
 - Qualified installers/maintainers in the field of the different technical regulations for installations.
 - Qualification of welders.
 - Qualification of personnel in the execution of splices and/or electrical terminals.



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- Qualification of personnel for the execution of aluminothermic welding.
- Qualified applicators of biocidal or phytosanitary products
- Special mortar applicators
- Qualification of workers in low and high voltage work.

The Subcontractor shall provide calibration / verification / test / revision certificates, in accordance with the criteria that Eiffage Energía will establish in the contracted Works and Services. In general, the measuring and test equipment shall:

- Be calibrated / verified / tested / checked periodically within the limits established by Eiffage Energía for Works and Services.
- Certificates of calibration performed by non-accredited laboratories shall be accompanied by certificates of the standards used with traceability to accredited calibrated standards.
- Calibration / verification / test / overhaul equipment shall be identified in technical/legal reports, measurement reports, inspection point schedules, inspection reports / protocols, etc.
- Eiffage Energía may request the replacement of one piece of equipment with another if it considers that the equipment is not suitable for carrying out measurements or tests.

Where the Subcontractor provides Additional Goods and Products within the scope of its Contract, it shall be obliged to provide documentary evidence of compliance with legislation, national and/or international product standardisation rules 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 to Eiffage Energía. This documentation may include, but is not limited to, the following:

- Certificates of Conformity of Additional Goods and Products.
- Environmental declaration of the Additional Goods and Products.
- Declaration of performance.
- Manufacturing inspection point programmes.
- Certificates of raw materials used in the manufacture of the Goods and Additional Products.
- Tests carried out at the plant or factory in accordance with the legal regulations and standardisation norms applicable to the Goods and Additional Products.

The Subcontractor, in order to ensure that the conditions under which works and services contracts are executed 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 that Eiffage Energía designates, to access its facilities and undertakes to hand over the required documentation.

The Subcontractor shall be periodically assessed to ensure that the conditions under which it performs the Works and Services conform to the requirements of the Quality, Environmental, Energy, and Health Product management system. To this end, the performance of each Subcontractor will be 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 Subcontractor may be removed from our Subcontractor database and therefore will not be eligible to receive new Contracts.

19. OCCUPATIONAL HEALTH AND SAFETY

19.1. The Subcontractor is obliged to comply with all the legal provisions in force at all times on the subject of Occupational Risk Prevention; specifically, the Subcontractor shall be responsible for strict compliance with the provisions of Law 31/1995 on Occupational Risk Prevention, in Law 54/2003 on the reform of the regulatory framework for the prevention of occupational risks, in R.D. 39/1997, of 17 January, which approves the Prevention Services Regulations, in R.D. 1627/97 on Minimum



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Health and Safety Provisions in Construction Works and in R.D. 604/2006, of 19 May, which modifies Royal Decrees 39/1997 and 1627/1997, as well as all the legal provisions on Occupational Risk Prevention established in the legislation in force at any given time, and the Health and Safety Plan for the Works and Services, being responsible for the implementation of the latter, as well as for the consequences that may arise from non-compliance, both with regard to the activity subcontracted with it and that which, in turn, may be subcontracted with third parties.

Whenever reference is made in this document to applicable legal provisions or regulations, this shall be understood to mean all types of rules (laws, regulations, ordinances, collective agreements, etc.) in force and applicable at any given time, regardless of the body from which they originate or their hierarchy.

- 19.2. Likewise, the Subcontractor's workers shall comply with the rules mentioned in the previous section, and the Subcontractor shall ensure that they do so. Also, the Subcontractor's workers are obliged to follow the instructions on this matter given to them by Eiffage Energía's personnel.

In the event of non-compliance, Eiffage Energía shall be entitled to expel the aforementioned worker(s) from the work under the Contract.

- 19.3. The Subcontractor shall comply with all instructions received from Eiffage Energía, the Project Management and/or the Owner regarding Occupational Risk Prevention, and especially regarding the use, handling, risks and protection and prevention measures when its personnel operate with machinery, equipment, products, raw materials or tools provided by Eiffage Energía and/or the Owner, being responsible for the strict compliance by its personnel of all instructions received in this sense, as well as for all liabilities arising from the non-compliance of same.

- 19.4. The Subcontractor shall submit the documentation requested by Eiffage Energía in due time and form. The documentation relating to the Occupational Risk Prevention includes, but is not limited to:

- Certificate of appointment of the security officer.
- MEDICAL CLEARANCE – Medical certificate.
- Authorisation to use machinery and/or work equipment.
- Certificate of the prevention organisational modality (contract with external prevention service or constitution of own service).
- Risk assessment of the work to be carried out in the company.
- Electrical risk training (authorised/qualified)
- CE-SPM – Coordination of Business Activities meeting minutes.
- EPIS – Record of provision of Personal Protective Equipment.
- Training as a Basic ORP Technician.
- Training in occupational hazards in the workplace.
- Specific first-aid training.
- Second cycle training according to the construction agreement.
- Second cycle training according to the metal agreement.
- Training for work with electrical hazards.
- Training for work at heights.
- Training in forklift work.
- Training for work on lifting platforms.
- Contact high voltage live working works training.
- Remote High Voltage live working works training.
- Voltage potential High Voltage live working works training.
- Low Voltage Work Training.



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- Confined Spaces work training.
- INFORMATION on occupational hazards in the workplace.
- Accident report for the last three years.
- Proof of delivery of the PSS/ER to the worker.
- RC-SPM-02. INFORMATION AND REQUIREMENTS. Coordination of Business Activities.
- RC-SPM-03 Adherence to the Health and Safety Plan/Risk Assessment.
- REA Certificate of registration in the Register of Accredited Companies.
- RG-SPM-69_EIFFAGE ENERGY GROUP: Authorisation-Qualification of Workers.
- Worker designated as Prevention Officer.

