



EQUIPOS NUCLEARES, S.A., S.M.E.



GENERAL TERMS AND CONDITIONS (V. 08)

GENERAL CONDITIONS OF CONTRACT (V. 08)

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1. OBJECT

Contracts for services, supplies or works are formalised by means of a contract and/or order issued by the procurement area of Equipos Nucleares, S.A., S.M.E. (hereinafter ENSA).

The performance, modification and termination of contracts and/or orders are governed by private law and shall be governed by their own clauses and by these general terms and conditions, which shall form an integral part of the contract and/or order and shall apply to all contracts and/or orders entered into with the contractor/supplier.

Where there is a discrepancy between these general conditions and the particular conditions of the contract and/or order, the latter shall prevail.

In matters not covered by the general and specific conditions, the Commercial Code, special laws and commercial customs shall apply in each case.

Participation in a contracting process automatically implies knowledge and acceptance of these GTC.

The binding version of these General Conditions shall be the Spanish version, without prejudice to the provision of translations into other languages for information purposes.

2. SCOPE

These General Conditions shall apply to all contracts for supplies, services and works signed by ENSA as of their entry into force and therefore any type of general conditions that the contractor/supplier may have established that could regulate or affect the contracts in any way shall be excluded.

The scope of the procurement includes all materials, services or works specified by ENSA and indicated by the contractor/supplier in its offer, in addition to what is detailed in the order, all that is necessary until the final delivery of the object of the order and/or equipment in usable and perfect working condition and until the total completion of the object, in accordance with the established technical specifications.



The contractor/supplier may not make any modifications without ENSA's prior agreement. Modifications to the contract and/or order shall be interpreted restrictively and shall not have any novatory effect if not expressly established. ENSA's agreement and acceptance of such modifications shall not, under any circumstances, alter the contractor/supplier's responsibility in relation to the contract and/or order. In the event that the modification entails an extension of the term of the contract and/or order, the guarantee shall be extended accordingly.

Also included in the order are the design, manufacture, tests, trials, paints, protections, appropriate packaging, special tools required, tools and moulds, as well as the drawings, reports, instruction and maintenance manuals, procedures, protocols, certificates, dossiers and any other document agreed or that good practice so advises.

Once the work that is the object of the contract has begun, the contract and/or order shall be deemed to be perfected in all its terms and conditions, even if the express acceptance of the same has not taken place.

3. PRICES

The agreed prices are fixed for all purposes and shall remain unalterable, without being subject to any revision or variation, being the exclusive and total consideration for the contract and/or order.

The prices include everything that is the object of the contract and/or order and everything that the contractor/supplier must provide or perform for its fulfilment, including packaging and transport, and only exclude Value Added Tax (VAT), which will be invoiced separately. The contractor/supplier shall bear any additional costs that may be incurred by the contractor/supplier in the performance of the contract and/or order.

Where unit prices have been established, the total amount of the contract shall be that which results from applying these prices to the units actually supplied or executed.



4. MANUFACTURE/SUPPLY/EXECUTION, DELIVERY AND INSPECTION

The terms and deadlines set out in the contract and/or order shall be considered essential, unless expressly provided otherwise.

The execution of the works, services and/or delivery of materials and equipment must be completed on the date, at the place and under the conditions agreed in the order, and ENSA may require the delivery of a schedule of the work, supply or service.

The contractor/supplier is obliged to comply with the final delivery date and the partial delivery dates specified in the order and to deliver the order to the place specified in the order, with the contractor/supplier being responsible for transport and delivery.

The equipment and/or materials must be delivered on the date and at the delivery point provided for in the contract documentation. The anticipation of the completion date shall require prior and express authorisation from ENSA. This will not imply the advance payment foreseen in the contractual documentation, nor will it affect the guarantee periods, which will cover the period from the delivery and acceptance of the deliveries by ENSA until the end date of the guarantee foreseen in the contractual documentation. Neither the delivery date nor the partial milestones may be delayed except for events attributable to and acknowledged by ENSA or for reasons of force majeure, whereby the contractor/supplier would be entitled to an extension, either for the period delayed or for a period to be agreed between the parties, if the time of delay cannot be determined. The contractor/supplier shall use all reasonable means at its disposal to make up the delay in the date of completion or delivery, even if the delay is justified. The contractor/supplier must notify ENSA immediately of any circumstances that change the delivery date.

Each order must have an external identification and must be sent with a delivery note.

The contractor/supplier shall guarantee that all products used in the manufacture of the goods delivered under the contract/order are genuine and not counterfeit. The contractor/supplier undertakes to take all necessary measures to prevent the introduction of counterfeit products into its supply chain and to notify ENSA immediately



if it becomes aware that any product delivered may have been affected in its manufacture by counterfeit products. The contractor/supplier shall be liable for all costs and resulting damages, including, but not limited to, the replacement of counterfeit or counterfeit-affected products and any necessary repair or replacement of the affected goods.