This documentation must be submitted through the e-coordina platform and must comply with the labour and preventive obligations derived from the Law on the Occupational Risk Prevention, specifically those required in terms of the Coordination of Business Activities.

Prior to the start of the exchange of documentation through the aforementioned platform, the Subcontractor must complete the document "*Terms and conditions of Eiffage Energía-Ecoordina group contracts*", attaching proof of payment of the corresponding fee in each case.

- 19.5. Eiffage Energía will not accept any claim from the Subcontractor for loss of time due to work interruptions as a result of non-compliance with the regulations on Occupational Risk Prevention, Health and Safety and Occupational Medicine.
- 19.6. Eiffage Energía shall make available to the Subcontractor the Health and Safety Plan for each job for which it is required, and the Subcontractor shall sign an acknowledgement of receipt of the latter.
- 19.7. The Subcontractor shall also appoint the person designated at any given time in charge of requiring the Subcontractor's workers to comply with the applicable Occupational Risk Prevention regulations, attending when summoned, by himself or by the person or persons to whom he delegates such functions and/or the workers, if his presence is deemed necessary, to the meetings and training activities that Eiffage Energía deems appropriate on such matters.
- 19.8. The individual protective equipment used by the Subcontractor's workers shall comply with the legislation in force, and the Subcontractor shall be responsible for the adequate provision and specific use of said equipment for the work to be carried out by all of its employees.
- 19.9. The Subcontractor shall place, at its own expense, the means of collective protection necessary for the performance of the work entrusted to it, taking responsibility for their placement at the appropriate time, for their maintenance, and for the proper use and conservation by its workers. In this respect, when it is necessary to remove any element of collective protection for the performance of work, suitable alternative protection shall be used and shall be replaced immediately when the situation which made its removal necessary ceases to exist.
- 19.10. The Subcontractor undertakes to ensure the correct use and maintenance of the Health and Safety installations of the works and facilities where the works are carried out.
- 19.11. The Subcontractor shall deliver to Eiffage Energía on a monthly basis the accident statistics for its site personnel, providing the same data as indicated in the statistics that the Subcontractor produces for its own personnel (e.g. number of workers, number of hours worked, number of accidents, rates, etc.), without prejudice to the documentation required under Clause 19.4.



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- 19.12. If Eiffage Energía considers that the training is insufficient or inadequate, it may require new training actions to be carried out prior to the start of the work.
- 19.13. The Subcontractor shall contract and maintain in force an insurance policy covering its workers against personal risks (death and injury) with a minimum coverage corresponding at least to that of the applicable collective agreement.

20. DOCUMENTATION

Without prejudice to the documentation indicated in the different Clauses of these General Terms and Conditions, and as specified in the relevant Contracts, the Subcontractor shall provide the following documents:

20.1. Prior to the commencement of the Works and Services:

- Installation Company Certificate: Business qualification issued by the competent body of the corresponding Regional Government. If it is not an installation company, it must submit the analogous Social Security employer's document.
- Administrative authorisations authorising them to carry out the contracted activity (IAE) and, where applicable, receipt of payment of the corresponding annual fee.
- Original nominative certificate of being up to date with payments to the Tax Agency in the manner provided for in article 43.1.F of the General Tax Law. This certificate must have been issued during the six months prior to the payment of each invoice.
- Original certificate of being up to date with Social Security payments, as well as an express declaration that it does not benefit from any debt deferral agreement with said body. In addition, it must provide a certificate as to having no outstanding unpaid social security payments from the General Social Security Treasury, which is regulated in Article 42 of the Workers' Statute (*RDL 2/2015, of 23 October*).
- Copy of the Insurance Policies indicated in Clause 10 of these General Terms and Conditions and its corresponding annex, together with the corresponding receipt of being up to date with the payment of the latter.
- Copy of the Contract negotiated between Eiffage Energía and the Subcontractor, duly signed and accepted by the Subcontractor.
- Social Security registration form of the workers who are going to provide their services in the Works and Services (form TA.2), together with a photocopy of the work contract stamped at the corresponding employment office.
- Social Security (RLC, RNT), duly stamped to show that they have been paid, in which the workers who permanently or temporarily provide services in the Works and Services appear. In the case of self-employed workers, documents accrediting that they are registered Special Regime for Self-Employed Workers (RETA) and for the Tax on Business Activities (IAE).

20.2. During the period of execution of the Works and Services:

- Registered Workers (ITA) Report. Registration/deregistration of workers with the Social Security or other relevant official bodies. The Subcontractor shall be obliged to inform the Subcontractor immediately of any additions to or deletions from the workforce performing the Works and Services.
- Monthly certificate of being up to date with Social Security payments.
- Copy of the contracts of the workers who will provide their services in the Works and Services.
- Daily physical and documentary staff time and attendance control (listeria or personnel reports).



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- Original certificate of being up to date with the payment of the salaries of the personnel assigned to the work, signed by them, individual specification of the name, surname, professional category, type of employment contract between them and the Subcontractor, copy of the receipts of the salaries of said personnel, together with the bank transfer or payment document that accredits the payment of the salaries to each of the workers.
- Submission of the Clearance Certificate as to unpaid social security from Social Security, on a monthly basis.
- Monthly submission of the Social Security documents (RLC, RNT) and a list of the Subcontractor's workers who will carry out the Works and Services, specifying their name, surname, professional category, ID card number, Social Security number, address and type of employment contract between them and the Subcontractor, as well as their length of service.
- Receipts accrediting the renewal or new contracting of the Insurance Policies set out in these General Terms and Conditions or in the corresponding Contract.

The fact that Eiffage Energía does not require this documentation at a specific time does not mean the requirement is waived; nor does it exempt the Subcontractor from its obligation to present said documentation when required to do so by Eiffage Energía, or to be up to date with all its civil, tax and labour obligations.

21. VALIDITY

Acceptance of a Contract is automatically construed as being apprised of and accepting these General Terms and Conditions of Contract for Works and Services, which form an integral part of the Contract. In the same way, the total or partial delivery of the Goods and Products by the Subcontractor is construed as acceptance of this document and of the executed 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.

22. DATA PROTECTION

22.1 Personal data of the legal representatives signing the Contract and contact details of the Parties

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 details provided for its necessary execution. Furthermore, the Parties undertake to process said data in accordance with the provisions of Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and 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 this is terminated, shall remain duly blocked during the periods of limitation of possible legal actions and, once these periods have expired, shall be deleted in such a way as to guarantee that said data is completely destroyed. The data shall not be disclosed to third parties, barring legally 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 to: Ctra. de Mahora, Km 3,200, 02006 Albacete, Spain.



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2. **Subcontractor:** the Subcontractor'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) via its website (www.aepd.es) or via its postal address: C/ Jorge Juan, 6, 28001, Madrid, Spain.

22.2 Access to customer personal data provided by Eiffage Energía to the Subcontractor for the execution of the Contract

With regard to the data provided by Eiffage Energía which the Subcontractor needs for the proper provision of the services covered by the Contract, the latter shall be considered as the Data Sub-processor. Accordingly, access to personal data by the Subcontractor shall not be considered as data communication, but rather as necessary access for the purposes of the successful provision of its services.

For the purposes of the successful provision of the services contracted and the fulfilment of its obligations under the Contract, Eiffage Energía, in its capacity as Data Processor, makes available to the Subcontractor, in its capacity as Data Sub-processor, the following personal data of the customer: Full name; Job position; and Contact details (email and/or phone number).

The Subcontractor shall be obliged to:

- Only process the Personal Data as per the instructions that Eiffage Energía provides at any given time and, at any event, according to the provisions of the personal data regulations as applicable; the Subcontractor shall not apply or use the aforementioned Personal Data for any purpose other than the provision of the services covered by the Contract.
- Not to communicate the data to third parties except with the prior written authorisation of Eiffage Energía, in the legally admissible cases.
- Keep a written record of all categories of processing conducted on behalf of Eiffage Energía pursuant to the provisions of Article 30 of the GDPR.
- Not subcontract any of the services forming part of the object of this Contract that involve the processing of Personal Data, except for the auxiliary services necessary for the normal operation of the contracted Services.

In the event that subcontracting certain processing proves necessary, this shall be subject to prior written notification to Eiffage Energía, specifying the processing intended for subcontracting and identifying clearly and unequivocally the subcontracting company and its contact details.

The subcontractor, who shall also have the status of Data Sub-processor, is also obliged to comply with the obligations set out in this document for the Data Sub-processor and the instructions issued by Eiffage Energía. It is the responsibility of the initial Data Sub-processor to regulate the new relationship in such a way that the new Data Sub-processor is subject to the same conditions (instructions, obligations, security measures, etc.) and the same formal requirements as the initial Sub-processor, with regard to the appropriate processing of personal data and the guarantee of the rights of the data subjects. In the event of non-compliance by the new Sub-processor, the Data Sub-processor shall remain fully liable to the Data Processor for compliance with the obligations.

- Maintain the duty of secrecy with regard to the Personal Data to which it has access pursuant to the Contract, even after the completion of its object.



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- Ensure that the persons authorised to process Personal Data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed and keep at the disposal of the Data Processor the documentation accrediting compliance with this obligation.
- Ensure the necessary training in personal data protection for persons authorised to process Personal Data.
- Assist Eiffage Energía in responding to the exercise of the rights to access, rectification, erasure, objection, restriction on processing, data portability and the right not to be subject to automated decisions. The communication must be made immediately and in no case later than the working day following receipt of the request, together, where appropriate, with any other information that may be relevant to the resolution of the request.
- Notify Eiffage Energía, without undue delay, and at any event not later than 24 hours, of any breaches of security of the personal data under its responsibility of which it becomes aware, together with all relevant information for the documentation and communication of the incident.
- Support Eiffage Energía in conducting data protection impact assessments and prior consultations with the supervisory authority, where appropriate.
- Make available to Eiffage Energía all the information necessary to demonstrate compliance with their obligations, as well as for the performance of audits or inspections carried out by the Data Controllers, the Data Processor or any other auditor authorised by the company.
- Adopt technical and organisational security measures designed to ensure the appropriate level of security, including confidentiality, taking into consideration the state of the art and the cost of its application in relation to the risks to which data is exposed as a result of processing in accordance with the provisions of the present Contract, together with those of Article 32 of the GDPR.

In evaluating the risk in relation to data security, the Subcontractor shall take into account the risks involved in data processing, such as destruction, loss or accidental or illegal corruption of data transferred, stored or processed in another manner, or the unauthorised communication or access to said data, and that the latter may be likely in particular to cause physical, material or immaterial damages and losses.

- Return to Eiffage Energía the personal data pursuant to the provisions in the present Contract and, if applicable, the supports on which they are recorded, once the service has been provided. The return must entail the complete erasure of the data stored on the computer equipment used by the Subcontractor.