ENSA reserves the right to inspect the execution of the work and/or contracted services at the place of execution of the same, as well as the contracted materials and/or equipment at the place of manufacture and/or storage of the same. To this end, the contractor/supplier shall provide ENSA's authorised representatives with free access, during the period of execution of the contract, to the workshops, premises or factories of the supplier and/or subcontractors, where the contracted work and/or services are being carried out, or where the contracted materials and/or equipment are being manufactured, stored or executed. The contractor/supplier shall require its suppliers or subcontractors to facilitate free access to their premises for ENSA's representatives for work to be carried out there.

ENSA reserves the right to reject deliveries that in its opinion do not meet the requested conditions. The contractor/supplier will provide ENSA's representative with everything necessary to carry out the inspection free of charge. If the inspection fails for reasons attributable to the contractor/supplier, the costs incurred by ENSA will be charged to the contractor/supplier and may be deducted from the order amount.

Once ENSA considers that all technical requirements of the contract and/or order for which the contractor/supplier is responsible according to the applicable Incoterms standard have been met, it will authorise the contractor/supplier to make the scope of supply available to ENSA.

If quality control is required on the supply or work, the contractor/supplier shall submit for approval a quality control plan in accordance with ISO 10.005 or equivalent, including a programme of inspection points and a list of the operations and procedures to be applied, before commencing the manufacturing or construction process. This does not



release the contractor/supplier from his responsibility for improper execution of the contract.

In the event that the technical documentation of the contract/order requires quality certificates, the following applies: the quality certificates shall be submitted for ENSA's approval prior to the transport of the scope of supply. Once the certificates have been approved, ENSA will send the shipping authorisation to the contractor/supplier. The contractor/supplier is obliged to hand over the originals of the quality certificates with the goods covered by the contract/order as soon as possible. Delivery shall only take place when both the goods and the original quality certificates have been delivered and accepted by ENSA. If the contract and/or order requires inspections, tests and/or preventive tests, the contractor/supplier may not start any phase of manufacture, construction, realisation or assembly before the inspections, tests and trials have been satisfactorily completed, unless ENSA has given instructions to the contrary.

If the contract and/or order involves the delivery of a book of instructions, certificates or technical documentation, the documentation shall form part of the contract and/or order and shall not be considered to have been received until such documentation has been delivered.

The definitive reception of the order will take place when all the conditions of the order have been fulfilled and the appropriate inspections, tests, checks, etc. have been carried out by ENSA, and will be formalised with the signing of the delivery notes by ENSA. The signature of the delivery notes does not imply ENSA's conformity with the quantity and quality of the supplied goods, which will always be the result of the tests, trials or examinations to be carried out.

In the event that all or some of the services are considered to be non-compliant, ENSA will inform the contractor/supplier so that they may remedy them within the period indicated (which will not be considered as an extension) and with the instructions it deems appropriate. If the contractor/supplier fails to do so, the penalties foreseen in the contract/order will be imposed and, failing this, those set out in section 7 of this document. In this case, ENSA will be exonerated from the obligation to pay the price,



and will be entitled to recover the amounts it has paid, without prejudice to any claim for damages that ENSA may make.

The contract and/or order shall not be automatically renewed or tacitly extended.

5. INVOICING AND PAYMENT

Any invoice or certification must comply with the legally established requirements and always indicate the corresponding order number.

Supplies, services or works not included in the contract and/or order shall not be paid for if their execution has not been previously offered in writing and with an express indication of their price and has been expressly accepted by the Committee responsible in each case for the award of contracts and/or orders in ENSA.

ENSA reserves the right to require the contractor/supplier to provide a security for the fulfilment of all its obligations, without this being limited to this amount. Subject to ENSA's agreement, the contractor/supplier may replace the security deposit by a bank guarantee. The deposit shall terminate on expiry of the guarantee period and shall be extinguished once the appropriate discounts have been made. All costs arising therefrom shall be borne by the contractor/supplier.

Where the contract/order specifies milestone payments or work items, the seller will have to demonstrate compliance with these to ENSA's satisfaction.

Payment shall be made, unless the contract and/or order establishes other modalities and terms, by means of a 60-day confirming transfer.

Any payment associated with the delivery will not be due as long as it has not been made in accordance with all the provisions of clause 4 of these general terms and conditions. The making of payments does not imply that ENSA considers that the contractor/supplier has fulfilled the contract and/or order, or waives any rights it may have against the contractor/supplier.



6. ASSIGNMENT OF CREDIT

Under no circumstances may the contractor/supplier assign to third parties the rights and credits derived from the contract, or carry out any other operation that involves the disposal by any title, encumbrance, commitment and/or transaction, in whole or in part, of the aforementioned rights or credits, unless it has previously obtained the express written consent of ENSA for each operation.

7. PENALTY FOR DELAY

Failure by the contractor/supplier to comply with the delivery dates or execution deadlines, both partial and final, shall be penalised by applying the penalty established in the order and, failing this, the following shall apply:

- 1st week of delay: 0%.
- 2nd to 5th week of delay: 1% per week
- 6th week onwards: 2% per week

The percentages indicated above will be applied to the value of the part affected by the delay, and, in any case, the penalty will not exceed 10% of this value. In the event that this percentage is reached, ENSA shall be entitled to terminate the contract and/or order for non-performance.

Penalties shall be applied automatically, by the passage of time alone, without the prior constitution in default being required.

In the event that there are defects in the materials or equipment (whatever their origin), both in their manufacture and in their performance capacity, ENSA may apply a penalty equal to the above, for each week that passes without having started the corresponding repair or this does not progress at an adequate pace.

For the above purposes, ENSA shall inform the contractor/supplier in a reliable manner of the defect observed and the date on which the repair is to begin.



8. CONDITIONS OF SHIPMENT

All packages, boxes, crates, bundles, ... shall be securely packed in such a way as to ensure indemnity during transport and storage.

The supply of equipment and/or materials will preferably be carried out under the Incoterms DAP (Delivered at Place) modality unless another modality is expressly regulated in the contract and/or order. ENSA's goods reception hours are: working days (M to F) from 8.30 a.m. to 4 p.m., except for the summer period (from 15 June to 15 September), which shall be from 8.30 a.m. to 1 p.m. The contractor/supplier must coordinate its working hours with those of ENSA in order to deliver on time and on schedule.

If no specific date is specified in the contract and/or order, the delivery period shall commence on the date of conclusion of the contract or order.

The contractor/supplier shall be liable for damage caused by knocks, rust, etc. due to inadequate protection.

Shipments must be accompanied by a delivery note in a secure place and form, detailing the goods included in the shipment, the quantity remaining to be served and indicating in a clearly visible place the corresponding order number.

9. GUARANTEE

The contractor/supplier guarantees that the entire scope of the contract has been carried out correctly and without technical deficiencies in design, materials or workmanship, for a period of three years from its commissioning, without exceeding forty-eight months from its delivery, undertaking to remedy to ENSA's satisfaction those that are defective during the year following the completion of the work. The cost of replacement or repair and all expenses incurred by ENSA for this reason shall be borne by the contractor/supplier, even when it has to be carried out outside its workshops.



Adjustments, work, repairs or replacements must be carried out within the period specified by ENSA, in the least disruptive manner and without causing any delay to the work or stoppage of installations. Otherwise, ENSA may carry out the necessary work itself or by third parties at the expense of the contractor/supplier and without loss of warranty.

The scope of the repaired or replaced work is also included in these same warranty conditions.

10. OBLIGATIONS AND RESPONSIBILITIES

The contractor/supplier must comply with all internal rules of organisation and discipline established by ENSA at the work site, as well as the orders and instructions given by ENSA's Site Management throughout the development of the works for the smooth running and execution of the same.

The contractor/supplier is obliged to appoint a representative at the work site, who will liaise with the person designated by ENSA. This person designated by the contractor/supplier will have the required technical qualifications and will be the only valid and exclusive interlocutor for the execution of the contract, resolution of incidents, requests, communications, requests for information, etc. with the person designated by ENSA. Likewise, this representative will assume the organisation, management, supervision, monitoring and control of the activity carried out by the contractor/supplier's workers, as well as the necessary coordination arising from the presence in the work environment of other companies to which it has subcontracted any activity, with prior authorisation from ENSA. It will also be responsible for its execution in the proper technical and safety conditions, communicating any anomaly or incident that may occur to the representative designated by ENSA.

The buyer designated by the Procurement area of ENSA and/or their respective superior will be the only persons authorised in the name and on behalf of ENSA to give and receive all those communications, instructions, etc., that occur in the execution of the contract that have an impact on the delivery period or that are of an economic nature,



the decisions corresponding to the Committee responsible in each case for the award of the contracts and/or orders in ENSA. Therefore, any actions that may be carried out by other persons at ENSA shall have no value or effect whatsoever.

Neither the contractor/supplier nor its employees shall act in a manner that could be construed by third parties as acting as a representative, agent or representative of ENSA.

The contractor/supplier undertakes to provide ENSA with the documentation required to fulfil or report on the fulfilment of its obligations regarding the prevention of occupational hazards, salary and social security obligations or any other relevant documentation to fulfil the object of the contract.