However, the Subcontractor may keep a copy, with the data duly blocked, for as long as liabilities may arise from the performance of the service.

Eiffage Energía undertakes to:

- Ensure that the Sub-processor meets the necessary guarantees for compliance with the provisions of the legislation on personal data protection, for which purpose Eiffage Energía shall be entitled to carry out, at its own expense, an audit to verify this fact as well as compliance with the security measures and their implementation, at such a time as it deems appropriate, provided that at least seven (7) calendar days' notice is given prior to the date set for such audit.
- Make available to the Subcontractor only personal data which is strictly necessary for the provision of the Services.



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- Conduct the appropriate prior consultations with the relevant Supervisory Authority.
- Ensure, prior to and throughout the data processing, that the Data Sub-processor complies with the GDPR and the LOPDGDD.

The relationship between Eiffage Energía, in its capacity as Data Processor, and the Subcontractor, in its capacity as Data Sub-processor, shall take effect from the signing date of the Contract and shall have the same duration as the provision of the services contracted by Eiffage Energía. Notwithstanding the foregoing, the Parties shall remain bound by those obligations which, by their very nature, survive the conclusion of the Contract.

Each of the Parties shall be liable for any losses and damages caused by its own individual breach of their legal or contractual obligations relating to data protection. The Subcontractor shall specifically be liable where losses and damages result from its non-compliance with the instructions given by Eiffage Energía or with the provisions of the GDPR and/or the LOPDGDD.

In the internal relationship between the Parties, the Subcontractor undertakes to indemnify Eiffage Energía against any claim, administrative penalty, losses or costs (including legal defence costs), which the latter may incur as a result of any non-compliance attributable to the Subcontractor or its data sub-processors.

23. COMPLIANCE

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

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

The Subcontractor shall be liable for all damages caused to Eiffage Energía as a consequence of the breach referred to in the preceding paragraph.

24. CONFIDENTIALITY

The contents of these General Terms and Conditions and all attached Annexes, the Contract (where applicable), as well as all information relating to any element of the performance of the obligation,



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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;
- 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 at the written request of Eiffage Energía during the term of the Contract, the Subcontractor shall immediately deliver to Eiffage Energía, at the latter's address, all Confidential Information, if any, in its possession or in the possession of its subcontractors, or alternatively certify to Eiffage Energía that it has been destroyed.

The Subcontractor may not publish articles, photographs and/or any audiovisual material or advertisements related to or those to which it has access as a consequence of any work it performs as a result of its contractual relationship with Eiffage Energía, nor post signs 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 Subcontractor shall be obliged to obtain prior written authorisation. In the event that such authorisation is granted, the Subcontractor undertakes to use them for the sole purpose of complying with these General Terms and Conditions and, if applicable, with the Contract signed, complying with all instructions and rules concerning this use that are communicated to it by Eiffage Energía.

The Subcontractor shall be liable to Eiffage Energía and to third parties for any damage that may arise for one or the other as a result of the breach of the above commitments and shall compensate Eiffage Energía



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for any indemnities, penalties or claims that the latter may be obliged to pay as a consequence of such a breach.

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

25. 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 Subcontractor, shall correspond to the Subcontractor, with Eiffage Energía enjoying an authorisation or licence for their use, maintenance, repair, modification or improvement, perpetual, irrevocable, non-exclusive, royalty-free and transferable to third parties. Notwithstanding the foregoing, the plans, technical specifications and designs of the project for the Works and Services shall be the property of Eiffage Energía and the latter may reproduce them 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 Works and Services shall be its property.

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

26. 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 promote an effective talent management policy between women and men in 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 personnel.

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

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

Eiffage Energía's Equality Policy can be consulted at the following link:
<https://www.eiffageenergiasistemas.com/en/persons/equality/>.

27. APPLICABLE LAW AND JURISDICTION

27.1. Unless otherwise provided for in the Contract, the legal relationship between the Subcontractor and Eiffage Energía shall be governed by the laws in force in the Kingdom of Spain.



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27.2. For any litigious matters that may arise as a result of the fulfilment or non-fulfilment of 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 to it directly or indirectly, the Parties shall submit themselves exclusively to the jurisdiction of the Law Courts of Albacete city, waiving any other jurisdiction to which they may be entitled.

SIGNED BY SUBCONTRACTOR:

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

Environmental standard NM-8 "Environmental requirements for subcontractors".

Date: 12.02.2024; Code: NM-08; Review: 06

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PURPOSE	<p>Describe the methodology established in Eiffage Energía to define operational control in contracted activities, in order to minimise their environmental impact.</p> <p>The contracting company must take into account the preventive measures applicable, depending on whether its activity is related to civil works: (earthworks, concreting, site installations, opening of service roads, demolitions, construction, etc.), or of another nature (electrical installation, air conditioning, fire prevention, topography, surveillance, etc.).</p> <p>Compliance with these measures is mandatory, in addition to other more restrictive measures which may be specified for a particular site and shall be subject to periodic inspection.</p>
	<p>Scope: This document is applicable to Eiffage Energía S.L.U. and all its subsidiaries.</p> <p>Recipients:</p> <ul style="list-style-type: none"> • Area managers: Directors, Site Managers / Site Technicians / Contract Managers, Site Supervisors / Contract Managers. • Subcontractors of Eiffage Energía and subsidiaries
OPERATIONAL CONTROL CRITERIA	
NOISE	<p>Origin:</p> <ul style="list-style-type: none"> – Operation of machinery – Loading and unloading – Excavation – Demolition – Formwork and stripping of formwork, etc. – Concreting – Electromechanical assembly
	<p>Control:</p> <ul style="list-style-type: none"> – Use machinery and equipment which have the CE certificate of conformity and Regulatory Technical Inspections (where required). – In the event that there is the possibility of generating noise levels which may cause nuisance or disturb wildlife, some of the following additional measures will be taken: <ul style="list-style-type: none"> ▪ Limit the number of machines working simultaneously. ▪ Use silencers on noisy machinery such as compressors. ▪ Limit the speed of vehicles operating on site. <p>Schedule planning. No noisy activities to be carried out between 10:00 p.m. and 8:00 a.m., as a rule. (For specific cases, consult the municipal by-laws and ordinances where the works are being carried out).</p>