The contractor/supplier undertakes to have on site at all times the machinery, elements and personnel necessary to carry out the work within the agreed partial and total deadlines, and also undertakes to increase these means, at any time and without delay, if in the opinion of the works management, it is necessary and without this entailing any charge for ENSA. The contractor/supplier shall be responsible for maintaining in good maintenance and safety conditions the elements and installations that it needs to carry out the object of the contract and/or order, even if these are not its property, guaranteeing the adequate training of the personnel who handle them and taking responsibility for the damages that they may cause, as well as for the necessary controls. ENSA may require a maintenance and/or revision record.

The contractor/supplier undertakes to comply with the labour provisions during the execution of the works and undertakes to have the personnel that it maintains on the work site integrated into its staff or duly contracted, to be up to date in the payment of the corresponding salaries and to be up to date in the fulfilment of its obligations in terms of Social Security. At ENSA's request, the contractor/supplier will exhibit the employment contracts signed with its personnel employed for the development of the work object of the contract and/or supply, as well as the documentation necessary to accredit compliance with the obligations derived from said employment contracts, with the payment of salaries, social security and any taxes and concepts levied on the



remuneration of the aforementioned personnel being at the contractor/supplier's expense and risk.

Under no circumstances may the contract/order be considered to be a transfer of personnel for the purposes of the provisions of the Workers' Statute, and therefore both parties undertake to comply with the legislation in force so as not to incur in such an eventuality.

The contractor/supplier must observe in the execution of the contracted works all precautionary, safety and health measures required by the legal provisions in force, ordered by the site management or even if they are not legally required or have been ordered, prudence advises to avoid accidents, damage or harm to third parties or infringements punishable by criminal or administrative sanctions, for all of which the contractor/supplier will be solely and directly responsible.

ENSA may carry out, at the Contractor's/supplier's cost and expense, any precautionary, safety and hygiene measures that are legally required or ordered by ENSA, if they are not immediately complied with by the Contractor/supplier, when ENSA is required to do so in writing.

The contractor/supplier shall establish and maintain during the execution of the contracted works the medical and sanitary services required by ENSA's regulations or shall contribute to the maintenance of those established by ENSA, on a common or shared basis, in the work or installation in question, except for those works that are carried out at the Maliaño factory.

The contractor/supplier shall be liable for all damages caused to ENSA or third parties arising from the performance of the contracted work that are due to the acts or omissions of its personnel or those of its subcontractors or suppliers or external agents, and undertakes to provide ENSA with a copy of the insurance policy that sufficiently covers the risk of civil liability.

The contractor/supplier and the personnel in charge of carrying out the contracted work or service shall maintain the confidentiality of all information, documents and matters



transmitted by ENSA, and it is forbidden for the contractor/supplier and the personnel in charge of carrying out the contracted work or service to reproduce, copy or disseminate them by any means, as well as the total or partial transfer to any natural or legal person without the prior written authorisation of ENSA.

The contractor/supplier may not subcontract all or part of the order/contract without the prior express approval of ENSA. In the event of subcontracting, the contractor/supplier shall be jointly and severally liable with the subcontractor for all obligations and liabilities under the order/contract. In the event of acceptance of subcontracting, the contractor/supplier shall hold ENSA harmless from any claims that the subcontractors or injured third parties may make, indemnifying ENSA from any costs it may incur as a result of such claims.

The contractor/supplier shall establish and implement a control process to ensure the authenticity and conformity of the materials for the work or goods and services covered by the contract. This process must include a method of marking to enable their identification and traceability.

On total or partial completion of the work, the contractor/supplier shall leave the work area in a perfect state of order, cleanliness and safety. In any case, this must be carried out at the latest within fifteen days of its completion. If it is not carried out within this period, ENSA may carry it out at its own expense, passing it on to the contractor/supplier.

11. EQUIPMENT AND MACHINERY REQUIREMENTS

The formal requirements for equipment and/or machinery are as follows:

- They must bear the CE marking.
- They shall have the EC declaration of conformity, preferably drawn up in Spanish and, if not possible, at least in English.
 - o This declaration shall contain, inter alia: the name and address of the manufacturer or his legally established representative in the Community,



a description of the Equipment(s) and/or Machinery and all relevant provisions with which it complies.

- Each piece of Equipment and/or Machinery must have an instruction manual written at least in Spanish and, if not possible, at least in English, indicating, among other things: installation, commissioning, use and maintenance.

12. TAXES

The procedure for the payment of taxes, fees, levies and any other charges affecting the contract shall be governed by the conditions established in the contract and/or order. In all matters not contemplated in the contract and/or order, the parties shall comply with the provisions of the tax regulations in force, regulating the matter.