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ATMOSPHERIC EMISSIONS

Origin:

- Loading and unloading
- Stockpiling
- Excavation
- Demolition
- Vehicle traffic



Control:

- Avoid as far as possible raising dust during excavation, loading and unloading operations, etc.
- Avoid stacking fine materials in areas unprotected from the wind.
- Water stockpiled material where stored in bulk (sand, gravel, etc.)
- Cover material with tarpaulins or plastic sheeting, if possible.
- Cover truck loads with tarpaulins.
- Cease the activity in the event of strong winds.
- Water the elements to be demolished.
- Water roads.
- Improve the road surface, if necessary.
- Reduce the speed of the vehicles to that indicated on the work signs, or in general, to 20 km/h.

Origin: Emission of combustion gases from vehicles and machinery

Control:

- Vehicles participating in works must have passed the MOT, as well as the maintenance required.
- Machinery not subject to MOT must undergo periodic maintenance every year.
- Machinery and equipment must have the CE certificate of conformity

EIFFAGE ENERGÍA shall require copies of these documents from its subcontractors during the execution of the works.

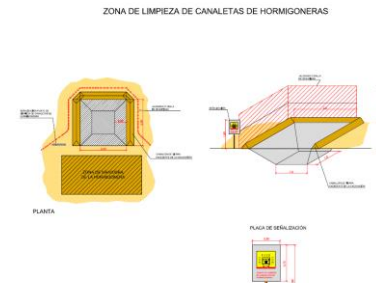
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**WASTE WATER /
DISCHARGES**

Origin: Cleaning of concrete tank chutes

Control:

- The cleaning of chutes is prohibited outside the works area in the locations designated for this purpose, which will always be far from sensitive areas (vegetation, watercourses, etc.). Cleaning is only permitted outside the works area when it is carried out in the concrete processing plant.
- The cleaning of chutes shall be carried out in locations approved by Eiffage Energía, and the areas selected shall change according to each project: trenches, areas to be concreted, etc.
- If this is not possible, select an area and prepare it for chute cleaning (Clean Point): dig a trench of sufficient depth so that the water does not spread outside (according to the attached diagram); a plastic sheet, mesh (photo) or concrete paving must be put in place. Its location must be signed. Once the concreting works are completed, the cleaning facilities must be dismantled and managed by an authorised manager.
- If it is not possible to carry out an on-site cleaning point at the works, buckets will be used for removal by an authorised manager.



Origin: Discharge due to broken pipes or tanks which interfere with the works

Control:

- Prior to commencement of the works, all pipes or tanks that may affect the works shall be located by obtaining plans from town councils, supply companies, customer information, etc. If this information is not available, it must be requested from Eiffage Energía.
- During excavation, demolition, knockdown work, etc., there shall be constant supervision by personnel to avoid broken pipes.

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Origin: ▪ Dumping of chemical products (diesel, petrol, oils, etc.) into the soil

Control:

- Dumping into soil, watercourses or sewage system, etc., is forbidden.
- The accessory elements used by earthworks machinery (hydraulic hammer, ripper, bucket, etc.) will be deposited in designated areas when not in use, protecting the ground with plastic sheeting of suitable weight and implementing all necessary measures for their maintenance and replacement. Said plastic sheeting shall be managed as hazardous waste when removed.
- The transfer of chemical products on site shall be carried out with the greatest possible precaution, in order to prevent any spillage, by using funnels, absorbent elements, plastic sheeting, etc. If possible, it will be carried out on paved ground. If leaks occur, the elements used to prevent spillage on the ground shall be managed. Absorbent material shall be kept on site (sepiolite, peat, anti-pollution barriers, etc.).
- Chemical products must be transferred using approved tanks, containers, etc.
- Visually check the ground for any marks that indicate leaks in the machinery. If leaks are detected, the machine or vehicle must be removed and repaired.
- In the event of a leak or spillage of oil, fuel or other hazardous substance, the contaminated soil must be collected properly and absorbents must be used to contain the spillage where it leaves a significant stain. This contaminated soil and the containment means used must be managed by an authorised hazardous waste management company. Eiffage Energía personnel must be informed immediately.



Origin: Fuel and chemical product tanks. Generators

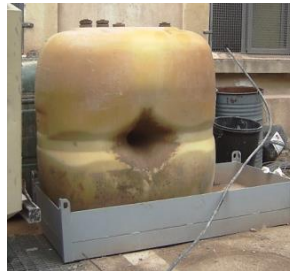
Control:

- All fuel or chemical product tanks must comply with all applicable legal requirements (storage and handling conditions, solar radiation protection, safety measures, legalisation, labelling, approval, etc.)
- Storage must be carried out under conditions which prevent any type of soil contamination. Therefore, they must be placed on impermeable tanks, resistant to the product they contain (made of concrete, sheet metal, prefabricated plastic or metal, etc.) with an effluent collection system, preferably under cover. The tank must have capacity for at least 110% of the largest volume stored.
- All tanks, drums, containers, jerricans, etc., must be properly identified and the storage areas signed. Only approved tanks and containers or jerricans must be used.