Contractors/suppliers not domiciled in Spain, coinciding with the dispatch of the product, shall inform ENSA, on the invoice or in an attached certificate, of the total weight of the non-reusable plastic containers and packaging accompanying them, as well as the type and composition of the same, specifying the proportion in kg of non-recycled plastics, in accordance with the provisions of article 74.2, 74.3, 77 and 82.9.b of Law 7/2022, of 8 April, on waste and contaminated soils for a circular economy.

In accordance with the provisions of Law 7/2022, the quantity of plastic contained in the products that form part of the scope of the tax must be certified by an entity accredited to issue certifications under the UNE-EN15343:2008 standard or subsequent standards that replace it, with ENSA reserving the right to request, process and obtain this certificate on behalf of the supplier for the goods purchased if it deems it necessary and appropriate, with the contractor/supplier assuming the cost arising therefrom.

13. INDUSTRIAL PROPERTY

The contractor/supplier guarantees ENSA and is obliged to provide documentary evidence to ENSA, if required, that it has the patents, licences and other industrial property documents necessary to carry out the object of the contract.



With regard to the products, samples or technical specifications delivered by ENSA, the contractor/supplier may not copy, publish, distribute, reproduce, process, modify, adapt, develop, decompile, dismantle or reverse engineer, either in whole or in part, any of these products, samples or specifications. Nor may he make derivatives thereof and he shall ensure that none of his collaborators or subcontractors do so.

14. SUSPENSION

If for any reason ENSA considers it necessary or is obliged to request the temporary suspension of a specific contract or order, it will notify the contractor/supplier in writing, specifying the cause and the estimated time period, and all work will be stopped immediately. ENSA shall notify the contractor/supplier in advance and in writing of the resumption of work, with the time limits starting to run again from the date of such notification.

Payment for work already completed or at an advanced stage of completion at the time of notice of suspension shall, in the absence of express agreement in the contract, be negotiated between the parties in a fair and reasonable manner.

15. RESOLUTION

In the event that the contractor/supplier fails to fulfil any of its contractual obligations, ENSA may terminate the contract and/or order, in whole or in part, by notifying the contractor/supplier in writing and paying the amount of the supplies or services correctly performed to date, with any deductions that may be applicable. The contractor/supplier shall not be entitled to payment of any further compensation.

ENSA may also unilaterally terminate this contract, without any other formality than notifying the contractor/supplier in a reliable manner, in which case it will compensate the latter for the damages caused, provided that such damages have been sufficiently accredited, and the amount will be set by the parties by mutual agreement. In no case shall such damages exceed the amount of the contract and/or order.



ENSA may also terminate the contract/order:

- in cases authorised by law or upon expiry of the time limit;
- when the contractor/supplier's capacity to act is modified, for physical or psychological reasons that make it difficult or impossible for the contractor/supplier, if he is a natural person, to fulfil the contract/order;
- in the case of a legal entity, any corporate changes that may hinder or prevent the fulfilment of the contract/order;
- by the declaration of bankruptcy of the contractor/supplier;
- for breach of these General Terms and Conditions;
- for repeated deliveries not complying with the required technical specifications;
- for non-compliance with legal regulations or requirements set out in the contract/order;
- for non-compliance with safety regulations;
- for failing to present certificates of being up to date with their tax and Social Security obligations;
- for non-compliance with both partial and final deadlines, when the penalties imposed exceed 10% of the value of the service or supply;
- by the termination of the main contract on which the contract/order is based;
- for non-compliance with ENSA's Code of Ethics for third parties;
- by mutual agreement.

If the termination of the contract is due to non-performance attributable to the contractor/supplier, ENSA may additionally claim compensation for any loss or damage suffered. It shall also have the right to purchase the supplies that have already been manufactured, either in whole or in part, or that are in its warehouses, paying the prices established when they are covered by the contract and/or order. It may also suspend outstanding payments to the contractor/supplier to meet contractual obligations to third parties arising from the contractor/supplier's failure to perform the contract and/or order, and ENSA may enforce any guarantee or financial security provided by the contractor/supplier.



16. FORCE MAJEURE

The causes of force majeure, as provided for in Article 1105 of the Civil Code, are considered to be unforeseeable and exceptional situations or events beyond the control of the parties, which are not due to error or negligence on their part, both of the contractor and of the subcontractor, if applicable, or which, having been foreseeable, could not have been avoided even with due diligence, with sufficient entity to relieve the parties from the fulfilment of the obligations of the contract, among others:

- Earthquakes, tsunamis, fires or floods officially declared catastrophic.
- Damage caused by armed force or violence in time of war, sedition or riot.
- Legal strikes that go beyond the scope of the contractor/supplier's business and whose termination is not dependent on the decision of the contractor/supplier.

Force majeure shall not be invoked as a cause of force majeure:

- Weather conditions or phenomena that could have been reasonably foreseen by a diligent contractor/supplier and whose effects could have been avoided in whole or in part.
- Delays or failures in obtaining materials or workers that could reasonably be foreseen, or that could have been avoided or remedied in advance.
- Delays by any subcontractor for events not covered in the first paragraph of this clause.
- Strikes at the level of the contractor/supplier or its subcontractors, unless they are of a national or sectoral nature.
- The conditions of the facilities in which the object of the contract is to be performed, which should be known to the contractor/supplier in advance of performance.

When a cause of force majeure occurs, the contractor/supplier shall inform ENSA, within five (5) calendar days following the date on which it has become known or has manifested itself. To this effect, it shall send a registered letter, which shall include the details and peculiarities of the force majeure, the date of its occurrence and the cause



that has motivated it, as well as its possible duration and repercussions on the contracted services, accompanied, if possible, by documents that accredit it.

If force majeure is proven, the terms of the contract/order shall be extended by a maximum of the duration of the delay, if the time of delay is known; if not, the time of extension shall be agreed between the parties, and cannot be set off against the terms of the other obligations of the contract and/or order. In the event that force majeure is not proven, the applicable penalties for delay shall be imposed.

Both parties will meet in order to determine the consequences for the contract, and the party that suffered the cause of Force Majeure is obliged to do everything possible to fulfil the contract under the agreed conditions. If this is not possible, ENSA may terminate the contract without penalty. The contractor/supplier shall not be entitled to any compensation or additional charges due to force majeure and/or delays resulting from this cause.

17. RESPONSIBILITY

The contractor/supplier is responsible for the exact fulfilment of the obligations contained in the contractual documents. The contractor/supplier will be solely responsible to ENSA for its correct execution, being indivisible and non-delegable. When the contractor/supplier is made up of two or more individuals or legal entities, each and every one of them will be jointly and severally liable for the fulfilment of the obligations contained therein.

The contractor/supplier shall be liable to ENSA for any direct damage that the contractor/supplier or persons for whom he is liable may cause to ENSA or its personnel.

The contractor/supplier shall indemnify ENSA against all claims by third parties for damages caused to such third parties, which are the result of an act or omission in the performance of its obligations. These third parties include employees of ENSA or of the contractor/supplier and all natural and legal persons outside the contract and/or order.



The contractor/supplier shall pay or reimburse ENSA for all costs incurred by it (including legal fees, solicitor's fees, provisions of funds, certificates, authorisations, fees, legal deposits for litigation, etc.) in connection with its legal defence against administrative acts, extra or pre-judicial claims and legal actions of any kind brought against it.

18. COMMUNICATIONS

During the period of validity of the contract and/or order, the parties will carry out the appropriate communications and notifications at the address that appears as each party's own in the contractual documentation, being obliged to notify any change or transfer of this address with guaranteed effectiveness. In the event of communications being made by electronic means, these will be made to the e-mail address provided by the contractor/supplier.

The contractor/supplier shall comply with and give immediate effect to communications received from ENSA, without the need for further formalities.

19. CHANGES, REVISIONS AND MODIFICATIONS

ENSA may propose changes, revisions or modifications to the content of the contractual documentation, such changes requiring the written approval of the contractor/supplier. ENSA will propose the above changes in writing for consideration by the contractor/supplier, who, within a maximum period of 15 days from the date of receipt thereof, must submit new documents if appropriate, as well as inform of the variations that, in its opinion, occur in the price, delivery time and other aspects of the contractual scope.

Once an agreement between the parties has been established, ENSA will issue a modification to the contract or order which will be subject to confirmation by the contractor/supplier.

The contractor/supplier may propose changes to the scope of supply with or without effect on prices or other stipulations in the contract documentation, subject to ENSA's



written approval. The contractor/supplier shall provide relevant information on such changes in reasonable advance of its final proposal.

ENSA's written approval of any change will not release the contractor/supplier from any of its obligations, unless any of its obligations are explicitly modified by the change.

The contractor/supplier shall not be entitled to any compensation in the event that any official provision or collective agreement changes the contract or working conditions during the term of the contract/order.

20. PRIORITY OF DOCUMENTS

In the event of any discrepancy between the contract/order and these general terms and conditions, the contract/order shall prevail.

General terms and conditions of the contractor/supplier other than those set out in this document will not be accepted unless expressly accepted in whole or in part by ENSA.

Conditions and specifications inserted by the contractor/supplier in its delivery notes, invoices or other documents exchanged between the parties, which contradict or modify the express conditions set out in the order/contract, shall be null and void.