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- When carrying out the work, safety data sheets must be on hand for the chemical substances being manipulated which are likely to cause environmental emergencies.
- In the event that, due to the small volume stored, plastic sheeting is used at the base for storage. If leaks occur, the plastic sheeting must be managed as hazardous waste.
- Locate the generators, motors, electrical or explosion equipment in an area surrounded by a safety strip against spills. Arrange them in retention basins, on drip trays or with any measure that prevents soil contamination in the event of leaks or spillage of oil or fuel.



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WASTE

Waste generated during the works shall be identified at all times, and signed both at the collection points and on the waste containers.

It is forbidden to burn any type of waste on site.

It is forbidden to abandon, dump or deposit any type of waste in an uncontrolled manner.

The impact caused by any type of waste- generation must be minimised by:

- Attempting to reduce waste generation where feasible or by reusing it on the site itself.
- Facilitating its recycling through selective collection.
- For final management, ALWAYS USE AUTHORISED WASTE MANAGERS AND CARRIERS, COPIES OF WHOSE AUTHORISATIONS SHALL BE PROVIDED TO EIFFAGE ENERGIA, FOR APPROVAL, ONCE IT HAS VERIFIED THE SUITABILITY OF THE WASTE AND TREATMENT OPERATIONS.

The subcontractor will provide monthly identification documents certifying the proper management of all waste generated on the site.

URBAN AND ASSIMILABLE WASTE

Paper, cardboard, plastics, wood, metals, food waste, green waste, glass, etc.

- Separation as non-hazardous waste and delivery to an authorised manager or carrier.
- Separate collection of certain waste shall be required.
- Burning waste is prohibited, including green waste from cutting, pruning and clearing.

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CONSTRUCTION AND DEMOLITION WASTE OR INERT WASTE

Debris, tiles, bricks, concrete remains (dry), including those from the concrete clean points, surplus excavation material (earth, stones), topsoil.

- Reduction in waste-generation through appropriate on-site layout, avoiding over-excavations.
- Planning if possible to reuse on the site itself. Use for filling plots or quarries (with authorisation).
- Separation as inert waste and delivery to waste manager, CDW recycling plant or dumping at a controlled landfill.

HAZARDOUS WASTE

Oils, solvents, paints, resins, topographic sprays, lubricating greases are hazardous chemical substances. Likewise any product bearing any of the following pictograms:



These products, and the containers that have contained them, are Hazardous Waste.

The containers are separated according to whether they are plastic, metal or aerosol.

Oil or fuel filters from machinery maintenance.

Absorbent materials, rags and contaminated soil (due to the spillage of oil, fuel or any of the above products).

MANAGEMENT

- Separation as hazardous waste and delivery to an authorised manager.
- Keep waste under suitable conditions of orderliness and cleanliness until removal.
- Never mix with non-hazardous or inert waste, or with other hazardous waste.

If the subcontractor does not have a regular manager, consult the Site Manager / Contract Manager in order to contact the Quality and Environment Department of Eiffage Energía.

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IMPACT ON THE NATURAL ENVIRONMENT

TOPSOIL STORAGE

- Prior removal of topsoil, if any (before compacting it with vehicle traffic)
- Preservation under the best possible conditions:
 - Outside of watercourses or waterlogged areas .
 - Free of inert materials, concrete spillage.
 - Ridges of <2 metre height (to avoid compaction).
- Reuse of topsoil to regenerate the area affected by the opening of service roads or at any other point of the works site.

REMOVAL OF PLANT COVER AND CUTTING OF TREE SPECIES

- This operation may require prior authorisation from the authorities.
- Plan and execute in accordance with the authorisation requirements, where available.
- Adoption of erosion measures.
- Identification and protection or transplanting of the most valuable specimens.

EFFECTS ON FLORA AND FAUNA. LAND USE

- Plan the collection areas, selecting less sensitive points of no particular value, using the smallest possible surface area. To be situated away from livestock trails or cattle crossings.
- Stake out if necessary (to avoid affecting certain vegetation or to delimit the area exactly).
- Attempt to use existing paths wherever possible.
- When it is essential to open paths, locate them in areas where the impact will be less.
- Properly mark out the strict occupation surface area for both the site and the auxiliary installations.
- Restrict the movement of machinery and personnel to roads and marked-out areas. Truck exit signs shall be provided.



LANDSCAPE MODIFICATION

- Take into account any project constraints, Environmental Impact Statement (EIS), etc. for the restoration of the affected area on completion of the works.

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FOREST FIRES (FIRE RISK SEASON)

- Relevant information will be available regarding fire risk season and fire risk warnings issued by the corresponding environmental body of each autonomous community. Whenever necessary, communication of risk activities during forest fire risk season shall be made to the Regional Government of the community where the work is carried out.
- Excavation, clearing, felling, pruning, use of welding, generators, radial arm saws, etc., will be carried out with the appropriate extinguishing means and extinguishing devices on site.
- Avoid cutting metals in areas near fuel tanks.
- When cutting metals with welded or radial arm saws, or similar devices, the influence area must be dampened if the vegetation is dry (provided that this is permitted by the relevant administrative authorisations or regulations in force), and appropriate extinguishing means must be available on site.
- Welding equipment, generators, motors, etc., shall be located in an area of mineral soil surrounded by a safety buffer free of vegetation.
- Fire extinguishers or extinguishing elements shall be made available near the work areas, inspected in accordance with current legislation by an authorised company, in accordance with the instructions included in the corresponding administrative authorisation from the environmental agency.
- Fires are not permitted on site unless authorised by the corresponding environmental agency.