21. DATA PROCESSING

ENSA guarantees that the personal data that may be collected for the execution of the work, service or supply entrusted to the contractor/supplier will be processed in accordance with the terms of the General Data Protection Regulation 216/679 (RGPD), of the L.O. 3/2018, 5 December, Protection of Personal Data and guarantee of digital rights (LOPD) and complementary legislation regulating the matter in force from time to time. 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights (LOPD) and the complementary legislation regulating the matter in force at any given time, and the right of access, rectification, cancellation and opposition may be exercised before ENSA, using the following email address: protecciondedatos@ensa.es



The contractor/supplier is obliged to inform the subcontractors with whom it contracts about the scope, nature, purposes and context of this processing on its part and about the data to be collected and/or transferred by/to ENSA, as well as how to exercise their rights. It shall also inform its employees and subcontractors of the obligations arising from data protection regulations and shall require them to ensure the same level of protection with regard to the data to which they have access and/or become privy during the term of the contract/order.

ENSA may carry out any audits it deems appropriate to verify the level of compliance with data protection regulations, and the contractor/supplier shall be obliged to cooperate.

Without prejudice to the specific regulation that may be agreed in the contract or order, those personal data to which the contractor/supplier must have access in an absolutely necessary manner must be used by the latter solely and exclusively for the fulfilment of the purposes of the contract, and may not be transferred or handed over to third parties under any title, not even for the mere purpose of conservation.

If the contractor/supplier must communicate data to a subcontractor, within or outside the European Union, it may only transfer this data when it has prior written authorisation from ENSA. Any such transfer must have a legal basis and the data must be strictly necessary, with the recipients of the information being subject to the same obligations of confidentiality and protection of personal data as those established in Spain.

Upon termination of the contract and/or order, the contractor/supplier shall destroy or return, as agreed, the data in its possession, with proof of destruction where appropriate.

In the event that the contractor/supplier or any of the subcontractors with which it has a relationship violates the regulations on data protection, the contractor/supplier shall indemnify ENSA from any administrative and/or civil liability that may arise from its non-compliance.



22. CONFIDENTIALITY

The contractor/supplier undertakes to maintain the confidentiality of any information received from ENSA in relation to the contract, undertaking to treat this agreement and all information relating to the subject matter of this agreement provided by ENSA by any means and on any type of support as confidential, and will ensure that its employees keep it in the strictest confidence, undertaking not to disclose it to third parties, except with the written consent of ENSA.

Likewise, the contractor/supplier undertakes to keep confidential any information and data belonging to ENSA which, directly or indirectly, may have come to its knowledge during the performance of the contract.

The confidentiality obligations set out in the relevant contract shall be of indefinite duration and shall be maintained after the termination of the contract, except where the information becomes public information.

23. USE OF THE TRADEMARK, LOGO AND TRADE NAME

The contractor/supplier may not use the name, brand, logo, slogan or other distinctive signs of any kind that identify ENSA and the ENSA Group. This prohibition includes, but is not limited to, copying, reproduction, alteration, adaptation, modification, public communication, total or partial reproduction and/or any other action involving their use in and by any means.

In the event of use, exploitation, unauthorised use and/or any similar or analogous activity, ENSA reserves the right to take any administrative, civil or criminal action to which it may be entitled.

24. PREVENTION OF OCCUPATIONAL HAZARDS

The contractor/supplier shall guarantee compliance with the applicable Occupational Risk Prevention legislation, and shall provide the evidence that ENSA may require.



The contractor/supplier will accredit, in the event that ENSA requires it, that its human resources have the necessary training in occupational risk prevention required by current legislation.

Depending on the type of work and/or supplies, the contractor/supplier shall make available to ENSA the safety plans and measures foreseen during the execution of the work/supplies.

ENSA may require an accident report from the contractor/supplier for the last three years for the group or section involved in the work and/or supplies. This report shall be endorsed by the accident insurance company or by the company's own or joint prevention service, where applicable.

The contractor/supplier shall inform ENSA of the hierarchical chain of command established for the prevention of occupational risks, as well as the person designated as Safety Coordinator. If the object of the contract is a work, the contractor/supplier shall provide ENSA with the technical planning and safety plan for the work to be carried out. This obligation shall be enforceable by the contractor/supplier to the subcontractor with whom it contracts, and it shall be responsible for ensuring that the aforementioned obligation is fulfilled throughout the subcontracting chain.

The contractor/supplier may be summoned to risk prevention meetings. In the event of unjustified failure to attend despite having been called in good time, the contractor/supplier may be penalised by zero and one percent (0.1%) of the total price of the contract and/or order for each non-appearance.

25. QUALITY

ENSA may request information on the provision of a quality system based on the requirements of ISO 9001 or similar, in cases where no express provision to this effect is included in the contract and/or order. If the quality system claimed by the contractor/supplier requires accreditation by a certification body, a copy of the certificate must be attached. An acceptable quality system of the contractor/supplier must have:



- Written procedures for activities affecting quality.
- Where necessary, measures to identify purchased materials and to preserve the ability to perform their function.
- Quality Records evidencing compliance with requirements.
- A programme of internal audits to verify compliance with quality requirements.