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OTHER

PERMITS

– When the contractor must request a permit to conduct its activity (occupation of sidewalks, opening of ditches, placement of containers, permit for felling and pruning, etc.), and, as specifically agreed for the work, this task does not expressly fall to EIFFAGE ENERGÍA. The contractor shall be under an obligation to obtain said authorisation, and provide a copy to the Site Manager / Contract Manager or EIFFAGE ENERGÍA Director.

OCCUPATION OF PAVEMENTS

- Plan the occupation of pavements in accordance with the relevant authorisation, minimising the duration of the occupation and establishing safe alternative paths for the public.
- Sign, fence off and provide lighting (where applicable) for the occupied areas.
- Protect plant species that may be affected.

WATER CONSUMPTION

- Connect to drinking water supply system, where possible, with the necessary permits.
- Transport water to the site by tanker truck. In this case, the source of the water must be justified to the EIFFAGE ENERGÍA Site Manager/Contract Manager with the corresponding extraction authorisations.

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ANNEX II

NG-PGI09-1 Quality and environmental documentary requirements for suppliers of goods and/or products, works and services.



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GOODS / SERVICES CONTRACTED		DOCUMENTATION TO BE PROVIDED BY SUPPLIER/SUBCONTRACTOR	COMMENTS
WASTE MANAGER AND/OR WASTE CARRIER	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 withdrawal). 	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.
	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, where 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 in case of 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 per waste) and delivery notes for delivery to an authorised waste manager or landfill site for each removal. 	See lists of the Competent Body of the Autonomous Community. Landfill sites must be authorised by the Regional Government or Local Authority where the work or service is being carried out. 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 MANAGEMENT BY THE SUPPLIER / THIRD-PARTY CONTRACTOR (e.g. maintenance workshops for own vehicles and machinery, civil works subcontractors 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 carrier. • 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
PURCHASE OF VEHICLES / COMMERCIAL VEHICLES / TRUCKS	<ul style="list-style-type: none"> Vehicle/truck data sheet showing compliance with emission regulations. 	<p>Ensure that the vehicles purchased comply with the vehicle emission standards in force when the contract is signed.</p>
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 hazardous waste management regulations</p>
HYDRAULIC TESTING OR FLUSHING (WASTE WATER 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 watercourse in the public water supply. Documentation requested for the section "Supplier's / Contractor's Waste Management to Third Parties". 	<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>
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 by 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 its authorisation from the authorised waste manager. 	<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>
HYGIENIC SANITARY MAINTENANCE FOR THE PREVENTION OF LEGIONELLOSIS (whether contracted directly by Eiffage Energía or subcontracted by Eiffage Energía to another company or in rented offices / warehouses).	<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 performing the service. Hygiene and sanitary maintenance reports of the contracted facilities according to the statutory frequency. 	<p>Autonomous Community where the company's registered 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 rented offices / warehouses).	<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. 	<p>Autonomous Community where the company's registered office is located</p>



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<p>STATUTORY MAINTENANCE OF FIRE EXTINGUISHING SYSTEMS</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. • Maintenance reports of the contracted fire protection installations according to the statutory frequency. 	<p>Autonomous Community where the company's registered office is located</p>
<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 Thermal Installations Installation / Maintenance Company. • Authorisation as a Refrigeration Installation / Maintenance Company. • Authorisation for the handling of fluorinated greenhouse gases of both the contracted company and the personnel that will be dedicated 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
<p>PURCHASE OF MACHINERY AND EQUIPMENT (INCLUDING MEASURING EQUIPMENT)</p>	<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) (*) 	<p>(*) For measuring equipment, if not purchased from the manufacturer with the calibration certificate, forward to the quality and environment department for internal or external calibration, as appropriate, before delivery to the works/service department.</p>
<p>RENTAL 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.)</p>	<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 of Measuring Equipment (recommended in ENAC-accredited laboratories) (*) 	<p>(*) Calibration valid for a maximum period of 3 years prior to the date of rental or test contract.</p>
<p>CONCRETE SUPPLY (whether contracted directly by Eiffage Energía and subcontracted by Eiffage Energía to another company).</p>	<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"> ○ 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, a copy of the valid certificate of the quality label (*). <ul style="list-style-type: none"> • 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 	<p>(*)</p> <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: • AENOR N Mark for concrete • A+ LGAI Mark for Concrete • AW Mark for concrete • BVC Mark for concrete
<p>HOT BITUMINOUS MIX (HBM) SUPPLY (whether contracted directly by Eiffage Energía and subcontracted by Eiffage Energía to another company).</p>	<ul style="list-style-type: none"> • Certificate of Conformity (CE marking) for hot bituminous mix (HBM). • Delivery notes of the bituminous mix on site. 	
<p>WATER SUPPLY (whether contracted directly by Eiffage Energía and subcontracted by Eiffage Energía to another company).</p>	<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. 	
<p>MATERIALS TESTING MATERIALS</p>	<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 	<p>Ensure that they have authorisation for the material tests to be</p>



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	<p>410/2010.</p> <ul style="list-style-type: none"> Where applicable, ENAC accreditation as a testing laboratory. Delivery of material test reports prior to the execution of the work units where the tested materials are used. 	<p>conducted on the work or service.</p>
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). 	<p>(**) 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.</p>
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>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 Quality and Safety Industrial 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, 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, provide 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 	