If required, the contractor/supplier must submit a quality plan for the execution of the supply, detailing how he will comply with the quality requirements indicated, prior to the provision of the supply.

26. ENVIRONMENTAL PROTECTION

The contractor/supplier undertakes to maintain a firm commitment to safety, health, quality and respect for the environment, by implementing best practices and adopting the highest accepted standards in this field, complying with all applicable environmental regulations, holding the relevant authorisations and licences and maintaining a preventive approach and encouraging policies and initiatives that promote greater environmental responsibility.

Likewise, it must make efficient use of natural resources in order to minimise the environmental impact of its activity, correct management of the environmental aspects generated during the development of the activity or product that is the object of the contract, contemplating at all times compliance with the legal requirements regarding the production of waste, generation of wastewater, polluting emissions into the atmosphere and noise emissions, and also establish contingency plans and measures to mitigate any potential damage and, in the event of doing so, re-establish the previous situation.

The contractor/supplier may be requested to report on the provision of an environmental system based on ISO 14001 or similar. If this system is accredited by a certification body, a copy of the certificate shall be enclosed. In addition, he shall provide documentary evidence of compliance with environmental obligations when requested to do so.



The contractor/supplier shall, as far as possible, endeavour to use suppliers, contractors and subcontractors that meet the same environmental requirements. The contractor/supplier shall indemnify ENSA against any costs incurred as a result of loss or damage that may have been caused to the environment or any fines or compensation that may be payable. In addition, the contractor/supplier shall carry out remedial work for any damage to the environment that occurs, however minor. Likewise, the contractor/supplier shall be liable for environmental damage or the threat thereof, as well as for the costs of prevention, mitigation, repair or replacement resulting from faulty, wilful, negligent, culpable or defaulting behaviour.

27. PROTECTION OF SOCIAL RIGHTS

For ENSA it is a fundamental issue that our contractors/suppliers carry out their work with scrupulous respect for the rights of their personnel and the communities where they carry out their work, so the contractor/supplier must ensure that in their company and in their suppliers, contractors and subcontractors, these rights are complied with, especially all those relating to the work of minors, that the work is carried out in decent conditions and on a voluntary basis, without servitude or debt bondage, that it is carried out without undermining the dignity of persons or minorities, always protecting the health of workers and persons residing in the environment where it is carried out and without discrimination on the grounds of birth, race, sex, religion, opinion or any other personal or social condition or circumstance.

28. ETHICS AND COMPLIANCE

The acceptance of the contract/order by the contractor/supplier implies the contractor/supplier's commitment to comply with ENSA's Code of Conduct for Third Parties and undertakes to inform ENSA of any breach of the Code through the ethical channel platform available on the website www.ensa.es.

ENSA will require the contractor/supplier to adhere to ENSA's Code of Conduct for Third Parties by signing the declaration of adherence found in Annex I of the code itself. ENSA will refrain from working with those third parties that do not comply with the provisions



of the aforementioned Code and reserves the right to terminate the business relationship of those who do not comply with it. The conditions set out in the Code, as well as the service levels agreed in the contract and supporting documentation, may be subject to audit by ENSA.

However, in the event that contractors/suppliers accredit that they have implemented an organisational and management model for the prevention of crimes or other internal rules with contents similar to those required above and whose principles and values are aligned with those of ENSA, they will be exempted from signing the declaration of adherence. To this end, they will provide the supporting documentation, which will be reviewed by ENSA's Compliance Officer for acceptance.

29. GENERAL SUBMISSION

The non-application, illegality, invalidity or ineffectiveness of any of the clauses of these general terms and conditions depending on the type of execution of work, provision of services, procurement of materials/equipment and subcontracting, shall in no way affect the rest of the provisions that can be executed without the affected provision of these general terms and conditions, which shall remain in full force and effect until the completion of the order. The parties, taking into account the spirit of the contract and by mutual agreement, shall attempt to modify the invalid provision in a way that respects the purpose of the affected provision.

In all matters not regulated in these general terms and conditions, the parties shall be fully subject to the provisions of the corresponding order.

30. APPLICABLE LAW

All questions and disputes that may arise between the parties in relation to or in connection with the order/contract shall be governed by and construed exclusively in accordance with Spanish law, to which the contractor/supplier expressly submits.

**31. JURISDICTION**

The parties will endeavour to resolve amicably all questions, controversies, incidents or disputes that may arise as a result of the interpretation or fulfilment of this contract. In the event that this cannot be resolved in this way, the parties submit to the jurisdiction and competence of the courts and tribunals of Santander, expressly waiving any other jurisdiction that may correspond to them.