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	<p>guarantees in high-voltage electrical installations and its Complementary Technical Instructions ITC-RAT 01 to 23 including any subsequent modifications to said ITC.</p>	
<p>MANUFACTURERS AND/OR DISTRIBUTORS SUPPLYING CONSTRUCTION PRODUCTS WHICH ARE SUBJECT TO THE CE MARKING</p>	<ul style="list-style-type: none"> Supplied with the materials indicated in the Contracts submitted by Eiffage Energía, provide 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 APPARATUS 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 III

COMPLIANCE

1. ETHICAL AND CONDUCT COMMITMENTS

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

- Comply with all applicable legislation and/or regulations at state, regional, provincial or 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 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, regarding 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 subcontractor, being expressly committed to compliance with the standards dictated by the International Labour Organisation in 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 Subcontractor may not use fraudulent, irregular, illicit means, or means that may entail 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. 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 Subcontractor, with the prior consent of Eiffage Energía, is carried out through other subcontractors, the latter shall be bound to comply with these commitments or obligations, for which purpose the Subcontractor shall perform the



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necessary actions to transfer 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.

- Not commit or consent to the committing by persons under its direction, supervision, monitoring and control, or for its own or the Subcontractor'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 Subcontractor 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 Subcontractor is a Public Official.
3. No Public Official is associated with or owns any interest, either directly or indirectly, in the Subcontractor, nor has any legal or beneficial interest in the proposed relationship provided for in these General Terms and Conditions.
4. Neither the Subcontractor 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 (SDNL) published by the U.S. Treasury Office of Foreign Assets Control (OFAC), is not subject to economic sanctions imposed by the United States nor 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 without limitation, Cuba, Iran, North Korea, North Sudan and Syria (a "Restricted Country"), nor (iii) is a department, agency or body of, or is 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 Subcontractor makes the following representations and guarantees to Eiffage Energía:

- Human rights due diligence process.

The Subcontractor 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 Subcontractor addresses the human rights impacts of its activities on the human rights of persons directly or indirectly



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affected by its supply chains, consistent with the UN Guiding Principles on Business and Human Rights. Said Due Diligence shall be consistent with the 2018 OECD Due Diligence Guidance for Responsible 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 Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor shall maintain records of such written contracts to demonstrate compliance with its obligations hereunder and shall deliver such records to Eiffage Energía upon reasonable request.

- Remediation plan.

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

- Operational Level Complaints Mechanism.

During the term of this document, the Subcontractor shall maintain an adequately funded and governed non-judicial whistleblower channel or complaints 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 shall be legitimate, accessible, predictable, equitable, transparent, rights-compatible and based on engagement and dialogue with affected stakeholders, including all workers.

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

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



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- Rescission/Termination.

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

- (a) Failure by the Subcontractor 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 Subcontractor's to comply with its obligations under a Remediation Plan.

- Notification.

Within two (2) days of (i) the Subcontractor having reason to believe that any potential or actual human rights violation exists, or (ii) receipt of any oral or written notice of any potential or actual violation, the Subcontractor 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 Subcontractor'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 Subcontractor, where legally appropriate, shall require the Subcontractor 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 Subcontractor shall provide Eiffage Energía with reasonable and satisfactory evidence of the implementation of the Remediation Plan and shall demonstrate that the affected parties involved and/or their representatives are being regularly consulted.



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ANNEX IV INSURANCE

Insurance Policy for Workplace Accidents and Occupational Sickness. As per local regulations in each country where the work/services are provided.	Motor Policy // Automobile Liability (2)	General Civil Liability // Commercial General Liability GL	Insurance for Freight Transport // Inland transit	Contractor's Machinery and Tools // Contractor's Machinery and Tools	Construction all risk // Construction all risk	Professional Liability // Professional Liability PL (3)
Workplace Accident, Occupational Sickness and Compulsory Life Insurance policy. As per local regulations in each country where the services are provided.	In accordance with the applicable legislation	<p>CONTRACT AMOUNT / MINIMUM COMPENSATION LIMIT EUROS</p> <p><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 by Eiffage Energia</p>	To be determined according to project	All-risk insurance for all equipment, tools, machinery and installations. Insurance shall be provided by the subcontractor or Supplier for the replacement value of said equipment, machinery, tools or installations.	To be determined according to project	To be determined according to the project. Minimum limit €600,000.
	<p>Applicable where the subcontractor travels in own vehicle. Must comply with national compulsory insurances. With cover for personal injury to the occupants of the vehicle.</p> <p>Requirement for vehicles used in the execution of the work.</p>	Includes personal injury and property damage, including damage to third parties, which may occur on the site or adjacent properties, due to activities related to this contract.	Must provide cover for the transport sites indicated in the contract. From the factory to the project site, including loading and unloading periods and temporary storage.	<p>Applicable only if the supplier is going to use any machinery, equipment or tools.</p> <p>The subcontractor shall indemnify Eiffage for any damage that may occur to its tools or equipment.</p>	To be determined according to project	Engineer/Consultant shall provide and maintain professional liability insurance with the limits of cover indicated, to cover liability arising from negligent acts, errors, mistakes, errors or omissions resulting from the performance of work entrusted to the engineer, and his/her consultants or subcontractors. Including coverage for indirect losses.
	Must also cover civil liability for personal injury to third parties and civil liability for damage to other people's property in accordance with applicable law.	Covered for cross-liability, employer's liability, post-work and finished products, sudden or accidental contamination. Eiffage Energía must be included as an additional insured without losing its third-party status. With an uncovered period of at least 2 years to cover the subcontractor's liability.				<p>Must cover from the date of signature of the agreement and at least until two years after completion of all services rendered.</p> <p>Eiffage Energía must be included as an additional insured without losing its third-party status.</p>

